

- Meetings may be viewed on the [City of Anacortes website](#), on the City of Anacortes [YouTube Channel](#), or on TV [Channel 10](#).
- The public may also watch, listen to, or participate in the meeting live by visiting <https://us02web.zoom.us/j/89255646791> or by telephoning 1-253-215-8782 and entering Meeting ID 892 5564 6791.
- The public is encouraged to comment via email to cityclerk@cityofanacortes.org or via written comment addressed to City Clerk, P.O. Box 547, Anacortes, WA 98221. Public comments received by the [City Clerk](#) prior to 3:00 p.m. the day of the meeting will become part of the record for the meeting, just as if presented in person.
- Complete guidelines for virtual participation in Anacortes City Council meetings are available [here](#). View the quick video example for connecting to the meeting [here](#).



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

July 7, 2025
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Police Officer Swearing In
 - b. Police Canine Introduction
 - c. Fourth of July Parade Award Winners (Announcement)
 - d. Fiber Committee (Report)
 - e. Housing Affordability and Community Services Committee (Report)
 - f. Library Committee (Report)
 - g. Public Safety Committee (Report)
 - h. Public Works Committee (Report)
 - i. Port / City Liaison Committee (Report)
 - j. Economic Development Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of June 6, 2025 (Action)
 - b. Minutes of June 23, 2025 (Action)
 - c. Approval of claims in the amount of \$2,924,327.24 (Action)
 - d. Special Event: Anacortes Arts Festival (Action)
6. **Other Business**

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.

- a. * Interlocal Agreement 25-111-PRK-001 with Anacortes School District No. 103 for Tennis Court Upgrades & Pickleball Conversion at 22nd St & K Ave (Discussion/Possible Action)
 - b. Contract Award: Downtown Streetscapes Plan #25-075-IDS-001 (Discussion/Action)
 - c. Interlocal Agreement #25-180-IDS-001 with Swinomish Indian Tribal Community for Mutual Assistance (Discussion/Action)
7. **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

July 7, 2025
6:00 p.m.

639

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

✓ PAT GARDNER

✓ WARD MACKENZIE (DAA)

✓ Bryan Benson ↓

✓ Andy Pitz ↓

Kathy Dickerson

✓ Boshie Morris

4th PARADE + DOG POOP
STREETSCAPE CONTRACT

Pickleball Court Proposal
Pickleball

Guemes Ferry

How MANY
CITIZEN

JOHN PIPE

PICKLE BALL EXPERT (WITNESS)

Continue on back of sheet as needed



Submitted by Roskie Morris 1618 7th St. Anacortes, 7/7/25

Car parked 10' from stop sign. 30' is legal. Cars are still parking like this since MARCH.

Fire hydrants - require 15'

side walks - require 4' from edge,

Alleys & Driveways - require 5' each side. None of this is reality.

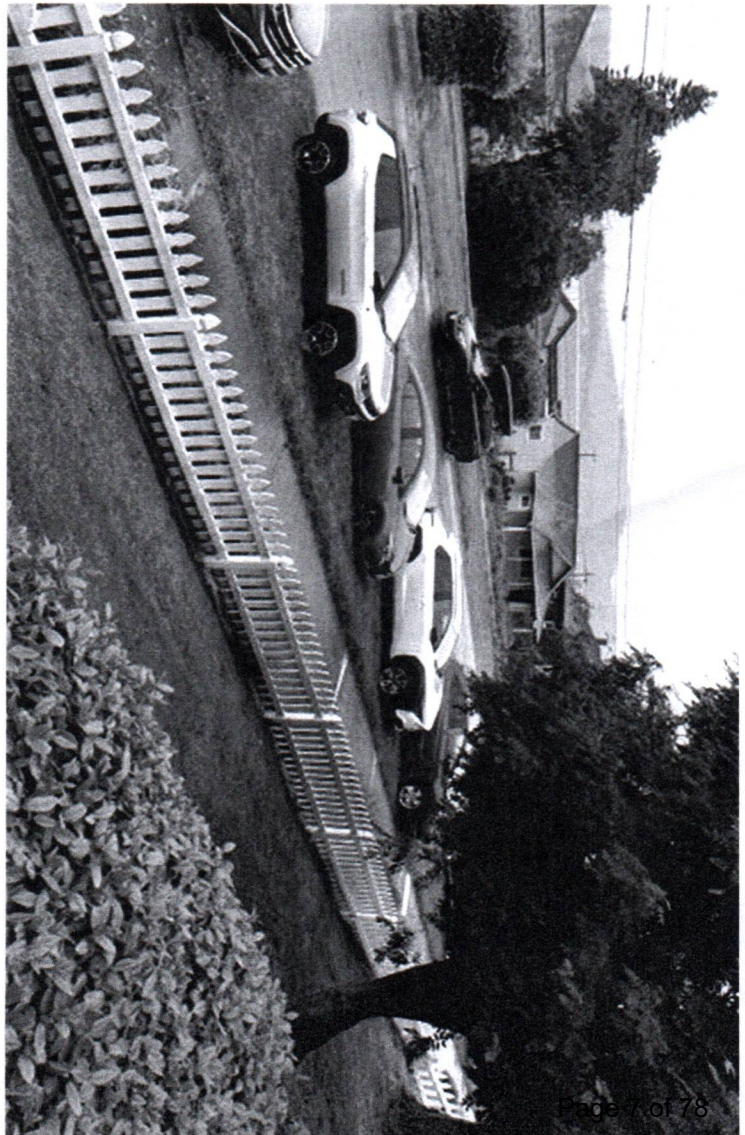


SIDEWALK. SOUTH SIDE 17th between I & J streets,
This is a heavily walked part of town.
This is unacceptable, and the parking enforcement has not
been receptive to the clear problem of cars
parking ON sidewalks.
Photos taken different days



Diagonal Parking south side of 7th st. And an attempt to show the Safeway diagonal parking- not even 225' to store door. Block is 10 lots of 30' each, 300'

Both photos show creative
diagonal parking the ENTIRE
distance I to J avenues
The only public parking area
that equals this 850' is an
area of Island Hospital. Not
Sage way, The Market, anywhere
in Lindcortes.



Anacortes City Council Special Meeting Minutes

Date: June 6, 2025

The Anacortes City Council met in a special joint session with the Skagit County Board of Commissioners and the Cities of Burlington, Mount Vernon, and Sedro-Woolley on Friday, June 6, 2025, with Councilmembers, Ryan Walters, Christine Cleland-McGrath, TJ Fantini, and Carolyn Moulton present.

I. CALL TO ORDER AND ROLL CALL:

Skagit County Chair Lisa Janicki, Anacortes Mayor Matt Miller, Burlington Mayor Bill Aslett, Mount Vernon Mayor Peter Donovan, and Sedro-Woolley Mayor Julia Johnson called the proceedings to order at approximately 8:00 a.m.

Skagit County Commissioners Ron Wesen and Peter Browning were present.

Councilmembers present from the City of Burlington included Elizabeth Turman-Bryant, Dr. Jesús Pérez-Linares, Kelsey Freeman, and James Stavig.

Councilmembers present from the City of Mount Vernon included Navor Tercero, Iris Carias, Andrew Vander Stoep, Melissa Beaton, Mary Hudson, and Richard Brocksmith.

Councilmembers present from the City of Sedro-Woolley included Kevin Loy, Sarah Diamond, Allan Henderson, and Paul Cocks.

Anacortes Planning Commission member Michael Mills was also in attendance.

Other staff in attendance included Skagit County Director of Strategic Initiatives Monica Negrila, Skagit County Deputy County Administrator Jennifer Johnson, Skagit County Public Health Director Keith Higman, Skagit County Senior Public Health Analyst George Kosovich, Skagit County District Court Judge Jenifer Howson, Skagit County Clerk of the Board Amber Erps, and Mike Bonetto from Tenfold Health.

II. AGENDA:

a) 8:00 a.m. - 9:00 a.m. Special Joint Meeting with Cities of Anacortes, Burlington, Mount Vernon and Sedro-Woolley (Swinomish Casino & Lodge, 12885 Casino Drive, Anacortes)

1. Overview of North Star Initiative

Director of Strategic Initiatives Monica Negrila provided an overview of the North Star initiative and shared that the goal for the meeting was to strengthen collaboration by building trust, deepening understanding, and that there was a desire to see if the four cities were interested in revisiting a city-county partnership to address homelessness and behavioral health challenges in the community by pooling resources and funding.

2. Jurisdictional Cross-Sharing & Exploring Formal Collaboration Roundtable

Discussion was held regarding highlights and challenges each jurisdiction faced, hopes for regional collaboration, desire for a formal partnership agreement, what benefits or concerns were foreseen, and what conditions or deal-breakers needed to be addressed.

Ms. Negrila asked each jurisdiction to discuss these topics and share feedback with the group.

Some of the highlights shared by Anacortes included partnerships with housing providers, the Salvation Army, and Community Action Agency, and the approval of sales tax for housing. Burlington highlighted the STAR Center, medical detox, two additional affordable housing units, and the First Steps Center. Mount Vernon highlighted Martha's Place, and another behavioral health center. Sedro-Woolley highlighted Family Promise, Helping Hands Food Bank, a youth center at the high school that also served meals, the STAR Center, and opioid funding. Skagit County highlighted the STAR Center, co-response teams for mental health, and community court.

Anacortes City Council Special Meeting Minutes

Date: June 6, 2025

Some of the challenges discussed by Anacortes included bringing the public along and the need for improved information/transparency regarding North Star. The Interlocal Agreement provided by the county in 2023 regarding North Star had not been fully signed because it generated more questions than answers. Anacortes appreciated the increased outreach and presentations provided by the county since then. Burlington discussed challenges with meeting affordable housing needs and job opportunities. Mount Vernon discussed budget concerns. Sedro-Woolley discussed eviction prevention and adequate programs for youth. Additional discussion was held regarding the U.S. Department of Labor's decision to possibly close the Job Corps Center in Sedro-Woolley. Skagit County discussed co-response expansion, Medicaid funding, and declining revenue streams.

There was general consensus to collaborate regionally. Requests were made for a sound policy, to avoid "silos" between partners, and to ensure that each community was represented. Commissioner Browning discussed the successes Skagit County was able to achieve regionally with the five-county partnership (between Skagit, San Juan, Whatcom, Island, and Snohomish Counties) and he was optimistic about achieving success for the community through a strong cities-county partnership.

Further discussion was held regarding the formation of a joint agreement/partnership for North Star and additional details were requested about the dispersal of funds, that the cities be involved in drafting the agreement, that the North Star website be improved, that North Star minutes be more robust, and to hold some of the meetings and work sessions in the evening for councilmember attendance. The group requested to continue moving forward and hold both joint cities-county meetings as well as city council meetings.

Three options for formalizing a collaborative North Star partnership were discussed and the group was generally supportive of the first option which was to amend the 2006 Interlocal Agreement regarding homeless housing Notice of Funding Availability (NOFA) and replace United Way's approval committee with a cities-county North Star aligned committee so long as there were clear expectations with a comprehensive process and continued discussions with cities. This option would update and improve the 19 year-old process regarding funding recommendations for the document recording fees collected by the Auditor's Office for homeless/housing uses.

3. Discussion on Funding Alignment of Opioid Settlement Funds

Senior Public Health Analyst George Kosovich provided an overview of the total funds available through the city and county opioid settlement agreements and he discussed some potential high priority projects that could be jointly funded by pooling all or some of their opioid funds. The projects would benefit the entire community and included detox bridge housing, additional recovery housing, additional recovery support services, or funding the startup of the STAR Center.

The group discussed the projects and noted the benefits of joint funding but found it difficult to decide which projects to fund with the available opioid settlement funds. After further discussion, a preference was shown for the detox bridge housing, additional recovery housing, and some STAR Center start up costs. It was agreed that additional discussion was needed on this topic.

4. Summary and Next Steps

In addition to forming a partnership agreement to work together, concerns were also shared for further discussion regarding continued support for local non-profits and North Star competing with local non-profits for grant funds.

Ms. Negrila thanked attendees for their meaningful discussions and feedback.

Presntation: <https://www.skagitcounty.net/CountyCommissioners/Documents/AgendaPackets/o6022025.zip>

III. ADJOURNMENT:

Chair Janicki, Mayor Miller, Mayor Aslett, Mayor Donovan, and Mayor Johnson adjourned the proceedings at approximately 9:00 a.m. so that the group could join the North Star Connect Symposium where they heard from speakers and stakeholders on behavioral health, housing, and recovery.

Anacortes City Council Minutes - June 23, 2025

Call to Order

Mayor Matt Miller called to order the June 23, 2025, Anacortes City Council meeting at 6:00 p.m. Councilmembers TJ Fantini, Anthony Young, and Christine Cleland-McGrath were present. Councilmembers Carolyn Moulton and Bruce McDougall participated in the meeting remotely via Zoom. Councilmembers Amanda Hubik and Ryan Walters were absent.

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

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller thanked staff for their efforts in supporting the Pride Parade over the weekend. He then announced that there would be no regular City Council meeting on June 30th due to it being the fifth Monday of the month with the next regular meeting scheduled to take place on July 7th. Finally, he detailed the schedule of Fourth of July events and reminded citizens that donations for the fireworks display are welcome and are accepted on the [Anacortes Parks Foundation website](#).

Mr. Young expressed his thanks to the Anacortes Police Department and the mayor for their presence at the Pride Parade over the weekend.

Planning Committee

Mayor Miller announced that the Planning Committee did not meet as scheduled.

Public Comment

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

Public comment was given as follows:

Mark Robinson of Anacortes commented on an issue regarding plastic swimming pools at the Ace of Hearts Dog Park, asking that the Ace of Hearts dog park association meet with the Parks and Recreation department to resolve the situation.

Pat Gardner of Anacortes addressed parking in the city with new multifamily housing development, and associated car break-ins due to cars being parked on city streets. She also addressed the proposed event center, asking about the status of the initiative. Mayor Miller responded that the city is working with the port on the project.

Allen Lewis of Anacortes commented on the dog park and the safety of dogs in a facility with a lack of shade, asking that a solution be found to allow dogs to be cooled during periods of hot weather.

Don Falkenbury of Anacortes asked about the policies regarding the use of the dog park. Mayor Miller responded that there are policies regarding the use of all city parks in Anacortes.

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 12, 2025
- b. Minutes of June 16, 2025
- c. Approval of claims in the amount of \$848,205.47
The following vouchers/checks were approved for payment:
EFT numbers: 112815 through 112851, total \$543,556.78
Check numbers: 112814 through 112872, total \$154,641.02
Wire transfer numbers: 371021 through 371410, total \$150,007.67
- d. Contract Modification: On-Call Environmental Permitting #23-193-ENG-001
- e. Ordinance 5002 - Amend Municipal Code Chapter 2.18 regarding Indigent Defense Services

Public Hearings

Ordinance 5001: Transportation Improvement Program

Public Works Director Andrew Rheame re-introduced Ordinance 5001 that would establish the 2026-2031 Transportation Improvement Program.

Discussion topics included:

- Appreciation for the effort in improving the format and presentation.
- Keeping the Guemes Channel Trail as part of the program.

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

At 6:22pm Mayor Miller closed the public hearing.

Anthony Young moved, seconded by TJ Fantini, to approve Ordinance 5001 adopting the 2026-2031 Transportation Improvement Program..

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

Adjournment

There being no further business, at approximately 6:23 p.m. the Anacortes City Council meeting of June 23, 2025, was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the July 7, 2025 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
371704	2/7/2025	544	FIDALGO CREATIVE	POLICE RECRUITMENT FLYER & BANNER	\$ 900.00	hr
371414	3/26/2025	1200707203	HDR ENGINEERING, INC	WTP NORTH LINE REPAIR & FLOWMETER UPGRADES - DESIGN - 1/26/25 - 2/22/25	\$ 17,189.15	pw1
372048	3/26/2025	1200707212	HDR ENGINEERING, INC	WASTEWATER TREATMENT PLANT OUTFALL - CONSTRUCTION MANAGEMENT - 1/26/25-2/22/25	\$ 100,659.12	pw1
371626	3/26/2025	15-250312046	CUMMINS, INC.	ON-CALL CUMMINS EQUIPMENT REPAIR - TRUCK 304	\$ 1,127.11	pw1
368499	4/25/2025	B19663001	SHI INTERNATIONAL CORP.	RC11 (QTY 16), RC 15 (QTY 1), PIGTAIL CABLES (QTY 17)	\$ 8,132.80	infosys
371412	4/30/2025	5040120	UTILITIES UNDERGROUND LOCATION	APRIL LOCATE TICKETS	\$ 287.55	dshop
369336	5/9/2025	B19717306	SHI INTERNATIONAL CORP.	ADOBE PREMIERE PRO SUBSCRIPTION	\$ 684.79	finance
372050	5/11/2025	9022313	TASK FORCE TIPS	REPAIR INTAKE VALVE	\$ 207.85	medic
372063	5/20/2025	164169	SUMMIT LAW GROUP, PLLC	POLICE CBA NEGOTIATIONS	\$ 445.00	hr
371759	5/23/2025	23494 - 3	H W LOCHNER, INC	Q AVENUE PEDESTRIAN CROSSINGS - DESIGN - 4/26/25 - 5/23/25	\$ 5,933.19	pw1
371679	5/28/2025	38338	SKAGIT FARMERS SUPPLY	ETHANOL FREE UNLEADED 16.3040 GAL	\$ 82.32	dwtpt
371699	5/31/2025	090087001-0525	KIMLEY-HORN AND ASSOCIATES, IN	PASS LAKE 10-INCH WATERMAIN REPLACEMENT PROJECT - DESIGN - THROUGH 5/31/25	\$ 1,175.00	pw1
371703	5/31/2025	1832	WIDENER & ASSOCIATES	WWTP OUTFALL - PERMITTING & MONITORING SERVICES - MAY 2025	\$ 39,924.31	pw1
371760	5/31/2025	2751	SKAGIT CONSERVATION DISTRICT	NPDES II OUTREACH & EDUCATION - MAY 2025	\$ 1,458.96	pw1
371700	5/31/2025	32157872	KIMLEY-HORN AND ASSOCIATES, IN	MARCH'S POINT ROAD WATER MAIN AND BIKE LANE PROJECT - DESIGN - THROUGH 5/31/25	\$ 31,856.62	pw1
372041	5/31/2025	Pay App 11	STRIDER CONSTRUCTION CO, INC	WWTP OUTFALL RELOCATION - MARINE AND UPLAND	\$ 1,282,180.80	pw1
371691	6/1/2025	40-003352	CERTIFIED FOLDER DISPLAY	ADVERTISING	\$ 888.00	museum

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
371915	6/3/2025	INV13419920	PLURALSIGHT, LLC	PLURALSIGHT SUBSCRIPTION RENEWAL - 6/3/25 - 6/2/26	\$ 1,844.17	infosys
371696	6/5/2025	PSI00374198	WOOD'S LOGGING SUPPLY	PARTS FOR EQUIP #11995	\$ 67.28	dshop
371455	6/9/2025	300000000343	PUGET SOUND ENERGY INC	PARKS/CEM/WASH. PARK/FAC/DEPOT 5/6-6/5/25	\$ 6,884.18	parks1
371694	6/9/2025	51809	VAN'S EQUIPMENT CO	PARTS FOR EQUIP #426	\$ 2,179.74	dshop
371411	6/10/2025	BI-0379261	GRANICH ENGINEERED PRODUCTS	OPERATING SUPPLIES	\$ 6,999.27	dwtpt
371461	6/11/2025	57474	SKAGIT PUBLISHING LLC	PUBLISH AA-643914	\$ 40.60	pw1
371914	6/11/2025	840456	RAINBOW ENTERPRISES	ON-CALL PIT TOILETS, PUMP STATIONS, AND SEPTIC TANK PUMP OUT SERVICE	\$ 1,632.00	parks1
372054	6/11/2025	8498 30 017 0464628	COMCAST	WA PARK INTERNET SERVICE	\$ 113.16	parks1
371417	6/11/2025	CA08	AIRSTRIKE BIRD CONTROL INC	CITY HALL BIRD ABATEMENT - 6/1/25 - 6/15/25	\$ 1,950.00	pw1
371758	6/12/2025	1200729307	HDR ENGINEERING, INC	CITY ENGINEER ON CALL - WATER AND WASTEWATER - 5/4/25 - 5/31/25	\$ 1,206.48	pw1
371463	6/12/2025	25-16663	EUROFINS ENVIRONMENT TESTING	LAB SAMPLE - FLUORIDE BLUE HERON	\$ 35.00	dwtpt
371462	6/12/2025	31-C24057699	THE ESTATE OF DIXIE LARSON	REFUND AMBULANCE PAYMENT	\$ 275.00	finance
371459	6/12/2025	31-C24077119	STADY, WILLIAM	REFUND AMBULANCE PAYMENT	\$ 150.00	finance
371458	6/12/2025	31-C24085037	CLARKE, SYLVIA	REFUND AMBULANCE PAYMENT	\$ 275.00	finance
371460	6/12/2025	31-C24093301	NORE, LYNNE	REFUND AMBULANCE PAYMENT	\$ 290.00	finance
371465	6/13/2025	1797271	WALTON BEVERAGE COMPANY, INC	WTP: BREAKROOM SUPPLIES	\$ 161.00	dwtpt
371464	6/13/2025	25-18047	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - TCR NORTH	\$ 154.00	dwtpt
371413	6/13/2025	786	OSBORN CONSULTING, INC	PROFESSIONAL PLAN REVIEW CONSULTANT SERVICES - THROUGH 5/31/25	\$ 8,861.78	pw1
371174	6/13/2025	cpls	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; MAY 2025	\$ 363.00	apd
371678	6/14/2025	320596	ANACORTES ANIMAL HOSPITAL	BOARD & DISTRAINER MAY 2025	\$ 90.00	apd
372043	6/15/2025	0001831	CITY OF BURLINGTON	DARK FIBER & RACK SPACE, JUNE 2025	\$ 487.18	fiber
371714	6/16/2025	0286948	POLLARD WATER	DECHLORINATOR TABLETS	\$ 612.23	pw1
371682	6/16/2025	038 200 0000 2	CASCADE NATURAL GAS CORP.	APD 5/17-5/31/25	\$ 1,348.27	apd
371692	6/16/2025	1057183	BAYSHORE OFFICE PRODUCTS INC	SUPPLIES FOR FACILITIES	\$ 633.93	pwfac
371686	6/16/2025	154 700 0000 9	CASCADE NATURAL GAS CORP.	LIBRARY 1220 10TH: 5/17-5/31/25	\$ 469.99	publib

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
371755	6/16/2025	1599	FIDALGO CLEANING	APD CLEANING & SUPPLIES 6/2-6/15/25 - CORRECTION	\$ 300.00	apd
371688	6/16/2025	199 800 0000 4	CASCADE NATURAL GAS CORP.	MUSEUM 703 R: 5/17-6/13/25	\$ 56.75	museum
371466	6/16/2025	25-18273	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT FINISHED	\$ 22.00	dwtp
371450	6/16/2025	260 037 3822 1	CASCADE NATURAL GAS CORP.	611 R AVENUE 5/17-6/13/25	\$ 44.07	parks1
371756	6/16/2025	26467062	EWING IRRIGATION PRODUCTS, INC	PARKS MAINTENANCE SUPPLIES	\$ 856.91	parks1
371449	6/16/2025	304 713 4234 2	CASCADE NATURAL GAS CORP.	607 R AVE SERVICE DATES 5/17-6/13/25	\$ 22.91	parks1
371634	6/16/2025	320101	LAKESIDE INDUSTRIES, INC.	SUPPLIES FOR STREET DEPT	\$ 2,032.08	dshop
371633	6/16/2025	320305	LAKESIDE INDUSTRIES, INC.	SUPPLIES FOR STREET DEPT	\$ 540.06	dshop
371451	6/16/2025	440 400 0000 0	CASCADE NATURAL GAS CORP.	FIDALGO CENTER 5/17-6/13/25	\$ 138.54	parks1
371453	6/16/2025	538 000 0000 1	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. 5/17-6/13/25	\$ 19.22	parks1
371454	6/16/2025	638 000 0000 0	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. #B 5/17-6/13/25	\$ 20.00	parks1
371689	6/16/2025	912 800 0000 0	CASCADE NATURAL GAS CORP.	HERITAGE CENTER: 5/17-6/13/25	\$ 89.68	museum
371452	6/16/2025	917 600 0000 9	CASCADE NATURAL GAS CORP.	1915 13TH ST. 5/17-6/13/25	\$ 32.23	parks1
371684	6/16/2025	98980000008	CASCADE NATURAL GAS CORP.	WWTP 5/17-6/13/25	\$ 214.78	dwwtp
371706	6/16/2025	RE-313- ATB50616138	WASHINGTON STATE DEPARTMENT	REVIEW OF R AVE LONG TERM IMPROVEMENTS PROJECT	\$ 130.61	pw1
371477	6/16/2025	WAANA162660	FASTENAL COMPANY	OPERATING SUPPLIES	\$ 204.02	dwwtp
371472	6/17/2025	25-16718	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT RAW	\$ 70.00	dwtp
371308	6/17/2025	3196	NW HYDROVAC CORP, OR/WA EQUIPMENT SALES	MALA EASY LOCATOR CORE	\$ 20,808.00	wdist
372056	6/17/2025	5672-1	ISLAND FIREWOOD CO., LLC	WA PARK FIREWOOD FOR RESALE	\$ 1,050.00	parks1
371954	6/17/2025	7426275119	CARDINAL HEALTH 110, INC.	PHARMA: FENTANYL, MORPHINE	\$ 106.24	medic
371683	6/17/2025	INV3021009	COPIERS NORTHWEST, INC	APD CANNON COPIES 5/14-6/13/25	\$ 41.04	apd
371636	6/17/2025	X151943	CORE & MAIN LP	SUPPLIES FOR WATER MAINTENANCE	\$ 4,739.26	wdist
371635	6/17/2025	X174274	CORE & MAIN LP	SUPPLIES FOR WATER MAINTENANCE	\$ 321.50	wdist
371448	6/18/2025	2024.LTAC.EA.QTR4. 2	ANACORTES CHAMBER OF COMMERCE	FINAL LTAC PAYMENT 2024 EXPERIENCE ANACORTES	\$ 32,808.59	plan
371698	6/18/2025	2065424	MILES SAND & GRAVEL CO.	SUPPLIES FOR WATER MAINTENANCE	\$ 137.09	wdist
371473	6/18/2025	25-18812	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT FINISHED	\$ 22.00	dwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
371474	6/18/2025	25-18835	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - TCR SOUTH	\$ 110.00	dwtp
371475	6/18/2025	25-18862	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - TCR 00932	\$ 44.00	dwtp
371757	6/18/2025	26501620	EWING IRRIGATION PRODUCTS, INC	PARKS MAINTENANCE SUPPLIES	\$ 443.04	parks1
371693	6/18/2025	51849	VAN'S EQUIPMENT CO	PART FOR EQUIP #426	\$ 1,790.64	dshop
371628	6/18/2025	90256330	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE	\$ 6,136.55	dwtp
372047	6/18/2025	9300080685	GRAYBAR ELECTRIC COMPANY, INC	FIBER OPTIC DROP CABLES	\$ 1,951.44	fiber
371415	6/18/2025	Pay App 2	FISHER CONSTRUCTION GROUP INC	16TH STREET AND D AVENUE IMPROVEMENT	\$ 275,909.59	pw1
371921	6/19/2025	0002412867	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 97.06	medic
371707	6/19/2025	240004	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR SERVICES - FIRE STATION 1 HVAC REPAIR	\$ 1,046.74	pw1
371709	6/19/2025	241600	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR SERVICES - APD GAS SMELL INVESTIGATION	\$ 623.34	pw1
371701	6/19/2025	24553.00-9	GRAY & OSBORNE INC	SHIP HARBOR BOARDWALK RESTORATION - OPTIONS/COST ESTIMATES - 5/18/25-6/14/25	\$ 110.63	parks1
371702	6/19/2025	24567.00-8	GRAY & OSBORNE INC	DEPOT MARKET PLAZA EXPANSION PROJECT - DESIGN - 5/18/25-6/14/25	\$ 3,720.20	parks1
371877	6/19/2025	287334328849X0627202	AT&T MOBILITY, LLC	CITY CELL PHONES 5/20-6/19/25	\$ 4,571.04	finance
371878	6/19/2025	287334328875X0627202	AT&T MOBILITY, LLC	CITY CELL PHONES 5/20-6/19/25	\$ 7,885.26	finance
372044	6/19/2025	9300085345	GRAYBAR ELECTRIC COMPANY, INC	FIBER OPTIC DROP CABLES	\$ 4,615.08	fiber
371624	6/19/2025	INV3022282	COPIERS NORTHWEST, INC	S/N 2YJ30356 LIBRARY FL1 TECH SERVICES COPIER 5/18-6/17/25	\$ 282.42	finance
372038	6/20/2025	0207631	GEOENGINEERS, INC.	2025 CRITICAL AREAS REGULATIONS BAS UPDATE - 5/12/25-6/6/25	\$ 6,760.25	plan
371697	6/20/2025	131412	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL SERVICES 2025 - WTP PUMP MOTOR TROUBLESHOOTING	\$ 6,458.51	dwtp
371708	6/20/2025	240753	BLYTHE MECHANICAL, INC	HVAC ANNUAL PREVENTIVE MAINTENANCE 2025 - WWTP	\$ 967.23	pw1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
371681	6/20/2025	25B-091	WSI POLYGRAPH SERVICE	PRE-EMPLOYMENT POLYGRAPH; WALLACE AND WEST	\$ 375.00	apd
371623	6/20/2025	6/20/2025	ANACORTES FAMILY CENTER	SOCIAL WORKER AGREEMENT - JUNE 2025	\$ 5,000.00	apd
371625	6/20/2025	68011	CRANETECH INC	BUSBAR REPAIR ON OVERHEAD CRANE	\$ 1,656.77	dwtpt
371637	6/23/2025	114-14083543	UNITED SITE SERVICES, INC	INTAKE PORTA-POTTY 5/22/25 - 6/21/25	\$ 118.09	dwtpt
371922	6/23/2025	1611867	LIFE ASSIST, INC	SUCTION TUBING, SUCTION HANDLE	\$ 25.24	medic
371955	6/23/2025	19800	WILSON ENGINEERING, LLC	WWTP PUMP STATION 16 RECONSTRUCTION - DESIGN - THROUGH 6/20/25	\$ 45,710.23	pw1
372027	6/23/2025	322731	LAKESIDE INDUSTRIES, INC.	SUPPLIES FOR SHOP	\$ 1,110.98	dshop
371928	6/23/2025	4769	SKAGIT 911	3RD QUARTER RADIO INFRASTRUCTURE	\$ 10,102.76	medic
371947	6/23/2025	4770	SKAGIT 911	LAW RADIO INFRASTRUCTURE	\$ 99,080.25	apd
371687	6/23/2025	507360964	MIDWEST TAPE, LLC.	DVD FOR COLLECTION	\$ 27.35	publib
371632	6/23/2025	8498 30 030 0111230	COMCAST	WTP 14489 RIVER BEND RD. - 6/19-7/18/25	\$ 143.68	finance
371630	6/23/2025	LNW-116779	LITHTEX NW	ATOWN MAGAZINE SPRING SUMMER 2025 PRINTING	\$ 11,094.34	executive
371924	6/24/2025	1612468	LIFE ASSIST, INC	DISPOSABLE EAR SENSORS	\$ 34.69	medic
371705	6/24/2025	1800129	WALTON BEVERAGE COMPANY, INC	OPS: BREAKROOM SUPPLIES	\$ 191.00	dshop
371711	6/24/2025	25-045-FAC-0011	BLYTHE MECHANICAL, INC	RETAINAGE RELEASE	\$ 2,285.00	pw1
371712	6/24/2025	25-18450	EUROFINS ENVIRONMENT TESTING	LAB TESTING - SIDE STREAM NITROGEN	\$ 44.65	dwwtpt
371713	6/24/2025	25-18456	EUROFINS ENVIRONMENT TESTING	LAB TESTING - INFLUENT NITROGEN	\$ 44.65	dwwtpt
371715	6/24/2025	25-19476	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - TCR NORTH	\$ 154.00	dwtpt
371917	6/24/2025	25-2	MMB CONSULTING	MAYOR/COUNCIL/DEPARTMENT HEAD RETREAT FACILITATION	\$ 3,850.00	admsrv
371932	6/24/2025	51863	VAN'S EQUIPMENT CO	PARTS FOR EQUIP #426	\$ 3,176.21	dshop
371716	6/24/2025	INV00748323	USA BLUE BOOK	LAB SUPPLIES - FLOAT SWITCH	\$ 360.32	dwtpt
371935	6/24/2025	INV43992	SEAWESTERN, INC.	12 - 50' LENGTHS HOSE	\$ 4,038.09	medic
371695	6/24/2025	P0002-81	QCC QUALITY CONTROLS CORP.	ON-CALL PROFESSIONAL SERVICES AT THE WTP - MAY 2025	\$ 168.00	dwtpt
371953	6/24/2025	ReimbMcCunn	MCCUNN, MIKE	FUEL FOR ANTIQUE ENGINE (#208) - REIMBURSEMENT	\$ 63.72	medic
371919	6/25/2025	0083326	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 501.17	wdist

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
371918	6/25/2025	0084876	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 3,741.74	wdist
371927	6/25/2025	1613138	LIFE ASSIST, INC	DISPOSABLE EAR SENSORS	\$ 312.17	medic
371761	6/25/2025	25-19557	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT FINISHED	\$ 22.00	dwtpt
371843	6/25/2025	381031	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 439.99	pwfac
371842	6/25/2025	381229	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 1,487.50	pwfac
371764	6/25/2025	53117165	UNIVAR USA INC	SODIUM HYDROXIDE (CAUSTIC)	\$ 6,989.26	dwtpt
371934	6/26/2025	0002417188	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 221.24	medic
371763	6/26/2025	0077346	FERGUSON ENTERPRISES, INC	MAINTENANCE SUPPLIES - INCINERATOR	\$ 1,128.26	dwwtpt
371920	6/26/2025	0082177	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 2,622.27	wdist
371844	6/26/2025	2922648	FOSTER GARVEY PC	GENERAL MATTERS THROUGH 5/31/25	\$ 268.00	legal
371926	6/26/2025	31122	BLADE CHEVROLET, INC	CHEVROLET TRUCKS - ERR1019	\$ 77,977.54	pw1
371941	6/26/2025	314204	NORTHSTAR CHEMICAL INC.	PLANT CHEMICALS	\$ 1,785.41	dwwtpt
371925	6/26/2025	31845	BLADE CHEVROLET, INC	CHEVROLET TRUCKS - ERR1018	\$ 75,293.44	pw1
371943	6/26/2025	879166	KARMART	PART FOR VEHICLE #204	\$ 85.60	dshop
371766	6/26/2025	GSOC02	SEAHAWK ATHLETIC BOOSTER ASSOC	YOUTH SOCCER CAMP PAYMENT	\$ 5,830.00	pkrec
372065	6/27/2025	10988070	NAVIA BENEFIT SOLUTIONS, INC	JUNE FLEXIBLE SPENDING PARTICIPANT FEE	\$ 146.20	hr
372051	6/27/2025	1597	FIDALGO CLEANING	MUSEUM 6/13-6/27/25	\$ 200.00	museum
372052	6/27/2025	1598	FIDALGO CLEANING	HERITAGE CENTER 6/13-6/27/25	\$ 140.00	museum
371942	6/27/2025	1611	FIDALGO CLEANING	APD CLEANING & SUPPLIES 6/16-6/29/25	\$ 905.00	apd
371880	6/27/2025	2025 LTAC Q2 VIC	ANACORTES CHAMBER OF COMMERCE	2ND QTR PAYMENT FOR ANACORTES VISITOR CENTER	\$ 7,500.00	plan
371875	6/27/2025	25-18454	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT RAW	\$ 70.00	dwtpt
371936	6/27/2025	300000006951	PUGET SOUND ENERGY INC	STREET LIGHTS: 5/1-5/30/25	\$ 23,783.48	dshop
371937	6/27/2025	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS: 5/2-6/2/25	\$ 8,951.20	dshop
371939	6/27/2025	300000325005	PUGET SOUND ENERGY INC	STREET LIGHTS: 5/8-6/6/25	\$ 90.32	dshop
371938	6/27/2025	300000340004	PUGET SOUND ENERGY INC	STREET LIGHTS: 5/30-6/27/25	\$ 52.55	dshop
371946	6/27/2025	381371	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 1,123.66	pwfac
371913	6/27/2025	381522	BAY CITY SUPPLY	WTP PAPER SUPPLIES, CLEANERS	\$ 202.67	dwtpt
371762	6/27/2025	927182	CASCADE COLUMBIA DISTRIBUTION	SODIUM FLUORIDE - 50 BAGS	\$ 3,289.00	dwtpt

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
371879	6/27/2025	LTAC 2025 Q2 EA	ANACORTES CHAMBER OF COMMERCE	2ND QTR PAYMENT EXPERIENCE ANACORTES.CHAMBER OF COMMERCE	\$ 35,911.03	plan
371945	6/28/2025	360-293-4900-0912865	ZIPLY FIBER	APD BAC LINE (6/28-7/27)	\$ 106.90	apd
371916	6/28/2025	360-293-6427-0218975	ZIPLY FIBER	CITY HALL 911 6/28-7/27/25	\$ 99.28	finance
371929	6/28/2025	360-299-0973-1017915	ZIPLY FIBER	360-299-0973-101791-5 WWTP 6-28 TO 7-27-2025	\$ 551.51	dwwtp
371930	6/28/2025	360-299-3674-0214175	ZIPLY FIBER	OPS PHONE LINE: 6/28-7/27/25	\$ 90.22	dshop
371944	6/28/2025	360-299-6615-0615165	ZIPLY FIBER	APD 911 LINE 6/28-7/27/25	\$ 96.73	apd
371951	6/30/2025	0625	NELSON, BONNIE	AGING MASTERY PROGRAM ADMINISTRATION - JUNE 2025	\$ 720.00	pkrec
372025	6/30/2025	1802095	WALTON BEVERAGE COMPANY, INC	OPS: BREAKROOM SUPPLIES	\$ 194.50	dshop
371950	6/30/2025	3217	NORTHWEST CORROSION	WATER TRANSMISSION PIPELINE CATHODIC PROTECTION SYSTEM TESTING/EVALUATION	\$ 3,062.06	dwwtp
371882	6/30/2025	3FPD010625	MILLIMAN INC	FIREFIGHTERS' PENSION FUND- GASB 67 AND 68 FINANCIAL REPORTING	\$ 3,800.00	finance
372066	6/30/2025	44537	ORCA INFORMATION, INC	NEW HIRE BACKGROUND INVESTIGATIONS	\$ 1,029.00	hr
371940	6/30/2025	6116539193	VERIZON WIRELESS	SCADA COMMUNICATION FOR PUMP STATION	\$ 1,249.14	dwwtp
372024	6/30/2025	926883	CASCADE COLUMBIA DISTRIBUTION	PLANT CHEMICALS	\$ 12,807.67	dwwtp
372042	6/30/2025	FB-2937	CITY OF MOUNT VERNON	DARK FIBER, JUNE 2025	\$ 525.00	fiber
372037	6/30/2025	IN963781	NOANET	DEDICATED INTERNET ACCESS - JUNE 2025	\$ 4,310.00	fiber
372026	6/30/2025	INV-5425639	UNITED SITE SERVICES, INC	PENN AVE PORTA POTTY 6/1/25 - 6/30/25	\$ 210.25	dwwtp
371912	6/30/2025	PermitRefund	NELSON, MIKE	REFUND FOR BLD PERMIT BLD-2025-0170	\$ 18,945.50	finance
371931	6/30/2025	PSI00383522	WOOD'S LOGGING SUPPLY	PART FOR EQUIP #69006	\$ 434.39	wdist
371923	6/30/2025	RefundChristensen	CHRISTENSEN, KATIE	WA PARK CAMPING REFUND	\$ 62.00	parks1
372061	7/1/2025	03188	SKAGIT COUNTY SHERIFF'S OFFICE	JUNE JAIL TAX PAYMENT PER CONTRACT	\$ 98,780.48	finance
372064	7/1/2025	0542005-001	UNUM LIFE INS CO OF AMERICA	JULY UNUM LONG TERM CARE INSURANCE	\$ 1,517.07	hr
372028	7/1/2025	07/01/25	ISLAND HEALTH	MAY AMBULANCE SUPPLIES	\$ 1,782.44	medic

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
372031	7/1/2025	10624	PORT OF ANACORTES	MARINE 29 ELECTRICITY, ENVIRONMENTAL - JULY	\$ 16.00	medic
372053	7/1/2025	149960	VENTEK INTERNATIONAL	WA PARK PAYSTATION MONITORING	\$ 1,783.56	parks1
372035	7/1/2025	1941461	POLYDYNE, INC	PLANT CHEMICALS - INCINERATOR	\$ 9,258.88	dwwtp
372029	7/1/2025	21-043-FIN-001	ANACORTES FAMILY CENTER	JUNE AFFORDABLE HOUSING TAX PAYMENT	\$ 27,806.45	finance
372030	7/1/2025	21-247-FIN-001	ANACORTES HOUSING AUTHORITY	JUNE AFFORDABLE HOUSING TAX PAYMENT	\$ 27,806.45	finance
372067	7/1/2025	23565	JUSTICE WORKS, LLC	JUSTICE WORKS SUBSCRIPTION	\$ 150.00	pubdef
372055	7/1/2025	291530	REECE, STORMIE	DEPOT JANITORIAL SERVICE	\$ 1,760.00	parks1
371957	7/1/2025	926868	CASCADE COLUMBIA DISTRIBUTION	PLANT CHEMICALS - INCINERATOR	\$ 5,690.66	dwwtp
372049	7/1/2025	July 2025	COMMUNITY ACTION OF SKAGIT CTY	ANACORTES COMMUNITY ACTION OFFICE & CARE SPECIALIST - JULY 2025	\$ 7,041.66	plan
372040	7/1/2025	Pay App 2	SUMMITX CONTRACTORS, INC	2025 WATERLINE REPLACEMENTS	\$ 294,821.62	pw1
372057	7/1/2025	RefundBublitz	BUBLITZ, ANNIQUE	WA PARK CAMPING REFUND	\$ 94.00	parks1
372059	7/1/2025	RefundJuarez	JUAREZ, MARY	WA PARK CAMPING REFUND	\$ 76.00	parks1
372058	7/1/2025	RefundMast	MAST, DONNA	WA PARK CAMPING REFUND	\$ 127.00	parks1
372060	7/1/2025	RefundMckinley	MCKINLEY, KEVIN	WA PARK CAMPING REFUND	\$ 15.00	parks1
372062	7/1/2025	RefundSchroeder	SCHROEDER, MARSHA	WA PARK CAMPING REFUND	\$ 94.00	parks1
372072	7/2/2025	CL92482	NELSON-REISNER DISTRIBUTOR INC	VEHICLE FUEL - JUNE	\$ 28,879.67	finance
	Total				\$ 2,924,327.24	



City Council Agenda Bill

Meeting Date: July 7, 2025 **Agenda Item:** 5.d.

Agenda Item Title: Special Event: Anacortes Arts Festival

Staff Contact(s): John Coleman, Stephanie Snyder

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

Stephanie Snyder

Motion

John Coleman

Item Summary: Special Event and Street Closure: Anacortes Arts Festival is hosting its 64th year in 2025. There will be 220 artisans and a road closure lasting from 4pm July 31st to 11:59pm Aug 3rd. The operating open hours will be from Aug 1 at 10am to Aug 3 at 6pm. Higher insurance amounts are required for this event. Please see attachments for mapping, application and insurance requirements.

Budget Impact:

0

Previous Action: Approved 2024

Recommended Motion: Approve

Alternative Actions: Recommendations for modifications or disapprove

Attachments (listed in order presented):

1. Anacortes Arts Festival Application
2. Anacortes Arts Festival Map 2025
3. Special Event Insurance Requirements
4. Idemnification Arts Festival



Special Event Application Processing

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

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

Application

Application Date *

6/3/2025

Event Name*

Anacortes Arts Festival

Event Type

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

Applicant/Organization Name*

Anacortes Arts Festival

Mailing Address*

505 O AvenueAnacortes, WA 98221

Event Contact Person*

Meredith McIlmoyle

Event Contact Email*

aafdirector@anacortesartsfestival.com

Event Contact Phone*

3607084416

Event Website

anacortesartsfestival.com

Estimated Number of Participants/Attendees *

90,000

Event Description *

The Anacortes Arts Festival is a renowned annual event held in historic downtown Anacortes, drawing an estimated 80,000-100,000 visitors over the first weekend in August. Now in its 64th year, the festival transforms the city streets into a vibrant celebration of creativity, showcasing over 220 diverse booth artisans, a highly acclaimed juried fine art exhibition, and multiple stages featuring continuous live music and entertainment. With a wide array of food vendors, beer and wine gardens, and interactive working studios, the Anacortes Arts Festival serves as a significant cultural and economic driver for the community, providing a unique platform for artists and a memorable experience for attendees of all ages.

Will food vendors participate in this event? *

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

☒ Yes ☐ No

Date Event Starts *

8/1/2025

Time Event Starts *

10:00:00 AM

Date Event Ends *

8/3/2025

Time Event Ends *

6:00:00 PM

Date Street Closure Starts *

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

7/31/2025

Time Street Closure Starts *

4:00:00 PM

Date Street Closure Ends *

8/3/2025

Time Street Closure Ends *

11:59:00 PM

Event Location *

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

Commercial Avenue from 10th Street to 2nd Street and all cross streets from O Avenue to Q Avenue.

Parking Location

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

City Parking Lots for Handicapped Parking.

Event Map (optional)

Upload one or more maps of the event

[Application Map.pdf](#)

406.9KB

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

[Idemnification.pdf](#)

316.43KB

Download the Indemnification Agreement [here](#).

Signage

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

Insurance

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

Electronic Signature Agreement

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

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

☒ Yes

Signature



Admin Review

Council Meeting Date *

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

7/7/2025

Staff Review Deadline *

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

6/30/2025

Administrator comments and conditions of approval

Preparing for council approval. Higher insurance is required.

Insurance Certificate

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

Departmental Review

Building Department will provide the following services for this event:

Building Department concerns, objections, or conditions of approval *

None

Fire Department will provide the following services for this event:

Fire Department concerns, objections, or conditions of approval *

None

Legal Department concerns, objections, or conditions of approval *

Higher Insurance limits. Please see attached.

Parks Department will provide the following services for this event:

Parks Department concerns, objections, or conditions of approval *

None

Police Department will provide the following services for this event:

Regular police patrols

Police Department concerns, objections, or conditions of approval *

4th Street to remain open to cross traffic????

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

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

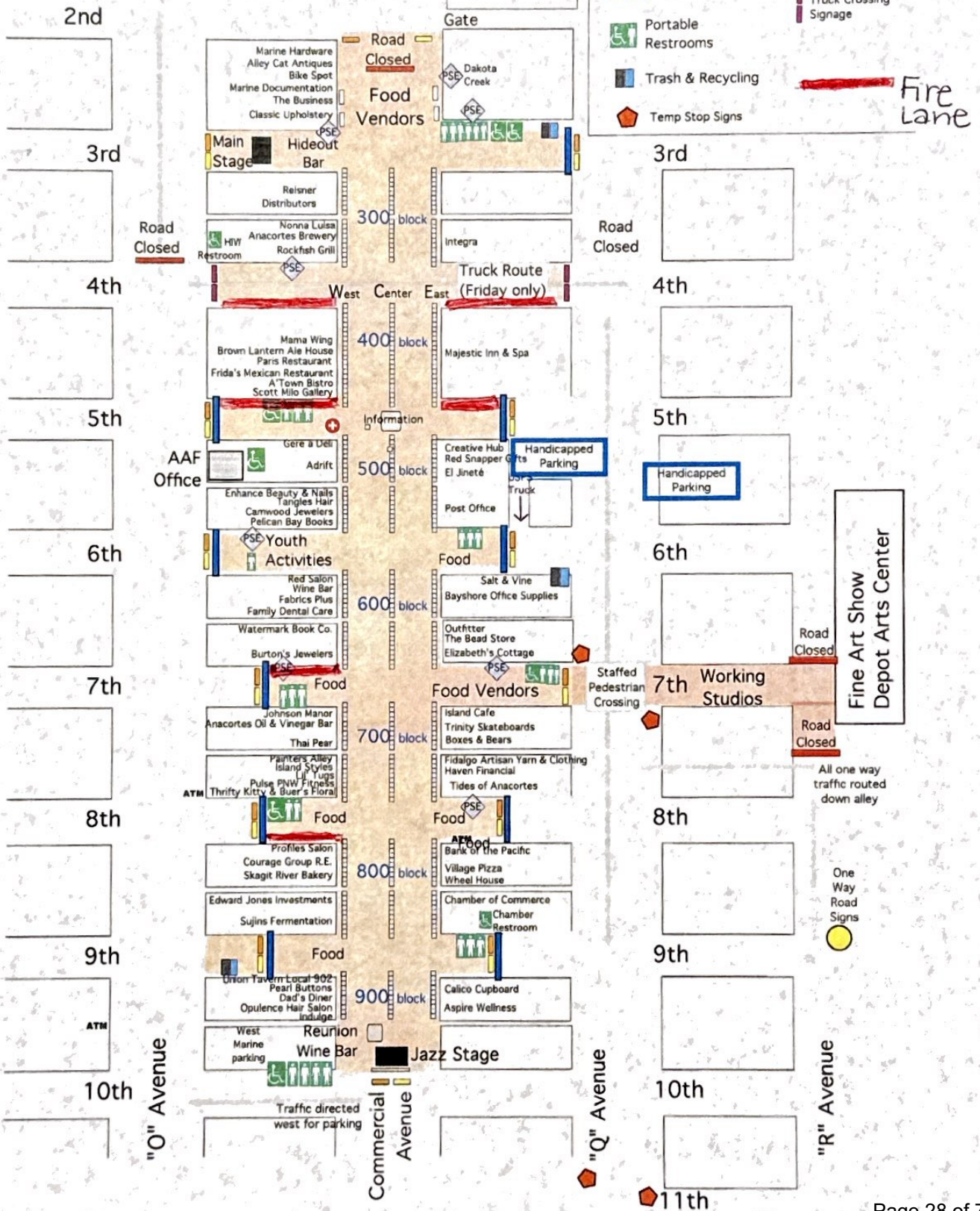
None

Departmental attachments

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

[Special Event Insurance Requirements.pdf](#)

115.34KB





INSURANCE AND INDEMNITY REQUIREMENTS FOR SPECIAL EVENTS

City of Anacortes

Indemnification / Hold Harmless

Permittee shall defend, indemnify, and hold harmless the City of Anacortes ("City"), its officers, officials, employees, and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the special event or from any activity, work or thing done, permitted, or suffered by Permittee in or about the City, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

A. Insurance Term

Permittee shall procure and maintain for the duration of the special event insurance against claims for injuries to persons or damage to property which may arise from or in connection with the special event and the activities of the Permittee and his or her guests, representatives, volunteers, and employees.

B. No Limitation

User's maintenance of insurance as required by the permit shall not be construed to limit the liability of the Permittee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Required Insurance

Permittee's required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The City shall be named as additional insured on Permittee's General Liability insurance policy. The General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate.

The insurance policy shall contain or be endorsed to contain that the Permittee's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Permittee's insurance and shall not contribute with it.

D. Public Entity Full Availability of Permittee Limits

If the Permittee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Permittee, irrespective of whether such limits maintained by the User are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Permittee.

E. Certificate of Insurance and Acceptability of Insurers

The Permittee shall provide a certificate of insurance and additional insured endorsement evidencing the required insurance at least 30 days before the special event.

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



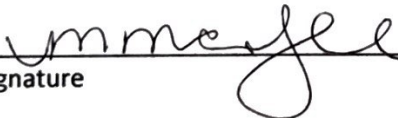
SPECIAL EVENT INDEMNIFICATION AGREEMENT

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

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

Date: 5/30/25

Meredith McImayle
Name and Title – Printed
Executive Director


Signature

Name and Title – Printed

Signature



City Council Agenda Bill

Meeting Date: July 7, 2025

Agenda Item: 7.b.

Agenda Item Title: Interlocal Agreement 25-111-PRK-001 with Anacortes School District No. 103 for Tennis Court Upgrades & Pickleball Conversion at 22nd St & K Ave

Staff Contact(s): Jonn Lunsford

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

Jenna Miller

Contract Award

Jonn Lunsford

Item Summary: Item Statement:

City staff seeks approval to execute Interlocal Cooperative Agreement 25-111-PRK-001 between the City of Anacortes and Anacortes School District No. 103. The purpose of this Interlocal is to improve the tennis court surfaces at the 22nd Street and K Avenue and add four pickleball layouts on the southernmost courts.

Background: The District and the City have a long history of working together to improve facilities for the benefit of students and the public. As the popularity of pickleball continues to grow faster than available court space, both entities recognize the need for upgrades and expanded access to the courts. To better serve student and community needs, the District and the City are proposing a collaboration to resurface the courts and add pickleball layouts.

Key Terms:

- The City shall reimburse District for satisfactorily completed project work and services, performed, upon proper receipt of invoice(s) from the District, through the duration of the Agreement. The reimbursement will be made in the form of a single, one-time payment.
- The District will make the pickleball courts available for public recreational purposes in perpetuity except when in use by the District. Priority of use shall be granted to the District, with public access permitted during all other times.

Budget Impact:

Public Entities	Anacortes School District No. 103
Agreement Amount	\$70,000
BARS #	108.410.594.76.60
Budget	\$75,000
Start Date	Execution
End Date	9/30/2026

Previous Action: This topic has been discussed at City Council meetings during department updates, and Parks and Recreation staff at the Parks and Recreation Advisory Commission presented the idea at public meetings on [11/14/2024](#) and [12/10/24](#).

Recommended Motion: I move that City Council authorize the Mayor to execute Interlocal Cooperative Agreement 25-111-PRK-001 between the City of Anacortes and Anacortes School District No. 103.

Alternative Actions: Not approve the interlocal.

Attachments (listed in order presented):

1. 25-111-PRK-001

**INTERLOCAL COOPERATIVE AGREEMENT #25-111-PRK-001
FOR TENNIS COURT UPGRADES & PICKLEBALL CONVERSION AT
22ND ST & K AVE**

This Interlocal Cooperative Agreement for Tennis Court Upgrades & Pickleball Conversion at 22nd Street & K Avenue is entered into between the Anacortes School District No. 103, hereinafter referred to as the “District”, and the City of Anacortes, hereinafter referred to as the “City” pursuant to RCW 39.34.

This Agreement is based upon the following facts and circumstances:

WHEREAS, the District and the City make their facilities available to the public for recreation purposes; and

WHEREAS, historically, both have collaborated on facility improvements for the public’s benefit; and

WHEREAS, the growth in popularity of pickleball as a recreational sport is out pacing the ability to provide new courts dedicated to its use; and

WHEREAS, the tennis courts at 22nd Street and K Avenue are used by School sports teams and classes and in off hours by the public at large; and

WHEREAS, the District and the City have a history of working together to improve these courts as they benefit students and the public at large; and

WHEREAS, the District and the City are interested in improving court surfaces at the 22nd Street and K Avenue tennis courts owned by the District to add 4 pickleball courts on the southernmost 2 tennis courts (hereinafter the “Project”) as more specifically defined in Exhibit A; and

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The District will complete the Project prior to July of 2026. The District shall be solely and separately responsible and liable for following any applicable procurement and contracting rules, and for the project work and services performed pursuant to this Agreement.
2. The City shall reimburse District for satisfactorily completed project work and services, performed, upon proper receipt of invoice(s) from the District, through the duration of the Agreement. The reimbursement will be made in the form of a single, one-time payment. The total amount to be reimbursed by the City to the District pursuant to this Agreement shall not exceed Seventy Thousand Dollars (\$70,000). Upon request by the City, District shall provide reasonable adequate supporting documentation of expenditures for any and all funds provided to District by the City pursuant to the terms of this Agreement. The City is not obligated to pay, provide, or expend any funds, and/or provide and/or perform any other services or other duties, unless otherwise specified herein.
3. The District will make the pickleball courts available for public recreational purposes in perpetuity except when in use by the District. Such purposes include, but are not limited to, use by District tennis teams, District physical education classes, District school special events, or District facility rentals. Priority of use shall be granted to the District, with public access permitted during all other times.

4. Treatment of Assets and Property: All assets acquired as a result of this funding will remain property of the District. The District will be responsible for all aspects of courts operation and ongoing maintenance. No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.
5. No Partnership or Joint Venture: No partnership and/or joint venture exist between the Parties, and no partnership and/or venture is created by and between the Parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, and/or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other Party.
6. Termination: Either Party hereto may terminate this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the Party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
7. Administration: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
 - 7.1 The District's representative shall be the Executive Director of Business and Operations.
 - 7.2 The City's representative shall be the Parks and Recreation Director.
8. Indemnification: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the City by reason of entering into this contract except as expressly provided herein.
9. No Third Party Beneficiaries: This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, property owners and/or residents in the vicinity of the work and services to be performed by the City, members of the general public, and/or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of either party.
10. Changes, Modifications, Amendments and Waivers: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
11. Severability: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
12. Use of Documents and Materials Produced: The City shall have the right to use and distribute any and all documents, writings, programs, data, public records or other materials prepared by any party (and/or any party's contractors, consultants, and/or subcontractors), in connection with performance of this Agreement. Unless privileged or otherwise exempt from public disclosure, the parties recognize and

agree that any documents and/or materials arising from and/or related to this Agreement may be subject to public disclosure pursuant to applicable law (including RCW 42.56). Copies of all writings, programs, data, public records or other materials prepared by the District and/or its consultants or subcontractors, in connection with the performance of this Agreement shall (upon request) be provided to the City.

13. Entire Agreement: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
14. Governing Law: This Agreement shall be governed by and construed under the laws of the State of Washington. Any action brought under the Agreement shall be brought in the Superior Court of the State of Washington in Skagit County Washington.
15. Compliance With Laws: The parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.
16. The term of this agreement is the date of execution through September 30, 2026.

IN WITNESS HEREOF, the City of Anacortes and the Anacortes School District No. 103 have executed this Agreement by their duly authorized officials pursuant to all requirements of law this
_____.

CITY OF ANACORTES

ANACORTES SCHOOL DISTRICT NO. 103

Matt Miller, Mayor

Carl Bruner, Superintendent

EXHIBIT A SCOPE OF WORK

Tennis Courts – Repairs and Resurface with 4 Pickleball Layouts

Scope of Work

Repairs

1. Pressure Wash Courts
2. Repair old RiteWay Taped Patches (Approx 750 lf) with Court Patch Binder and Sand/Cement mixture
3. Patch other new larger cracks and other small defects with Court Patch Binder and Sand/Cement mixture
4. Sand smooth Repairs

Resurfacing

1. 1 Coat – Acrylic Resurfacer
2. 2 Acrylic Color Coats (2 Standard Colors)
3. Tennis Court and Pickleball Line Painting

Proposal Amount - \$45,480.00 Plus Sales Tax

Proposal Option – Use Rite Way Crack Repairs for New Larger Cracks – Approx 175 lf

<http://ritewaytennis.com/>

Scope of Work

1. Clean cracks and fill with Crack Repair mixture (Court Patch Binder and Sand/Cement)
2. Sand filled cracks smooth
3. Apply RiteWay Crack repair System
4. Apply 2 Coats of Acrylic Resurfacer over Repairs prior to Coat of Acrylic Resurfacer for Resurfacing

Proposal Option Amount - \$4,910.00 Plus Sales Tax

Work Exclusions:

Water Hookup

Notes:

Selection of Colors from Color Charts or Online do not guarantee actual Colors will be a match. Repairs and Surfacing only to be done on horizontal surfaces and up to the edge of fence lines or other borders. Trimming back of vegetation around Court by others. Contractor does not guarantee work that a) is performed to repair existing raised or settled areas or joints or cracked or damaged surfaces (including growths under or up thru the asphalt that appear up thru the surfacing) that are repaired or b) failures due to new raised or settled areas or cracked or damaged surfaces (including growths under the asphalt or up thru the asphalt that appear up thru the surfacing) that appear after the work is completed. No surface condition repairs including surface texture, slope corrections or bird bath corrections unless noted otherwise are included. Repair work and Surfacing work (including touch-up painting after Surfacing) is hand tooled and squeegee marks or other tools marks or brush marks or patched areas or color variations or texture and speed of play variations may appear thru the Surfacing applications. Contractor does not guarantee against surfacing adhesion issues or subsurface items such as iron ore or clay balls that may appear thru the surfacing applications. Contractor does not guarantee against paint discoloration caused by weather after applications. Contractor does not guarantee against markings on surfacing materials due to abrasion of external materials. Contractor does not guarantee smoothness or accurate bounce of Basketballs, Tennis Balls, Pickleballs or other Sports uses. Removal of Chalk Dust for Line Painting

not included. Washout of materials allowed onsite. No Landscape restoration included. Equipment access next to Court required. Protection of Surface areas including no Sprinklers during Construction by others.

Recommended working conditions (except for pressure washing and scarifying) – No surface moisture or threat of moisture before, during and after (24 hours) for the days of work. Low temps – above 50 degrees. Purchaser accepts responsibility for directing execution of work regarding weather conditions.

INTERLOCAL COOPERATIVE AGREEMENT 25-111-PRK-001





The Agreement:

The Courts will be installed prior to July 2026.

The City will pay up to \$70,000 for the surfacing and restriping.

The 2 tennis courts will remain with 4 pickleball courts overlaid on top of them.

Play will be allowed for the public when the school is not using them for their practices, classes, competition or events.

Questions?



City Council Agenda Bill

Meeting Date: July 7, 2025 **Agenda Item:** 6.b.

Agenda Item Title: Contract Award: Downtown Streetscapes Plan #25-075-IDS-001

Staff Contact(s): Andrew Rheume

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$124,884.00 to First Forty Feet LLC to assist the City with developing a Downtown Streetscapes Plan. The objective of the Downtown Plan is to provide a comprehensive vision and design options that align with the goals set forth in the 2016 Comprehensive Plan, including improved pedestrian and bicycle safety, enhanced streetscape elements, economic development, historic preservation, event promotion, and the creation of public gathering spaces.

Background:

1. **History:** The Downtown Anacortes Alliance requested through the 2025 budget process to include a project to evaluate the streetscape along Commercial Avenue from 11th to 2nd. The project is to develop a plan that identifies projects and standards for plazas, landscaping, street furniture, and intersection improvements. The 2025 budget for the project is \$80,000, which is less than the contract amount. If approved to proceed the remaining budget for the contract will need to be in the 2026 Capital Facilities Plan.
2. **Key Terms:**
 - Contract is on a time and materials basis not-to-exceed \$124,884.00.
 - The contract term is through 7/14/2026.
3. **Competitive Bidding:** On March 5, 2025 the City issued a [Request for Proposals](#) for the subject project and 7 responses were received by the deadline of April 2, 2025. A committee reviewed and scored the submittals and selected First Forty Feet LLC to award a contract to.

Budget Impact:

Consultant	First Forty Feet LLC
Contract Amount	\$124,884.00
Earmarked Funds	\$80,000 in 2025 \$44,884 in 2026
BARS #	105.720.595.30.63
Budget Amendment Required?	No
Start Date	Inception
End Date	7/14/2026

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 25-075-IDS-001 with First Forty Feet LLC in the amount of \$124,884.00 to perform the Downtown Streetscapes Plan.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 25-075-IDS-001



AGREEMENT #25-075-IDS-001

Between THE CITY OF ANACORTES AND FIRST FORTY FEET LLC

DOWNTOWN STREETSCAPES PLAN

This Agreement, hereinafter referred to as "Agreement", is made and entered into between the City of Anacortes, hereinafter referred to as the "City", and First Forty Feet LLC, hereinafter referred to as the "Consultant".

WHEREAS, the City requires the professional services of the Consultant;

NOW, THEREFORE, in consideration of mutual benefits accruing, it is agreed by and between the parties hereto as follows:

1. **Scope of Work.** Under this Agreement, the Consultant shall assist the City with developing a Downtown Streetscapes Plan as detailed in Exhibit A, which is attached hereto and incorporated by reference. All work shall be performed under the direction of Andy Rheume, or designee, hereinafter referred to as Project Manager.

2. **Price and Payment Terms.** The services provided under this Agreement shall be on a time and materials basis not-to-exceed **One Hundred Twenty-Four Thousand Eight Hundred Eighty-Four Dollars (\$124,884.00)**. Payments shall be made in accordance with the Consultant's Fee Schedule, which is incorporated by reference and attached hereto as Exhibit B.

3. **Period of Performance.** The period of performance under this Agreement is from inception through July 14, 2026.

4. **Subcontracts.** The Consultant shall not subcontract the Scope of Work ("Work") unless detailed in this Agreement or the Project Manager approves in writing. If the Project Manager requests, the Consultant shall provide proof that the subcontractor has the experience, ability, and equipment the Work requires. "subcontractor" means an individual, partnership, firm, corporation, or joint venture who is sublet part of the Contract by the Consultant. Each request to subcontract shall include the following information (i) a description of the supplies or services to be subcontracted, (ii) identification of the type of subcontract to be used (iii) identification of the proposed subcontractor, (iv) proposed subcontract price, (v) identification of the percentage of work to be performed by subcontract. Approval of subcontract shall not:

- a. Relieve the Consultant of any responsibility to carry out the Contract,
- b. Relieve the Consultant of any obligations or liability under the Contract,
- c. Create any contract between the City and the subcontractor, or
- d. Convey to the subcontractor any rights against the City.

Consultant remains fully responsible for obligations, services, and functions performed by its subcontractor to the same extent as if such obligations, services, and functions were performed by Consultant's employees, and for purposes of the Agreement such work will be deemed work performed by Consultant. The Consultant shall give immediate written notice, reference Clause Notices, of any action or suit filed and prompt notice of any claim made against the Consultant by any subcontractor or vendor that, in the opinion of the Consultant, may result in litigation related in any way to this Agreement, with respect to which the Consultant may be entitled to reimbursement from the City.

If dissatisfied with any part of the subcontracted Work, the Project Manager may request in writing that the subcontractor be removed. The Consultant shall comply with this request at once and shall not employ the subcontractor for any further Work under the Contract.

5. **Taxes.** The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Consultant must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Consultant's gross or net income, or personal property to which the City does not hold title. The City is exempt from Federal Excise Tax. Where applicable the City shall furnish a Federal Excise Tax Exemption certificate.

6. **Invoicing.** All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, **Agreement Number**, Agreement Price, amount requested per invoice and cumulative invoiced amount. Invoices shall include actual hours worked by

Period, by Labor Category. The Consultant must invoice MONTHLY for quantities delivered during the invoice period, and no more frequently than monthly, and allow 30 calendar days from receipt of the invoice for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@anacorteswa.gov. The City shall notify the Consultant within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Consultant shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

7. **Withholding Payment.** In the event the City determines that the Consultant has failed to perform any obligation under this Contract within the times set forth in this Contract, then the City may withhold from amounts otherwise due and payable to Consultant the amount determined by the City as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Consultant to terminate or damages, provided that the City promptly gives notice in writing to the Consultant of the nature of the default or failure to perform, and in no case more than 8 days after it determines to withhold amounts otherwise due. A determination of the City Attorney set forth in such notice to the Consultant of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Consultant acts within the times and in strict accord with the provisions of the Disputes clause of this Contract. The City may act in accordance with any determination of the City Attorney which has become conclusive under this clause, without prejudice to any other remedy under the Contract, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Consultant, (3) to set off any amount so paid or incurred from amounts due to become due the Consultant. In the event the Consultant obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Consultant by reason of good faith withholding by the City under this clause.

8. **Final Payment: Waiver of Claim.** The Consultant's acceptance of final payment shall constitute a waiver of claims, except those previously and properly made and identified by the Consultant as unsettled at the time request for final payment is made.

9. **Ownership and Use of Documents.** All finished and unfinished documents and material prepared by the Consultant with funds paid by the City pursuant to the terms of this Agreement shall become the property of the City and shall be forwarded to the City upon its request. Documents and materials shall include but not be limited to plans, specifications, reports, electronic and non-electronic data, and other design documents prepared by the Consultant. Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure.

10. **Assistance Regarding Patent and Copyright Infringement.** In the event of any claim or suit against City on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any material furnished or work or services performed hereunder, Consultant shall defend City against any such suit or claim and hold City harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.

11. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

12. **General and Professional Liability Insurance.**

A. Insurance Term: The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation: Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance: Consultant shall obtain insurance of the types and coverages described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrences form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. **The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy** with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance: Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

E. Other Insurance Provision: The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

G. Verification of Coverage: The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Consultant **within 10 days of contract execution and before scheduling of the work**. Upon request by the City, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractor coverage. Failure of the City to demand such verification of coverage with these insurance requirements or failure of the City to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Consultant's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the City to be equivalent.
2. Copies of all endorsements naming the City as additional insured, showing the policy number. The Consultant may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. **A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.**

H. Notice of Cancellation: The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance: Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

J. City Full Availability of Consultant Limits: If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

13. **Registered or Licensed.** The City is prohibited from executing an Agreement with a Consultant who is not registered or licensed as required by the applicable laws of the state for their profession. In addition, Anacortes Municipal Code requires that every business located within the city limits of Anacortes register the business with the state and include a City of Anacortes Endorsement. Businesses from outside city limits with a gross annual income of \$2,000 within Anacortes are also required to obtain a city endorsement. Business licenses and city endorsements can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

14. **Inspection.** The Project Manager shall have power to reject instruments of services which fail to comply with the requirements of this Agreement, but in case of dispute the Consultant may appeal to the City Attorney, whose decision shall be final. The Consultant shall comply with any and all orders and instructions given by the representative of the particular Department administering the Agreement in accordance with the terms of the Agreement. Nothing herein contained shall be taken to relieve the Consultant of their obligations or responsibilities under the Agreement. However, the Consultant shall be responsible for their own methods and conduct during the period of performance.

15. **Standard of Care.** The Consultant represents that they have the necessary knowledge, skill, and experience to perform the services required by this Agreement. Consultant, and any persons employed by Consultant, shall use their professional skill and efforts to perform the Work in a professional manner consistent with sound practices, in accordance with the usually and customary professional care required for services of the type described in the Scope of Work herein provided at the same time and in the same locale. The City's remedy for a failure to meet the above Standard of Care shall be the re-performance of the service or an equitable adjustment in the monies paid for the services, at the City's discretion.

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

17. **Consultant is an Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee or representative of the Consultant shall be deemed to be an agent, employee or representative of the City for any purpose. Consultant shall be solely responsible for all acts of its agents, employees, representatives and subcontractor during the performance of this Agreement.

18. **Acceptance.** Consultant acknowledges and agrees that these contract terms are incorporated in, and are a part of, each purchase order or other agreement relating to the provision of goods and/or related services by Consultant. These contract terms supersede all conflicting or additional terms pre-printed on any purchase order, quote, invoice, Consultant's website, or otherwise set forth on any release, acknowledgement, confirmation, requisition, work order, shipping instruction, specification and similar document or communication.

19. **No Third Party Beneficiary Rights.** This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Agreement.

20. **Right to Terminate Agreement.**

A. Termination for Default: If the Consultant defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Consultant in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

B. Termination for Public Convenience: The City may terminate the Agreement in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Agreement is terminated in accordance with this paragraph, the Consultant shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work through the date of termination. If the City exercises its option under this Paragraph, the City shall not be responsible for payment for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

21. **Changes/Additional Work.** The City may engage Consultant to perform services in addition to those listed in this Agreement, and Consultant will be entitled to additional compensation for authorized additional services or materials. The City shall not be liable for additional compensation until and unless any and all additional work and compensation is approved in advance in writing and signed by both parties to this Agreement. If conditions are encountered which are not anticipated in the Scope of Work, the City understands that a revision to the Scope of Work and fees may be required. Provided, however, that nothing in this paragraph shall be interpreted to obligate the Consultant to render or the City to pay for services rendered in excess of the Scope of Work unless or until a modification to this Agreement is approved in writing by both parties.

22. **Non-waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

23. **Non-assignable.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

24. **Covenant Against Contingent Fees.** The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

25. **Disputes**

A. General: Differences between the Consultant and the City, arising under and by virtue of this Agreement shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The provisions of this Clause shall survive the expiration or termination of this Agreement.

B. Notice of Potential Claims: The Consultant shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Agent or the City, or (2) the happening of any event or occurrence, unless the Consultant has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Consultant believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Consultant shall keep full and complete daily records of the Work performed, labor and all costs and additional time claimed to be additional.

C. Detailed Claim: The Consultant shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the City, the Consultant has given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

D. Dispute Resolution: In the event of a dispute between the City and the Consultant arising of this Agreement, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Consultant to have oversight over the administration of this Agreement. Said representatives shall meet within thirty (30) calendar days of receipt of detailed claim, and the parties shall make a good faith effort to achieve a resolution of the dispute. In the event the parties are unable to resolve the dispute under the procedure set forth above, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties. If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies.

26. **Force Majeure.** Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; pandemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice of the impediment and its effect on the ability to perform, with such notice to be provided no more than two (2) working days after the force majeure event or reasonable discovery of the event's impact on performance. Failure to provide such notice shall preclude recovery under this provision. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Consultant shall have no recourse against the City.

27. **Compliance with Laws.** The Consultant in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, executive proclamations, all applicable Washington Dept. of Labor & Industries (L&I) and Occupational Safety & Health Administration (OSHA) safety standards, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services. The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes, which may be due on account of this Agreement.

28. **Severability.** If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

29. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Washington. Any action brought under the Agreement or relating to the Project shall be brought in the Superior Court of the State of Washington in Skagit County Washington.

30. **Survival of Agreement Termination.** The articles relating to Indemnification / Hold Harmless, Taxes, Ownership and Use of Documents, Assistance Regarding Patent and Copyright Infringement, The City's Right to Terminate Agreement, Governing Law, and Disputes, shall survive completion of the services, payment in full of the compensation and termination of this Agreement.

31. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent by email and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an automated email confirmation of delivery or read receipt shall not constitute such confirmation. Notices shall be sent to the following addresses:

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

CONSULTANT:
First Forty Feet LLC
Will Grimm
412 NW Couch St, Ste 405
Portland, OR 97209
will@firstfortyfeet.com

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

CITY OF ANACORTES

By _____
Matt Miller, Mayor

Date _____

FIRST FORTY FEET LLC

By _____

Title _____

Date _____

AGREEMENT 25-075-IDS-001

EXHIBIT A

General Project Description

The objective of the Downtown Plan is to provide a comprehensive vision and design options that align with the goals set forth in the 2016 Comprehensive Plan, including improved pedestrian and bicycle safety, enhanced streetscape elements, economic development, historic preservation, event promotion, and the creation of public gathering spaces.

Project Goals and Scope of Work

The following scope of work outlines the work plan for preparing a concept downtown master plan (Commercial Avenue Enhancement Plan) which establishes a vision for Downtown Anacortes and includes a detailed strategic implementation program with prioritized actions. The plan should include both short-term priorities (less than 5 years) and long-term priorities (5 years and more). It is important to the community that the selected consultant assist in identifying any unique characteristics of the community that can be incorporated into design standards helping to create a distinctly “Anacortes” downtown identity.

PROJECT ASSUMPTIONS

- The following apply to FFF Team deliverables unless otherwise specified in this work scope or by the CITY Project Manager:
- Previewing communications materials
 - The Consultant shall provide an agenda and draft materials to the Project Management Team (PMT) at least two (2) working days prior to the meeting.
 - CITY will perform one (1) round of review on draft materials.
 - CITY will provide comments to Consultant Leadership Team within five (5) working days after a meeting to review draft work scope materials.
 - Consultant Leadership Team shall review with CITY all revisions and corrections to materials based on comments received prior to public release.
 - Consultant Leadership Team shall provide materials intended for public release to PMT at least every five (5) working days prior to the scheduled release.

- Text memorandums and reports
 - Memorandums are to be formatted for 8½-inch by 11-inch, or 11-inch by 17-inch paper in their native format and in an open, universally readable format suitable for review and editing by the CITY.
 - All final memorandums, including graphics, tables, etc. are to be provided to CITY only digitally in an open, universally readable format suitable for uploading to the CITY website. CITY shall be responsible for printing all materials.
- Existing Data, Drawings and Plans: The CITY will provide readily available copies of the following:
 - Utility franchise agreements
 - All readily available as-builts (public and private) within the study area as appropriate for the work outlined in this scope of work.
 - All relevant planning documents (Water System Plan, Sanitary Sewer Plan, Transportation Plan, Capital Improvements Plan(s), etc.) that are relevant to the work.

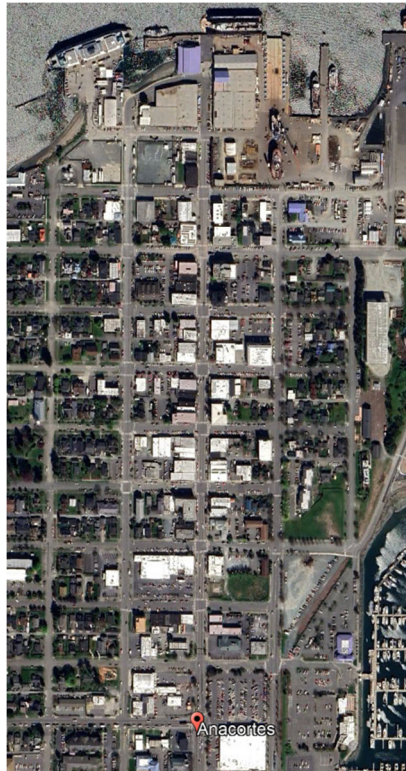


Exhibit 1- Study Area – Commercial Street from 12th to 3rd . Note: portions of the study area will include selected businesses south of 12th along Commercial Ave.

WORK PLAN APPROACH

The following is our team's proposed detailed work plan identifying the major tasks to be accomplished relative to the requested study tasks and expected products and deliverables outlined in this RFP.

TASK A – PROJECT MANAGEMENT

The consultant team will provide overall project management under the administration of the City of Anacortes. A consultant team project manager will be responsible for the work scope and schedule and final authority for contracting and invoicing, as well as directing tasks and managing deliverables.

The core of the project management structure should include a Project Management Team (PMT) comprising the CITY, representatives of supporting agencies identified by the CITY, and the Consultant Leadership Team project manager. All decisions and final checks on schedule, tasks and deliverables go through the CITY project manager before advancing review materials or engagement through any committee, group, community stakeholder or decision-making body. The consultant team project manager will collaborate with team members, keeping clear lines of responsibility for each specific task as it relates to the overall project. The consultant team will maintain a portal for accessing iterative and final work products, meeting summaries, progress reports and invoices. The consultant team will commit resources and team members to complete the project between a 6-7 month period.

The Consultant will:

- Coordinate activities between the CITY, committees, stakeholders, and consultant team.
- Facilitate steering, technical, and small group meetings at all project milestones.
- Support the CITY with elected and community leaders' meetings and updates.
- Conduct bi-weekly progress check-in meetings with CITY via teleconference. Meetings will include an Action Items Matrix update, project schedule/ and critical path updates, including progress reports of work completed and outstanding items.
- Prepare project 'design progress' reporting to the CITY PM that includes an overview of consultant design work and compilation of deliverables.

Task A1.0 - Project Kick-off Meeting -The FFF team and CITY shall schedule and facilitate a half-day session including site tour and meeting(s) in Anacortes. At the kick-off meeting the FFF Consultant Leadership Team, CITY staff, and others identified by CITY will meet to:

- Tour the project area with the CITY. This tour will ground the consultant team in the physical conditions, past work, and CITY identified opportunities and challenges about the area, including considerations for the project boundaries, and planned development or public improvements projects.
- Determine method(s) for CITY delivery of background data and format of files (plans, drawings, GIS/Cad files) for creating a project area base map.
- Review a draft project work plan schedule and key milestones for engagement.
- Confirm CITY staff and leadership members assigned to the Project and the overall Project decision-making process, including deliverables and documentation review in advance of meetings and community engagement milestones.
- Discuss the expectations for approach, roles, and communications protocols as well as expectations for engagement including stakeholder identification, engagement meetings format (in-person vs virtual), and meetings dates and facilities available for hosting engagement sessions.
- Discuss the formation a project advisory committee, its role, and anticipated number of meetings throughout the project.

TASK A Products & Deliverables:

- Kick-off Meeting
- Weekly PMT meetings on an ongoing basis--Agendas and Action Log Updates for all PMT Meetings.
- Monthly Invoices & Budget Tracking Reports

ANTICIPATED PROJECT MANAGEMENT MEETINGS

Kick-Off Meeting Session	01
Bi-Weekly PMT	16
Chamber of Commerce	03
City Council Early Work Session	01
City Council Updates	02

Total: up to 23

TASK B. PUBLIC & STAKEHOLDER PARTICIPATION

Our team will be responsible for developing a comprehensive public & stakeholder participation strategy that is best suited to meet project objectives. A minimum of two public meetings is expected. Other public engagement opportunities such as surveys, mentimeter platform, sidewalk outreach, event tabling, and other creative outreach will be explored and utilized as per the Engagement Plan.

PUBLIC OUTREACH AND ENGAGEMENT PLAN

The plan will define inclusive engagement and facilitation strategies, identify community partners and project stakeholders, and outline methods of outreach, engagement, and summary reporting processes. This includes flexible meeting schedules and facilities or online applications necessary and available to support a range of in-person and virtual engagement.

The Engagement Plan will identify methods of outreach and stakeholder participation to ensure alignment with the CITY's desire to gather input from the community, Commercial Avenue businesses, and property owners. The consultant will collaborate closely with the CITY, the Downtown Anacortes Alliance, and actively engage CITY Council and others to be identified in the Outreach and Engagement Plan.

ENGAGEMENT ASSUMPTIONS

Throughout the planning process, the Consultant will be expected to maintain open lines of communication with the stakeholder groups as well as with each of the committees working on the project.

- The Consultant will work with the CITY's Project Manager to develop and maintain an interested parties list at all public events to allow people to sign up for updates and other relevant information.
- The CITY will manage delivery of project updates and information, scheduling of meetings and engagement sessions through the targeted use of established CITY communications channels, such as a Project email list, the CITY website and social media, newsletters, and other CITY communications platforms deemed appropriate.
- FFF will prepare necessary planning, design, logistics, content and materials to support the CITY in communications and outreach efforts including draft press releases, social media posts, website updates or similar products at key points in the process to broadly communicate the work efforts to date and to highlight upcoming events for people on the interested party list.
- CITY will manage the Project website and email distribution list and lead engagement outreach efforts.

- CITY will schedule and coordinate project milestone updates or deliverables review meetings with CITY Council and appropriate boards and commissions at their discretion.
- FFF will develop appropriate materials for engagement meetings with each audience and be available to lead or support CITY staff as needed.
- FFF will design and coordinate with the CITY the integration of online surveys as part of virtual engagement sessions and will provide survey data for use in engagement reporting. FFF uses a variety of engagement tools, including SurveyMonkey and Mentimeter, and will coordinate how these applications are used and accessed during engagement activities.
- Online surveys will be administered by FFF in coordination with the CITY through agreed-upon engagement applications and linked on the City's website. Survey links will be distributed by the CITY via email, newsletter or other CITY sources and shared through the CITY's social media channels.

ENGAGEMENT MILESTONES

FIRST FORTY FEET shall recommend the design and facilitation of engagement session at defined major project milestones and identify options with the CITY for the design of "interim" engagement sessions. These shall address the CITY's desire for a focused effort, such as a charette or multiple work sessions between CITY departments, focus groups or stakeholder and elected officials to build consensus on specific topics, scenarios, or implementation measures.

At a minimum, our team will lead the design and facilitation at major milestones and an interim session as indicated:

- **Engagement Session #1 Visioning and Guiding Principles. Develop a session(s) providing information on the overall project purpose, project schedule, and existing conditions. Best practices for revitalizing downtown are presented, survey questions and polling gather feedback to develop a vision and guiding principles for Downtown strategic planning.**
- **Engagement Session #2 Streetscape Improvements . Develop session(s) providing information on the overall project purpose, project schedule, and a summary of Session #1. Survey questions and polling gather feedback on vision and guiding principles. Streetscape design concepts are presented to gather feedback. The meeting results will be used to identify further refinements for a preferred concept(s).**
- **Interim Engagement Sessions. Develop and facilitate up to five engagements sessions with local businesses, local agencies, including attending a specific event(s). Engaging the Chamber and businesses needs along the full commercial corridor.**

Engagement Milestones would consist of:

- **Meeting Design & Facilitation.** The FFF Team will design and facilitate in-person open house meetings as identified with the CITY in the Outreach and Engagement Plan. Coordinate meetings materials, presentations, rehearsals, and technology support for each meeting. Coordinate pre-meeting technology and presenter's check-in one hour before each meeting.
- **Meeting Summaries.** Provide meeting summaries in a consistent meeting summary format for all meetings. Meeting summaries will include attendance sheets/lists, speaker summaries, actions, next steps and questions.
- **Meeting Debriefs & Lessons Learned.** Coordinate and facilitate a meeting debrief with project team (one hour maximum) for each meeting. Take notes during each debrief and include a debrief summary in the meeting summary.
- **Update Engagement Plan & Database.** Update engagement plan based on lessons learned from each meeting. Update engagement database after each meeting.

Task B.1 - Public Engagement Plan.

FFF will prepare a Public Engagement Plan in coordination with the CITY. This plan will guide how the project is communicated, and how public input is gathered, used, and shared. The purpose of the strategy is to:

- Outline the goals for public engagement.
- Specify which project design, programming, and downtown elements will be shaped by stakeholder input; and
- Detail the methods, techniques, timelines, and responsibilities for engagement.

The engagement plan will include:

- Section I: Purpose
- Section II: Engagement Goals and Objectives
- Section III: Outreach Strategy and Measures
- Section IV: Outreach Content and Materials Support
- Section V: Stakeholder Identification
- Section VI: Project Milestones and Engagement Topics
- Section VII. Engagement Methods and Facilities
- Section VIII. Decision-Making Process

Task B.2 - Public Engagement Process - FFF will execute the Public Engagement Plan through a design and facilitation process in collaboration with the CITY. The public engagement process will include

- **Outreach Content and Messaging-** Outreach messaging and project status content and materials will be developed in coordination with the CITY to support communications and outreach through the CITY established communication

channels and as described in the engagement plan. Messaging will communicate the project overview, (Why a Plan Update?, What is the Downtown Plan? and How will the Plan be Implemented?) and use supporting graphics and exhibits depicting the project area, process and timeline for use on the Project website, established communications channels, and engagement materials. Outreach content and messaging will be an iterative process and expanded upon to support the project in alignment with the project and engagement milestones.

- **Engagement Materials-**FFF will prepare community meeting notices, as well as any meeting materials (such as informational or educational materials, staff reports, and presentations, etc.), renderings, and photographic simulations that will assist in the engagement process. FFF will work with CITY staff to develop materials for the CITY's website such as background and meeting information, presentations, boards and exhibits, and maps related to the project.
- **Engagement Database-** FFF, in coordination with the CITY, will identify a range of stakeholders who are directly impacted by, involved in, or have an interest in the planning process for the District. FFF anticipates that the range of stakeholders—defined in coordination with the CITY—will include:
 - Project Oversight Entities (PAC, Planning Commission, City Council)
 - Public and Private Agencies
 - Affected Parties (Project area residents, businesses, Downtown Anacortes Alliance, and property owners)
 - Underrepresented Communities
 - Downtown Businesses
 - Neighborhoods
 - Community At-large

FFF will develop a working stakeholder matrix outlining key details for engagement used throughout all project milestones, that defines:

- List of stakeholders
- Primary topics for engagement
- Level and purpose of engagement
- Date, time, and duration of meetings
- Meeting locations
- Materials to be used
- Type of engagement
- Responsible parties for outreach

FFF will Identify an approach for contacting business and property owners within the project area boundaries.

- **Engagement Surveys-** FFF will prepare surveys for community event sessions and for interviews with stakeholder groups, as appropriate. Surveys will be developed

for **Engagement Milestone Sessions #1–3** and will be made available in both **paper format** and **online** for use in virtual engagement.

- **Stakeholder Interviews** – FFF will prepare agendas, design and facilitate interviews with key stakeholders identified in **Task - Stakeholder Matrix**. The CITY will establish initial contacts and FFF will gather a range of perspectives that may influence the progress of the project. FFF anticipates stakeholder interviews being facilitated with the following:
- **Engagement Summary**. FFF, will provide an overall summary of engagement across the project milestones and how engagement influenced the Plan.

TASK B Products & Deliverables:

- **Draft and Final Public Engagement Plan.**
- **Outreach Content and Messaging**
- **Engagement Materials**
- **Engagement Data Base**
- **Engagement Surveys**
- **Stakeholder Interviews & Summaries**
- **Stakeholder Interviews & Summaries/Focus Group**
- **Survey Research**
- **Community Event Design**
- **Community Event Facilitation & Summary**
- **Conflict Assessment**
- **Overall Engagement Summary (draft and Final)**

TASK C. EXISTING CONDITIONS ASSESSMENT

Task C.1 - Literature Review

The consultant will complete an assessment of existing conditions within the project area. This will include on-site assessment to identify activity nodes, destinations, opportunities for safety enhancement, accessibility, inclusive, pedestrian comfort, opportunities for aesthetic improvement and current weaknesses and obstacles to meeting the goals identified in the Comprehensive Plan.

FIRST FORTY FEET will become familiar with and document:

- **(2016) 2025 Comprehensive Plan update, including goals and policies across various elements.**
- **Policies, plans, land use patterns, and regulatory documents impacting the planning area.**
- **Key infrastructure systems and updates required to support design under the current Comprehensive Plan.**
- **CITY and State funding programs for assisting business development, storefront improvements, business or local improvement districts, URA, TIF, or other sources.**
- **Analyses, assessments, and evaluations will be developed as a series of independent memorandums and summarized in a brief opportunities and constraints memo.**

Task C.2 - Base Map

The Consultant will utilize data readily available from the CITY along with our drone footage to produce a project area base map. A core area defined along Commercial Ave from 12th Ave north to the waterfront and an 'area of influence'. For the design of key development areas or streetscape improvements, the Consultant can utilize high-resolution aerial photos, drone photography, and CAD line drawings, where available for locating roadway and sidewalk geometries, utility and signal poles, landscaping, building footprints, and driveway locations necessary for developing design concepts.

Task C.3 - Commercial Avenue Streetscape Evaluation

FIRST FORTY FEET will collaborate to conduct a visual survey of Commercial Street streetscapes and pedestrian environments. The scope of this survey will include cataloging building forms, as well as evaluating streetscape lighting, walkability, parking, active ground floor.

- **Storefronts.** Document and rank the performance of business storefronts at the street level, collectively documenting the character and experience. The

assessment will focus on key elements essential to effective storefronts: Building form and color, Awnings, Entries and Window Transparency, Retail Displays, Signage, and Lighting. A comprehensive evaluation, categorized as good, fair, or poor, shall be mapped. The storefront evaluation will pinpoint areas with blank spots or gaps and identify buildings that either enhance or detract from the storefront environment. The deliverables may encompass documentation rankings based on their street level of engagement or “curb appeal,” and the formulation of a comprehensive set of collective improvements and characteristics that the CITY and businesses can endorse and incentivize.

- **Building Form.** The Consultant will compile a visual inventory and catalogue detailing the architectural elements, historic buildings, and specific details found along key defining streets. This inventory will play a crucial role in informing precise architectural design objectives for maintaining and revitalizing historic buildings, guiding new infill developments, guiding decisions related to building massing, scale, materials, and color. These design objectives will serve as practical tools for shaping conceptual infill development concepts and illustrating the necessary requirements to achieve design goals within or in proximity to downtown.
- **Streetscape.** The Consultant will document existing streetscape elements along key downtown commercial streets. This documentation will encompass lighting, street banners, landscaping, signage, and other street furnishings. The focus will be on identifying inconsistencies in furnishings or features, interruptions to pedestrian access and use of sidewalks, universal accessibility and impacts on the visibility of storefronts. Summarizing these observations will provide a foundation for identifying improvements aimed at creating a distinctive and high-quality streetscape environment.
- **Public Use and Gathering Spaces.** Our team will conduct a comprehensive assessment of existing community gathering spaces and public use areas within the study area to identify opportunities for enhancing and expanding public life. This scope of work includes mapping and evaluating current public spaces—such as parks, plazas, street corridors, and informal gathering areas—based on accessibility, visibility, activity levels, programming potential, and community relevance.

Task C.4 - Existing and Future Transportation Conditions

Our team will build off existing transportation conditions documentation and summarize existing findings related to:

- Current traffic conditions, including a review of all available existing traffic volumes (daily on road segments, and turning movements during peak hours around the project area) from publicly available sources, analysis of potential congestion, and understanding of travel patterns and truck routing that impact the downtown area.
- Multimodal connections and services, including an assessment of local and regional transit services, bicycle and pedestrian networks, shared mobility and micromobility offerings.
- Traffic Generators and Destinations uses and activity centers that generate traffic whether by car, on foot, bicycle and emerging micromobility such as e-bike, and scooters. The presence of schools, community centers, restaurants and convenience retail attract non-auto trips and the identification of these routes that serve these destinations or activity centers should be considered as candidates for investing in multi-modal improvements as they will have the greatest community benefits in encouraging non-vehicular travel.
- Existing Parking. The Consultant will review and assess existing parking requirements, identify existing parking locations and type (on- and off-street and public versus private) and opportunities for addressing parking needs, reductions, shared facilities, and other measures appropriate to serve downtown businesses and for replacement parking associated with new streetscapes and infill and redevelopment.

Task C.5 - Existing Infrastructure Review and Assessment

Our team will prepare a brief summary memo of the existing infrastructure serving the project area including a base map and a description of the existing capacities and condition of the utilities, specifically the stormwater and sewer serving the Plan Area will be developed. Information will be requested from local sources as needed. Findings for the infrastructure review and assessment will identify:

- **Literature Review**
- **A compilation of the CITY's existing public infrastructure plans (sewer, stormwater, water) and franchise utility plans where readily accessible.**
- **Potential capacity concerns, conflict issues, and timing constraints that may affect the phasing of future development.**

Task C.6 - Opportunities and Challenges Summary

FIRST FORTY FEET will develop a comprehensive Opportunities and Constraints Memorandum to guide streetscape enhancements in downtown Anacortes.

This document will begin by evaluating pedestrian and bicycle safety, identifying key infrastructure upgrades to improve walkability and bike accessibility, and proposing

traffic calming measures and safer crossings at strategic locations. We will then assess the existing streetscape to identify opportunities for enhancements such as street trees, lighting, site furnishings, wayfinding, and other hardscape elements, recommending improvements that elevate both aesthetics and functionality to support a thriving downtown economy.

The memorandum will also include an economic development lens, outlining strategies to activate underutilized spaces, increase foot traffic, and attract new business. In coordination with local preservation efforts, we will provide guidelines for maintaining and revitalizing historic buildings, ensuring new design interventions reinforce the unique character of Anacortes.

Finally, we will explore options for event infrastructure and community gathering spaces, identifying potential locations and design concepts for plazas or flexible event areas that can support seasonal festivals and community programming year-round..

TASK C Deliverable:

- Detailed Analysis of Existing Downtown Conditions
- Existing Conditions Basemapping
- Property Ownership Database
- Opportunities and Constraints memorandum
- Summary memoranda— Business inventory, storefront evaluation, existing and future traffic conditions, parking management and supply, infrastructure conditions, specifically stormwater/sewer assessment.

TASK D. PLAN FOCUS AREAS

Our approach centers on developing a cohesive vision for Commercial Avenue within Downtown Anacortes through a targeted proposal of streetscape improvements. We will synthesize findings into a clear and visually compelling summary that includes maps, graphics, and photographs to communicate design opportunities and constraints. Rather than preparing a detailed plan for the entire corridor, our team will focus on creating illustrative sketches and concept plans for key locations along Commercial Avenue that exemplify the broader vision.

To support implementation, we will provide a phased action plan with measurable benchmarks, identifying both short-term strategies achievable within five years and longer-term improvements that build momentum and guide future investments.

Concepts will:

- Design streetscape enhancements including street trees, lighting, furnishings, paving materials, seating, bike amenities, planting, and wayfinding elements.
- Suggest improvements that enhance both the visual character and everyday functionality of the street to stimulate economic vitality.
- Assess and recommend infrastructure upgrades that improve pedestrian comfort and bicycle connectivity.
- Introduce traffic calming strategies and safer, more visible pedestrian crossings.
- Explore opportunities to strengthen local business activity and attract more pedestrian engagement.
- Propose creative strategies to transform underutilized spaces into vibrant, active areas.
- Develop design guidelines that support the preservation and thoughtful revitalization of historic buildings.
- Ensure that all proposed improvements are context-sensitive and reinforce the unique character of downtown Anacortes.
- Identify potential sites and design concepts for public plazas and community gathering spaces.
- Recommend infrastructure upgrades that enhance the capacity to host festivals, markets, and other special events.

Task D.1 - Vision and Guiding Principles

Our team will leverage the existing conditions assessment, along with the outcomes from Community Engagement #1 Sessions, to formulate a vision and guiding principles for the Project area. This vision will serve as a foundation for developing and evaluating potential scenarios and streetscape concepts, as well as creating supporting design strategies for land use, mobility, and regulatory/policy aspects. The concepts and strategies are strategically designed to align with and uphold the established guiding principles and project objectives.

Task D.2 - Urban Design Guidance

The effort will result in the development of a context sensitive design guide, aimed at providing clear guidance for future streetscape enhancements, preservation, public use spaces, and economic development. The urban design guidance intends to illustrate the appropriate building form and typology, emphasizing the placemaking aspects within the first forty feet upwards, while also supporting an active street environment within the first forty feet outward. The objective is to articulate a design language rooted in the local architectural vernacular, avoiding direct replication of period styles or details.

- **Pedestrian & Bicycle Safety.** Our design and revitalization approach for Downtown Anacortes prioritizes creating a safer, more connected environment for pedestrians, cyclists, and rolling. Streetscape enhancements will focus on improving walkability and bikeability through sidewalks enhancements, safer bike lanes, enhanced crossings, and traffic calming measures that reduce vehicle speeds and increase visibility. Key intersections and crossings will be designed to prioritize safety and accessibility for people of all ages and abilities. By emphasizing pedestrian and bicycle connectivity, the plan supports a vibrant downtown that invites residents and visitors alike to move through and engage with local businesses, cultural landmarks, and community gathering spaces.
- **Streetscape Enhancements.** Streetscape enhancements in Downtown Anacortes will focus on creating a cohesive, attractive, and functional public realm that supports daily activity, local business, and community pride. Our design approach will introduce high-quality materials and coordinated elements—such as street trees, pedestrian-scale lighting, benches, bike racks, planters, and wayfinding signage—that contribute to a vibrant and comfortable street experience. Improvements will emphasize durability, accessibility, and visual continuity, reinforcing the downtown’s character while accommodating a mix of uses. Special attention will be given to sidewalk design, curb treatments, and intersections to improve safety and mobility for all users. These enhancements will not only elevate the aesthetic appeal of downtown but also support economic vitality and create an environment where people want to walk, linger, and return.
- **Economic Development.** Our design and streetscape enhancement efforts for Downtown Anacortes are closely aligned with supporting economic development and revitalization. By creating a more attractive, accessible, and people-centered downtown environment, the project aims to increase foot traffic, extend visitor stays, and strengthen the visibility of local businesses. Strategic improvements—such as enhanced storefront zones, flexible outdoor seating areas, improved lighting, and placemaking elements—will activate underutilized spaces and support year-round commerce. Streetscape upgrades will be tailored to create inviting, walkable blocks that encourage exploration and foster a sense of discovery, while wayfinding systems and public art will reinforce downtown’s identity as a unique destination. These efforts will help stimulate new investment, promote small business growth, and position Downtown Anacortes as a vibrant hub for community life and economic opportunity.

- **Historic Preservation.** Design, streetscape enhancement, and revitalization efforts in Downtown Anacortes will celebrate and reinforce the city's rich historic character. Our approach will prioritize the preservation and adaptive reuse of historic buildings, ensuring that new improvements respect the architectural heritage and scale that define the downtown core. Streetscape elements—such as lighting, furnishings, signage, and materials—will be carefully selected to complement historic facades and enhance the visual continuity of the district. Design guidelines will support sensitive infill development and façade improvements that maintain authenticity while encouraging reinvestment. By integrating historic preservation into the broader revitalization strategy, the project will strengthen downtown's sense of place, honor its cultural legacy, and support a timeless, pedestrian-friendly environment that draws residents, visitors, and businesses alike.
- **Event Promotion & Community Gathering Spaces.** Design and revitalization efforts in Downtown Anacortes will place a strong emphasis on expanding public use and enhancing community spaces to support social connection, cultural expression, and everyday gathering. The plan will identify key opportunities to create or improve plazas, pocket parks, and flexible public spaces that can accommodate markets, performances, festivals, and informal gatherings. Streetscape enhancements—such as integrated seating, shade elements, public art, and interactive features—will create a more welcoming and inclusive environment for all ages. Special attention will be given to designing spaces that are adaptable, accessible, and reflective of Anacortes' unique coastal identity. These community-focused improvements will help activate the public realm, foster a sense of belonging, and ensure that downtown serves not only as a commercial center but also as the civic heart of the city.

TASK D Deliverable:

1. **Conceptual and schematic design options**
2. **Detailed Sketches and Plans for Focus Areas**
3. **Identify state and federal grant funding to implement the Plan.**
4. **Preliminary Cost Analysis for design options**

TASK E. FINAL COMMERCIAL AVENUE ENHANCEMENT PLAN

The final Commercial Avenue Enhancement Plan will serve as a comprehensive guide for the future of Commercial Avenue within Downtown Anacortes. It will include an executive summary highlighting key findings and recommendations, along with an overview of the public engagement process and its influence on the plan's direction.

The document will summarize data collection and analysis efforts, including comparisons with peer communities to provide context and inspiration.

Proposed streetscape improvements will be outlined to enhance the downtown environment, supported by maps, graphics, and photos that illustrate a cohesive vision. Rather than a full corridor plan, the document will feature detailed design concepts for selected locations along Commercial Avenue that best expresses the overall vision. The plan will conclude with a phased implementation strategy, identifying short-term (less than 5 years) and long-term (5+ years) actions, complete with measurable benchmarks to guide progress.

TASK E Deliverable:

1. Final Commercial Avenue Enhancement Plan
2. A Detailed Implementation Plan and schedule with measurable benchmarks split between short-term implementation strategies and long-term strategies
3. Conceptual and schematic design options.
4. Estimated costs for streetscape and infrastructure improvements.
5. Identify state and federal grant funding to implement the Plan.

AGREEMENT 25-075-IDS-001

EXHIBIT B

Anacortes Downtown Framework Plan Proposed Fee Schedule		First Forty Feet					TransPo		MacKay Sposito	Task Labor Total
		W. Grimm Project Manager	J. Graf Engagement	S. Sun Land Planner	J. Brackenhoff History Architect	M. Sherer Landscape	C. Comeau Principal	Hendricks T. Engineer	M. Zukowski Civil Engineer	
		\$180	\$170	\$130	\$175	\$120	\$215	\$185	\$210	
TASK	SCOPE OF WORK	hours					hours		hours	
Task A	PROJECT MANAGEMENT									
A.1	Contract Administration, Invoicing, and Progress Reports	10					1		1	12
A.2	Project Management Meetings									0
	- Kick-off Meeting Session & Prep (1)	3	3	1.5			1.5	1.5	1.5	12
	- Bi-weekly PMT Meeting & Prep (13)	20	12	8	6		8	4	6	64
A.3	Management, Coordination, and Direction	8	4							12
A.4	Quality Assurance/Quality Control	10	4							14
	Subtotal Staff Hours	51	23	9.5	6	0	10.5	5.5	8.5	114
	Subtotal Labor by Firm			89.5			16		8.5	114
	Subtotal Staff Labor Cost	\$9,180	\$3,910	\$1,235	\$1,050	\$0	\$2,258	\$1,018	\$1,785	
	Subtotal Labor Cost by Firm			\$15,375			\$3,275		\$1,785	\$20,435
Task B	PUBLIC & STAKEHOLDER PARTICIPATION									
B.1	Engagement Plan - Purpose, Objectives and Goals	4	10							14
B.2	Outreach Content and Materials Support									0
	- Project Area Exhibit	2				4	1		1	8
	- Process and Timeline Graphic		4				1		1	6
	- Engagement Content, Illustrations, Exhibits	4	8	8		10				30
B.3	Stakeholder Identification	2	4							6
B.4	Project Engagement Milestones and Topics									0
	- Anacortes Downtown Alliance Meetings (3)	16	10		6		1	0	0	33
	- Elected & Community Leader Meetings (2)	8	10							18
	- Business & Property Owner Conversations	8	10							
	- Engagement #1 - Open House- Vision & Project Intent & Discovery	6	8	6						20
	- Engagement #2 - Open House -Streetscape Improvements	6	8	6	6					26
B.5	Engagement Summaries	1	6	6						0
	Subtotal Staff Hours	57	78	26	12	14	3	0	2	192
	Subtotal Labor by Firm			187			3		2	
	Subtotal Staff Labor Cost	\$10,260	\$13,260	\$3,380	\$2,100	\$1,680	\$645	\$0	\$420	
	Subtotal Labor Cost by Firm			\$30,680			\$645		\$420	\$31,745
Task C	EXISTING CONDITIONS ASSESSMENT									
C.1	Literature Review	2	4	4						
C.2	Base Mapping			4		8				12
C.3	Existing Conditions Report									0
	- Streetscape Evaluation	8	16	4		4				32
	- Transportation Conditions	8	12				4	4		28
	- Infrastructure Conditions	1	10						10	21
C.4	Opportunities & Challenges Summary	2	5	10	4	12				33
	Subtotal Staff Hours	21	47	22	4	24	4	4	10	136
	Subtotal Labor by Firm			118			8		10	
	Subtotal Staff Labor Cost	\$3,780	\$7,990	\$2,860	\$700	\$2,880	\$860	\$740	\$6	
	Subtotal Labor Cost by Firm			\$18,210			\$1,600		\$6	\$19,816
Task D	DESIGN DEVELOPMENT DOCUMENTS - 20 weeks									
D.1	Vision & Guiding Principles	2	4		4					10
D.2	Urban Design Guidance									0
	- Pedestrian & Bicycle Safety	4	8	10			4	10		36
	- Streetscape Enhancements	8	6	15	8	32	2	8	4	83
	- Economic Development	8	6	20	4					38
	- Historic Preservation	4	4	4	8	2			2	24
	- Event Promotion & Community Gathering Spaces	6	6		2	12	1	2	2	31
8	Grant Funding	2	2				4		8	
D.4	Cost Estimating	2	2				3		8	15
	Subtotal Staff Hours	36	38	49	26	46	14	20	24	253
	Subtotal Labor by Firm			195			34		24	
	Subtotal Staff Labor Cost	\$6,480	\$6,460	\$6,370	\$4,550	\$5,520	\$3,010	\$3,700	\$5,040	
	Subtotal Labor Cost by Firm			\$29,380			\$6,710		\$5,040	\$41,130
Task F	FINAL DOWNTOWN FRAMEWORK PLAN									
F.1	Framework Plan Documentation	4	8	18	4	8	1	3	2	48
	Subtotal Staff Hours	4	8	18	4	8	1	3	2	48
	Subtotal Labor by Firm			42			4		2	
	Subtotal Staff Labor Cost	\$720	\$1,360	\$2,340	\$700	\$960	\$215	\$555	\$420	
	Subtotal Labor Cost by Firm			\$6,080			\$770		\$420	\$7,270
Total Staff Hours		169	194	125	52	92	33	33	47	
Total Labor by Firm				631.5			65		47	
Total Staff Labor Cost		\$30,420	\$32,980	\$16,185	\$9,100	\$11,040	\$6,988	\$6,013	\$7,671	
Subtotal Cost by Firm				\$99,725			\$13,000		\$7,671	\$120,396
Reimbursable Expenses by Firm						\$4,488				\$4,488
Overall Project Fee										\$124,884



City Council Agenda Bill

Meeting Date: July 7, 2025 **Agenda Item:** 6.c.

Agenda Item Title: Interlocal Agreement #25-180-IDS-001 with Swinomish Indian Tribal Community for Mutual Assistance

Staff Contact(s): Andrew Rheume

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

Item Summary: City staff seeks City Council consent to enter into an interlocal agreement with the Swinomish Indian Tribal Community to provide mutual assistance on projects, work and services. Such work and/or services shall be limited and infrequent in nature and may include, but is not necessarily limited to: small chip-sealing, road striping, and road maintenance and repair matters; culvert clearing; mowing, spraying and vegetation management; and plowing, salting, sanding, etc.; other services as may be requested.

Background: This agreement provides flexibility in our partnership with the Swinomish Indian Tribal Community. Both agencies have similar staff skill sets and equipment assets and will benefit from sharing resources when needed.

Key Terms:

- Term is for 60 months from contract execution, unless terminated sooner.
- Neither party is required to perform work and or services requested by the other party.
- Work performed, and materials/equipment provided to the other party shall be reimbursed at the actual cost incurred, plus an additional 10% of the total cost shall be added for overhead costs.
- An individual Request for Work, or a proposed change to a Request for Work, that exceeds an estimated cost of Forty-Five Thousand Dollars (\$45,000) must be approved by the Requesting Party's governing body.

Budget Impact:

Work performed, and materials/equipment provided to the other party shall be reimbursed at the actual cost incurred, plus an additional 10% of the total cost shall be

added for overhead costs.

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute the Interlocal Cooperation Agreement 25-180-IDS-001 between the City of Anacortes and the Swinomish Indian Tribal Community.

Alternative Actions: Not approve the interlocal.

Attachments (listed in order presented):

1. 25-180-IDS-001

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
CITY OF ANACORTES
AND
SWINOMISH INDIAN TRIBAL COMMUNITY**

THIS AGREEMENT (herein "Agreement") is made and entered into by and between CITY OF ANACORTES, a Washington municipal corporation (herein "Anacortes") and the SWINOMISH INDIAN TRIBAL COMMUNITY, a Federally recognized Indian Tribe (herein "Tribe") pursuant to the authority granted by state law including Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. Anacortes and Tribe may be individually referred to herein as a "Party" and may be collectively referred to herein as the "Parties". In consideration of the following, the Parties mutually agree as follows:

1. PURPOSE: The purpose of this Agreement is to allow each Party to provide mutual assistance and perform work and services for the other Party (herein the "Project[s]"), pursuant to and subject to the terms of this Agreement. Such Project work and/or services shall be limited and infrequent in nature and may include, but is not necessarily limited to: small chip-sealing, road striping, and road maintenance and repair matters; culvert clearing; mowing, spraying and vegetation management; and plowing, salting, sanding, etc.; other services as may be requested. Neither Party is obligated to pay, provide, or expend any funds, and/or provide and/or perform any other services or other duties, unless otherwise specified herein.

2. MECHANISM FOR REQUESTS:

2.1 Request to Conduct Work. A Party (the "Requesting Party") may request that the other Party provide assistance related to the Purpose of this Agreement (as provided above per Section 1) , by submitting to the other Party (the "Performing Party") a completed request for the Project substantially similar to the form attached hereto as Exhibit "A", which shall list the specific services requested and the estimated costs ("Request for Work"). Such Request for Work must be approved by the Performing Party in writing prior to the initiation of the Project on behalf of the Requesting Party. The physical area where this Project will be performed is the "Project Area."

2.2 Delegation of Authority. Upon the Effective Date of this Agreement, the Parties delegate authority for approval or rejection of a Request for Work under this Agreement to Anacortes' Director of Public Works and Tribe's Utility Director, respectively. The Parties may from time to time make changes to the Request for Work in writing. These changes must be approved by the Anacortes' Director of Public Works and Tribe's Utility Director, respectively, prior to the initiation of the changes.

2.2.1 Notwithstanding the above, an individual Request for Work, or a proposed change to a Request for Work, that exceeds an estimated cost of Forty-Five Thousand Dollars (\$45,000) must be approved by the Requesting Party's Governing Body.

2.3 Declined Request. In any particular instance, a Party may decline a Request for Work in its sole discretion.

3. TERM OF AGREEMENT: The term of this Agreement shall be 60 months (5 years) from the date of agreement execution unless sooner terminated pursuant to the terms herein.

4. MANNER OF FINANCING: The Requesting Party shall reimburse the Performing Party for the services performed after an approved Request for Work for the actual costs incurred by the Performing Party for said work, materials, use of Performing Party's equipment, wages for Performing Party's employees, and in addition thereto, ten percent (10%) of the total costs shall be added for overhead costs for account, billing, and administrative services, provided the Performing Party shall submit to the Requesting Party an itemized, signed statement of the costs (the "Reimbursement Detail"). Within sixty (60) days after the Performing Party sends the Reimbursement Detail to the Requesting Party in accordance with the Notice provision herein, the Requesting Party shall pay the amount of the Reimbursement Detail to the Performing Party. Upon request of the Requesting Party, the Performing Party shall provide additional support documentation for any and all amounts billed by the Performing Party pursuant to this Agreement.

5. ADMINISTRATION: The following individuals are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party.

5.2 Tribe's representative shall be the Utility Director, or their designee.

5.3 Anacortes' representative shall be the Director of Public Works, or their designee.

6. NOTICES: All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent by email and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an automated email confirmation of delivery or read receipt shall not constitute such confirmation. Notices shall be sent to the following addresses:

To City of Anacortes: Andrew Rheume, Director of Public Works
904 6th St/P.O. Box 547
Anacortes, WA 98221
andrewr@anacorteswa.gov

Copy to: Tiffany Matson, Contracts and Grants Manager
904 6th St/P.O. Box 547
Anacortes, WA 98221
contracts@anacorteswa.gov

To Swinomish Indian Mike Poppe, Director of Swinomish Utility Authority
Tribal Community: 17547 First Street/P.O. Box 340
LaConner, WA 98257
mpoppe@swinomish.nsn.us

The Parties may designate new or additional addresses for mail or delivery by providing notice to the other party as provided in this section.

7. INSURANCE: Parties shall provide liability insurance coverage for the duration of this Agreement for its officers, agents and employees' activities while they are involved in the performance of this Agreement in an amount not less than one million dollars (\$1,000,000). Participation in liability risk pool that provides equivalent coverage for the duration of this Agreement shall satisfy the conditions set forth in this Section.

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

9. NO PARTNERSHIP OR JOINT VENTURE: No partnership and/or joint venture exists between the Parties, and no partnership and/or joint venture is created by and between the Parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, and/or other representative of the Parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other Party.

10. NO THIRD PARTY BENEFICIARIES: This Agreement is not intended to nor does it create any third Party beneficiary or other rights in any third person or Party, including, but not limited to, the general public, property owners and residents at or in the vicinity of the Project(s), or any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of any Party.

11. INDEMNIFICATION: Each Party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions and those of its officials, officers, agents, employees, volunteers, assigns, contractors, subcontractors, and/or consultants to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other Party harmless from any such liability, loss, and/or expense, including but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the other Party, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, except to the extent such injury to persons or damage to property is due to the negligence of the other Party, its subcontractors, its elected officers, employees, volunteers, and/or their agents. It is further provided that no liability shall attach to either Party by reason of entering into this contract except as expressly provided herein.

12. GRANT OF ACCESS: Access to the infrastructure owned by each Party shall be limited specifically to the infrastructure where work is being requested under this agreement.

13. DAMAGE TO PROPERTY: Each Party warrants that the infrastructure they own and operate is in serviceable condition and free from reasonable defects and deficiencies.

14. TERMINATION: Any Party hereto may terminate this Agreement upon thirty (30) days' written notice delivered according to Section 6. Notices. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination, except that the duty to indemnify pursuant to paragraph 11 shall survive such termination.

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

16. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

17. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the Parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

18. STATUS OF AGREEMENT: This Agreement is in addition to, and is not intended to replace, substitute, modify, or otherwise amend any other agreements by and between the Parties. Any other agreements by and between the Parties shall continue in full force and effect, unless specified to the contrary herein.

19. USE OF DOCUMENTS AND MATERIALS PRODUCED: Both Parties shall have the right to use and distribute any and all documents, writings, programs, data, public records or other materials prepared by any Party (and/or any Party's contractors, consultants, and/or subcontractors), in connection with performance of this Agreement. The Parties recognize and agree that any documents and/or materials arising from and/or related to this Agreement may be subject to public disclosure pursuant to applicable law.

20. COMPLIANCE WITH LAWS AND TERMS OF GRANTS: The Parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement. If applicable, compliance with laws shall specifically include, but not be limited to, compliance with laws pertaining to the payment of prevailing wage on public works, including, but not necessarily limited to RCW 39.12. If applicable, compliance with laws shall also specifically include, but not be limited to, compliance with laws for the procurement of contracts for architectural and engineering services, including, but not necessarily limited to RCW 39.80. If necessary, the Parties shall obtain and comply with all necessary permits and approvals from all applicable jurisdictions prior to commencing any work related to this Agreement. Each Party individually recognizes and agrees that it shall be solely and separately responsible and liable for compliance with all terms and conditions of any applicable grant(s) obtained or procured in such Party's name.

21. ASSIGNMENT AND SUBCONTRACTING: No portion of this Agreement may be assigned, contracted, and/or subcontracted to any other individual, firm, company, and/or other entity by either Party.

22. DEFAULT: Failure of the Parties to comply with the terms of this Agreement shall constitute default. The Parties shall have all remedies for the enforcement of this Agreement as provided by law.

23. VENUE AND CHOICE OF LAW: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

24. CAPTIONS & COUNTERPARTS: The captions in this Agreement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

25. NEUTRAL AUTHORSHIP: Each of the terms and provisions of this Agreement have been reviewed and negotiated and represents the combined work product of the Parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement. The Parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement and have either done so, or have voluntarily chosen not to do so. The Parties represent and warrant that they have fully read this Agreement, that they understand its meaning and effect, and that they enter into this Agreement with full knowledge of its terms. The Parties have entered into this Agreement without duress or undue influence.

IN WITNESS WHEREOF, the Parties have executed this Agreement on _____.

CITY OF ANACORTES

SWINOMISH INDIAN TRIBAL COMMUNITY

Matt Miller, Mayor

EXHIBIT "A"

REQUEST FOR WORK

Requesting Party:

☐

City of Anacortes

☐

Swinomish Indian Tribal Community

Performing Party:

☐

City of Anacortes

☐

Swinomish Indian Tribal Community

Description of Requested Work: _____

Estimated Date of Project Completion: _____

Estimated Cost of Services: _____

Approved By:

City of Anacortes

Swinomish Indian Tribal Community

By: _____

By: _____

Its: Director of Public Works

Its: _____

Date: _____

Date: _____

If requested Work to be performed is estimated to cost Forty-Five Thousand Dollars (\$45,000) or more:

Approved By:

City of Anacortes

Swinomish Indian Tribal Community

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____