

- Meetings may be viewed on the [City of Anacortes website](#), on the City of Anacortes [YouTube Channel](#), or on TV [Channel 10](#).
- The public may also watch, listen to, or participate in the meeting live by visiting <https://us02web.zoom.us/j/89255646791> or by telephoning 1-253-215-8782 and entering Meeting ID 892 5564 6791.
- The public is encouraged to comment via email to [cityclerk@cityofanacortes.org](mailto: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**

**June 16, 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)
  - b. Swearing in of Firefighter-EMT Matthew Rutz and Firefighter-Paramedic Sonny Gibson (Announcement)
4. **Public Comment**
5. **Consent Agenda**
  - a. Minutes of June 9, 2025 (Action)
  - b. Approval of claims in the amount of \$822,186.52 (Action)
  - c. Contract Modification: Fire Station 1 Remodel - Design #25-035-AFD-001 (Action)
6. **Public Hearings**
  - a. \* Ordinance 5001: Transportation Improvement Program (Discussion)
7. **Other Business**
  - a. \* Facility Condition Assessment Progress Update (Discussion)
  - b. Update on Supreme Court's Decision Regarding Indigent Defense Caseload Standards (Discussion)
  - c. \* Ordinance 5002 - Amend Municipal Code Chapter 2.18 regarding Indigent Defense Services (Discussion/Possible Action)
  - d. Contract Award: North Line Repair Project #24-166-WTR-002 (Discussion/Action)
  - e. Termination of Latecomer Agreement 18-012-DEV-001 with RR Summit NW, LLC (Discussion/Action)

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

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

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

## 8. **Adjournment**

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

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## Anacortes City Council

Municipal Building Council Chambers  
904 Sixth Street

June 16, 2025  
6:00 p.m.

### PUBLIC COMMENT SIGN IN SHEET

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

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

Name

Topic

✓ COURTNEY ORROCK

COMMITTEE STRUCTURE

Continue on back of sheet as needed

## **Anacortes City Council Minutes - June 9, 2025**

### **Call to Order**

Mayor Matt Miller called to order the June 9, 2025, Anacortes City Council meeting at 6:00 p.m. Council members Ryan Walters, Anthony Young, Christine Cleland-McGrath, and Carolyn Moulton were present.

Councilmembers TJ Fantini, Amanda Hubik, and Bruce McDougall were absent.

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

Ms. Moulton moved, seconded by Ms. Cleland-McGrath, to excuse the absence of Mr. McDougall and Ms. Hubik. The motion carried unanimously by voice vote.

### **Pledge of Allegiance**

The assembly joined in the Pledge of Allegiance.

### **Announcements and Committee Reports**

Mayor Miller announced a Fiber outage over the weekend and referred to Ms Schuh for more details, who went onto explain the department has an expectation for a high level of service and took significant effort to resolve the issue. She went on to explain how staff worked straight through until after midnight Friday, and were back in the office by 8:00 AM, and finally resolved the issue by Saturday afternoon. She explained it was all hands on deck for answering phones and working the issue, as the City Fiber department is local in all aspects, including local city staff up to and including the department director, answering the phones, taking messages, responding to email, and working toward issue resolution.

Mr. Miller also reported a successful waterfront festival, as well as a successful Northstar meeting the prior Friday. Mr. Walters also commented on the Northstar housing issue, as did Ms. Moulton and Ms. Cleland-McGrath.

Mr. Miller also announced Tuesday June 10 is the high school parade, and this coming weekend is the Bark in the Park festival, celebrating dogs of all types, at Storvik Park.

### **Housing Affordability and Community Services Committee**

Ms. Moulton reported from the Housing Affordability and Community Services Committee meeting held June 4th. She reported they met with the Anacortes Housing Authority, and discussed the Bayview property, and the complex tax credit program that enables the property to be rented out at low-income rates. She also reported there was \$380K in potential CDBG funding potentially available in the coming year. She also talked about the cold weather shelter, and the distribution of county awards for housing assistance.

### **Planning Committee**

Mr. Walters reported from the Planning Committee meeting held earlier in the evening. The topics discussed included discussion of changing the square footage requirements for private structures, currently at 144 Sq Ft, with the Committee ultimately deciding to bring the changes forward for further discussion. Also discussed was the state building code and how it relates to the City building code; as well as refunding permit fees, as described in HB2023, which will be discussed further in the future.

### **Port/ City Liaison Committee**

Mr. Walters reported from the Port / City Liaison Committee meeting held June 3rd. The topics discussed included the interlocal for the events center; and an update on the large tanks being stored near the Port waterfront.

### Public Safety Committee

Ms. Cleland-McGrath reported from the Public Safety Committee meeting held June 3rd. The topics discussed included the Police department being able to make progress on staffing and finally filling the first of 5 positions that were authorized with the additional funding from Proposition 1 property tax levy lid lift.

She also explained the issue with Sig Sauer handguns, and the Criminal Justice Center in Arlington banning them from their premises, as there is a perception of involuntary discharge of some of those handguns, although it's widely accepted that it is impossible for a handgun to spontaneously go off. Be that as it may, the *CIC* is where the city sends its new officers for training and therefore must comply with the change to continue using the Center. The APD is therefore in the process of transitioning from Sig Sauer handguns to a different service weapon. She also reported that the school district has indicated they cannot afford to pay its portion of the school resource officer salary in the future, so there will be more discussion about funding for that discussion during the upcoming budget season.

Mr. Young explained that Pride month is coming up with a parade, and to mitigate concerns about some elements of the population that could be involved, and to ensure everyone feels taken care of, he reached out to the Public Safety chiefs, and was assured the City public safety officers will do what is necessary to ensure anyone coming to town will feel safe.

### Public Comment

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

### Consent Agenda

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

a. Minutes of June 2, 2025

b. Approval of claims in the amount of \$670,645.01

The following vouchers/checks were approved for payment:

EFT numbers: 112673 through 112717, total \$563,927.44

Check numbers: 112718 through 112732, total \$47,522.59

Wire transfer numbers: 370289 through 370586, total \$59,194.98

c. Contract Award: Ben Root Skate Park Restroom & Parking Lot Project - Design #25-136-PRK-001

### Closed Record Decision Hearing

#### Closed Record Decision Hearing for SDP-2025-0001 - Curtis Wharf Shore Power & Pump Out (Port of Anacortes)

Planning, Community, and Economic Development Director John Coleman introduced the closed record decision hearing for SDP-2025-0001 - Curtis Wharf Shore Power and Pump Out for the applicant, the Port of Anacortes, and referred to a slide presentation that was included in the packet materials for the meeting.

Discussion topics included:

- Shore Power, to power boats while at the dock to avoid diesel motors running to run generators.
- Installing a pump out, to pump effluent out of the boats to the city wastewater plant.
- He explained the zoning in place fits the request.
- He presented a timeline of the application, which started in February of this year.

Staff recommended approval with conditions, most of which are boiler plate, and are included in the Council packet. The permit would have a 5-year timeframe for the permit to be completed, otherwise the project would require reapplication. The Planning Commission reviewed and recommended approval of the permit.

**Anacortes City Council Minutes - June 9, 2025**

Ms. Moulton asked if there was a hookup or GFC charge for use of the pump out. Mr. Coleman outlined the cost requirements identified in the city code that would be effective, and city attorney Ms. Swetnam explained the process for developing industrial waste charges. Mr. Walters asked the estimate cost of the project, which is \$2.5M.

Ryan Walters moved, seconded by Anthony Young, to approve Shoreline Substantial Development Permit SDP-2025-0001 subject to the conditions of approval recommended by the Planning Commission as they are written in the staff report dated May 22, 2025.

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

### **Other Business**

#### **2025 Comprehensive Plan Periodic Update - Progress Update**

Planning, Community, and Economic Development (PCED) Director John Coleman provided a progress update on the 2025 Comprehensive Plan periodic update process.

He started out by providing the City's website explaining all material related to the Comp Plan update that was available on the City's website. Mr. Coleman then went on to explain why the update was taking place, and what elements of the Comp Plan were being reviewed and updated. He went on to explain how the updates that are implemented make their way into city development regulations.

Mr. Walters pointed out there was not a lot of time left in the year, and it would be wise to maximize the council et al efforts to make the best use of that limited time.

Mr. Coleman reiterated the communication options the public must stay informed on the Comp Plan update, and including the PCED Facebook page.

Mr. Coleman provided a full list of next steps, laying out the current timeframe for final adoption.

Mayor Miller invited members of the audience to comment on this agenda item. Ms. Courtney Orrock from Anacortes asked if the new documents released would have track changes to make it clear what is changing. Mr. Coleman confirmed that indeed track changes was standard practice for this process and would be adhered to.

Mr. Walters expressed appreciation of the clarity of the robust population of documents provided, as well as the summary topics from the various events. He expressed the importance of councilmembers reviewing the update independently prior to it coming before the full Council for consideration.

#### **Contract Award: WTP Intake Station Condition Assessment #25-165-WTR-001**

Water System Manager Terry Nemeth introduced proposed contract #25-165-WTR-001 with HDR Engineering, Inc. to perform a condition assessment of the existing Water Treatment Plant (WTP) Intake Pump Station, including the structural and mechanical features identifying deficiencies and the associated criticality of the project along with the consequences of failure.

Mr. Nemeth explained some of the pumps have been replaced over the years, but the structure itself, built in the 1970's, has not been evaluated before. Mr. Walters identified the intake as a single point of failure of the water treatment process and asked if there were others. Mr. Nemeth responded that he thought this was the last single point of failure. Mr. Walters expressed his support for ensuring redundant systems in the water treatment process.

Carolyn Moulton moved, seconded by Anthony Young, to authorize the Mayor to sign contract 25-165-WTR-001 with HDR Engineering, Inc. for \$132,884.00 to perform the WTP Intake Pump Station Condition Assessment.

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

**Contract Award: 17th Street Drainage Improvement Project- Design #25-166-STM-001**

Stormwater Manager Aaron Esterholt introduced proposed contract #25-166-STM-001 with Osborn Consulting, Inc. to provide design services for the 17th Street Drainage Improvement Project. Mr. Esterholt explained this project was approved in the city budget and is a critical drainage for a large basin along Q Avenue. He went on to explain once MJB finishes their construction in that area, the city will lose access to that drainage through the easement currently available to the city. This project would also move the pipe to a preferable location, allowing future access. Mr. Esterholt went on to demonstrate the location on a map and answer several questions from Council members. Mr. Walters expressed his support for the project for a variety of reasons.

Anthony Young moved, seconded by Carolyn Moulton, to authorize the mayor to sign contract 25-166-STM-001 with Osborn Consulting, Inc. in the amount of \$144,660.00 to perform the design of the 17th Street Drainage Improvement Project.

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

**Amendment to Interlocal Agreement #24-282-PLN-001 with the Washington State Department of Commerce for Paper to Digital Permitting Grant**

Planning, Community, and Economic Development Director John Coleman introduced a proposed amendment to interlocal agreement #24-282-PLN-001 with the Washington State Department of Commerce for Paper to Digital Permitting Grant. This is a no-cost modification to change the end date of the contract. Mr. Coleman pointed out the reason it's being presented as other business as opposed to the consent agenda is because interlocal agreements, as opposed to standard contracts, at this time require presentation under other business, according to the current Council Procedures.

Ryan Walters moved, seconded by Christine Cleland-McGrath, to authorize the mayor to execute Amendment A to Interlocal Cooperation Agreement 24-282-PLN-001 between the City of Anacortes and Washington State Department of Commerce.

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

**Adjournment**

The mayor adjourned the meeting at approximately 7:25 PM.

**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 June 16, 2025 City Council meeting:**  
[Download this file in OpenDocument spreadsheet format.](#)

| <b>Invoice Doc #</b> | <b>Invoice Date</b> | <b>Invoice #</b> | <b>Vendor Full Name</b>       | <b>Description</b>                                                      | <b>Total Amount</b> | <b>Approval Queue</b> |
|----------------------|---------------------|------------------|-------------------------------|-------------------------------------------------------------------------|---------------------|-----------------------|
| 370970               | 2/29/2024           | 1317             | WIDENER & ASSOCIATES          | FEMA COORDINATION - JANUARY 2022 EVENT - FEMA-4650-DR - FEBRUARY 2024   | \$ 4,308.30         | pw1                   |
| 370971               | 4/30/2024           | 1377             | WIDENER & ASSOCIATES          | FEMA COORDINATION - JANUARY 2022 EVENT - FEMA-4650-DR - APRIL 2024      | \$ 1,226.00         | pw1                   |
| 370757               | 6/30/2024           | 1448             | WIDENER & ASSOCIATES          | FEMA COORDINATION - NOVEMBER 2021 EVENT - FEMA-4635-DR - JUNE 2024      | \$ 7,157.50         | pw1                   |
| 370709               | 2/4/2025            | 25-55135         | BUDGET TOWING & AUTO REPAIR   | TOW FOR VEHICLE #170                                                    | \$ 533.12           | dshop                 |
| 370862               | 2/20/2025           | 25-WA0020257B-1  | DEPARTMENT OF ECOLOGY         | PERMIT FEE - FY 2025 JULY 1 2024 THROUGH JUNE 30 2025                   | \$ 16,598.00        | dwwtp                 |
| 370976               | 2/26/2025           | 2501182          | MAVERICK NETWORKS INC         | RINGCENTRAL VOIP SOFTWARE TELEPHONE SYSTEM - IMPLEMENTATION & MATERIALS | \$ 33,000.00        | infosys               |
| 370977               | 2/26/2025           | 2501183          | MAVERICK NETWORKS INC         | RINGCENTRAL VOIP SOFTWARE TELEPHONE SYSTEM - IMPLEMENTATION & MATERIALS | \$ 6,858.75         | infosys               |
| 370951               | 2/26/2025           | 9341024170       | GRAYBAR ELECTRIC COMPANY, INC | OPTICS FOR CORE NTWK EQUIPMENT                                          | \$ 174.08           | fiber                 |
| 370960               | 2/28/2025           | 1725             | WIDENER & ASSOCIATES          | WWTP OUTFALL - PERMITTING & MONITORING SERVICES - FEBRUARY 2025         | \$ 34,413.47        | pw1                   |
| 370957               | 3/31/2025           | 1761             | WIDENER & ASSOCIATES          | FEMA COORDINATION - FEBRUARY 2020 EVENT - FEMA-4539-DR - MARCH 2025     | \$ 4,516.80         | pw1                   |
| 370955               | 3/31/2025           | 1762             | WIDENER & ASSOCIATES          | FEMA COORDINATION - NOVEMBER 2021 EVENT - FEMA-4635-DR - MARCH 2025     | \$ 9,748.10         | pw1                   |
| 370969               | 3/31/2025           | 1763             | WIDENER & ASSOCIATES          | FEMA COORDINATION - JANUARY 2022 EVENT - FEMA-4650-DR - MARCH 2025      | \$ 6,141.40         | pw1                   |
| 370962               | 3/31/2025           | 1765             | WIDENER & ASSOCIATES          | WWTP OUTFALL - PERMITTING & MONITORING SERVICES - MARCH 2025            | \$ 9,925.70         | pw1                   |

| Invoice Doc # | Invoice Date | Invoice #            | Vendor Full Name               | Description                                                                   | Total Amount  | Approval Queue |
|---------------|--------------|----------------------|--------------------------------|-------------------------------------------------------------------------------|---------------|----------------|
| 370952        | 4/8/2025     | 9300003926           | GRAYBAR ELECTRIC COMPANY, INC  | WIFI ACCESS POINT                                                             | \$ 86.95      | fiber          |
| 370959        | 4/28/2025    | 75746                | COMMERCIAL FIRE PROTECTION INC | MAINTENANCE FOR FACILITIES                                                    | \$ 115.12     | pwfac          |
| 370868        | 4/30/2025    | 15427                | LYNDEN PRECAST LLC             | GRAND VIEW CEMETERY LINERS                                                    | \$ 1,588.50   | parks1         |
| 370958        | 4/30/2025    | 1797                 | WIDENER & ASSOCIATES           | FEMA COORDINATION - FEBRUARY 2020 EVENT - FEMA-4539-DR - APRIL 2025           | \$ 5,140.80   | pw1            |
| 370963        | 4/30/2025    | 1798                 | WIDENER & ASSOCIATES           | WWTP OUTFALL - PERMITTING & MONITORING SERVICES - APRIL 2025                  | \$ 26,574.40  | pw1            |
| 370964        | 5/4/2025     | 200152               | A-1 MOBILE LOCK AND KEY, INC.  | SUPPLIES FOR FACILITIES                                                       | \$ 130.56     | pwfac          |
| 370863        | 5/5/2025     | ReimbWolfswinkel     | WOLFSWINKEL, KARL              | SENIOR CENTER STAFF TRAVEL - ALASKA AIRLINES                                  | \$ 456.60     | parks1         |
| 370869        | 5/13/2025    | KaiserFoundation2025 | KAISER FOUNDATION HEALTH PLAN  | AMBULANCE REFUND MULTIPLE CALLS                                               | \$ 39.04      | finance        |
| 370758        | 5/13/2025    | RE 41 JZ2216 L005    | WASHINGTON STATE DEPARTMENT    | REVIEW OF 12TH AND COMMERCIAL (SOUTH COMMERCIAL PHASE 1) PROJECT              | \$ 177.88     | pw1            |
| 370760        | 5/13/2025    | RE 41 JZ2374 L008    | WASHINGTON STATE DEPARTMENT    | REVIEW OF 12TH AND COMMERCIAL (SOUTH COMMERCIAL PHASE 1) PROJECT              | \$ 6,279.68   | pw1            |
| 370848        | 5/15/2025    | 25-RS-WAR045549-1    | DEPARTMENT OF ECOLOGY          | STORMWATER ACTION MONITORING 2025 COST SHARE PROGRAM                          | \$ 11,086.00  | pw1            |
| 370763        | 5/20/2025    | 1200720099           | HDR ENGINEERING, INC           | WASTEWATER TREATMENT PLANT OUTFALL - CONSTRUCTION MANAGEMENT - 3/30/25-5/3/25 | \$ 163,081.78 | pw1            |
| 370593        | 5/23/2025    | 10942-04-25F         | BERK CONSULTING, INC.          | SENIOR ACTIVITY CENTER NEEDS ASSESSMENT - APRIL 2025                          | \$ 2,765.09   | parks1         |
| 370847        | 5/23/2025    | 22410 - 12           | H W LOCHNER, INC               | 16TH STREET AND D AVENUE IMPROVEMENT PROJECT: DESIGN - 4/26/25-5/23/25        | \$ 8,214.09   | pw1            |
| 370851        | 5/27/2025    | 13400002527          | HID GLOBAL CORPORATION         | HID GOBAL SOFTWARE - REMOTE CONNECTION IMPLEMENTATION                         | \$ 1,035.00   | apd            |
| 370769        | 5/27/2025    | CA07                 | AIRSTRIKE BIRD CONTROL INC     | CITY HALL BIRD ABATEMENT - 5/16/25 - 5/31/25                                  | \$ 1,950.00   | pw1            |

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|---------------|--------------|-----------------|--------------------------------|--------------------------------------------------------------------------------|---------------|----------------|
| 370592        | 5/28/2025    | 56885           | SKAGIT PUBLISHING LLC          | PUBLISH AA-639610                                                              | \$ 154.28     | plan           |
| 370860        | 5/29/2025    | 11790           | HORIZON DATASYS CORPORATION    | REBOOT RESTORE RX PRO SOFTWARE FOR SENIOR CENTER COMPUTERS                     | \$ 233.38     | infosys        |
| 370765        | 5/30/2025    | 0207050         | GEOENGINEERS, INC.             | COMMERCIAL AVE CORRIDOR PLAN - 11TH-13TH ST GEOTECH ENGINEERING:5/3/25-5/23/25 | \$ 883.00     | pw1            |
| 370861        | 5/30/2025    | 649297          | REECE, STORMIE                 | DEPOT JANITORIAL SERVICES                                                      | \$ 1,650.00   | parks1         |
| 370844        | 5/30/2025    | P2386-NT-1      | QCC QUALITY CONTROLS CORP.     | INSTALLATION/IMPLEMENTATION OF WIN911 AUTO-DIALER SOFTWARE FOR WWTP            | \$ 14,983.00  | dwwtp          |
| 370849        | 5/30/2025    | P2386-T-1       | QCC QUALITY CONTROLS CORP.     | INSTALLATION/IMPLEMENTATION OF WIN911 AUTO-DIALER SOFTWARE FOR WWTP            | \$ 7,990.27   | dwwtp          |
| 370834        | 5/31/2025    | 0525            | NELSON, BONNIE                 | AGING MASTERY PROGRAM ADMINISTRATION - MAY 2025                                | \$ 810.00     | pkrec          |
| 370826        | 5/31/2025    | 18307501        | DICK'S TOWING, INC             | TOWING; APD CASE 25-A03248                                                     | \$ 211.34     | apd            |
| 370974        | 5/31/2025    | 228696          | VANTAGE POINT SOLUTIONS, INC.  | CALEA COMPLIANCE SUPPORT - MAY 2025                                            | \$ 275.00     | fiber          |
| 370698        | 5/31/2025    | 287514          | INFOSEND, INC.                 | MAY 2025 PROCESSING                                                            | \$ 4,708.68   | finance        |
| 370700        | 5/31/2025    | 50139122        | LINDE GAS & EQUIPMENT INC.     | CYLINDER RENTAL                                                                | \$ 476.62     | dwwtp          |
| 370853        | 5/31/2025    | 5050122         | UTILITIES UNDERGROUND LOCATION | MAY LOCATE TICKETS                                                             | \$ 278.10     | dshop          |
| 370836        | 5/31/2025    | 55780           | PACIFIC SECURITY               | SECURITY DETAIL                                                                | \$ 696.19     | court          |
| 370972        | 5/31/2025    | IN963302        | NOANET                         | NOC SERVICES, MAY 2025                                                         | \$ 11,661.47  | fiber          |
| 370854        | 6/1/2025     | 052-0010-00     | CITY OF ANACORTES              | OPS: 5/1 - 5/31/25                                                             | \$ 1,895.57   | dshop          |
| 370697        | 6/1/2025     | 1400163-0043-8  | WASTE MANAGEMENT               | MAY 2025 CONTRACTED SERVICES                                                   | \$ 158,001.94 | finance        |
| 370846        | 6/1/2025     | 149499          | VENTEK INTERNATIONAL           | WA PARK PAYSTATION MONITORING                                                  | \$ 270.00     | parks1         |
| 370712        | 6/1/2025     | 22-79868-03009  | WASTE MANAGEMENT               | WTP TRASH, RECYCLE PICKUP - 05/01-05/31/25                                     | \$ 303.44     | dwwtp          |
| 370774        | 6/1/2025     | 574756          | MOMENTUM TELECOM INC           | SIP TRUNKS 6/1-6/30/25                                                         | \$ 1,078.10   | finance        |
| 370953        | 6/1/2025     | Cogent - 250601 | COGENT COMMUNICATIONS, LLC     | BACKUP DEDICATED INTERNET ACCESS, JUNE 2025                                    | \$ 3,705.87   | fiber          |
| 370842        | 6/2/2025     | 14567198        | BROWN AND CALDWELL             | WWTP INCINERATION EVALUATION AND SOLIDS SYSTEM PLANNING - 4/25/25 - 5/22/25    | \$ 20,750.00  | dwwtp          |

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|---------------|--------------|----------------|--------------------------------|------------------------------------------------------------------------------|--------------|----------------|
| 370706        | 6/2/2025     | 220025931985   | PUGET SOUND ENERGY INC         | CHERRY LN & ORCHARD AVE ST LIGHTS: 5/2-6/2/25                                | \$ 12.65     | dshop          |
| 370708        | 6/2/2025     | 220030712800   | PUGET SOUND ENERGY INC         | STREET LIGHTS: 5/2-6/2/25                                                    | \$ 7.96      | dshop          |
| 370822        | 6/2/2025     | 30             | ISLAND HEALTH                  | PRE-EMPLOYMENT DRUG SCREEN: BEAUPRE                                          | \$ 29.00     | apd            |
| 370855        | 6/2/2025     | 389017         | DEPT OF LABOR & INDUSTRIES     | FACILITIES MAINTENANCE                                                       | \$ 921.60    | pwfac          |
| 370961        | 6/2/2025     | ReimbEly       | ELY, SCOTT                     | REIMBURSE FOR MARINE 29 (#2003) FUEL                                         | \$ 60.60     | medic          |
| 370831        | 6/3/2025     | 0002400732     | CENTRAL WELDING SUPPLY CO, INC | O2 FOR AMBULANCES                                                            | \$ 154.18    | medic          |
| 370824        | 6/3/2025     | 1473           | SKAGIT SHOOTING RANGE, LLC     | NEW HIRE QUALS - RANGE                                                       | \$ 38.08     | apd            |
| 370703        | 6/3/2025     | 1793485        | WALTON BEVERAGE COMPANY, INC   | OPS: BREAKROOM SUPPLIES                                                      | \$ 108.00    | dshop          |
| 370704        | 6/3/2025     | 1793486        | WALTON BEVERAGE COMPANY, INC   | OPS: BREAKROOM SUPPLIES                                                      | \$ 302.50    | dshop          |
| 370764        | 6/3/2025     | 3783           | DXTEL LLC                      | ONLINE MARKETING LIBRARY SUBSCRIPTION. JUNE 2025                             | \$ 895.00    | fiber          |
| 370702        | 6/3/2025     | 379392A        | BAY CITY SUPPLY                | SUPPLIES FOR FACILITIES                                                      | \$ 79.82     | pwfac          |
| 370828        | 6/3/2025     | 12506369       | WASHINGTON STATE PATROL        | BACKGROUND CHECKS; MAY 2025                                                  | \$ 156.00    | apd            |
| 370762        | 6/4/2025     | 1195           | BE ENTERPRISES LLC             | 2025 WTP JANITORIAL SERVICES - MAY 2025                                      | \$ 1,120.00  | pw1            |
| 370660        | 6/4/2025     | 1199           | BE ENTERPRISES LLC             | PUBLIC RESTROOM MAINTENANCE                                                  | \$ 3,695.10  | plan           |
| 370761        | 6/4/2025     | 1202           | BE ENTERPRISES LLC             | 2025 JANITORIAL SERVICES - MAY 2025                                          | \$ 10,027.30 | pw1            |
| 370777        | 6/4/2025     | 173            | THRIFTY CLEANERS               | UNIFORM CLEANING 5/1/25-5/31/25                                              | \$ 128.10    | apd            |
| 370872        | 6/4/2025     | 2466-5         | MAKERS ARCHITECTURE            | SHARPE'S CORNER SITE ANALYSIS AND OPTIONS - MAY 2025                         | \$ 970.00    | plan           |
| 370711        | 6/4/2025     | 248 984 6277 5 | CASCADE NATURAL GAS CORP.      | WTP 04/30/25 - 6/03/25                                                       | \$ 1,723.42  | dwtpt          |
| 370714        | 6/4/2025     | 3197           | NORTHWEST CORROSION            | WATER TRANSMISSION PIPELINE CATHODIC PROTECTION SYSTEM TESTING/EVALUATION    | \$ 1,314.65  | dwtpt          |
| 370766        | 6/4/2025     | 35146          | TRANSPO GROUP USA, INC.        | TRANSPORTATION ELEMENT OF THE 2025 COMPREHENSIVE PLAN THROUGH 5/30/25        | \$ 5,212.50  | pw1            |
| 370715        | 6/4/2025     | 590889         | DAVID EVANS & ASSOCIATES INC   | EAGLE VIEW COURT SEWER SERVICE PROJECT - SURVEY & ANALYSIS 4/13/25 - 5/17/25 | \$ 11,018.41 | pw1            |

| Invoice Doc # | Invoice Date | Invoice #    | Vendor Full Name               | Description                                                                | Total Amount | Approval Queue |
|---------------|--------------|--------------|--------------------------------|----------------------------------------------------------------------------|--------------|----------------|
| 370594        | 6/4/2025     | 9341176649   | GRAYBAR ELECTRIC COMPANY, INC  | SHORT PAY OF TAX ON INVOICE 387698867 - DOC#366237                         | \$ 1,654.15  | fiber          |
| 370756        | 6/4/2025     | ARIV1015444  | HANSON PROFESSIONAL SERVICES   | THOMPSON TRAIL TRESTLE AND CAUSEWAY REPLACEMENT: DESIGN - THROUGH 6/2/25   | \$ 3,390.34  | parks1         |
| 370975        | 6/5/2025     | 35173        | TRANSPO GROUP USA, INC.        | PEDESTRIAN ROADWAY CROSSING IMPROVEMENT PROJECT - DESIGN - THROUGH 5/31/25 | \$ 2,281.25  | pw1            |
| 370839        | 6/5/2025     | 380179       | BAY CITY SUPPLY                | SUPPLIES FOR FACILITIES                                                    | \$ 1,267.25  | pwfac          |
| 370713        | 6/5/2025     | 738          | OSBORN CONSULTING, INC         | NPDES PERMIT COMPLIANCE SUPPORT SERVICES - THROUGH 5/31/25                 | \$ 7,430.73  | pw1            |
| 370710        | 6/5/2025     | 824239       | BLADE CHEVROLET, INC           | PART FOR VEHICLE #197                                                      | \$ 43.50     | dshop          |
| 370835        | 6/5/2025     | 9531068824   | GRAINGER                       | COUPLING INSERT                                                            | \$ 148.75    | dwwtp          |
| 370967        | 6/6/2025     | 0338739-IN   | NELSON-REISNER DISTRIBUTOR INC | SUPPLIES FOR SHOP                                                          | \$ 645.58    | dshop          |
| 370755        | 6/6/2025     | 112-0810-02  | KAUSHAL, NARESH & REKHA        | UB Refund Cst #066676                                                      | \$ 95.27     | finance        |
| 370830        | 6/6/2025     | 220013286491 | PUGET SOUND ENERGY INC         | APD 5/7-6/5/25                                                             | \$ 2,492.44  | apd            |
| 370850        | 6/6/2025     | 220013286525 | PUGET SOUND ENERGY INC         | HEART OF ANACORTES 5/6-6/5/25                                              | \$ 38.17     | parks1         |
| 370843        | 6/6/2025     | 220015523313 | PUGET SOUND ENERGY INC         | CAR CHARGING STATION: 5/7-6/5/25                                           | \$ 43.05     | dshop          |
| 370823        | 6/6/2025     | 220021901958 | PUGET SOUND ENERGY INC         | 1958 PW TSUNAMI WARNING 5/7-6/5/25                                         | \$ 10.89     | dwwtp          |
| 370754        | 6/6/2025     | 700-3630-00  | MCKNIGHT, MEGHAN               | UB Refund Cst #064579                                                      | \$ 79.00     | finance        |
| 370954        | 6/6/2025     | ReimbOleary  | O'LEARY, TIMOTHY               | LONG TERM CARE PAYMENT REIMBURSEMENT LEOFF1 RETIRFF                        | \$ 396.00    | hr             |
| 370771        | 6/9/2025     | 0002402953   | CENTRAL WELDING SUPPLY CO, INC | O2 FOR AMBULANCES                                                          | \$ 106.79    | medic          |
| 370767        | 6/9/2025     | 14135        | PETDATA, INC                   | PETDATA LICENSING FEES MAY                                                 | \$ 500.00    | finance        |
| 370829        | 6/9/2025     | 1581         | FIDALGO CLEANING               | APD CLEANING & SUPPLIES 5/19-6/1/25                                        | \$ 905.00    | apd            |
| 370775        | 6/9/2025     | 1605609      | LIFE ASSIST, INC               | EMERGENCY CRICOTHYROTOMY KIT                                               | \$ 25.39     | medic          |
| 370776        | 6/9/2025     | 1606179      | LIFE ASSIST, INC               | I-GEL PACKS, MEGAMOVERS, EXAM GLOVES, SYRINGES, NEBULIZERS, TAPF           | \$ 2,696.87  | medic          |
| 370968        | 6/9/2025     | 16225        | HUGHES FIRE EQUIPMENT, INC.    | PART FOR VEHICLE #222                                                      | \$ 463.42    | dshop          |

| Invoice Doc # | Invoice Date | Invoice #    | Vendor Full Name               | Description                                                               | Total Amount         | Approval Queue |
|---------------|--------------|--------------|--------------------------------|---------------------------------------------------------------------------|----------------------|----------------|
| 370873        | 6/9/2025     | 208390       | ENVIRONMENTAL SCIENCE ASSOC    | 16TH STREET AND D AVENUE IMPROVEMENT - CRITICAL AREAS REPORT - APRIL 2025 | \$ 276.00            | pw1            |
| 370840        | 6/9/2025     | 2ND QTR 2025 | SKAGIT COUNTY DISTRICT COURT   | COMMUNITY COURT - 2ND QTR                                                 | \$ 1,950.00          | court          |
| 370841        | 6/9/2025     | 2ND QTR 2025 | SKAGIT COUNTY DISTRICT COURT   | 2ND QTR PROBATION FEES                                                    | \$ 13,400.00         | court          |
| 370833        | 6/9/2025     | 31-C23060922 | CONDUENT PAYMENT INTEGRITY SOL | REFUND AMBULANCE PAYMENT C23060922                                        | \$ 50.00             | finance        |
|               | <b>Total</b> |              |                                |                                                                           | <b>\$ 822,186.52</b> |                |



## City Council Agenda Bill

**Meeting Date:** June 16, 2025      **Agenda Item:** 5.c.

**Agenda Item Title:** Contract Modification: Fire Station 1 Remodel - Design #25-035-AFD-001

**Staff Contact(s):** Bill Harris

| <b><u>Approved for Submittal to Council by</u></b> | <b><u>Action Type</u></b> |
|----------------------------------------------------|---------------------------|
| Tiffany Matson                                     | Contract Modification     |
| Bill Harris                                        |                           |

**Item Summary:** City staff seeks Council consent to issue a contract modification to Underwood & Associates, LLC in the amount of \$20,000.00, increasing the total contract price to \$50,000.00, to add mechanical/plumbing engineering and electrical engineering for the design of the project.

**Background:**

1. **Reason for Contract Change:** The modification adds mechanical/plumbing engineering and electrical engineering for the design of the project.
2. **History:** The final project is to complete some additional kitchen and living space that is needed at Fire Station #1 to properly accommodate the personnel assigned to the 2nd staffed unit. We are also intending to add new fiber based alerting technology to all 3 of our stations. This will be more reliable and will give our crews notification of pending 911 calls faster than the radio technology we rely upon today.
3. **Key Terms:** increase of \$20,000.00, no change to term of agreement.
4. **Competitive Bidding:** Per RCW 39.80 this engineering consultant was selected from the City's MRSC Architectural, Landscape Architectural, and Engineering Service Roster to provide a proposal for this scope of work.

**Budget Impact:**

|                           |                             |
|---------------------------|-----------------------------|
| Consultant                | Underwood & Associates, LLC |
| Original Agreement Amount | \$30,000.00                 |

|                               |                    |
|-------------------------------|--------------------|
| Current Agreement Amount      | \$30,000.00        |
| Change Per This Modification  | \$20,000.00        |
| Total After Modification      | \$50,000.00        |
| Earmarked Funds               | \$350,000.00       |
| BARS #                        | 001.320.594.22.62  |
| Paid on Contract as of 6/6/25 | \$13,287.50        |
| Budget Amendment Required?    | No                 |
| Start Date                    | Contract execution |
| End Date                      | 12/31/26           |

**Previous Action:** N/A

**Recommended Motion:** I move to authorize the Mayor to sign a contract modification with Underwood & Associates, LLC under Contract 25-035-AFD-001, in the amount of \$20,000 increasing the total contract price to \$50,000.00.

**Alternative Actions:** Not approve the modification.

**Attachments (listed in order presented):**

1. 25-035-AFD-001 - Mod 01



Date June 9, 2025  
Page 1 of 1 Page

Contract Title FIRE STATION 1 REMODEL – DESIGN  
Consultant UNDERWOOD & ASSOCIATES, LLC

**BACKGROUND**

This modification is issued in accordance with Article 21, Changes/Additional Work and provides for an addition to the Scope of Work to add mechanical/plumbing engineering and electrical engineering for the design of the project. Accordingly, the contract price is increased by \$20,000.00, from \$30,000.00 to \$50,000.00, and the following changes are incorporated under this contract:

**ARTICLE 1. Scope of Work.** The first sentence is revised to read:

“Under this Agreement, the Consultant shall perform architectural design services for the Anacortes Fire Department Station 1 Remodel project as detailed in Exhibit A-1, which is attached hereto and incorporated by reference.”

**ARTICLE 2. Price and Payment Terms.** The paragraph is revised to read:

“The services provided under this Agreement shall be on a time and materials basis not-to-exceed **Fifty Thousand Dollars (\$50,000.00)**. The billable rates for services provided shall be in accordance with Exhibit A-1.”

All other terms of the contract remain unchanged.

**CITY OF ANACORTES**

**UNDERWOOD & ASSOCIATES, LLC**

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

|                              |                    |                                       |                   |
|------------------------------|--------------------|---------------------------------------|-------------------|
| Original Agreement Amount    | <u>\$30,000.00</u> | Original Contract Completion Date     | <u>12/31/2026</u> |
| Current Agreement Amount     | <u>\$30,000.00</u> | Current Contract Completion Date      | <u>12/31/2026</u> |
| Change Per this Modification | <u>\$20,000.00</u> | Net Change                            | <u>0</u>          |
| Total After Modification     | <u>\$50,000.00</u> | Contract Completion Date After Change | <u>12/31/2026</u> |



UNDERWOOD  
& ASSOCIATES, LLC

underwood and associates, llc

1005 Fourth Street, Anacortes, Washington, 98221 \* 360.588.0471

January 13, 2025

**REV. 01 – UPDATED TO INCLUDE MEP CONSULTANTS 25-035-AFD-001 JUNE 2, 2025**

Anacortes Fire Department  
Attn: Fire Chief Bill Harris  
1016 13<sup>th</sup> Street, Anacortes, WA 98221  
Phone: (360) 299-1979  
Email: [billh@anacorteswa.gov](mailto:billh@anacorteswa.gov)

Dear Chief Harris,

We are pleased to provide this proposal for architectural services for the Anacortes Fire Department, Station 1 Remodel. To address the needs of this project we will assemble a comprehensive design team that is highly experienced, focused, and committed to the goal of creating a space that meets your project goals.

Below is a summary of the overall project scope. The project will be divided into two phases. The first phase will include only the architectural team and will include schematic design, code summaries, and a pre-application meeting with the City of Anacortes. Phase 2 will include the entire design team (mechanical, plumbing, electrical, and additional consultants that may be required).

Phase 1:

- Site visit to measure the existing Station 1 building and input as-built drawings into our BIM software.
- Design a remodel that adds one shower, one sleeping area, and a kitchen remodel / reallocation of space.
- Provide code summaries, project info, and architectural site plan.
- Attend Pre-application meeting.

Phase 2:

- Complete architectural drawings and compile consultants' drawings for bidding purposes
- Apply for permit with City of Anacortes

Phase 3:

- Construction administration

The following pages include a list of project assumptions, an architectural fee proposal, terms and hourly rate schedule.

We look forward to collaborating with you and the other members of the team to deliver a great project through smart design and excellent teamwork. Please let me know if you have any questions about this proposal.

Best Regards,

Mike Underwood, AIA  
Architect

## Proposal for Architectural Services

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*Project assumptions which are the basis of this proposal:*

- The project will require building permit(s) from the City of Anacortes.
- At the time of this proposal, the project delivery method will be design/bid/build.
- Underwood and Associates will complete a construction document “bid set” of the approved design and will coordinate with selected consultants as directed.
- For the purposes of project planning and budgeting the design team will provide drawings to the consultants that represent Phase 1 of the work, which brings the plan development to the end Phase 1. This plan set will be provided for the purposes of the Anacortes Fire Department budgeting and planning. Upon approval to proceed, the remainder of the project will be completed.
- Significant revisions to previously developed project design and documents are time consuming and costly, especially as the project design and documentation progresses. Therefore owner-directed changes to previously issued design documents are an additional service. In general, “significant” revisions are those that require more than two hours to implement.
- See deliverables below for description of scope of work and fee schedule.
- This proposal is for architectural and structural engineering services only.
- Mechanical drawings, plumbing drawings, and electrical plans will be required by the building department and shall be provided at the time of building permit submittal. As a design/bid/build project, MEP sub-contractors will provide these documents in concert with the architectural plan set.
- Phase 1 of this proposal only includes architectural work. At the time that the project is approved to move to Phase 2, Underwood & Associates will provide proposals for additional consultant work (mechanical, electrical, and plumbing, as needed). Phase 3 includes Construction Administration for the duration of construction.
- Construction Administration services (client meetings, RFI's, etc.) will be billed time and material as needed, or as requested.

## Outline Scope of Services

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### Phase One

#### PROJECT FEASIBILITY & SCHEMATIC DESIGN

##### Outreach:

- Project kick-off with Clients.
- General coordination with the City of Anacortes and Anacortes Fire Department

##### Design / Coordination:

- Provide Schematic Design (SD) based on programming

##### Regulatory:

- Provide Land Use and Building Code analyses.

##### Documentation:

- Proposed floor plan sheets
- Code Summaries

#### DESIGN DEVELOPMENT

##### Meetings:

- Meetings with the Owner and Consultants as needed.

##### Design:

- Develop approved Schematic Design.

##### Coordination:

- Distribute CAD backgrounds / BIM model to structural.
- Coordinate with structural and MEP as necessary.
- Document review and QC.

##### Documentation:

- Develop Design Development (DD) Drawing set

##### Regulatory:

- Provide 40% complete plans and construction cost estimate to the Anacortes Fire Department.

### Phase Two

#### CONSTRUCTION DOCUMENTS

##### Meetings:

- Meetings with the Owner and Consultants as needed.

##### Design:

- Refine and finalize floor plans and interior elevations
- Prepare enlarged plans, sections, and details
- Revise and finalize window and door schedule, as needed.

##### Coordination:

- Coordinate with structural and MEP, as necessary.
- Document review and QC

#### Documentation 1:

- Prepare submittals for Building Permit
- Finalize and issue the Building Permit Drawings Set

#### Regulatory:

- Prepare and submit documents for Building Permit
- Prepare responses to Building Permit corrections and submit responses, as required.

#### Documentation 2:

- Provide the City with a “bid set”

### **BID SUPPORT**

#### Coordination and Documentation:

- Prepare and hold a pre-bid conference.
- Assist the City of drafting responses to bidder questions in order for the City to issue addenda.

### **Phase Three**

### **CONSTRUCTION ADMINISTRATION**

#### Administrative:

- Set up Construction Administration (CA) document tracking and filing systems.

#### Meetings:

- Attend weekly OAC meetings and site visits

#### Design and Documentation:

- Review and respond to Product Submittals and RFIs
- Prepare and issue ASI and ASKs in response to RFIs
- Coordinate design changes due to RFIs or existing conditions
- Maintain logs of ASI, ASK, RFI, Submittals, and Reports

#### Closeout:

- Prepare punch list and back punch
- Assemble project documentation

### **ARCHITECTURE FEE PROPOSAL**

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The fees below are quantified by minimum project information provided to us and can be refined as more detailed information is provided/discussed.

| <b>Phases</b>                          | <b>Fee</b> |
|----------------------------------------|------------|
| Phase 1                                | \$ 8,620   |
| Phase 2                                | \$ 11,400  |
| Phase 3 - Construction Administration: | \$ 4,200   |
| Total Base Architectural fee           | \$ 24,220  |

|                                              |            |
|----------------------------------------------|------------|
| <b>Consultants – Added 6/2/25</b>            | <b>Fee</b> |
| Mechanical / Plumbing – JTK Engineering      | \$ 8,050   |
| Electrical – K Engineers                     | \$ 8,625   |
| Total Consultant Work (Including 15% Markup) | \$ 16,675  |

## Terms

Reimbursable project expenses such as documents printing, parking, and travel are in addition to the fees listed above and will be invoiced at cost plus administrative mark-up of 15%. Any design team consultants who are contracted to Underwood and Associates will be invoiced at cost plus administrative mark-up of 15%. Invoices will be sent monthly, to be paid within thirty (30) days of receipt.

Underwood and Associates standard staff hourly rates for 2025:

|                     |        |
|---------------------|--------|
| Project Architect   | \$ 160 |
| Associate Architect | \$ 130 |
| Drafting Technician | \$ 110 |
| Administrator       | \$ 95  |

## ADJUSTMENTS AND DEFINITIONS

NOT INCLUDED IN THIS PROPOSAL: Work by Consultants, Engineers, and/or additional requirements by the Jurisdiction Having Authority (the local Building Department).

REIMBURSABLE EXPENSES: Reimbursable expenses are in-house printing and postage. Plans printed in house are 11x17 copies at \$0.50, and 24x36 copies at \$3.50. Reimbursable expenses are billed at 1.1 times the cost.

ACCESS TO SITE: Unless otherwise stated, Underwood & Associates shall have access to the site for activities necessary for the performance of the services.



## City Council Agenda Bill

**Meeting Date:** June 16, 2025      **Agenda Item:** 6.a.

**Agenda Item Title:** Ordinance 5001: Transportation Improvement Program

**Staff Contact(s):** Andrew Rheume

| <b><u>Approved for Submittal to Council by</u></b> | <b><u>Action Type</u></b> |
|----------------------------------------------------|---------------------------|
| Greg Francioch                                     | Public Hearing            |
| Andrew Rheume                                      |                           |

**Item Summary:** The City of Anacortes must approve a Six-Year Transportation Improvement Plan (TIP) annually prior to July 1st per RCW 35.77. Once approved, the City's TIP will be incorporated into the Skagit Council of Governments TIP, then subsequently incorporated into the Washington State TIP. The TIP must be considered through a public hearing and adopted by ordinance. This year the TIP has been informed by the process of transportation master planning over the last year. Transportation master planning has involved stakeholder engagement and public input throughout the process.

**Budget Impact:**  
Six-year TIP will be incorporated into the six-year Capital Facilities Plan

**Previous Action:** City Council approved Ordinance 4082 adopting the 2025-2030 Six-year Transportation Improvement Program on June 17, 2024.

**Recommended Motion:** At second read: I move to approve ordinance 5001 adopting the 2026-2031 Transportation Improvement Program.

**Alternative Actions:** Direct staff to change the TIP and return to city council for consideration. Must be approved by July 1, 2025.

**Attachments (listed in order presented):**

1. Anacortes 2026-2031 TIP DRAFT 6-2-25



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# ***DRAFT** 2026-2031 Transportation Improvement Program*

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**Matt Miller, Mayor**

**Andy Rheume, Public Works Director**

## **2025 City Council Members**

Ryan Walters, Ward 1

Christine Cleland-McGrath, Ward 2

TJ Fantini, Ward 3

Amanda Hubik, Position 4

Bruce McDougall, Position 5

Carolyn Moulton, Position 6

Anthony Young, Position 7

**Public Hearing June 2, 2025**

**City Council Resolution 2025-\_\_\_\_ Adopted June \_\_, 2025**

## Introduction

The 2026-2031 Transportation Improvement Program (TIP) is required by **RCW 35.77.010** and is informed by the transportation, land use, and climate plans of the City of Anacortes, as well as partner organizations, such as the Skagit Council of Governments (SCOG), area Tribes, Skagit County, Skagit Transit, and WSDOT.

### **RCW 35.77.010 Perpetual advanced six-year plans for coordinated transportation program expenditures—Nonmotorized transportation—Railroad right-of-way.**

(1) The legislative body of each city and town, pursuant to one or more public hearings thereon, shall prepare and adopt a comprehensive transportation program for the ensuing six calendar years. If the city or town has adopted a comprehensive plan pursuant to chapter [35.63](#) or [35A.63](#) RCW, the inherent authority of a first-class city derived from its charter, or chapter [36.70A](#) RCW, the program shall be consistent with this comprehensive plan. The program shall include any new or enhanced bicycle or pedestrian facilities identified pursuant to RCW [36.70A.070](#)(6) or other applicable changes that promote nonmotorized transit.

The program shall be filed with the secretary of transportation not more than thirty days after its adoption. Annually thereafter the legislative body of each city and town shall review the work accomplished under the program and determine current city transportation needs. Based on these findings each such legislative body shall prepare and after public hearings thereon adopt a revised and extended comprehensive transportation program **before July 1st of each year**, and each one-year extension and revision shall be filed with the secretary of transportation not more than thirty days after its adoption. The purpose of this section is to assure that each city and town shall perpetually have available advanced plans looking to the future for not less than six years as a guide in carrying out a coordinated transportation program. The program may at any time be revised by a majority of the legislative body of a city or town, but only after a public hearing.

The six-year plan for each city or town shall specifically set forth those projects and programs of regional significance for inclusion in the transportation improvement program within that region.

(2) Each six-year transportation program forwarded to the secretary in compliance with subsection (1) of this section shall contain information as to how a city or town will expend its moneys, including funds made available pursuant to chapter [47.30](#) RCW, for nonmotorized transportation purposes.

(3) Each six-year transportation program forwarded to the secretary in compliance with subsection (1) of this section shall contain information as to how a city or town shall act to preserve railroad right-of-way in the event the railroad ceases to operate in the city's or town's jurisdiction.

## City of Anacortes Transportation Improvement Program: **2026-2031 DRAFT**

|     |                                                                                                                                                                                                           |                                                                                                                                                  |                   | Previous    | Funded      |              |             | Unfunded    |              |                                      |                                  |  |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------|-------------|--------------|-------------|-------------|--------------|--------------------------------------|----------------------------------|--|
| No. | Project Title                                                                                                                                                                                             | Project Description                                                                                                                              | Funding Source(s) | Budgets     | 2026        | 2027         | 2028        | 2029        | 2030         | 2031                                 | Total                            |  |
| 1   | Annual ADA Accessibility Improvements and Trip Hazard Removal Program                                                                                                                                     | ADA ramp upgrades & pedestrian safety projects to eliminate trip hazards.                                                                        | Local             | \$115,000   | \$120,000   | \$125,000    | \$130,000   | \$135,000   | \$140,000    | \$145,000                            | \$910,000                        |  |
| 2   | Annual Pavement Management Program                                                                                                                                                                        | Street Resurfacing / Rechannelization                                                                                                            | Local             | \$1,800,000 | \$1,800,000 | \$1,800,000  | \$1,800,000 | \$1,800,000 | \$1,800,000  | \$1,800,000                          | \$12,600,000                     |  |
| 3   | Annual Sidewalks and Bikeways Program<br>a. Isle Way easement to Oakes (SR 20)<br>b. Q Avenue (7th to 11th St) & (4th to 7th)<br>c. L Avenue (18th St to 22nd St)<br>d. E & F Avenues (9th St to 10th St) | Paved pathway to transit bus stop                                                                                                                | Local             | \$200,000   | \$300,000   | \$300,000    | \$300,000   | \$300,000   | \$300,000    | \$300,000                            | \$2,000,000                      |  |
|     |                                                                                                                                                                                                           |                                                                                                                                                  |                   |             | \$85,000    |              |             |             |              |                                      |                                  |  |
|     |                                                                                                                                                                                                           |                                                                                                                                                  |                   |             | \$185,000   |              |             |             |              |                                      |                                  |  |
|     |                                                                                                                                                                                                           |                                                                                                                                                  |                   |             | \$30,000    | \$300,000    |             |             |              |                                      |                                  |  |
| 4   | 9th Street Downtown to Marina Pedestrian Link                                                                                                                                                             | Pedestrian crossing improvement<br>Landscape & Streetscape Upgrades                                                                              | Local             |             | \$250,000   |              |             |             |              |                                      |                                  |  |
| 5   | Kansas Avenue Multimodal Connection<br><br>(West 3rd Street to West 2nd Street)                                                                                                                           | Construct street for multimodal transportation network connectivity.                                                                             | Local             |             | \$450,000   | \$2,500,000  |             |             |              |                                      |                                  |  |
|     |                                                                                                                                                                                                           |                                                                                                                                                  |                   |             |             |              |             |             |              | TIB Active Transportation Grant 2025 | \$2,950,000                      |  |
| 6   | March's Point Road - Trestle - Park-N-Ride Trail                                                                                                                                                          | Waterline replacement project, bike lanes to connect Tommy Thompson Trail to the Skagit Transit Park & Ride.                                     | Local             |             | \$250,000   |              |             |             |              |                                      |                                  |  |
|     |                                                                                                                                                                                                           |                                                                                                                                                  | Unknown           |             |             | \$500,000    |             |             |              | TIB Active Transportation Grant 2025 |                                  |  |
|     |                                                                                                                                                                                                           |                                                                                                                                                  | Unknown           |             |             | \$500,000    |             |             |              | WSDOT Ped-Bike Safety Grant 2026     |                                  |  |
| 7   | Commercial Avenue (SR 20) Safety Improvements<br><br>SR 20 Spur to 12th Street                                                                                                                            | RRFB crossings, signal backplates, flashing yellow arrows, LPI, curb extensions, marked bike lanes, access management.                           | Local             |             | \$500,000   | \$250,000    |             |             |              |                                      |                                  |  |
|     |                                                                                                                                                                                                           |                                                                                                                                                  | Unknown           |             |             | \$3,000,000  |             |             |              | USDOT SS4A 2025/2026                 |                                  |  |
| 8   | Oakes Avenue (SR 20 Spur) Active Transportation Safety Improvements<br><br>Anacopper Road to G Street                                                                                                     | Separated Two-Way Multiuse Pathway, pedestrian crossing improvements, speed feedback signs                                                       | Local             |             | \$750,000   | \$500,000    |             |             |              |                                      |                                  |  |
|     |                                                                                                                                                                                                           |                                                                                                                                                  | Unknown           |             |             | \$5,000,000  |             |             |              | TIB Complete Streets Grant 2027/28   |                                  |  |
|     |                                                                                                                                                                                                           |                                                                                                                                                  |                   |             |             |              |             |             |              | TIB Active Transportation Grant 2025 | \$6,250,000                      |  |
| 9   | 30th Street Sidewalk & Bikeway Improvements                                                                                                                                                               | R Ave to O Ave                                                                                                                                   | Local             |             |             | \$150,000    |             |             |              |                                      |                                  |  |
| 10  | Anacortes Safe Routes to School                                                                                                                                                                           |                                                                                                                                                  | Unknown           |             |             |              |             | \$600,000   |              |                                      | \$750,000                        |  |
|     |                                                                                                                                                                                                           |                                                                                                                                                  | Local             |             |             |              | \$100,000   |             |              |                                      | WSDOT Safe Route to School 26/28 |  |
|     |                                                                                                                                                                                                           |                                                                                                                                                  | Unknown           |             |             |              |             | \$2,000,000 |              |                                      | \$2,100,000                      |  |
| 11  | 12th St (SR 20) / K Avenue Intersection Safety & Active Transportation Improvements                                                                                                                       | Forecast for LOS F by 2045. Feasibility study and construction of 2-way stop to traffic signal or roundabout                                     | STBG              |             | \$250,000   |              |             |             |              |                                      |                                  |  |
|     |                                                                                                                                                                                                           |                                                                                                                                                  | Unknown           |             |             |              |             | \$2,250,000 |              |                                      | \$2,500,000                      |  |
| 12  | Fidalgo Bay Road Reconstruction<br><br>Samish Indian Nation pursuit of grant funding to reconstruct road to improve access for economic development.                                                      | Street improvements                                                                                                                              | Local             |             |             |              | \$1,000,000 |             |              |                                      |                                  |  |
|     |                                                                                                                                                                                                           |                                                                                                                                                  | Unknown           |             |             |              |             |             | \$8,500,000  |                                      | \$9,500,000                      |  |
| 13  | Commercial Avenue Landscaping Improvements<br><br>(14th Street to 34th Street)                                                                                                                            | Corridor active transportation and landscaping improvements for traffic calming and beautification curb extensions, crossings, & street lighting | Local             |             |             |              |             |             |              |                                      | \$0                              |  |
|     |                                                                                                                                                                                                           |                                                                                                                                                  | Unknown           |             |             |              |             |             | \$3,000,000  | \$3,000,000                          | \$6,000,000                      |  |
| 14  | Guemes Channel Trail Phases 2, 3, 4                                                                                                                                                                       |                                                                                                                                                  | Local             |             |             | \$328,000    |             |             |              |                                      |                                  |  |
|     |                                                                                                                                                                                                           |                                                                                                                                                  | Unknown           |             |             |              |             |             | \$3,200,000  | \$4,000,000                          | \$7,528,000                      |  |
|     | Annual Totals and Grand Total                                                                                                                                                                             |                                                                                                                                                  |                   | \$2,115,000 | \$4,670,000 | \$14,953,000 | \$3,330,000 | \$7,085,000 | \$16,940,000 | \$9,245,000                          | \$58,338,000                     |  |
|     |                                                                                                                                                                                                           |                                                                                                                                                  |                   | Previous    | 2026        | 2027         | 2028        | 2029        | 2030         | 2031                                 |                                  |  |

## Project 1. Annual ADA Accessibility Improvements and Trip Hazard Removal Program

Modify existing non-compliant ramps and build new ramps. Prioritization of ramps in 2025 and beyond will be based on the new 2024 Public ROW ADA Transition Plan. Pedestrian safety projects to eliminate trip hazards and fill in sidewalk gaps.

|                   | Previous  | Funded    |           |           | Unfunded  |           |           |           |
|-------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Funding Source(s) | Budgets   | 2026      | 2027      | 2028      | 2029      | 2030      | 2031      | Total     |
| Local             | \$115,000 | \$120,000 | \$125,000 | \$130,000 | \$135,000 | \$140,000 | \$145,000 | \$910,000 |



## Project 2. Annual Pavement Management Program

A yearly project that provides multiple pavement management methods such as asphalt overlay, slurry seal, chip seal and crack sealing.

|                   | Previous    | Funded      |             |             | Unfunded    |             |             |              |
|-------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|
| Funding Source(s) | Budgets     | 2026        | 2027        | 2028        | 2029        | 2030        | 2031        | Total        |
| Local             | \$1,800,000 | \$1,800,000 | \$1,800,000 | \$1,800,000 | \$1,800,000 | \$1,800,000 | \$1,800,000 | \$12,600,000 |



## Project 3. Annual Sidewalk and Bikeways Program

Annual program to implement segments of the citywide Active Transportation Network for residents and visitors walking, biking, and rolling. Informed by new development opportunities, the Annual Concurrency Report, and the priorities established by the Anacortes Bicycle & Pedestrian Advisory Committee.

- a. Isle Way easement to Oakes Avenue (SR 20 Spur) - Paved pathway to Skagit Transit bus stop.
- b. Q Avenue (7th to 11th St) & (4th to 7th) - Marked bike lanes and sharrows.
- c. L Avenue (18th St to 22nd St) - Alternate walkways, sharrows, & signs.
- d. E & F Avenues (9th St to 10th St) - Concrete sidewalks, sharrows, & signs.

|                   | Previous  | Funded    |           |           | Unfunded  |           |           |             |
|-------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------------|
| Funding Source(s) | Budgets   | 2026      | 2027      | 2028      | 2029      | 2030      | 2031      | Total       |
| Local             | \$200,000 | \$300,000 | \$300,000 | \$300,000 | \$300,000 | \$300,000 | \$300,000 | \$2,000,000 |

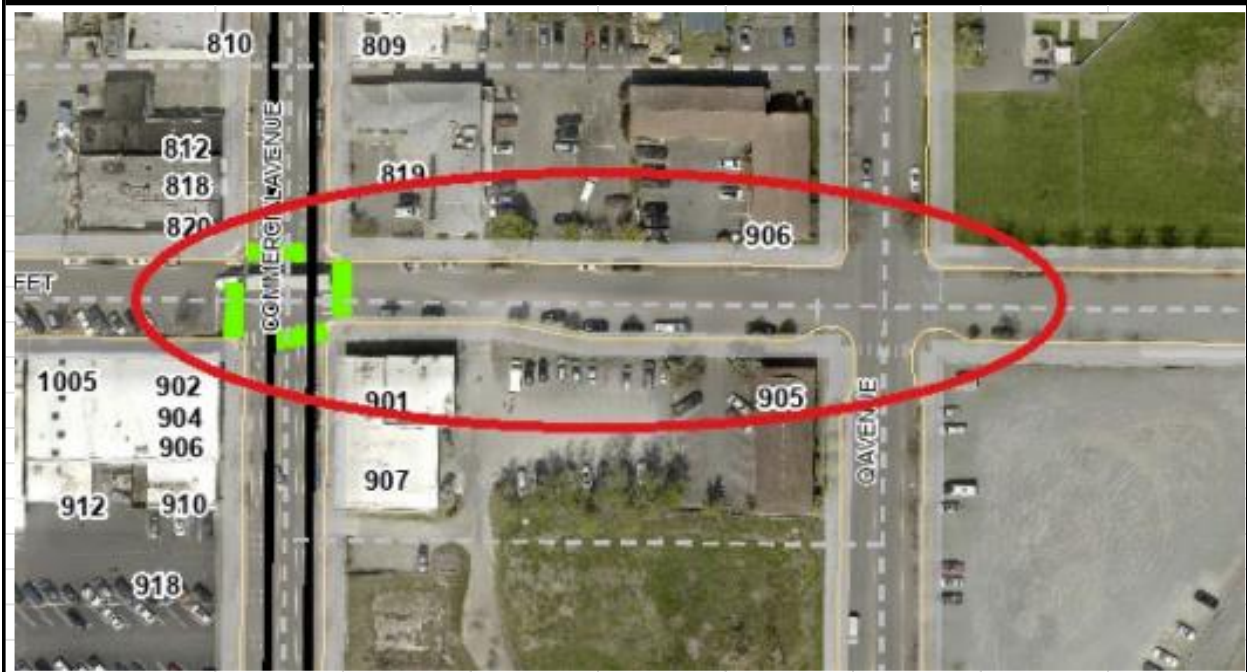


**Notes:** This annual set of active transportation projects is eligible and may provide competitive candidates for annual grant funding available through TIB's Urban Arterial Program, Active Transportation Program, and Complete Streets Program, as well as biennial grants through WSDOT Safe Routes to School, Pedestrian Bicycle Program, and City Safety Program.

## Project 4. 9th Street: Downtown to Marina Pedestrian Link

Enhance the pedestrian connections between downtown and Fidalgo Bay waterfront. Key considerations: Improve pedestrian crossings on Q/R Avenue near Cap Sante Marina, enhanced streetscape work for the 1 blocks of 9th from commercial to the beginning of the Port projects at 9th and Q designed to make a pleasant pedestrian connection between downtown and the waterfront. This would include landscaping, benches and public art, and would be timed in concert with the Port of Anacortes NW Basic Redevelopment Phase 2.1.

|                   | Previous | Funded    |      |      | Unfunded |      |      |           |
|-------------------|----------|-----------|------|------|----------|------|------|-----------|
| Funding Source(s) | Budgets  | 2026      | 2027 | 2028 | 2029     | 2030 | 2031 | Total     |
| Local             |          | \$250,000 |      |      |          |      |      | \$250,000 |



| Project 5. Kansas Avenue Multimodal Connection                                                                                                                                                |          |           |             |      |                                 |      |      |             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-------------|------|---------------------------------|------|------|-------------|
| (West 3rd Street to West 2nd Street)                                                                                                                                                          |          |           |             |      |                                 |      |      |             |
| Complete roadway construction for Kansas Avenue from West 3rd Street to West 2nd Street. Improved street network and pedestrian safety adding direct route to the arterial/collector network. |          |           |             |      |                                 |      |      |             |
|                                                                                                                                                                                               | Previous | Funded    |             |      | Unfunded                        |      |      |             |
| Funding Source(s)                                                                                                                                                                             | Budgets  | 2026      | 2027        | 2028 | 2029                            | 2030 | 2031 | Total       |
| Local                                                                                                                                                                                         |          | \$450,000 | \$2,500,000 |      |                                 |      |      |             |
|                                                                                                                                                                                               |          |           |             |      | TIB Active Transportation Grant |      |      | \$2,950,000 |

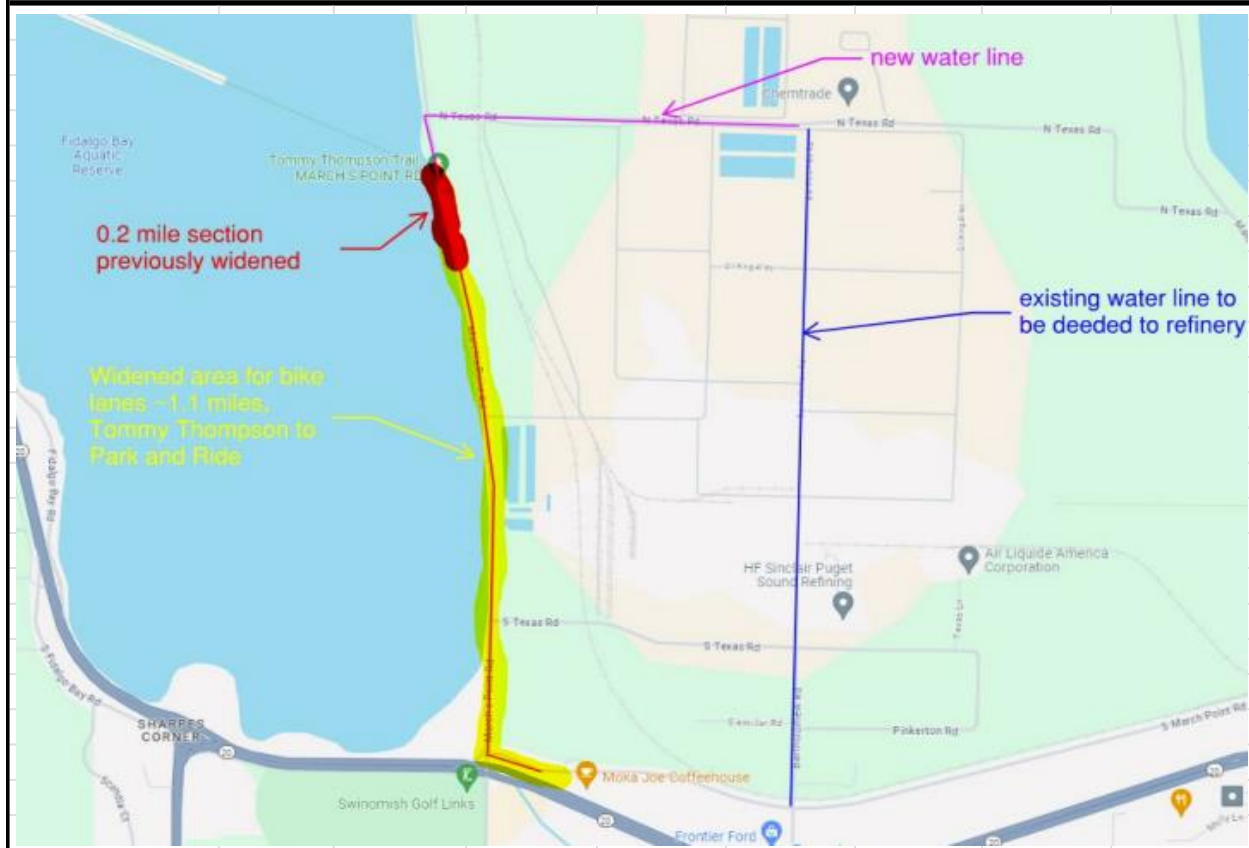


**Notes:** This multimodal transportation project is eligible and may be a competitive candidate for annual grant funding available through TIB’s Urban Arterial Program, Active Transportation Program, and Complete Streets Program, as well as biennial grants through WSDOT Pedestrian Bicycle Program.

## Project 6. March's Point Road - Trestle - Park-N-Ride - Trail

In conjunction with a waterline replacement project, the City will construct bike lanes along both sides of West March's Point Road and South March's Point Road connecting the Tommy Thompson Trail to the South March's Point Park & Ride; a distance of approximately 1.1-miles. The project includes Connecting Washington grant funds to be administered through WSDOT Local Programs.

|                   | Previous | Funded    |           |      | Unfunded                        |      |      |             |
|-------------------|----------|-----------|-----------|------|---------------------------------|------|------|-------------|
| Funding Source(s) | Budgets  | 2026      | 2027      | 2028 | 2029                            | 2030 | 2031 | Total       |
| Local             |          | \$250,000 |           |      |                                 |      |      |             |
| Unknown           |          |           | \$500,000 |      | WSDOT Ped-Bike Safety Grant     |      |      |             |
| Unknown           |          |           | \$500,000 |      | TIB Complete Streets Grant 2026 |      |      |             |
|                   |          |           |           |      | TIB Active Transportation Grant |      |      | \$1,250,000 |

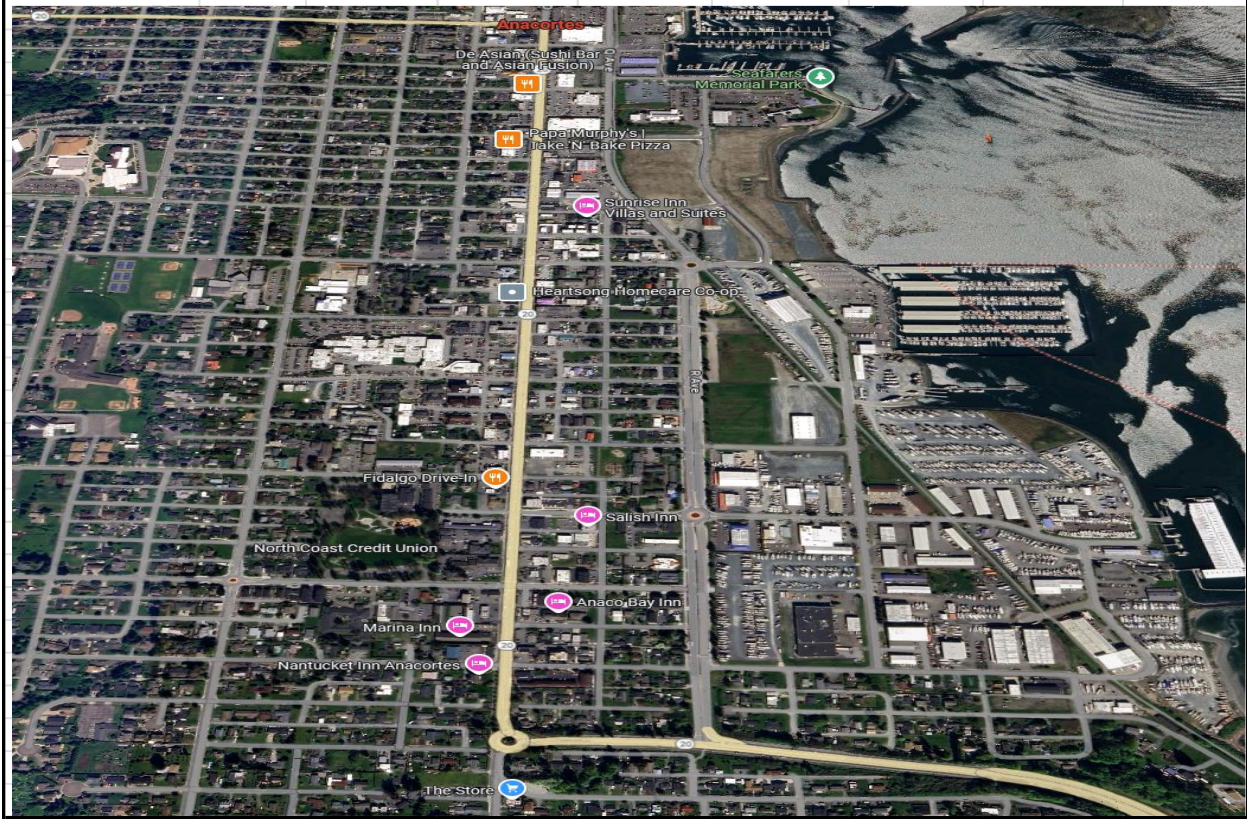


**Notes:** This active transportation project is eligible and may be a competitive candidate for annual grant funding available through TIB's Active Transportation Program, Complete Streets Program, as well as biennial grants through the WSDOT Pedestrian Bicycle Program.

## Project 7. Commercial Avenue Safety Improvements

Multimodal corridor safety improvements including retroreflective signal backplates, flashing yellow arrow signals, Leading Pedestrian Interval signal phases, four RRFB or HAWK signal crossing improvements, curb extensions, vehicle lane narrowing, speed feedback signs, access mangement, marked bike lanes.

|                   | Previous | Funded    |             |      | Unfunded                             |      |      |             |
|-------------------|----------|-----------|-------------|------|--------------------------------------|------|------|-------------|
| Funding Source(s) | Budgets  | 2026      | 2027        | 2028 | 2029                                 | 2030 | 2031 | Total       |
| Local             |          | \$500,000 | \$250,000   |      | USDOT SS4A 2025/2026                 |      |      |             |
| Unknown           |          |           | \$3,000,000 |      | TIB Urban Arterial Program 2025/2026 |      |      | \$3,750,000 |



**Notes:** This multimodal transportation safety project is identified as project S-3 in the Anacortes Comprehensive Safety Action Plan and may be a competitive candidate for grant funding available through the USDOT Safe Streets and Roads for All (SS4A) program, the TIB Active Transportation Program, and Complete Streets Program, as well as biennial grants through WSDOT Pedestrian Bicycle Program and City Safety Program. Federal Surface Transportation Block Grants (STBG) and Transportation Alternatives (TA) grants administered through SCOG may also provide funding for this regional project.

## Project 8. Oakes Avenue (SR 20 Spur) Active Transportation

Construction of a 10 to 12 foot wide two-way paved multiuse pathway separated from Oakes Avenue (SR 20 Spur) between Anacopper Mine Road and A Avenue. Identified as project S-8 in the Comprehensive Safety Action Plan and as project WSDOT WS-3 on the Active Transportation Network.

|                   | Previous | Funded    |             |      | Unfunded                             |      |      |             |
|-------------------|----------|-----------|-------------|------|--------------------------------------|------|------|-------------|
| Funding Source(s) | Budgets  | 2026      | 2027        | 2028 | 2029                                 | 2030 | 2031 | Total       |
| Local             |          | \$750,000 | \$500,000   |      | USDOT SS4A 2025/2026                 |      |      |             |
| Unknown           |          |           | \$5,000,000 |      | TIB Complete Streets Grant 2027/28   |      |      |             |
|                   |          |           |             |      | TIB Active Transportation Grant 2025 |      |      | \$6,250,000 |

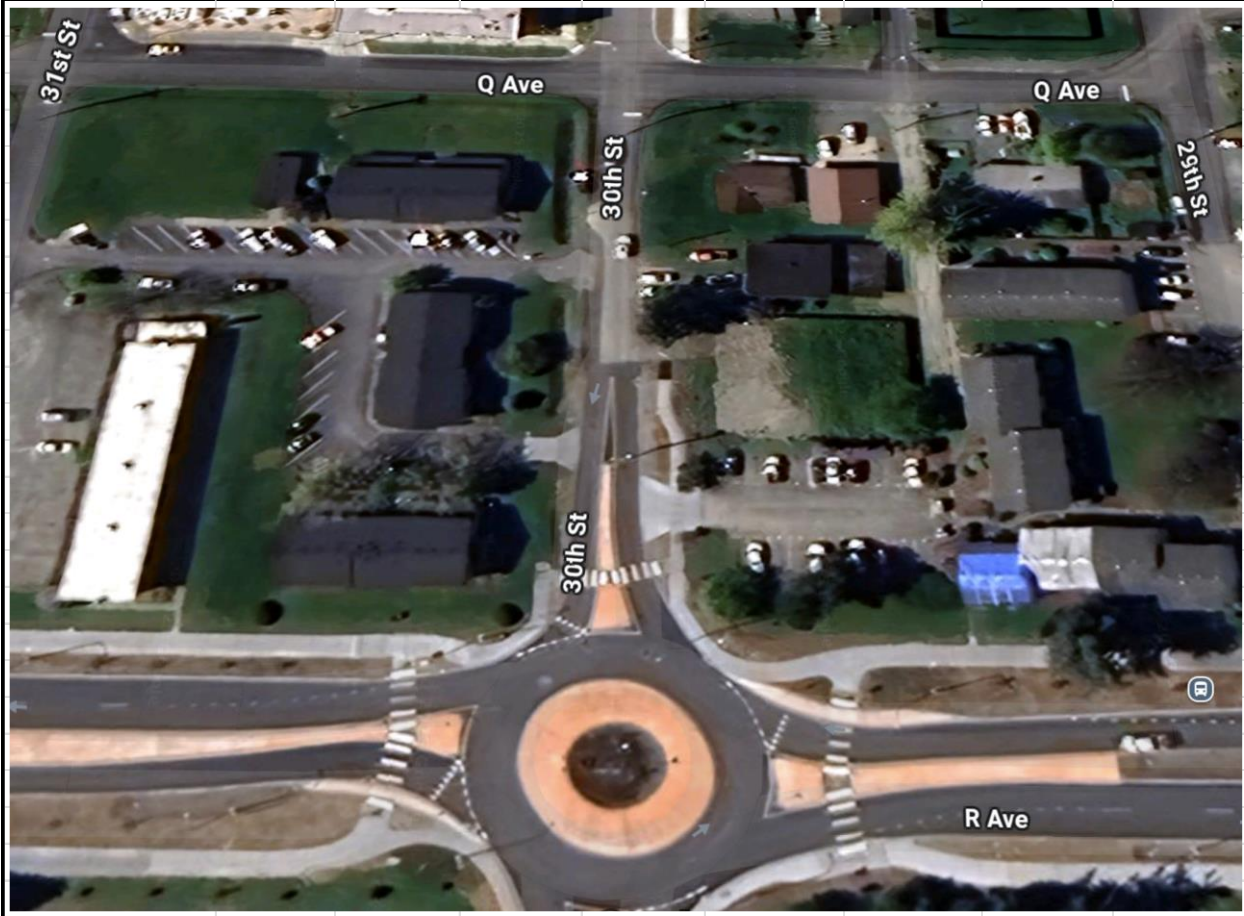


**Notes:** This multimodal transportation safety project is identified as project S-8 in the Anacortes Comprehensive Safety Action Plan and may be a competitive candidate for grant funding available through the USDOT Safe Streets and Roads for All (SS4A) program, the TIB Active Transportation Program, and Complete Streets Program, as well as biennial grants through WSDOT Pedestrian Bicycle Program and City Safety Program. Federal Surface Transportation Block Grants (STBG) and Transportation Alternatives (TA) grants administered through SCOG may also provide funding for this regional project.

## Project 9. 30th Street Sidewalk & Bikeway Improvements

This project will complete curb, gutter, sidewalks, ADA ramp upgrades, and bikeway improvements between Q Avenue and R Avenue to support additional residential density and to improve connectivity between Commercial Avenue (SR 20 Spur) and the Tommy Thompson Multiuse Trail.

|                   | Previous | Funded |           |      | Unfunded                    |      |      |           |
|-------------------|----------|--------|-----------|------|-----------------------------|------|------|-----------|
| Funding Source(s) | Budgets  | 2026   | 2027      | 2028 | 2029                        | 2030 | 2031 | Total     |
| Local             |          |        | \$150,000 |      | <i>TIB Complete Streets</i> |      |      |           |
| Unknown           |          |        |           |      | \$600,000                   |      |      | \$750,000 |



**Notes:** This multimodal transportation project is eligible and may be a competitive candidate for annual grant funding available through TIB's Urban Arterial Program, Active Transportation Program, and Complete Streets Program, as well as biennial grants through WSDOT Pedestrian Bicycle Program and City Safety Program. Federal Surface Transportation Block Grants (STBG) and Transportation Alternatives (TA) grants administered through SCOG may also provide funding for this regional project.

## Project 10. 22nd Street Safe Route to School Improvements

22nd Street is a long straight and unobstructed street abutting Anacortes Middle School and School District Offices. 5-foot wide sidewalks currently exist on both sides of the street, but no bikeways are present. This project will construct curb extensions, ADA ramp upgrades, flashing crosswalks, and traffic calming devices to slow vehicle speeds.

|                   | Previous | Funded |      |           | Unfunded                         |      |      |             |
|-------------------|----------|--------|------|-----------|----------------------------------|------|------|-------------|
| Funding Source(s) | Budgets  | 2026   | 2027 | 2028      | 2029                             | 2030 | 2031 | Total       |
| Local             |          |        |      | \$100,000 | WSDOT Safe Route to School 26/28 |      |      |             |
| Unknown           |          |        |      |           | \$2,000,000                      |      |      | \$2,100,000 |

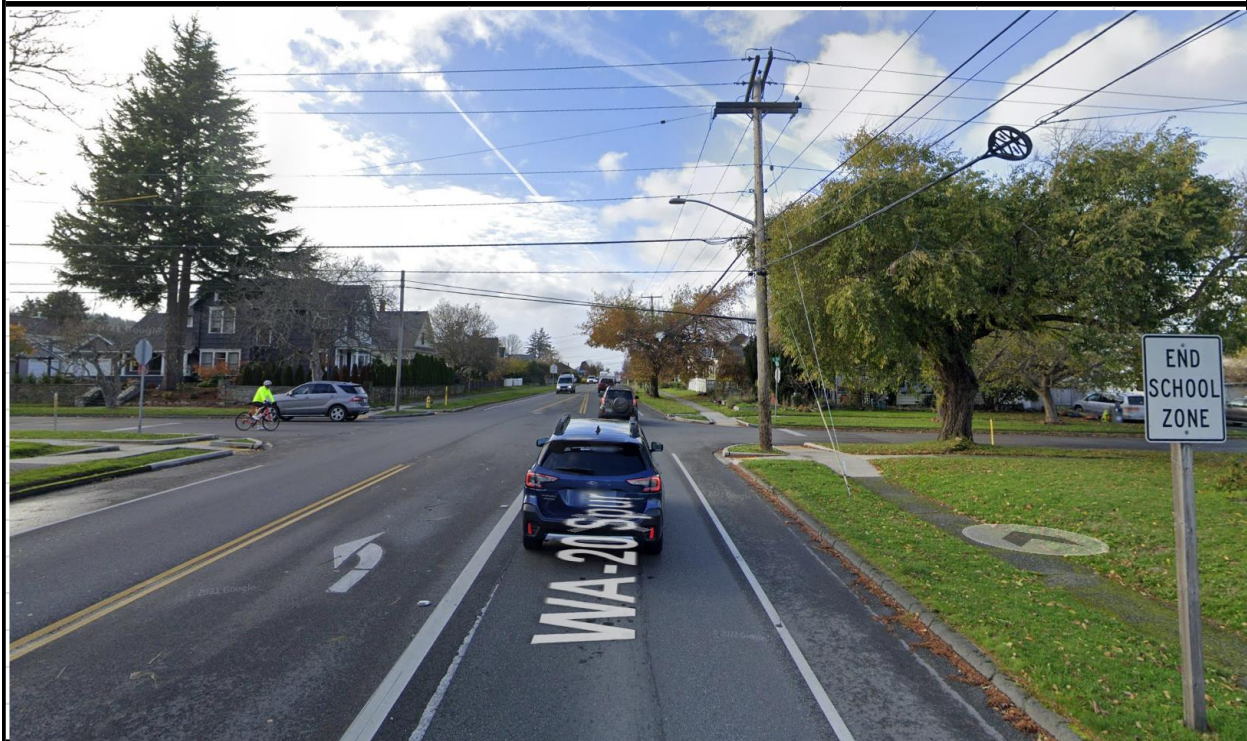


**Notes:** This project is eligible and may be a competitive candidate for WSDOT's biennial Safe Routes to School grant program offered every even numbered year (2026, 2028). It may also be a competitive candidate for TIB's Active Transportation and Complete Streets grant programs, as well as biennial grants through WSDOT Pedestrian Bicycle Program and City Safety Program.

## Project 11. 12th Street (SR 20 Spur) / K Avenue Intersection

The two-way stop controlled intersection at 12th Street (SR 20 Spur)/ K Avenue is currently (2024) operating at LOS standard E and is forecast to deteriorate to LOS standard F by 2045. The City has received a STBG grant through SCOG to conduct preliminary engineering, intersection control evaluation (ICE), and design for either a traffic signal or roundabout.

|                   | Previous | Funded    |      |      | Unfunded                         |      |      |       |
|-------------------|----------|-----------|------|------|----------------------------------|------|------|-------|
| Funding Source(s) | Budgets  | 2026      | 2027 | 2028 | 2029                             | 2030 | 2031 | Total |
| STBG              |          | \$250,000 |      |      | TIB Urban Arterial Program 28/29 |      |      |       |
| Unknown           |          |           |      |      | \$2,250,000                      |      |      |       |



**Notes:** This multimodal transportation project is eligible and may be a competitive candidate for annual grant funding available through TIB's Urban Arterial Program, as well as a biennial grant through the WSDOT City Safety Program. Federal Surface Transportation Block Grants (STBG) and Transportation Alternatives (TA) grants administered through SCOG may also provide funding for this regional project.

## Project 12. Fidalgo Bay Road Reconstruction

The Samish Indian Nation is interested pursuing grants for construction funding for the reconstruction of Fidalgo Bay Road to improve access to their Nation's main economic resource. Inclusion of this project on the City's Transportation Improvement Program will help to facilitate grant acquisition.

|                   | Previous | Funded      |      |      | Unfunded |             |      |             |
|-------------------|----------|-------------|------|------|----------|-------------|------|-------------|
| Funding Source(s) | Budgets  | 2026        | 2027 | 2028 | 2029     | 2030        | 2031 | Total       |
| Local             |          | \$1,000,000 |      |      |          |             |      |             |
| Unknown           |          |             |      |      |          | \$8,500,000 |      | \$9,500,000 |

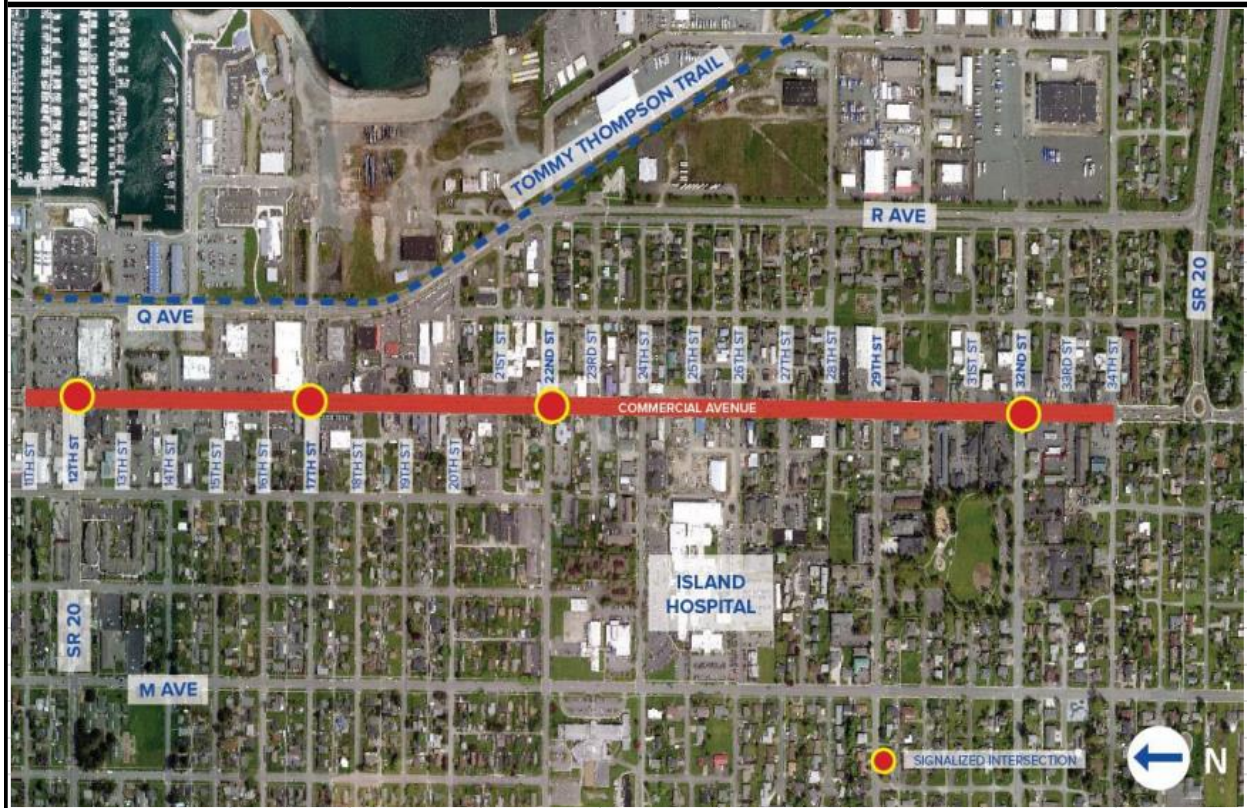


**Notes:** This transportation project is eligible and may be a competitive candidate for annual grant funding available through TIB's Urban Arterial Program, as well as a biennial grant through the WSDOT City Safety Program. Federal Surface Transportation Block Grants (STBG) and Transportation Alternatives (TA) grants administered through SCOG could provide funding for this regional project. USDOT BUILD (formerly RAISE) grants could be a potential funding source but would require a significant local match. A legislative earmark or budget line sponsored by a state representative or state senator may also provide a funding source. The Samish Indian Nation may also have access to funding sources not available to the City of Anacortes.

## Project 13. Commercial Avenue Improvements

Commercial Street (SR 20 Spur) corridor active transportation and landscaping improvements for visual narrowing for traffic calming and beautification as well as curb extensions, crossings, and street lighting to enhance safety for people walking, biking, and rolling.

|                   | Previous | Funded |      |      | Unfunded |             |             |             |
|-------------------|----------|--------|------|------|----------|-------------|-------------|-------------|
| Funding Source(s) | Budgets  | 2026   | 2027 | 2028 | 2029     | 2030        | 2031        | Total       |
| Local             |          |        |      |      |          |             |             | \$0         |
| Unknown           |          |        |      |      |          | \$3,000,000 | \$3,000,000 | \$6,000,000 |



**Notes:** This multimodal transportation project is eligible and may be a competitive candidate for annual grant funding available through TIB's Urban Arterial Program, Active Transportation Program, and Complete Streets Program, as well as biennial grants through WSDOT Pedestrian Bicycle Program and City Safety Program. Federal Surface Transportation Block Grants (STBG) and Transportation Alternatives (TA) grants administered through SCOG may also provide funding for this regional project. Funding from the USDOT Reconnecting Communities grant could also be a possibility.

## Project 14. Guemes Channel Trail, Phases 2, 3, & 6

Complete an engineering feasibility study to determine a preferred alternative for alignment and construction of a multiuse trail for active transportation connectivity between Downtown and the WSDOT Ferry Terminal. Phase 2 = Ferry Terminal Road to Edwards Way. Phase 3 = Ferry Terminal Road to Washington Park. Phase 6 = Hartford Ave. vicinity to 6th St. vicinity.

|                   | Previous | Funded |           |      | Unfunded |             |             |             |
|-------------------|----------|--------|-----------|------|----------|-------------|-------------|-------------|
| Funding Source(s) | Budgets  | 2026   | 2027      | 2028 | 2029     | 2030        | 2031        | Total       |
| Local             |          |        | \$328,000 |      |          |             |             |             |
| Unknown           |          |        |           |      |          | \$3,200,000 | \$4,000,000 | \$7,528,000 |



**Notes:** It is uncertain at this point what type of transportation grant funding might be available. State recreation grants may be a possibility. Federal Surface Transportation Block Grants (STBG) and Transportation Alternatives (TA) grants administered through SCOG might possibly provide funding for this regional project.



## City Council Agenda Bill

**Meeting Date:** June 16, 2025      **Agenda Item:** 7.a.

**Agenda Item Title:** Facility Condition Assessment Progress Update

**Staff Contact(s):** WiL Ludemann, Andrew Rheume

| <b><u>Approved for Submittal to Council by</u></b> | <b><u>Action Type</u></b> |
|----------------------------------------------------|---------------------------|
| Sidney Neel                                        | Presentation              |
| Andrew Rheume                                      |                           |

**Item Summary:** The presenter from McKinstry will give an overview of the facilities Condition Assessment findings and how it will be used to inform the six-year Capital Facilities Plan.

**Budget Impact:**

The Capital Facilities Condition Assessment will inform the City on deferred maintenance and the level of investment needed to keep all City facilities functional.

**Previous Action:** None

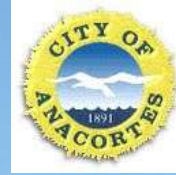
**Recommended Motion:**

**Alternative Actions:**

**Attachments (listed in order presented):**

1. Anacortes FCA Presentation

# Facility Condition Assessment – City of Anacortes



6/16/2025



## FCA Scope

### Anacortes Scope of Work

*McKinstry to provide comprehensive professional Facilities Condition Assessment (FCA) services for the City at 52 structures/sites, totaling approximately 280,000 square. McKinstry will also develop a proactive preventive maintenance strategy that establishes standards and schedules for efficient maintenance of city buildings. We will also provide data in a format compatible with the City of Anacortes CMMS (Cartegraph).*

### Experience

*McKinstry has provided Facility Condition Assessments for over 7,000,000 Square feet of multiple municipalities in the past 5 years including.*

*City of Seattle  
Grant County  
City of Mountlake Terrace  
City of Ashland  
City of Kirkland*

*City of Olympia  
Chelan County  
City of Portland  
City of Medford  
Walla Walla County*



## FCA Stages

### Site Assessment

Go to the sites and gather asset data.





# FCA Stages



## FCA Stages

### Data Entry and Analysis

City of Anacortes condensed buildings-5 years



30 Yr Total w/ % Inflation

Inflation/Escalation Rate: 6.00%

| Facility Name                             | 30 Year Costs inc. Inflation | Year: 1             | Year: 2          | Year: 3          | Year: 4            | Year: 5          |
|-------------------------------------------|------------------------------|---------------------|------------------|------------------|--------------------|------------------|
| City Hall (FAC-05)                        | \$4,732,096                  | \$679,690           | \$0              | \$0              | \$0                | \$50,651         |
| Anacortes Museum (FAC-33)                 | \$517,280                    | \$157,430           | \$0              | \$0              | \$5,955            | \$0              |
| Anacortes Museum (WT Preston) (FAC-48)    | \$337,906                    | \$28,090            | \$0              | \$0              | \$24,092           | \$0              |
| Anacortes Public Library (FAC-32)         | \$9,195,670                  | \$1,050,150         | \$0              | \$39,618         | \$0                | \$62,038         |
| Anacortes Senior Activity Center (FAC-38) | \$1,841,865                  | \$62,650            | \$0              | \$0              | \$41,424           | \$0              |
| B Avenue Lift Station (FAC-39)            | \$2,348,799                  | \$144,170           | \$0              | \$0              | \$0                | \$13,193         |
| Blue Heron Reservoir Facility (FAC-02)    | \$2,545,110                  | \$553,000           | \$0              | \$0              | \$0                | \$0              |
| A Avenue Booster Station #1 (FAC-01)      | \$1,402,194                  | \$209,900           | \$0              | \$0              | \$0                | \$0              |
| Cabana Lift Station (FAC-40)              | \$3,430,951                  | \$720,200           | \$0              | \$0              | \$0                | \$0              |
| Depot Arts & Community Center (FAC-06)    | \$876,004                    | \$105,050           | \$0              | \$4,697          | \$0                | \$0              |
| Ferry Terminal Lift Station (FAC-15)      | \$1,590,412                  | \$646,540           | \$0              | \$0              | \$0                | \$0              |
| Fire Station #1 (FAC-21)                  | \$1,884,518                  | \$313,220           | \$0              | \$22,719         | \$0                | \$0              |
| OPS Wash Pad (FAC-27)                     | \$210,362                    | \$21,730            | \$0              | \$0              | \$0                | \$0              |
| Washington Park Building (FAC-51)         | \$125,411                    | \$38,590            | \$0              | \$0              | \$0                | \$0              |
| Upper Washington Park Rest Room (FAC-49)  | \$177,051                    | \$9,190             | \$0              | \$22,438         | \$0                | \$0              |
| Washington Park Restroom CXT (FAC-53)     | \$59,990                     | \$0                 | \$0              | \$0              | \$0                | \$0              |
| Lower Washington Park Restroom (FAC-52)   | \$136,587                    | \$0                 | \$0              | \$0              | \$0                | \$0              |
| Water Treatment Plant (FAC-60)            | \$63,336,251                 | \$70,370            | \$0              | \$0              | \$1,370,907        | \$1,439          |
| WTP HSP Booster Station (FAC-58)          | \$52,211,494                 | \$22,000            | \$0              | \$0              | \$520,152          | \$0              |
| WTP Chemical Building (FAC-57)            | \$8,302,394                  | \$0                 | \$0              | \$0              | \$305,734          | \$12,120         |
| WTP Maintenance Shed (FAC-59)             | \$290,550                    | \$50,680            | \$0              | \$0              | \$0                | \$0              |
| <b>Totals:</b>                            | <b>\$220,214,138</b>         | <b>\$17,124,840</b> | <b>\$693,028</b> | <b>\$893,644</b> | <b>\$2,608,456</b> | <b>\$405,508</b> |



# FCA Stages

## Report Creation

We create reports based on data entered in the workbook. Deficiencies are highlighted and high-level capital planning summarized



CONFIDENTIAL & PROPRIETARY | CITY OF ANACORTES | FCA REPORT | 3-35



CONFIDENTIAL & PROPRIETARY | CITY OF ANACORTES | FCA REPORT | 3-36



Create schedule, tasking, frequency, assign trade, and assign hours.

[illegible]

|   | Draw | Exec | Comment     | Existent Line     | Line Item                      | Tasking Sub-Type                                                                                                  | Tasking   |
|---|------|------|-------------|-------------------|--------------------------------|-------------------------------------------------------------------------------------------------------------------|-----------|
|   | Q    | HVAC | AKU         | Q-HVAC-AKU        | Ar Handling Line               | 3 Controls                                                                                                        | Check VFD |
| Q | HVAC | AKU  | Q-HVAC-AKU  | Ar Handling Line  | 10 Controls                    | Check salaries and endstops                                                                                       |           |
| Q | HVAC | AKU  | Q-HVAC-AKU  | Ar Handling Line  | 11 Supply / Return Fan Section | Inspect bearings for excessive wear and endstop                                                                   |           |
| Q | HVAC | AKU  | Q-HVAC-AKU  | Ar Handling Line  | 12 Supply / Return Fan Section | Adjust pulleys and belts                                                                                          |           |
| Q | HVAC | AKU  | Q-HVAC-AKU  | Ar Handling Line  | 13 Supply / Return Fan Section | Replace belts as necessary given wear of current belt                                                             |           |
| Q | HVAC | AKU  | Q-HVAC-AKU  | Ar Handling Line  | 14 Supply / Return Fan Section | Inspect fan blade                                                                                                 |           |
| Q | HVAC | AKU  | Q-HVAC-AKU  | Ar Handling Line  | 15 Supply / Return Fan Section | Verify proper operation of fans                                                                                   |           |
| Q | HVAC | AKU  | Q-HVAC-AKU  | Ar Handling Line  | 16 Filter Section              | Note filter condition, differential pressures, and static pressures.                                              |           |
| Q | HVAC | AKU  | Q-HVAC-AKU  | Ar Handling Line  | 17 Filter Section              | Note condition of outside air filter/strainer                                                                     |           |
| Q | HVAC | AKU  | Q-HVAC-AKU  | Ar Handling Line  | 18 Filter Section              | Pre-filters to be changed based on differential pressure and visual inspection                                    |           |
| Q | HVAC | AKU  | Q-HVAC-AKU  | Ar Handling Line  | 19 Filter Section              | 95% filters to be changed based on differential pressures and must be replaced at a minimum of once every 2 years |           |
| A | HVAC | AKU  | A-HVAC-AKU  | Ar Handling Line  | 1 Safety Baseline              | Check for safe equipment access                                                                                   |           |
| A | HVAC | AKU  | A-HVAC-AKU  | Ar Handling Line  | 2 Safety Baseline              | Isolate equipment and lock out                                                                                    |           |
| A | HVAC | AKU  | A-HVAC-AKU  | Ar Handling Line  | 3 Operational Overview         | Verify overall operation                                                                                          |           |
| A | HVAC | AKU  | A-HVAC-AKU  | Ar Handling Line  | 4 Operational Overview         | Note any abnormal vibration or noise                                                                              |           |
| A | HVAC | AKU  | A-HVAC-AKU  | Ar Handling Line  | 5 Cols                         | Note cleanliness of coil                                                                                          |           |
| A | HVAC | AKU  | A-HVAC-AKU  | Ar Handling Line  | 6 Cols                         | Clean coils as necessary                                                                                          |           |
| A | HVAC | AKU  | A-HVAC-AKU  | Ar Handling Line  | 7 Cols                         | Check for water leaks                                                                                             |           |
| A | HVAC | AKU  | A-HVAC-AKU  | Ar Handling Line  | 8 Controls                     | Check alternation in control panel                                                                                |           |
| A | HVAC | AKU  | A-HVAC-AKU  | Ar Handling Line  | 9 Controls                     | Inspect and Exercise controls                                                                                     |           |
| A | HVAC | AKU  | A-HVAC-AKU  | Ar Handling Line  | 10 Controls                    | Check VFD                                                                                                         |           |
| A | HVAC | AKU  | A-HVAC-AKU  | Ar Handling Line  | 11 Controls                    | Check salaries and endstops                                                                                       |           |
| A | HVAC | AKU  | A-HVAC-AKU  | Ar Handling Line  | 12 Supply / Return Fan Section | Inspect bearings for excessive wear and endstop                                                                   |           |
| A | HVAC | AKU  | A-HVAC-AKU  | Ar Handling Line  | 13 Supply / Return Fan Section | Adjust pulleys and belts                                                                                          |           |
| A | HVAC | AKU  | A-HVAC-AKU  | Ar Handling Line  | 14 Supply / Return Fan Section | Replace belts as necessary given wear of current belt                                                             |           |
| A | HVAC | AKU  | A-HVAC-AKU  | Ar Handling Line  | 15 Supply / Return Fan Section | Inspect fan blade                                                                                                 |           |
| A | HVAC | AKU  | A-HVAC-AKU  | Ar Handling Line  | 16 Supply / Return Fan Section | Verify proper operation of fans                                                                                   |           |
| A | HVAC | AKU  | A-HVAC-AKU  | Ar Handling Line  | 17 Filter Section              | Lubricate air and motor                                                                                           |           |
| A | HVAC | AKU  | A-HVAC-AKU  | Ar Handling Line  | 18 Filter Section              | Note filter condition, differential pressures, and static pressures.                                              |           |
| A | HVAC | AKU  | A-HVAC-AKU  | Ar Handling Line  | 19 Filter Section              | Note condition of outside air filter/strainer                                                                     |           |
| A | HVAC | AKU  | A-HVAC-AKU  | Ar Handling Line  | 20 Filter Section              | Pre-filters to be changed based on differential pressure and visual inspection                                    |           |
| A | HVAC | AKU  | A-HVAC-AKU  | Ar Handling Line  | 21 Filter Section              | 95% filters to be changed based on differential pressures and must be replaced at a minimum of once every 2 years |           |
| A | HVAC | B-GF | A-HVAC-B-GF | Boiler - Gas Feed | 1 Safety Baseline              | Check for safe equipment access                                                                                   |           |
| A | HVAC | B-GF | A-HVAC-B-GF | Boiler - Gas Feed | 2 Safety Baseline              | Isolate equipment and lock out                                                                                    |           |
| A | HVAC | B-GF | A-HVAC-B-GF | Boiler - Gas Feed | 3 Operational Overview         | Verify operation of a safe level                                                                                  |           |
| A | HVAC | B-GF | A-HVAC-B-GF | Boiler - Gas Feed | 4 Operational Overview         | Record boiler operating pressure / temperature                                                                    |           |
| A | HVAC | B-GF | A-HVAC-B-GF | Boiler - Gas Feed | 5 Operational Overview         | Visually inspect PRV for leakage                                                                                  |           |
| A | HVAC | B-GF | A-HVAC-B-GF | Boiler - Gas Feed | 6 Operational Overview         | Operational overview                                                                                              |           |
| A | HVAC | B-GF | A-HVAC-B-GF | Boiler - Gas Feed | 7 Operational Overview         | Perform blowdown                                                                                                  |           |
| A | HVAC | B-GF | A-HVAC-B-GF | Boiler - Gas Feed | 8 Electrical                   | Inspect contractors                                                                                               |           |
| A | HVAC | B-GF | A-HVAC-B-GF | Boiler - Gas Feed | 9 Electrical                   | Verify operation of 14 Temp/Pressure output                                                                       |           |
| A | HVAC | B-GF | A-HVAC-B-GF | Boiler - Gas Feed | 10 Electrical                  | Verify operation of step controller                                                                               |           |
| A | HVAC | B-GF | A-HVAC-B-GF | Boiler - Gas Feed | 11 Electrical                  | Inspect hoses and fire-beds                                                                                       |           |
| A | HVAC | B-GF | A-HVAC-B-GF | Boiler - Gas Feed | 12 Electrical                  | Inspect wiring and tighten connections                                                                            |           |
| A | HVAC | B-GF | A-HVAC-B-GF | Boiler - Gas Feed | 13 Plumbing                    | Visually inspect for water leaks                                                                                  |           |
| A | HVAC | B-GF | A-HVAC-B-GF | Boiler - Gas Feed | 14 Plumbing                    | Visually inspect valves                                                                                           |           |
| A | HVAC | B-GF | A-HVAC-B-GF | Boiler - Gas Feed | 15 Plumbing                    | Check solenoids                                                                                                   |           |



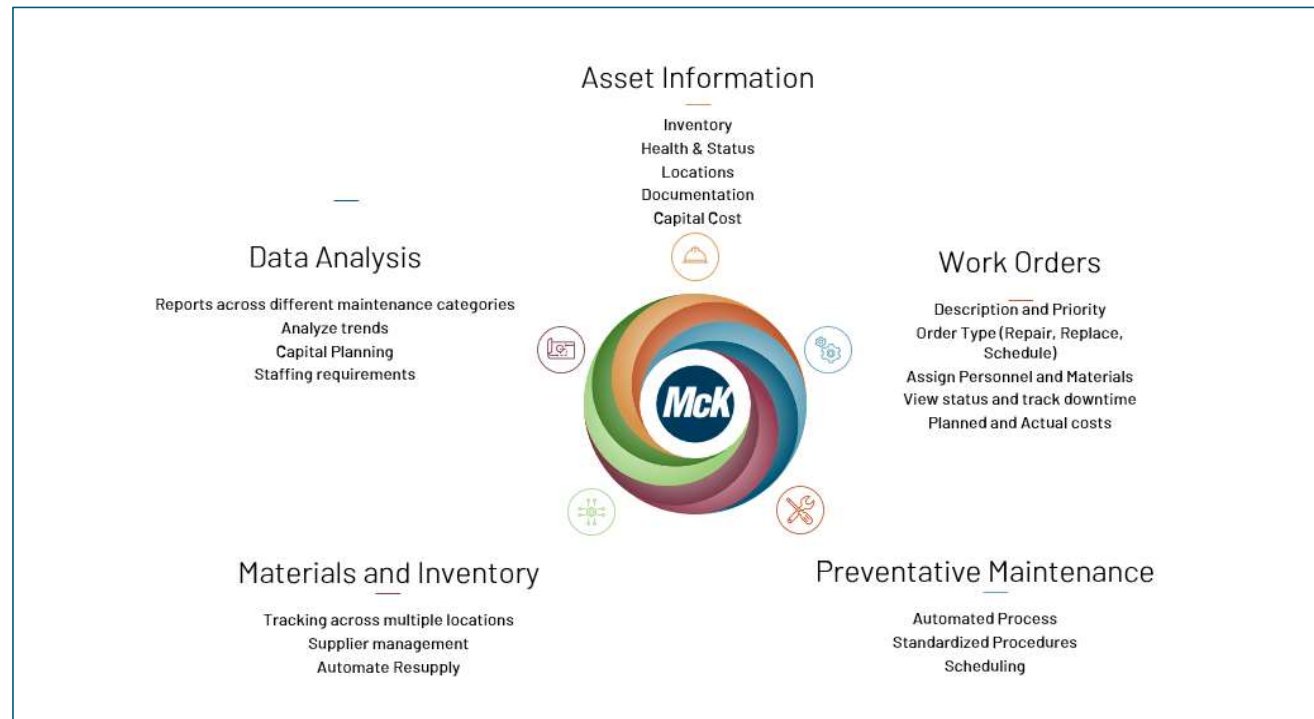
# Maintenance Planning



# CMMS

## Computerized Maintenance Management Support (CMMS)

Capture data from the FCA and EMP Cartegraph template



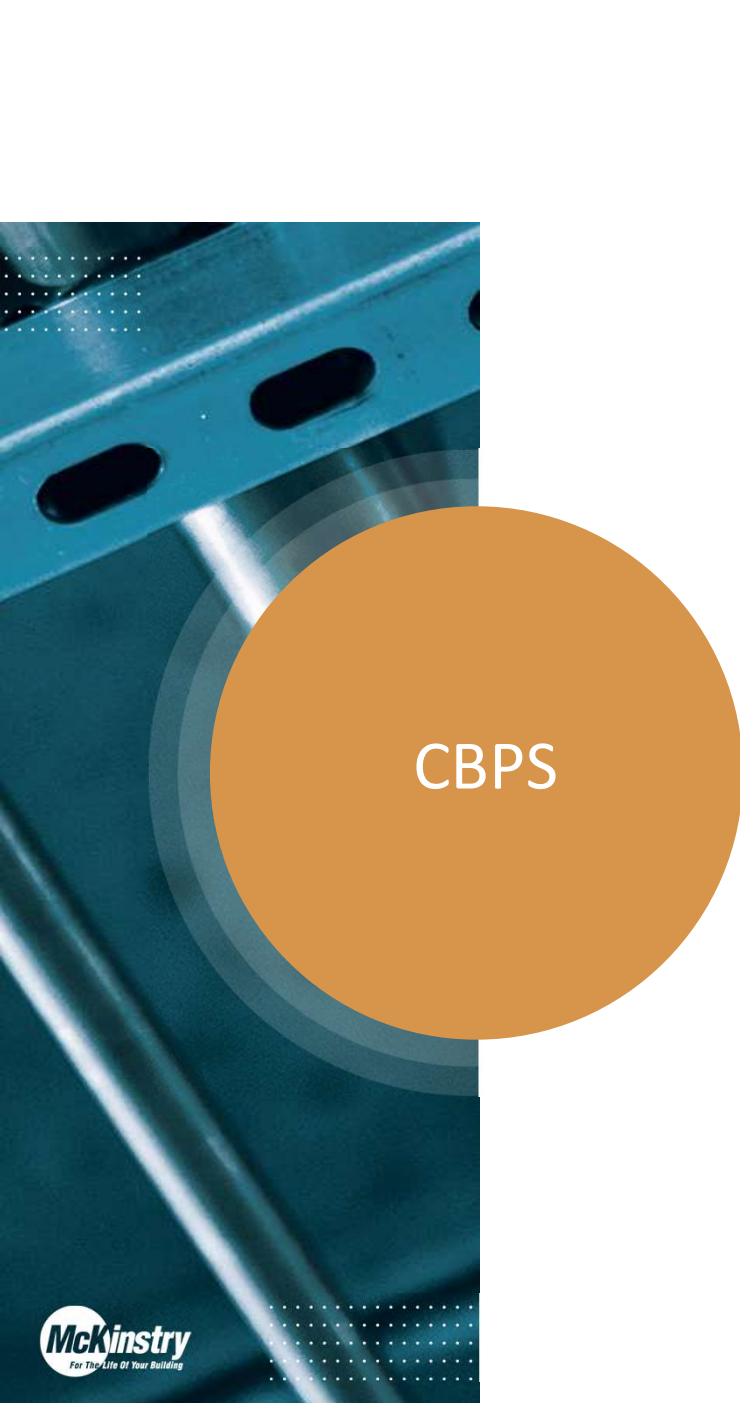
# CMMS

## CMMS Support

Data is entered into customers CMMS format

| Equipment                   | EQP ABBREVIATION | New Fixed Asset #      | Description                                 | parent          | Class            | Building | Room # | Location                      | Mfg Name     | Model      | Serial Number | Status |
|-----------------------------|------------------|------------------------|---------------------------------------------|-----------------|------------------|----------|--------|-------------------------------|--------------|------------|---------------|--------|
| Air Separator               | AS               | ARC-008-AS-01          | ARC Air Separator AS                        | ARC-MECH ANICAL | AIR-SEPARATOR    | ARC      | 008    | ARC-008 Boiler Room           | Spirotherm   | VDT 300 FA | N/A           | Active |
| Automatic Transfer Switches | ATS              | ARC-003-ATS-01         | ARC Automatic Transfer Switches ATS         | ARC-ELEC TRICAL | ATS              | ARC      | 003    | ARC-003 Electrical Room       | Kohler       | N/A        | N/A           | Active |
| Bypass Feeder Tank          | PF               | ARC-008-PF-01          | ARC Bypass Feeder Tank PF                   | ARC-MECH ANICAL | FEEDER-TANK      | ARC      | 008    | ARC-008 Boiler Room           | J.L. Wingert | N/A        | N/A           | Active |
| Domestic Circulating Pumps  | DWCP             | ARC-008-DWCP-01        | ARC Domestic Circulating Pumps ARC-RPC      | ARC-PLUM BING   | PUMP             | ARC      | 008    | ARC-008 Boiler Room           | Grundfos     | N/A        | N/A           | Active |
| Electrical Panel            | PCB/EDP          | ARC-003-PCB/EDP-01     | ARC Electrical Panel ARC-PCB-00H-N04        | ARC-ELEC TRICAL | ELECTRICAL-PANEL | ARC      | 003    | ARC-003 Electrical Room       | Eaton        | PRL3E      | N/A           | Active |
| Electrical Panel            | PCB/EDP          | ARC-003-PCB/EDP-02     | ARC Electrical Panel ARC-PCB-00H-N03        | ARC-ELEC TRICAL | ELECTRICAL-PANEL | ARC      | 003    | ARC-003 Electrical Room       | Eaton        | PRL2A      | N/A           | Active |
| Electrical Panel            | PCB/EDP          | ARC-003-PCB/EDP-03     | ARC Electrical Panel ARC-PCB-00H-E01        | ARC-ELEC TRICAL | ELECTRICAL-PANEL | ARC      | 003    | ARC-003 Electrical Room       | Eaton        | PRL3A      | N/A           | Active |
| Electrical Panel            | PCB/EDP          | ARC-003-PCB/EDP-04     | ARC Electrical Panel ARC-PCD-00L-E02        | ARC-ELEC TRICAL | ELECTRICAL-PANEL | ARC      | 003    | ARC-003 Electrical Room       | Eaton        | PRL1A      | N/A           | Active |
| Electrical Panel            | PCB/EDP          | ARC-005-PCB/EDP-05     | ARC Electrical Panel ARC-PCB-1-ELEV         | ARC-ELEC TRICAL | ELECTRICAL-PANEL | ARC      | 005    | ARC-005 Elevator Machine Room | Eaton        | PRL1A      | N/A           | Active |
| Elevator                    | ELEV             | ARC-INT-ELEV-01        | ARC Elevator                                | ARC-ELEC TRICAL | ELEVATOR         | ARC      | INT    | Interior                      | Dover        | N/A        | N/A           | Active |
| Emergency Power Inverter    | EP-INVERTER      | ARC-004-EP-INVERTER-01 | ARC Emergency Power Inverter ARC-Inverter-1 | ARC-ELEC TRICAL | EP-INVERTER      | ARC      | 004    | ARC-004 MDF                   | isolite      | N/A        | N/A           | Active |
| Emergency Power Inverter    | EP-INVERTER      | ARC-004-EP-INVERTER-02 | ARC Emergency Power Inverter ARC-Inverter-2 | ARC-ELEC TRICAL | EP-INVERTER      | ARC      | 004    | ARC-004 MDF                   | isolite      | N/A        | N/A           | Active |
| Emergency Power Inverter    | EP-INVERTER      | ARC-004-EP-INVERTER-03 | ARC Emergency Power Inverter ARC-Inverter-3 | ARC-ELEC TRICAL | EP-INVERTER      | ARC      | 004    | ARC-004 MDF                   | isolite      | N/A        | N/A           | Active |
| Emergency Power Inverter    | EP-INVERTER      | ARC-004-EP-INVERTER-04 | ARC Emergency Power Inverter ARC-Inverter-4 | ARC-ELEC TRICAL | EP-INVERTER      | ARC      | 004    | ARC-004 MDF                   | isolite      | N/A        | N/A           | Active |
| Emergency Power Inverter    | EP-INVERTER      | ARC-004-EP-INVERTER-05 | ARC Emergency Power Inverter ARC-Inverter-5 | ARC-ELEC TRICAL | EP-INVERTER      | ARC      | 004    | ARC-004 MDF                   | isolite      | N/A        | N/A           | Active |
| Emergency Power Inverter    | EP-INVERTER      | ARC-142-EP-INVERTER-06 | ARC Emergency Power Inverter ARC-Inverter-3 | ARC-ELEC TRICAL | EP-INVERTER      | ARC      | 142    | ARC-142 Storage               | isolite      | N/A        | N/A           | Active |
| Emergency Power Inverter    | EP-INVERTER      | ARC-142-EP-INVERTER-07 | ARC Emergency Power Inverter ARC-Inverter-6 | ARC-ELEC TRICAL | EP-INVERTER      | ARC      | 142    | ARC-142 Storage               | isolite      | N/A        | N/A           | Active |
| Energy Recovery Unit        | ERV              | ARC-018-ERV-01         | ARC Energy Recovery Unit ARC-ERV-L-1        | ARC-MECH ANICAL | TERMINAL-UNIT    | ARC      | 018    | Lower Level                   | Renew Aire   | N/A        | N/A           | Active |





## CBPS

### Clean Buildings Performance Standards

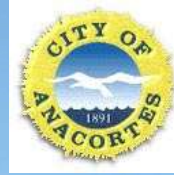
There are two funding sources available to apply for that act as a rebate for the SOW McKinstry is performing.

- 1) AWC (Association of Washington Cities) Audit Grant Program
  - The [2023-25 Supplemental Capital Budget](#) allocated \$4,000,000 for the Association of Washington Cities to provide funding for energy audits on city-owned Tier 1 and Tier 2 covered buildings, and to collect and manage data on the costs for cities to comply with the requirements of the state's energy-related building standards (RCW [19.27A.210](#) and [19.27A.250](#)). This program has been extended to 2026.
  - The 1st round of this grant closed on 2/28/2025. **The next round opens end of July. The City of Anacortes can apply for \$0.30/sqft totaling \$20,265.**
- 2) Commerce Tier 2 Building Early Adopter Incentive Program
  - The Tier 2 Program covers buildings 20,000 – 50,000 ft<sup>2</sup>, including multifamily residential buildings over 20,000 ft<sup>2</sup>. The program offers an incentive of \$0.30/ft<sup>2</sup> to owners who benchmark their buildings' energy, develop an energy management plan, and create an operations and maintenance program. \$150 million is earmarked for incentives. **This program opens beginning in July 2025. The City of Anacortes can apply for \$0.30/sqft totaling \$20,265.**
- 3) Total Awards the City of Anacortes can apply for is \$40,530



# Thank You

## Questions?





## City Council Agenda Bill

**Meeting Date:** June 16, 2025      **Agenda Item:** 7.b.

**Agenda Item Title:** Update on Supreme Court's Decision Regarding Indigent Defense Caseload Standards

**Staff Contact(s):** Emily Schuh

| <b><u>Approved for Submittal to Council by</u></b> | <b><u>Action Type</u></b> |
|----------------------------------------------------|---------------------------|
| Rhonda Peck                                        | Discussion                |
| Emily Schuh                                        |                           |

**Item Summary:** The state [Supreme Court has announced](#) a new substantial reduction in caseload limits for public defenders that can be phased in over the next decade. The new caseload limits take effect on January 1, 2026. They will eventually reduce public defender caseloads to 47 felony case credits and 120 misdemeanor case credits by 2036. Case credits, as opposed to just cases, are intended to account for serious or complex charges that require more investigation and resources.

**Budget Impact:**  
Unknown at this point

**Previous Action:** Public Defender contracted services

**Recommended Motion:** NA

**Alternative Actions:** NA

**Attachments (listed in order presented):**

1. Order 25700-A-1644
2. Caseload Standards Update Pres 20250616

# THE SUPREME COURT OF WASHINGTON

IN THE MATTER OF THE STANDARDS FOR  
INDIGENT DEFENSE IMPLEMENTATION OF  
CrR 3.1, CrRLJ 3.1, AND JuCR 9.2

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)  
**ORDER**

NO. 25700-A-1644

The Washington State Supreme Court in October 2023 requested that the Washington State Bar Association (“WSBA”) Council on Public Defense (“CPD”) review a newly released National Public Defense Workload Study (“The Rand Study”) and provide recommendations, if any, to the Court.

As a result of that review, the CPD proposed comprehensive revisions to the WSBA Standards for Indigent Defense Services. The WSBA Board of Governors, after receiving public comments, adopted the proposed revised Standards and forwarded them to the Court with a recommendation that the Court incorporate the WSBA-adopted revised Standards into the Court’s Standards in CrR3.1, CrRLJ 3.1, and JuCR 9.2.

The Court, in June 2024, published the WSBA proposed Standards for comment and held two public hearings on those proposed Standards on September 25, 2024 and November 13,

2024. The Court has, to date, held three lengthy internal work sessions to review all of the comments and testimony, and to discuss each proposed Standard.

Although the Court has not completed its full review, the Court is aware that: (1) budget planning is underway in local jurisdictions; (2) it would help that process for planners to know as soon as possible about any revised caseload standards that will be adopted; and (3) the crisis in the provision of indigent criminal defense services throughout our state requires action now to address the crisis and to support quality defense representation at every level. Thus, in advance of a full decision on all parts of the CPD's proposal, we provide this summary communication of the Court's conclusions on caseloads. The reality is that many aspects of indigent criminal defense services vary by structure and location, so the Court is adopting an approach which accommodates that diversity while fostering real and meaningful reductions in caseloads as soon as possible, where necessary.

Now therefore, it is hereby ORDERED:

1. Effective January 1, 2026, the caseload standard for each full-time appointed felony attorney for any 12 month period shall be 47 felony case credits; and for each full-time appointed misdemeanor attorney for any 12 month period shall be 120 misdemeanor case credits; and for each full-time appointed attorney for a respondent in civil commitment proceedings for any 12 month period shall be 250 commitment case credits. Implementation of these caseload standards must be accomplished as soon as reasonably possible. Implementation may, however, be accomplished in a phased approach with an annual reduction of at least 10% of the difference between the current standard and the new standard (as measured on January 1, 2026), until the

new standard has been met. Full compliance must occur no later than ten years from January 1, 2026.

2. The Court declines to adopt the mandatory method of case counting and weighting in the proposed standards. However, we endorse the importance of case weighting to measure case credits and actual case counts, including inherited cases, to make the mandatory caseload limits meaningful. Thus, case weighting to measure case credits is permissible and encouraged. Case weighting should rely on written policies and procedures that have been adopted and published by the local government entity responsible for employing, contracting with, or appointing counsel for indigent defendants and respondents. Such case weighting may use the method in the Rand Study relied upon by the WSBA CPD and the rules for weighting contained in the WSBA's adopted Standards. All policies on case counting and weighing shall, at a minimum, comply with principles in the current court rule Standards 3.5 and 3.6. If no case weighting system is adopted, the maximum caseload count is the actual number of cases referenced above for each case type.

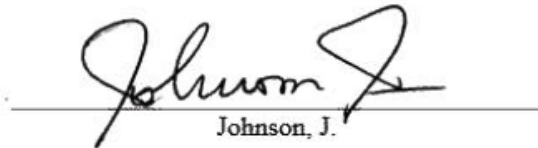
3. There shall be an evaluation of the progress and impact of these caseload standards three years after the effective date of these standards. Implementation shall continue during the evaluation.

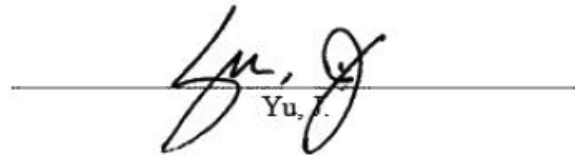
4. Rule amendments concerning revised caseload standards will be announced in the near future, once the court's review is complete.

PAGE 4  
ORDER  
IN THE MATTER OF THE STANDARDS FOR INDIGENT DEFENSE IMPLEMENTATION  
OF CrR 3.1, CrRLJ 3.1, AND JuCR 9.2

IT IS SO ORDERED, this 9th day of June, 2025.

  
CHIEF JUSTICE

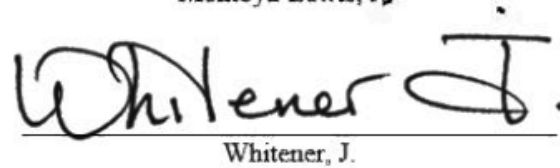
  
Johnson, J.

  
Yu, J.

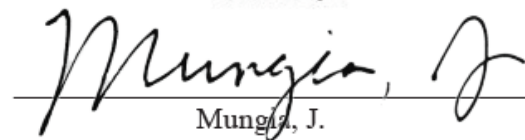
  
Madsen, J.

  
Montoya-Lewis, J.

  
González, J.

  
Whitener, J.

  
Gordon McCloud, J.

  
Mungia, J.

## New Indigent Defense Caseload Limits

IN THE MATTER OF THE STANDARDS FOR  
INDIGENT DEFENSE IMPLEMENTATION OF  
CrR 3.1, CrRLJ 3.1, AND JuCR 9.2

# Background



# New Caseload Standards

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Effective January 1, 2026 (phased over 10 years)

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Felony: 150 → 47 case credits

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**Misdemeanor: 400 (or 300 weighted) → 120 case credits**

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Civil Commitment: 250 (unchanged)

# What is a Case Credit?



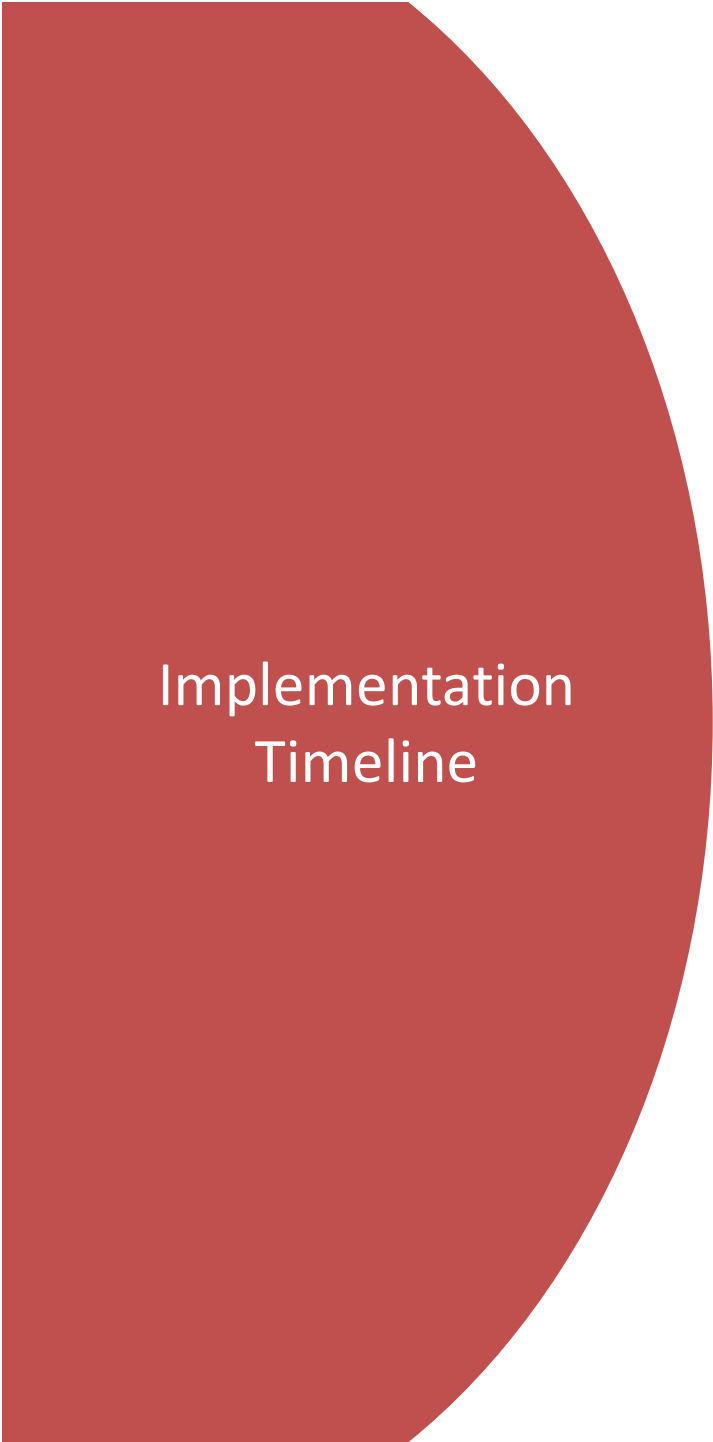
Case credits factor in case complexity



Each jurisdiction can adopt local weighting policies



Case weighting is encouraged but not mandatory



## Implementation Timeline

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Start: January 1, 2026 120 Case Limit (but phased in)

---

**Reduction of 28 cases per year. Annual reduction of at least 10% of the difference between the current standard and the new standard (as measured on January 1, 2026)**  
**This is  $(400-120)*10\% = 28$**

---

Full compliance by January 1, 2036

---

3-year review in 2029

## Anacortes Caseload History

| Year | Public<br>Defender<br>Cases | Conflict<br>Overflow<br>Attorneys |
|------|-----------------------------|-----------------------------------|
| 2023 | 324                         | 93                                |
| 2024 | 277                         | 151                               |

## Local Government Impact

Cities handle 65% of misdemeanors, 54% of all cases

Cities receive only 10% of state defense funding

~\$40M/year spent by cities on defense services

# AWC Identified Funding and Capacity Challenges

Statewide may require 2–3x  
more public defenders

Recruiting and retention  
concerns



## Summary of Court Order

---

Lower caseload caps  
adopted

---

Local flexibility  
allowed

---

10-year compliance  
window

---

Significant budget  
implications

## What's Next



BEGIN PHASED PLANNING NOW



CONTINUE TO ADVOCATE FOR STATE  
FUNDING AND SYSTEMIC REFORMS

## Periscope Legal Update

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Anacortes Public Defender  
Ella Salvator

---

Email [ella@periscopelegal.net](mailto:ella@periscopelegal.net)

---

Phone 360-230-1152

---

2415 T. Ave. Suite 210  
Anacortes WA 98221

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Appointments required



## City Council Agenda Bill

**Meeting Date:** June 16, 2025      **Agenda Item:** 7.c.

**Agenda Item Title:** Ordinance 5002 - Amend Municipal Code Chapter 2.18 regarding Indigent Defense Services

**Staff Contact(s):** Emily Schuh

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

Emily Schuh

Ordinance

Emily Schuh

Steve Hoglund

Darcy Swetnam

**Item Summary:** This ordinance will edit City code to align with Indigent Defense Services requirements.

**Budget Impact:**

**Previous Action:**

**Recommended Motion:** No action is requested as this is the first read of Ordinance 5002.

**Alternative Actions:**

**Attachments (listed in order presented):**

1. Indigent Defense Services Ordinance
2. Indigent Defense Muni Code Update

**City of Anacortes  
Ordinance No. 5002**

**An Ordinance of the City of Anacortes, Washington, amending Chapter 2.18  
regarding Indigent Defense Services.**

**Whereas;** Chapter 2.18 of the Anacortes Municipal Code (“AMC”) establishes and describes the Public Defender’s Office.

**Whereas;** the City Council now desires to align Chapter 2.18 with updated legal standards and practice.

**Now, therefore, the City Council of the City of Anacortes does ordain as follows:**

Section 1. That Chapter 2.18 of the Anacortes Municipal Code is amended in Attachment A.

Section 2. This ordinance shall take effect five (5) days from and after its passage, approval and publication in the manner required by law.

**PASSED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025.**

**CITY OF ANACORTES:**

\_\_\_\_\_  
Matt Miller, Mayor

**Attest:**

\_\_\_\_\_  
Steve Hoglund, City Clerk-Treasurer

**Approved as to Form:**

\_\_\_\_\_  
Darcy Swetnam, City Attorney

## Attachment A

Chapter 2.18 is hereby renamed as Indigent Defense Services.

Section 2.18.010 is hereby amended as follows.

It is declared a public purpose that each citizen is entitled to equal justice under the law without regard ~~to his~~ **their** ability to pay. It is the intention of the City of Anacortes to make publicly financed legal services available to the indigent and the near indigent person in all matters where the individual is charged with a misdemeanor or gross misdemeanor offense for which, if convicted, ~~he or she~~ **they** could be incarcerated. It is also the intention of the City of Anacortes to make such services available in an efficient manner which provides adequate representation at reasonable costs to the city.

Section 2.18.020 is deleted in its entirety and replaced with the following

### 2.18.020 Standards of Representation

The public defender's office shall provide defense services to all clients in a professional, skilled manner consistent with standards set forth by the Washington Supreme Court and any other applicable professional standards.

Sections 2.18.030 through 2.18.120 are deleted in their entirety.

# Ordinance 5002 Amending Municipal Code Chapter 2.18 regarding Indigent Defense Services

June 16, 2025



# GOAL

Update Municipal Code to align with Indigent Defense Services requirements.



# Summary of Key Changes

| Topic                                | Current Code                                            | Proposed Ordinance                                                                                                                                                                              |
|--------------------------------------|---------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Chapter Name</b>                  | Public Defender's Office                                | Indigent Defense Services                                                                                                                                                                       |
| <b>Purpose Section</b>               | General entitlement to justice                          | Clarifies service eligibility & cost                                                                                                                                                            |
| <b>Establishment</b>                 | Defines public defender's office establishment          | Eliminated ("Standards of Representation" instead)                                                                                                                                              |
| <b>Standards of Representation</b>   | Included in duties section                              | Elevated to dedicated Section 2.18.020                                                                                                                                                          |
| <b>Reporting/Caseloads</b>           | Includes detailed caseload limits, reporting            | Deleted, references WA State Supreme Court guidance                                                                                                                                             |
| <b>Qualifications &amp; Training</b> | Detailed requirements (e.g., mental health familiarity) | Deleted, All attorneys appointed by trial courts to represent indigent persons in adult criminal proceedings must certify to the Standards for Indigent Defense. CrR 3.1(d)(4), CrRLJ 3.1(d)(4) |
| <b>Administrative Structure</b>      | Sections outlining office setup, staffing, org          | Removed                                                                                                                                                                                         |



## City Council Agenda Bill

**Meeting Date:** June 16, 2025      **Agenda Item:** 7.d.

**Agenda Item Title:** Contract Award: North Line Repair Project #24-166-WTR-002

**Staff Contact(s):** Andrew Rheume

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

**Item Summary:** City staff seeks City Council consent to award a contract in the amount of \$1,835,340.00 to Strider Construction Co., Inc. to perform the North Line Repair Project. This project is at the Anacortes Water Treatment Plant (WTP) and consists of the replacement of 100 linear feet section of concrete cylinder transmission line pipe with steel pipe, replacement of one flowmeter vault, and upgrades to an existing flowmeter vault. Significant project elements include:

- Selective demolition of existing piping and structures.
- Installation of 36-inch welded steel pipe.
- Connection of new steel pipe to existing concrete cylinder pipe transmission line.
- Installation of below grade flowmeter vault.
- Upgrades to an existing below grade flowmeter vault including the installation of a hatch and flowmeter.
- Associated electrical and controls upgrades to existing site hardware.
- Testing and assistance during commissioning of new facilities.
- Surface restoration.

**Background:**

1. **History:** This project addresses two needs at the WTP. There are two 36" transmission lines, referred to as the North and South lines. The current discharge meters are aging, and due for replacement. Both meters will be replaced with new technology that is more accurate. In the Winter of 2023 the City experienced a significant failure on the "North Line". This failure was addressed with a temporary patch to the pipe. This contract incorporates a permanent fix. In addition, this contract also incorporates modifications to both

meter vaults, including the relocation of the north line vault to a more stable location.

2. **Key Terms:**

- Contract is for a fixed price of \$1,835,340.00.
- Work will be substantially completed within 100 calendar days after the commencement date indicated in the Notice to Proceed.

3. **Competitive Bidding:** On May 14, 2025 the City [solicited bids](#) for the subject project and on June 4, 2025 a bid opening was conducted and 1 bid was received. Strider Construction Co., Inc. was determined to be the lowest responsible bidder. The Engineer's Estimate for this project was \$1,394,000. Bid results are provided as an attachment hereto.

**Budget Impact:**

|                            |                                |
|----------------------------|--------------------------------|
| Contractor                 | Strider Construction Co., Inc. |
| Contract Amount            | \$1,835,340.00                 |
| Earmarked Funds            | \$1,920,000.00                 |
| BARS #                     | 401.740.594.34.63              |
| Budget Amendment Required? | No                             |
| Start Date                 | Notice to Proceed              |
| End Date                   | 100 calendar days              |

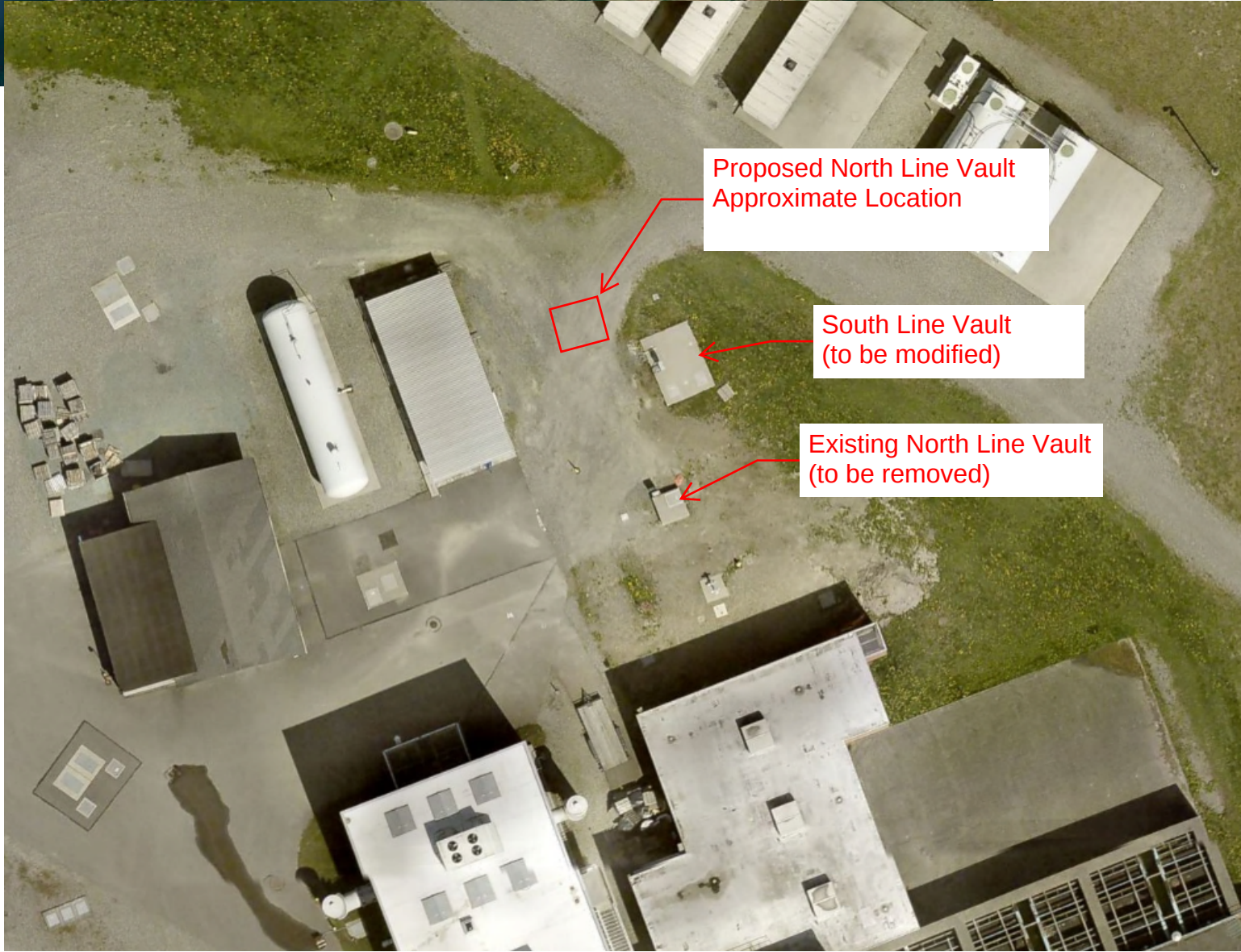
**Previous Action:** Council approved contract [24-166-WTR-001](#) with HDR Engineering, Inc. for the design of the project at the [5/28/2024](#) meeting.

**Recommended Motion:** I move that City Council authorize the Mayor to sign contract 24-166-WTR-002 with Strider Construction Co., Inc. in the amount of \$1,835,340.00 to perform the North Line Repair Project.

**Alternative Actions:** Not award the contract.

**Attachments (listed in order presented):**

1. Map
2. 24-166-WTR-002 - Bid Tabulation
3. 24-166-WTR-002





Logan Lee, PE

Prepared By

Logan Lee, PE

Checked by

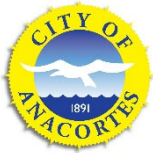
## City of Anacortes Public Works

North Line Repair Project

#24-166-WTR-002

Bid Tabulation

| Bid Item | Description                                                        | Contract Quantities | Unit | Engineering Estimate   |                  | Strider Construction |                  |
|----------|--------------------------------------------------------------------|---------------------|------|------------------------|------------------|----------------------|------------------|
|          |                                                                    |                     |      | Price Per Unit         | Total Amount Bid | Price Per Unit       | Total Amount Bid |
| 1        | Mobilization/Demobilization                                        | 1                   | LS   | \$55,000.00            | \$55,000.00      | \$150,000.00         | \$150,000.00     |
| 2        | Trench Shoring and Safety                                          | 1                   | LS   | \$34,000.00            | \$34,000.00      | \$25,000.00          | \$25,000.00      |
| 3        | Erosion and Sediment Control                                       | 1                   | LS   | \$72,000.00            | \$72,000.00      | \$15,000.00          | \$15,000.00      |
| 4        | Utility Coordination and Protection                                | 1                   | LS   | \$3,000.00             | \$3,000.00       | \$25,000.00          | \$25,000.00      |
| 5        | Work Limits Preparation                                            | 1                   | LS   | \$7,000.00             | \$7,000.00       | \$5,000.00           | \$5,000.00       |
| 6        | Remove and Dispose North Line Concrete Cylinder Pipe               | 100                 | LF   | \$220.00               | \$22,000.00      | \$200.00             | \$20,000.00      |
| 7        | Furnish and Deliver North Line Steel Pipe                          | 100                 | LF   | \$3,420.00             | \$342,000.00     | \$1,950.00           | \$195,000.00     |
| 8        | Install North Line Steel Pipe                                      | 100                 | LF   | \$1,100.00             | \$110,000.00     | \$3,000.00           | \$300,000.00     |
| 9        | Remove and Dispose North Line Vault                                | 1                   | EA   | \$7,000.00             | \$7,000.00       | \$7,500.00           | \$7,500.00       |
| 10       | Furnish and Install North Line Precast Concrete Vault              | 1                   | EA   | \$235,000.00           | \$235,000.00     | \$290,000.00         | \$290,000.00     |
| 11       | North Line Power, Instrumentation & Controls and SCADA Integration | 1                   | LS   | \$73,000.00            | \$73,000.00      | \$180,000.00         | \$180,000.00     |
| 12       | North Line Connections                                             | 2                   | EA   | \$31,000.00            | \$62,000.00      | \$80,000.00          | \$160,000.00     |
| 13       | South Line Vault Improvements                                      | 1                   | LS   | \$136,000.00           | \$136,000.00     | \$185,000.00         | \$185,000.00     |
| 14       | South Line Power, Instrumentation & Controls and SCADA Integration | 1                   | LS   | \$73,000.00            | \$73,000.00      | \$80,000.00          | \$80,000.00      |
| 15       | Final Grading, Surfacing and Restoration                           | 1                   | LS   | \$15,000.00            | \$15,000.00      | \$7,500.00           | \$7,500.00       |
| 16       | As-Built Drawings and Record Documents                             | 1                   | LS   | \$6,000.00             | \$6,000.00       | \$10,000.00          | \$10,000.00      |
| 17       | Testing, Startup, and O&M Manual                                   | 1                   | LS   | \$7,000.00             | \$7,000.00       | \$10,000.00          | \$10,000.00      |
| 16       | Minor Changes                                                      | 1                   | LS   | \$25,000.00            | \$25,000.00      | \$25,000.00          | \$25,000.00      |
|          |                                                                    |                     |      | <b>Sub Total</b>       | \$1,284,000.00   |                      | \$1,690,000.00   |
|          |                                                                    |                     |      | <b>Sales Tax (8.6)</b> | \$110,424.00     |                      | \$145,340.00     |
|          |                                                                    |                     |      | <b>Total</b>           | \$1,394,424.00   |                      | \$1,835,340.00   |



**CONTRACT**  
**#24-166-WTR-002**

This Contract is by and between the City of Anacortes, a Municipal Corporation, hereinafter called Owner, and Strider Construction Co., Inc, hereinafter called Contractor. Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK**

Contractor shall complete all Work as specified or indicated in the Contract Documents for the Project identified herein and in accordance with and as described in the Invitation to Bid entitled "North Line Repair Project #24-166-WTR-002".

**Article 2. PROJECT**

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **North Line Repair**

This project consists of constructing a transmission line repair and replacing flowmeters on both North and South lines.

**Article 3. ENGINEER**

The Owner's City Engineer is hereinafter called Engineer assumes all duties and responsibilities, and has the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**Article 4. CONTRACT TIMES**

- 4.1. Time of the Essence. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.2. Days to Achieve Substantial Completion and Final Payment. The Work will be substantially completed within **100** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the Supplementary Conditions Section 00 73 00, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **130** calendar days after the date when the Contract Times commence to run.
- 4.3. Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.2. above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense and loss suffered by the Owner are difficult and impractical to ascertain. Accordingly, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner liquidated damages, as calculated by the formula below for each day that expires after the time specified in Paragraph 4.2. for Substantial Completion until the Work is substantially complete.

Accordingly, the Contractor agrees

1. To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for substantial completion, and
2. To authorize the Owner to deduct these liquidated damages from any money due or coming to the Contractor.

**LIQUIDATED DAMAGES FORMULA**

$$LD = \frac{0.15C}{T}$$

where: LD = liquidated damages per working day (rounded to the nearest dollar)

C = original contract amount

T = original time for substantial completion

When the contract work has progressed to the extent that the Owner has full use and benefit of the facilities, both from the operational and safety standpoint, and only minor incidental work, replacement of temporary substitute facilities, or correction or repair remains to physically

complete the total contract, the Engineer may determine the contract work is substantially complete. The Engineer will notify the Contractor in writing of the substantial completion date. For overruns in contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in contract time occurring after the substantial completion date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual physical completion date of all the contract work. The Contractor shall complete the remaining work as promptly as possible. Upon request by the Owner, the Contractor shall furnish a written schedule for completing the physical work on the contract. Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire contract.

#### **Article 5. CONTRACT PRICE**

The total contract price is **One Million Eight Hundred Thirty-Five Thousand Three Hundred Forty Dollars (\$1,835,340.00)**, which includes \$145,340 in 8.6% sales tax. The Contractor's bid schedule is incorporated by reference and attached hereto as Exhibit A.

#### **Article 6. PAYMENT PROCEDURES**

Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

- 6.1. Progress Payments; Retainage. Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, during construction as provided in Paragraphs 6.1.1 and 6.1.2 below. All such payments will be measured by the schedule of values established in Paragraph 2.05 of the General Conditions (and in the case of Unit Price Work based on the number of units completed).
  - A. Pursuant to RCW 60.28.010, the Owner will retain five percent of all progress payments as a trust fund for the protection and payment of any person or persons, mechanic, subcontractor, or materialman who performs any labor upon the contract or work hereunder, and all persons who shall supply such person or persons or subcontractors with provisions and supplies for carrying on such work, and the State of Washington with respect to taxes imposed pursuant to Title 82 RCW which may be due from such Contractor. In the event that during the performance of the Contract and prior to the expiration of the claim period as provided in Chapter 60.28 RCW, the amount retained is reduced to any amount below five percent, then the Owner shall retain additional sums from monies earned by the Contractor so as to maintain at all times a five percent retained trust fund, unless otherwise reduced or excused by provisions of Chapter 60.28 RCW.
    1. Monies reserved under provisions of Chapter 60.28.011(4) RCW shall be retained in a fund by the Owner and not subject to withdrawal until after final acceptance of all WORK, or a portion thereof as may be approved by the Owner.
- 6.2. Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06. of the General Conditions, Owner shall pay the remainder of the Contract Price as provided in said Paragraph 15.06. Payment of Retainage shall comply with Chapter 60.28 RCW.

#### **Article 7. STANDARD TITLE VI / NON-DISCRIMINATION ASSURANCES**

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

#### **Article 8. CONTRACTOR'S REPRESENTATIONS**

In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has thoroughly examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.
- D. Contractor accepts the determination set forth in the General and Supplementary Conditions of the extent of the "technical data" contained in such reports and Drawings upon which Contractor is entitled to rely as provided in Paragraph 4.02 of the General Conditions.

- E. Contractor acknowledges that such reports and Drawings are not Contract Documents and may not be complete for Contractor's purposes.
- F. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
- G. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- H. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- I. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- J. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies in the Contract Documents and the written resolution thereof by Engineer through issued addendum or addenda is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. When said conflicts, etc., have not been resolved through interpretation or clarification by Engineer, because of insufficient time or otherwise, Contractor has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost; and said greater cost is included in the Contract Price.
- K. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- L. Execution of this Agreement by Contractor is a recognition that the Contract Documents are sufficient to have enabled the Contractor to determine the Costs of the Work, to enter into this Agreement, and to accomplish the Work for an amount not in excess of the Contract Price within the Contract Time provided for in the Contract Documents. The failure of the Contractor to fully acquaint itself with any provision of the Contract Documents or other matter shall not in any way relieve it from the responsibility for performing the Work in accordance with the Contract Documents, and for the Contract Price and within the Contract Time provided for in the Contract Documents.
- M. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

## **Article 9. CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Contract between Owner and Contractor concerning the Work consist of the following:

- A. This Contract.
- B. Performance, Payment, and other Bonds.
- C. Notice to Proceed.
- D. General Conditions.
- E. Supplementary Conditions.
- F. Specifications as listed in Table of Contents of the Bidding and Construction Documents.
- G. Drawings consisting of a cover sheet and sheets with each sheet bearing the following general title: North Line Repair.
- H. Contractor's Bid.
- I. The following which may be delivered or issued after the Effective Date of the Contract and are not attached thereto:
  - 1. All written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to Paragraph 3.04 of the General Conditions.
  - 2. The documents listed in Paragraphs 9 et seq. above are attached to this Contract (except as expressly noted otherwise above).
  - 3. There are no Contract Documents other than those listed above in this Article 9. The

Contract Documents may only be amended, modified or supplemented as provided in Paragraph 11.01 of the General Conditions.

**Article 10. MISCELLANEOUS**

- 10.1 Terms. Terms used in this Contract which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 10.2. Assignment of Contract. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.3. Successors and Assigns. Owner and Contractor each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 10.4. Severability. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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

**Owner:**

City of Anacortes

\_\_\_\_\_

\_\_\_\_\_  
Date

**Contractor:**

Strider Construction Co., Inc.

\_\_\_\_\_

\_\_\_\_\_  
Date

## APPENDIX A

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

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

## APPENDIX E

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

### **Pertinent Non-Discrimination Authorities:**

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

CONTRACT #24-166-WTR-002

EXHIBIT A

SECTION 00 41 13

BID FORM

**THE UNDERSIGNED BIDDER PROPOSES TO FURNISH ALL NECESSARY LABOR, TOOLS, MATERIALS, EQUIPMENT AND SERVICES REQUIRED FOR THE CONSTRUCTION OF THE "NORTH LINE REPAIR" FOR THE CITY OF ANACORTES, ALL IN ACCORDANCE WITH THIS PROPOSAL AND WITH THE PLANS AND SPECIFICATIONS.**

Name of BIDDER Strider Construction Co., Inc.

Street Address 4721 Northwest Drive

City/Zip Code Bellingham, WA 98226

Telephone No. 360-380-1234

E-Mail bids@striderconstruction.com

Contractor's State License No. STRIDCC121OZ

Contractor's State Tax Registration No. 601 100 050

To: City of Anacortes

This proposal is submitted as an offer by the undersigned to enter into the Contract with the City of Anacortes, hereinafter referred to as OWNER, for furnishing of materials, labor, tools, equipment and services required for construction of the "NORTH LINE REPAIR". Said Improvements are described in this proposal and also by the Plans and Specifications, which are a part hereof with the same force and effect as though they were attached hereto. This offer is conditioned on the following declarations as to the acts, intentions and understanding of the undersigned and the agreement of the OWNER to the terms and prices herein submitted.

The undersigned declares that the only persons or parties interested in this proposal are those named herein; that this proposal is in all respects fair and without fraud; that it is made without collusion with any official of the City of Anacortes; and that the proposal is made without any connection or collusion with any person making another proposal of this contract. **Moreover, the Bidder declares by signing the signature page of this Proposal that the following statement is true and correct:**

**My firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.**

Prices for this Proposal are listed in the enclosed schedule. The BIDDER shall complete all bid items.

1. All of the Plans and Specifications have been examined by the undersigned, and their terms and conditions are hereby accepted.
2. It is understood that the Plans and Specifications may be supplemented by additional plans and/or specifications and it is agreed that such supplemental plans and specifications, when not in conflict with those referred to in paragraph one (1) above, will have the same force and effect as if completed and attached hereto and that when received they will be considered a part of the Contract documents.
3. It is understood that all the work will be performed under a lump sum or unit price and that for said lump sum or unit price, all services, materials, labor, equipment and all work necessary to complete the project in accordance with the Specifications shall be furnished for the said lump sum or unit price named. It is understood that the quantities stated in connection with the price

schedule for the Contract submitted herein are approximate only and payment shall be made on the unit prices named for the actual quantities incorporated in the completed work. Actual quantities may vary significantly from those appearing in the price schedule. If there shall be an increase in the amount of the work covered by the lump sum price, it shall be computed on a basis of "extra work" for which an increase in payment will have been earned and if there be a decrease in the lump sum payment, it shall be made only as a result of negotiation between the undersigned and the OWNER. Furthermore, it is understood that any estimate with respect to time, materials, equipment or service which may appear on the Plans or in the Specifications, is for the sole purpose of assisting the undersigned in checking their own independent calculations and at no time shall the undersigned attempt to hold the OWNER, the PROJECT REPRESENTATIVE or any other person, firm or corporation, responsible for any errors or omissions that may appear in any estimate.

4. The undersigned will furnish the bonds required by the Specifications and comply with all the laws of the Federal Government, State of Washington and the OWNER which are pertinent to construction contracts of this nature even though such laws or municipal ordinances may not have been quoted or referred to in these Specifications.
5. A bid deposit in an amount of five percent (5%) of the total bid is attached here in the form indicated below:

☒ Bid Bond    ☐ Cashier's Check    ☐ Postal Money Order

The bid deposit accompanying this proposal shall be forfeited to the OWNER to the extent of 5 percent of the amount of the bid in case this proposal is accepted by the OWNER and the undersigned shall fail or refuse to execute the Contract and furnish the bonds and insurance documents as required by the Specifications within the time limit named therein after notification that said proposal and the Plans and Specifications which are a part hereof have been accepted, all in accordance with the provisions of this proposal.

6. It is understood that a unit or lump sum price must be provided for each item of each schedule. The extensions in the column headed "Total Price" are made for the sole purpose of facilitating comparison of the bids. If there are any discrepancies between the unit or lump sum price and the extensions, the unit or lump sum price shall govern. The undersigned acknowledges that they have filled out all required forms in their entirety and accepts the sole responsibility for their accuracy and completion.
7. The undersigned agrees that the "Time of Completion" shall be as herein defined in the Agreement.
8. Bidder accepts the provisions of Section 00 52 13 - Contract as to liquidated damages in the event of failure to complete work on time.
9. The undersigned proposes to furnish all labor, materials, equipment and services for the above listed lump sum or unit prices as applicable. The foregoing prices shall include all labor, materials, equipment, overhead, profit, insurance and all other incidental expenses, including use taxes, to cover the finished work of the several kinds called for.
10. The undersigned, as BIDDER, acknowledges that Addenda Numbers   0   to   0   have been delivered to them and have been examined as part of the Contract documents.

Strider Construction Co., Inc.

(Firm Name of BIDDER)

(Corporate Seal)



Darren D. Mullen, Secretary

(Name of BIDDER)

(Signature of BIDDER)

Washington

(State of Incorporation, if incorporated)

Dated at Bellingham, WA this 4th day of June, 2025.

- NOTE:
1. If the BIDDER is a co-partnership, so state, giving firm name under which business is transacted
  2. If the BIDDER is a corporation, this proposal must be executed by its duly authorized officials.

**BID FORM**  
**FOR CITY OF ANACORTES NORTH LINE REPAIR**

| ITEM NO. | DESCRIPTION                                                        | UNIT          | EST. QTY |    | TOTAL BASE BID PRICE |
|----------|--------------------------------------------------------------------|---------------|----------|----|----------------------|
| 1.       | Mobilization/Demobilization                                        | LS 150,000.00 | 1        | \$ | 150,000.00           |
| 2.       | Trench Shoring and Safety                                          | LS 25,000.00  | 1        | \$ | 25,000.00            |
| 3.       | Erosion and Sediment Control                                       | LS 15,000.00  | 1        | \$ | 15,000.00            |
| 4        | Utility Coordination and Protection                                | LS 25,000.00  | 1        | \$ | 25,000.00            |
| 5        | Work Limits Preparation                                            | LS 5,000.00   | 1        | \$ | 5,000.00             |
| 6        | Remove and Dispose North Line Concrete Cylinder Pipe               | LF 200.00     | 100      | \$ | 20,000.00            |
| 7        | Furnish and Deliver North Line Steel Pipe                          | LF 1,950.00   | 100      | \$ | 195,000.00           |
| 8        | Install North Line Steel Pipe                                      | LF 3,000.00   | 100      | \$ | 300,000.00           |
| 9        | Remove and Dispose North Line Vault                                | EA 7,500.00   | 1        | \$ | 7,500.00             |
| 10       | Furnish and Install North Line Precast Concrete Vault              | EA 290,000.00 | 1        | \$ | 290,000.00           |
| 11       | North Line Power, Instrumentation & Controls and SCADA Integration | LS 180,000.00 | 1        | \$ | 180,000.00           |
| 12       | North Line Connections                                             | EA 80,000.00  | 2        | \$ | 160,000.00           |
| 13       | South Line Vault Improvements                                      | LS 185,000.00 | 1        | \$ | 185,000.00           |
| 14       | South Line Power, Instrumentation & Controls and SCADA Integration | LS 80,000.00  | 1        | \$ | 80,000.00            |
| 15       | Final Grading, Surfacing and Restoration                           | LS 7,500.00   | 1        | \$ | 7,500.00             |
| 16       | As-Built Drawings and Record Documents                             | LS            | 1        | \$ | 10,000.00            |
| 17       | Testing, Startup, and O&M Manual                                   | LS 10,000.00  | 1        | \$ | 10,000.00            |
| 18       | Minor Changes                                                      | LS            | 1        | \$ | 25,000.00            |
|          | <b>Sub Total</b>                                                   |               |          | \$ | 1,690,000.00         |
|          | <b>Sales Tax (8.6)</b>                                             |               |          | \$ | 145,340.00           |
|          | <b>Total</b>                                                       |               |          | \$ | 1,835,340.00         |

**END OF SECTION**



## City Council Agenda Bill

**Meeting Date:** June 16, 2025      **Agenda Item:** 7.e.

**Agenda Item Title:** Termination of Latecomer Agreement 18-012-DEV-001 with RR Summit NW, LLC

**Staff Contact(s):** Andrew Rheume

| <b><u>Approved for Submittal to Council by</u></b> | <b><u>Action Type</u></b> |
|----------------------------------------------------|---------------------------|
| Jenna Miller                                       | Contract Modification     |
| Andrew Rheume                                      |                           |

**Item Summary:** City staff seeks approval to terminate Latecomer Agreement 18-012-DEV-001 with RR Summit NW, LLC, referred to as ("Developer").

**Background:** Developer installed the following improvements to lots along Rock Ridge Boulevard: street/roadway, water, storm drainage, sanitary sewer, utility improvements and other related appurtenances.

On November 5, 2018, the City and Developer entered into a Latecomer Agreement that required subsequent purchasers of lots within the development to pay a proportionate share of the cost of improvements prior to connecting to the City's water system. The collected amounts would then be reimbursed to Developer.

**Key Terms:**

- Three lots remain in Developer's ownership and have not been connected to City infrastructure systems.
- Developer is requesting to terminate Latecomer Agreement 18-012-DEV-001 to sell the remaining lots without recuperating the proportional share of the costs of improvements.

**Budget Impact:**

Termination of the agreement will not impact the City's budget, as latecomer fees were collected from subsequent purchasers of lots and fully reimbursed to the Developer. The City acted solely as a facilitator and did not incur any financial obligations.

**Previous Action:** Agreement #18-012-DEV-001 was approved by the City Council at its regular meeting on [11/5/2018](#).

**Recommended Motion:** I move that City Council authorize the Mayor to terminate Latecomer Agreement 18-012-DEV-001 between the City of Anacortes and RR Summit NW, LLC.

**Alternative Actions:** Not approve termination of agreement.

**Attachments (listed in order presented):**

1. Termination of Latecomer Agreement 18-012-DEV-001

**TERMINATION:  
LATECOMER AGREEMENT NO. 18-012-DEV-001**

This Termination of Latecomer Agreement ("Termination Agreement"), entered into by the **CITY OF ANACORTES**, a municipal corporation, hereinafter referred to as ("City") and RR Summit NW, LLC, hereinafter referred to as "Developer" on the date fully executed below, is intended to terminate that Latecomer Agreement entered into November 5, 2018, by and between the City and Developer.

**WHEREAS**, the Developer installed certain improvements which consist of the following:

Street/Roadway, Water, Storm Drainage, Sanitary Sewer, Utility  
Improvements and related appurtenances along Rock Ridge Parkway

**WHEREAS**, the City of Anacortes has the authority to enter into Latecomer Agreements per RCW 35.91 and Anacortes Municipal Code 12.20; and

**WHEREAS**, and the City and Developer entered into a Latecomer Agreement dated November 5, 2018, which provided for the collection of a proportionate share of the costs of improvements before subsequent purchasers of lots within the development shall be allowed to tap into the City of Anacortes water system and return said share to the Developer; and

**WHEREAS**, the City collected costs for certain lots within the development and forwarded those costs to the Developer; and

**WHEREAS**, parcels 137284, 137283, and 60499 remain in the ownership of Developer and have not yet been connected to City infrastructure systems, who now wishes to the sell the lots without recuperating the proportional share of costs for those lots; and

**WHEREAS**, the Developer now desires to terminate Latecomer Agreement No. 18-012-DEV-001 with the City.

**NOW THEREFORE, IT IS AGREED THAT:**

1. The recitals set forth above are adopted and incorporated as if set forth fully herein.
2. Each by their signatures below, the City and Developer hereby terminate Latecomer Agreement No. 18-012-DEV-001.
3. This Termination Agreement is effective on the date fully executed below. As of the effective date of this Termination, the Latecomer Agreement is of no further force or effect.

4. This Termination Agreement may be signed in counterparts, which taken together shall constitute the complete termination. Signature by the parties transmitted via facsimile or electronic format shall be acceptable and binding.

This Termination Agreement was accepted by the City Council at its regular meeting of \_\_\_\_\_.

CITY OF ANACORTES

By \_\_\_\_\_  
Matt Miller, Mayor

RR Summit NW, LLC

By \_\_\_\_\_

Print Name Nels Strandberg

Title Member

ATTEST:

\_\_\_\_\_  
Steven D. Heglund  
City Clerk - Treasurer