

- 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@anacorteswa.gov or via written comment addressed to City Clerk, P.O. Box 547, Anacortes, WA 98221. Public comments received by the [City Clerk](#) prior to 3:00 p.m. the day of the meeting will become part of the record for the meeting, just as if presented in person.
- Complete guidelines for virtual participation in Anacortes City Council meetings are available [here](#). View the quick video example for connecting to the meeting [here](#).



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

December 15, 2025
6:00 PM

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

1. **Call to Order**
2. **Closed Session**
 - a. Collective Bargaining topics per RCW 42.30.140(4)(b) (30 minutes) (Discussion)
3. **Pledge of Allegiance**
4. **Announcements and Committee Reports**
 - a. Public Works Committee (Report)
5. **Public Comment**
 - a. Written Public Comment
6. **Consent Agenda**
 - a. Minutes of December 8, 2025 (Action)
 - b. Approval of claims in the amount of \$631,262.38 (Action)
 - c. Resolution 3188: City Council Procedures (Action)
 - d. Resolution 3194: City of Anacortes Legislative Priorities — 2026 (Action)
 - e. Resolution 3195: Setting the Date for a Public Hearing (Action)
 - f. Findings of Fact and Conclusions of Law on the SEPA Appeal (Action)
 - g. Contract Award: CivicPlus Web Services Consolidation #26-023-ITS-001 (Action)
 - h. Contract Modification: Whistle Lake Road Pipe Arch Modifications - Design #25-044-WTR-001 (Action)
 - i. Contract Award: WWTP Technical Support Master Services Agreement #26-029-SEW-001 (Action)
7. **Public Hearings**

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. * Public Hearing on Resolution 3199: Relinquishment of an Easement to the Port of Anacortes (Discussion/Action)
8. **Other Business**
 - a. Resolution 3198: Teamsters Collective Bargaining Agreement (Discussion/Action)
 - b. Resolution 3197: Rejecting All Bids for Public Safety Building A/C Replacement Project #25-268-FAC-001 (Action)
 - c. Interlocal Amendment: NPDES Phase II Public Outreach & Education #25-005-STM-001 (Discussion/Action)
 - d. Contract Award: APD Model 10 Tasers Purchase #26-027-APD-001 (Discussion/Action)
 - e. Ordinance 5013: Adoption of the 2025 Comprehensive Plan Update (Discussion/Action)
 - f. Ordinance 5014: Adoption of the 2025 Development Regulation Amendments (Discussion/Action)
 - g. Puget Sound Energy Lease Agreement (Discussion/Possible Action)
 - h. Contract Award: Wireless Services with Related Solutions #25-293-FBR-001 (Discussion/Action)
9. **Adjournment**

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

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

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To: [CityClerk](#)

From: [Nadja](#)

Subject: City Council-Ziply hazardous conditions in our neighborhoods

Date: Tuesday, December 9, 2025 8:54:33 AM

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

Attention Anacortes City Council members,

Last week I came home from work in the dark to find hanging wires surrounding my city waste bin, hanging loose through a tree and leaning on my fence. I received no notice from the city or Ziply that workers would be in our neighborhood. I received no permission for these strangers to use my fence to lean their equipment on. I received no reason why day after dark and stormy day this dangerous situation was left unattended for the next 4 days. Over the next several days I tried contacting various city of Anacortes employees only to be informed it was not the city's responsibility. With 50 mph winds in the forecast this lack of accountability was extremely concerning.

Please address this issue and provide a safety plan for the residents of Anacortes with regards to this irresponsible company who apparently maintains unlimited unsafe control over our city and our property.





Anacortes City Council

Municipal Building Council Chambers
904 Sixth Street

December 15, 2025
6:00 p.m.

PUBLIC COMMENT SIGN IN SHEET

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

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

Name

Topic

Stan Durey

1214 Commercial Turning Lane

ROBERT KNOLL

PSE 124 COMMERCIAL

7.9. ADAM MORROW

PORT REPRESENTATIVE

Continue on back of sheet as needed

Anacortes City Council Minutes - December 8, 2025

Call to Order

Mayor Matt Miller called to order the December 8, 2025, Anacortes City Council meeting at 6:00 p.m. Councilmembers TJ Fantini, Ryan Walters, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, and Amanda Hubik were present. Councilmember Bruce McDougall was absent.

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

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller announced that he attended the Community Leadership Forum at Naval Air Station Whidbey Island and thanked Mr. Fantini for emceeding the tree lighting ceremony over the weekend. He then detailed upcoming events, including the Winter Wonderland Walk from 5-8pm at Washington Park on December 12th and 13th. He also announced that, due to heavy rain forecast for the region, the Water Treatment Plant is preparing for high water conditions.

He then presented a 1-year Pride in Service Award to Mr. Fantini, a 5-year Pride in Service Award to Ms. Cleland-McGrath, a 10-year Pride in Service Award to City Attorney Darcy Swetnam, and a 25-year Pride in Service Award to Administrative Services Director Emily Schuh.

Civil Service Commission Appointments

Mayor Miller announced the appointments of Marla Mellies and Peter Allen to the Civil Service Commission. Their respective terms are effective through December 31, 2028.

Port / City Liaison Committee

Ms. Cleland-McGrath reported from the Port / City Liaison Committee meeting held December 2nd. The topics discussed included partnership regarding the Port's West Basin development project, with the Port Commission reviewing the easements for Market Street and 9th Street on December 18th and the city holding a public hearing to relinquish those easements. The committee also discussed that the Planning Commission will consider the West Basin framework permit on December 10th and ensure that the committee will continue to meet on the first Tuesday of each month during 2026.

Planning Committee

Mr. Walters reported from the Planning Committee meeting held earlier in the evening. The main topic discussed was the absence of holiday lights in the trees downtown and holiday decorations in the context of Downtown Streetscape improvements for following seasons, which will be discussed at the next Downtown Streetscape meeting in January 2026.

Public Safety Committee

Mr. Fantini reported from the Public Safety Committee meeting held December 2nd. Police topics discussed included a presentation on the new boat, for which much of the funding comes from registration fees, the education requirements for grant funding for the boat, and free boat training classes for law enforcement. The committee also discussed that the Citizens Police Training Academy would be returning to Anacortes and that the Police Annual Report would be published in February 2026.

Fire topics included acceptance of the Staffing for Adequate Fire and Emergency Response (SAFER) grant that will add three new firefighters by March 23, 2026. The committee also reviewed the level of service standards

in the Comprehensive Plan update and discussed providing peer support to students, teachers, and counselors following the recent tragic loss of Anacortes High School Teacher Edmundo Corrales.

Ms. Moulton announced that she, Mr. Fantini, Mr. Walters, and Councilmember-elect Luke Currier attended a training session for elected officials sponsored by the Association of Washington Cities.

Public Comment

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

Consent Agenda

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

a. Minutes of December 1, 2025

b. Approval of claims in the amount of \$1,741,191.86

The following vouchers/checks were approved for payment:

EFT numbers: 114223 through 114265, total \$911,714.24

Check numbers: 114266 through 114289 total \$812,499.14

Wire transfer numbers: 380631 through 380830, total \$16,978.48

Other Business

Resolution 3191: 2026 Lodging Tax Allocations

Mr. Walters introduced Resolution 3191 that would allocate lodging tax funds for 2026. He mentioned that the committee met three times during the year and pointed out that the Lodging Tax Advisory Committee recommended funding mostly the same applications in similar amounts as last year, and that the city is banking \$200k annually to save towards the event facility. He added that lodging tax receipts continue to be strong with committee hoteliers providing insight into events that bring in overnight guests, which would be a principal element of funding allocation decisions in the coming year.

Discussion topics included:

- Event facility design funding is part of the total project.
- Obtaining better data from hoteliers to inform funding allocation.

Carolyn Moulton moved, seconded by Amanda Hubik, to approve Resolution 3191 Awarding 2026 Lodging Tax Funds.

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

Resolution 3193: Updating the Unified Fee Schedule

Finance Manager Rhonda Peck introduced Resolution 3193 that would provide for the annual update of the Unified Fee Schedule effective January 1, 2026, referring to a slide presentation that was added to the packet materials for the meeting.

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

Discussion topics included:

- Garbage tote cleaning fee is a request-driven service.
- Expecting an estimated \$400k of additional revenue will be generated by the fee increases.

- Fee change notifications will be placed on the back of utility bills and on the city website.

Christine Cleland-McGrath moved, seconded by Anthony Young, to approve Resolution 3193 Updating the Unified Fee Schedule.

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

Contract Award: Social Worker Agreement #26-007-APD-001

Police Chief Dave Floyd re-introduced the proposed contract #26-007-APD-001 to fund a Social Worker through the Anacortes Family Center for 2026 at \$30,000 that the Council had directed during the 2026 budget development and approval process. He also mentioned that Fire Chief Bill Harris is working on grant proposals that would make up for the \$30k reduction in funding allocation for the 2026 budget, and added that the contract is similar to those executed in previous years.

Ms. Cleland-McGrath announced that she would abstain from the vote due to her membership on the Anacortes Family Center Board of Directors.

TJ Fantini moved, seconded by Anthony Young, to authorize the mayor to execute contract #26-007-APD-001 with Anacortes Family Center in the amount of \$30,000.00.

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

Interlocal Agreement #26-005-APD-001 with Skagit County for Vessel Registration Fees

Police Chief Dave Floyd re-introduced the proposed interlocal agreement #26-005-APD-001 with Skagit County for vessel registration fees, referring to a slide presentation that was added to the packet materials for the meeting.

Discussion topics included:

- OPSG = Operation Stonegarden, a federal cross-border anti-smuggling effort, which the city has been participating in since 2018.
- Will not diminish the department's capacity to respond to land-based incidents.
- Capture the time commitment the boat program will incur.
- Part of the broad responsibilities of law enforcement on Fidalgo Island.
- Present statistics that determine the necessity of this capability moving forward.
 - Compared to other cities.
- The boat will not operate with support of general revenue.

Ryan Walters moved, seconded by TJ Fantini, to authorize the mayor to sign the interlocal agreement with Skagit County for Vessel Registration Fees.

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

Resolution 3194: City of Anacortes Legislative Priorities — 2026

Administrative Services Director Emily Schuh introduced Resolution 3194 that would set the 2026 legislative priorities for the city, referring to a slide presentation that was added to the packet materials for the meeting.

Discussion topics included:

General

- Ordering of priorities relative to each item's importance to the city.

- Fewer priorities with more emphasis.

Community Event Facility

- Highlight the community event facility in cooperation with the Port and potential development of land in the area to generate sales tax and lodging tax revenue.
 - Lodging tax funds to stimulate the economy.

Behavioral Health Treatment Capacity

- Coordinate language with other cities and Skagit County.

Preserve State-Shared Revenue

- Public Works Trust fund.

Public Notice Modernization

- Newspaper Association would not favor.
- Needs of the community for paper-based notifications.
- Strike for now

Affordable Housing

- Providing time to implement state housing legislation
 - Setting realistic expectations for implementation considering state fiscal challenges.
- Not including this is in line with the Association of Washington Cities.

State Highway Maintenance Within Cities

- Highlight the Commercial Avenue funding request.
 - Local representatives on the Transportation Committee in the House and Senate.
 - The city has requested to participate in the advisory committee to review the MOU between Washington State Department of Transportation and the Association of Washington Cities.

Federal Funding Pass-Through Access for Cities

- Strike

Nutrient General Permit - Wastewater Treatment Impacts

- Beneficial to support the city without increased regulations.

Meals on Wheels

- The state legislature may not be the correct entity to push for this initiative.
- The state House Agriculture and Natural Resources committee have this on their radar.
- The Senior Center Foundation Board is working diligently to address this problem.

Mayor Miller announced that this resolution would come back for council consideration at the next regular meeting.

SEPA Threshold Determination Appeal of Ordinance 5013 and Ordinance 5014

City Attorney Darcy Swetnam provided an overview of the procedures for the SEPA Threshold Determination appeal of Ordinance 5013 and Ordinance 5014, which are codified in [Anacortes Municipal Code 18.04.250](#) and [Resolution 3189](#).

Ryan Walters moved, seconded by Carolyn Moulton, to direct city staff to prepare findings of fact and conclusions of law consistent with the denial of the appeal for the December 15, 2025, City Council meeting. Vote: Ayes - Carolyn Moulton, Anthony Young, Ryan Walters, Christine Cleland-McGrath, Amanda Hubik, TJ Fantini. Nays - None. Abstentions - None. Result: Passed

Adjournment

There being no further business, at approximately 7:38 pm the Anacortes City Council meeting of December 8, 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 December 15, 2025 City Council meeting:

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

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
381202	8/26/2025	507652164	MIDWEST TAPE, LLC.	DVDS FOR LIBRARY	\$ 51.38	publib
381197	8/27/2025	8230533902	MOTOROLA SOLUTIONS INC	POLICE DEPARTMENT BODY CAMERAS VIDEO-AS-A-SERVICE - 9/26/25-9/25/26	\$ 391.68	apd
381204	9/2/2025	507772439	MIDWEST TAPE, LLC.	DVDS FOR LIBRARY	\$ 33.70	publib
381187	9/16/2025	RE 41 JZ2216 L009	WASHINGTON STATE DEPARTMENT	REVIEW OF COMMERCIAL AVE ENHANCEMENT PROJECT - SR20 MP50.59-51.87	\$ 4,378.05	pw1
381208	9/22/2025	241703	BLYTHE MECHANICAL, INC	HVAC ANNUAL PREVENTIVE MAINTENANCE 2025 - OPERATIONS SHOP	\$ 4,668.61	pw1
381215	9/24/2025	76494	COMMERCIAL FIRE PROTECTION INC	AFD #1 - TRIPPED DRY SYSTEM REPAIR	\$ 184.96	pw1
381040	10/6/2025	INV00848154	USA BLUE BOOK	LAB SUPPLIES	\$ 860.23	dwwtp
381189	10/24/2025	RE 41 JZ2374 L012	WASHINGTON STATE DEPARTMENT	REVIEW OF 12TH AND COMMERCIAL PROJECT - SR20 MP51.92	\$ 3,123.02	pw1
380842	10/28/2025	B20547391	SHI INTERNATIONAL CORP.	EXCEL 2024 LTSC	\$ 136.64	infosys
381214	10/31/2025	090087001-1025	KIMLEY-HORN AND ASSOCIATES, IN	PASS LAKE 10-INCH WATERMAIN REPLACEMENT PROJECT - DESIGN - THROUGH 10/31/25	\$ 49,788.59	pw1
381209	11/13/2025	1200773906	HDR ENGINEERING, INC	WTP INTAKE PUMP STATION CONDITION ASSESSMENT - 7/7/25-11/1/25	\$ 73,787.84	dwwtp
381200	11/18/2025	2407-19	MAKERS ARCHITECTURE	ANACORTES CLIMATE ELEMENT - THROUGH OCTOBER 31, 2025	\$ 2,396.25	plan
381198	11/18/2025	508045764	MIDWEST TAPE, LLC.	DVDS FOR LIBRARY	\$ 140.95	publib
381190	11/18/2025	RE-313-ATB51118148	WASHINGTON STATE DEPARTMENT	R AVE PROJECT CONSTRUCTION ENGINEERING REVIEW	\$ 50.38	pw1
381211	11/19/2025	1034	XREP AI	CITY WEBSITE AI CHATBOT - DEVELOPMENT & DEPLOYMENT - 11/3/25-11/2/26	\$ 6,300.00	infosys

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
381031	11/21/2025	P2375-1	QCC QUALITY CONTROLS CORP.	WATER PLANT SYSTEM RELIABILITY UPGRADES - PHASE 4 & 5	\$ 131,690.53	dwtp
381182	11/23/2025	26588	HYTECH ROOFING INC.	LIBRARY SCUPPER REPAIR	\$ 2,203.20	pw1
381212	11/24/2025	2-85	QCC QUALITY CONTROLS CORP.	ON-CALL PROFESSIONAL SERVICES AT THE WTP - OCTOBER 2025	\$ 1,113.00	dwtp
381143	11/24/2025	20220	WILSON ENGINEERING, LLC	WWTP PUMP STATION 16 RECONSTRUCTION - DESIGN - THROUGH 11/21/25	\$ 32,636.76	pw1
381201	11/24/2025	508062937	MIDWEST TAPE, LLC.	DVDS FOR LIBRARY	\$ 193.47	publib
381171	11/24/2025	P2381-NT-2	QCC QUALITY CONTROLS CORP.	WWTP DREAM REPORTS SOFTWARE LICENSE & INTEGRATION	\$ 18,829.00	dwwtp
381168	11/24/2025	P2381-T-1	QCC QUALITY CONTROLS CORP.	WWTP DREAM REPORTS SOFTWARE LICENSE & INTEGRATION	\$ 13,149.04	dwwtp
381169	11/24/2025	P2386-NT-2	QCC QUALITY CONTROLS CORP.	INSTALLATION/IMPLEMENTATION OF WIN911 AUTO-DIALER SOFTWARE FOR WWTP	\$ 18,430.00	dwwtp
381033	11/25/2025	2023015	LIFE ASSIST, INC	SYRINGES, SUCTION UNITS, NEBULIZERS, BP	\$ 329.95	medic
381221	11/25/2025	22299	MESA PRODUCTS, INC.	SUPPLIES FOR WATER MAINTENANCE	\$ 23,586.76	wdist
381138	11/28/2025	360-293-4900-0912865	ZIPLY FIBER	APD BAC LINE 11/28-12/27/25	\$ 107.27	apd
381185	11/28/2025	360-299-2484-0726025	ZIPLY FIBER	LIBRARY PHONE 1/28-12/27/25	\$ 75.39	publib
381137	11/28/2025	360-299-6615-0615165	ZIPLY FIBER	APD 911 LINE 11/28-12/27/25	\$ 97.08	apd
380908	11/28/2025	989	BLUE COW CARWASH	Q2 & Q3 CAR WASHES	\$ 3,072.00	dshop
380909	11/30/2025	14661	PETDATA, INC	PETDATA LICENSING FEES NOVEMBER	\$ 500.00	finance
381161	11/30/2025	146812	PROCOM LLC	DRUG TESTING - CDL FOLLOW UP	\$ 78.00	hr
381205	11/30/2025	242783	BLYTHE MECHANICAL, INC	WTP COOLING COMPRESSOR REPLACEMENT FOR BARD UNIT	\$ 4,136.87	dwtp
381038	11/30/2025	299393	INFOSEND, INC.	NOVEMBER 2025 PROCESSING	\$ 5,335.82	finance
381165	11/30/2025	46716	ORCA INFORMATION, INC	BACKGROUND INVESTIGATIONS	\$ 430.00	hr
380844	11/30/2025	53624418	LINDE GAS & EQUIPMENT INC.	CYLINDER RENTAL	\$ 491.10	dwwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
381195	11/30/2025	IN966559	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - NOVEMBER 2025	\$ 12,358.62	admsrv
381218	12/1/2025	0542005-001	UNUM LIFE INS CO OF AMERICA	DECEMBER UNUM LONG TERM CARE INSURANCE	\$ 1,517.07	hr
380831	12/1/2025	1500003743	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT FINISHED 2025-11-17	\$ 22.00	dwtpt
380832	12/1/2025	1500003788	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT RAW 2025-11-17	\$ 73.00	dwtpt
380911	12/1/2025	2790435-0043-8	WASTE MANAGEMENT	WTP TRASH ACCT#22-79868-03009 , RECYCLE PICKUP - 11/1/25-11/30/25	\$ 307.24	dwtpt
381173	12/1/2025	90329900	CHEMTRADE CHEMICALS US LLC	WTP ALUMINUM SULFATE	\$ 7,628.16	dwtpt
380839	12/1/2025	CITYOFAN00002	COGENT COMMUNICATIONS, LLC	BACKUP INTERNET, DEC 2025	\$ 3,705.87	fiber
381141	12/2/2025	0000117-IN	NELSON-REISNER DISTRIBUTOR INC	SUPPLIES FOR SHOP	\$ 935.94	dshop
381159	12/2/2025	10089259	MILES SAND & GRAVEL CO.	SUPPLIES FOR STORM DEPT	\$ 1,730.74	dshop
381174	12/2/2025	14777327	HACH COMPANY	PROCESS ANALYZERS	\$ 3,107.59	dwtpt
381188	12/2/2025	200000666863	PUGET SOUND ENERGY INC	LIBRARY 10TH STREET LED 11/4-12/2/2025	\$ 18.60	publib
381192	12/2/2025	200000667218	PUGET SOUND ENERGY INC	LIBRARY 10TH & M ST 11/4-12/2/25	\$ 31.99	publib
381036	12/2/2025	2025973	LIFE ASSIST, INC	STATPACKS, INTUBATION ORGANIZER	\$ 459.18	medic
380845	12/2/2025	20INV000843098	WASTEQUIP, LLC	MAINTENANCE SUPPLIES	\$ 6,266.15	dwwtpt
380841	12/2/2025	220025931985	PUGET SOUND ENERGY INC	CHERRY LN & ORCHARD AVE ST LIGHTS: 11/4/12/2/25	\$ 12.79	dshop
380840	12/2/2025	220030712800	PUGET SOUND ENERGY INC	STREET LIGHTS: 11/4-12/2/25	\$ 8.10	dshop
380906	12/2/2025	E202512020029	SIMPLIFILE, LC	EVANS VACATION ORDINANCE	\$ 318.38	finance
381134	12/3/2025	10658-1	ANACORTES TOWING, LLC	TOWING; APD 25-A07737	\$ 176.26	apd
381023	12/3/2025	1253	BE ENTERPRISES LLC	2025 WTP JANITORIAL SERVICES - NOVEMBER 2025	\$ 1,120.00	pw1
381022	12/3/2025	1254	BE ENTERPRISES LLC	2025 JANITORIAL SERVICES - NOVEMBER 2025	\$ 10,027.30	pw1
380912	12/3/2025	1500003825	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - TCR SOUTH 2025-11-18	\$ 154.00	dwtpt
380847	12/3/2025	2025-11-01-ANACORTES	PERISCOPE LEGAL	PUBLIC DEFENSE SERVICES - NOVEMBER 2025	\$ 24,162.50	admsrv
381167	12/3/2025	494878	DMH INDUSTRIAL ELECTRIC, INC	SERVICE FOR WATER MAINTENANCE	\$ 2,007.87	wdist

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
380848	12/3/2025	CA19	AIRSTRIKE BIRD CONTROL INC	CITY HALL BIRD ABATEMENT - 11/16/25 - 11/30/25	\$ 325.00	pw1
381039	12/3/2025	XA116023349:01	RWC INTERNATIONAL	PART FOR VEHICLE #613	\$ 56.91	dshop
381043	12/4/2025	0002559410	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 116.20	medic
381024	12/4/2025	1200779316	HDR ENGINEERING, INC	WTP INTAKE PUMP STATION CONDITION ASSESSMENT - 11/2/25 - 11/29/25	\$ 16,262.86	dwtpt
380966	12/4/2025	1798	FIDALGO CLEANING	MUSEUM 12/4-12/18/25	\$ 200.00	museum
380967	12/4/2025	1799	FIDALGO CLEANING	HERITAGE CENTER: 12/4-12/18/25	\$ 140.00	museum
380846	12/4/2025	360-299-0973-1017915	ZIPLY FIBER	360-299-0973-101791-5 WWTP 11/28-12/27/2025	\$ 561.31	dwwtpt
381213	12/4/2025	36464	TRANSCO GROUP USA, INC.	PEDESTRIAN ROADWAY CROSSING IMPROVEMENT PROJECT - DESIGN - THROUGH 11/28/25	\$ 10,105.36	pw1
381175	12/4/2025	390274	BAY CITY SUPPLY	CLEANING SUPPLIES	\$ 346.29	dwtpt
380843	12/4/2025	395271	INTERNATIONAL BELT & RUBBER	MAINTENANCE SUPPLIES	\$ 376.02	dwwtpt
380965	12/4/2025	53522217	UNIVAR USA INC	WTP SODIUM HYDROXIDE (CAUSTIC) 25% BULK	\$ 6,757.52	dwtpt
381178	12/4/2025	76036	COMMERCIAL FIRE PROTECTION INC	2025 ANNUAL FIRE EXTINGUISHER SERVICES	\$ 1,411.88	pw1
381181	12/4/2025	76038	COMMERCIAL FIRE PROTECTION INC	2025 ANNUAL FIRE EXTINGUISHER SERVICES - VEHICLES	\$ 1,584.89	pw1
381172	12/4/2025	76477	COMMERCIAL FIRE PROTECTION INC	2025 ANNUAL FIRE SPRINKLER & ALARM INSPECTION AND TESTING	\$ 12,383.55	pw1
381177	12/4/2025	76478	COMMERCIAL FIRE PROTECTION INC	2025 ANNUAL FIRE SPRINKLER & ALARM INSPECTION AND TESTING - WTP	\$ 2,786.25	dwtpt
381180	12/4/2025	76501	COMMERCIAL FIRE PROTECTION INC	2025 ANNUAL FIRE EXTINGUISHER SERVICES - WTP VEHICLES	\$ 49.13	pw1
381194	12/5/2025	1539	OSBORN CONSULTING, INC	PROFESSIONAL PLAN REVIEW CONSULTANT SERVICES - THROUGH 11/30/25	\$ 2,717.50	pw1
381176	12/5/2025	1850569	WALTON BEVERAGE COMPANY, INC	BREAKROOM SUPPLIES	\$ 253.00	dwtpt
381179	12/5/2025	248 984 6277 5	CASCADE NATURAL GAS CORP.	WTP 11/4-12/4/25	\$ 9,206.43	dwtpt

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
381032	12/5/2025	36465	TRANSCO GROUP USA, INC.	TRANSPORTATION ELEMENT OF THE 2025 COMPREHENSIVE PLAN - THROUGH 11/28/25	\$ 7,825.00	pw1
380914	12/5/2025	PrideinServiceAFC	ANACORTES FAMILY CENTER	PRIDE IN SERVICE - AFC DONATION 2025	\$ 230.00	hr
381163	12/5/2025	ReimbKerby	KERBY, ERIN	WORK BOOTS - EK	\$ 240.00	dwwtp
381132	12/6/2025	00005W5A83495	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 12-6-25	\$ 13.66	apd
381030	12/8/2025	10089258	MILES SAND & GRAVEL CO.	COLUMBARIUM PROJECT SUPPLIES	\$ 981.49	parks1
381034	12/8/2025	122025a	LUNSFORD-KORVIN, ROBYN	98221 GALLERY ART SALE	\$ 175.00	parks1
381035	12/8/2025	122025b	HAYNES, ANNIE	ART SALE FROM 98221 GALLERY	\$ 75.00	parks1
381186	12/8/2025	1500004078	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT FINISHED 2025-11-24	\$ 22.00	dwwtp
381193	12/8/2025	1500004079	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - TCR NORTH 2025-11-24	\$ 154.00	dwwtp
381026	12/8/2025	152090	VENTEK INTERNATIONAL	WA PARK PAYSTATION MONITORING	\$ 293.76	parks1
381037	12/8/2025	18	ISLAND HEALTH	NOVEMBER AMBULANCE SUPPLIES	\$ 2,005.01	medic
381196	12/8/2025	200000667101	PUGET SOUND ENERGY INC	LIBRARY 1220 10TH 11/8-12/6/2025	\$ 4,033.04	publib
381191	12/8/2025	219922	GRANICUS, INC.	SMARTGOV CONNECTOR ECM-LASERFICHE - 12/2/25-11/30/26	\$ 1,561.30	plan
381206	12/8/2025	220022355618	PUGET SOUND ENERGY INC	5618 TSUNAMI SIREN 11/8-12/6/25	\$ 10.89	dwwtp
381207	12/8/2025	300000305007	PUGET SOUND ENERGY INC	SKYLINE STREET LIGHTS: 10/2-11/3/25	\$ 469.86	dshop
381027	12/8/2025	345513	LAKESIDE INDUSTRIES, INC.	COLUMBARIUM PROJECT SUPPLIES	\$ 204.52	parks1
381142	12/8/2025	37373	ANCHOR QEA, INC	A AVENUE LANDFILL MATTER NO. 200	\$ 14,106.75	pw1
381199	12/8/2025	390397	BAY CITY SUPPLY	CLEANING SUPPLY	\$ 371.51	dwwtp
381041	12/8/2025	622281	MOMENTUM TELECOM INC	SIP TRUNKS 12/1-12/31/25	\$ 1,082.30	finance
381144	12/8/2025	9735872120	GRAINGER	MAINTENANCE SUPPLIES	\$ 2.19	dwwtp
381029	12/8/2025	i24509	A-1 MOBILE LOCK AND KEY, INC.	PARKS RESTROOM KEYS	\$ 52.22	parks1
381146	12/9/2025	1100003205	EUROFINS ENVIRONMENT TESTING	LAB TESTING - SLUDGE METALS	\$ 267.92	dwwtp
381220	12/9/2025	1500004168	EUROFINS ENVIRONMENT TESTING	BACTERIA TEST FOR 5TH & K AVE	\$ 22.00	wdist

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381219	12/9/2025	154 700 0000 9	CASCADE NATURAL GAS CORP.	LIBRARY 10/11-11/7/25	\$ 1,470.05	finance
381170	12/9/2025	1851356	WALTON BEVERAGE COMPANY, INC	OPS: BREAKROOM SUPPLIES	\$ 274.00	dshop
381135	12/9/2025	220013297076	PUGET SOUND ENERGY INC	6821 STATE ROUTE 20 11/8-12/6/25	\$ 16.99	finance
381210	12/9/2025	220013297498	PUGET SOUND ENERGY INC	CASINO DRIVE UNDER TWIN BRIDGE: 11/8-12/6/25	\$ 41.13	dshop
381217	12/9/2025	25-233-FAC-0011	DOORMAN COMMERCIAL, LLC	RETAINAGE RELEASE	\$ 138.70	pw1
381203	12/9/2025	300000300008	PUGET SOUND ENERGY INC	0008 WWTP 10/7-11/6/25 PLUS SOME NOVEMBER CHARGES	\$ 48,508.21	dwwtp
381155	12/9/2025	INV3108134	COPIERS NORTHWEST, INC	CANON/IRC5560I FINANCE/OPS/WWTP 11/8-12/7/25	\$ 865.41	finance
381164	12/9/2025	L171989	STATE AUDITOR'S OFFICE	ACCOUNTABILITY AUDIT 24-24	\$ 1,181.50	finance
	Total				\$ 631,262.38	



City Council Agenda Bill

Meeting Date: December 15, 2025 **Agenda Item:** 6.c.

Agenda Item Title: Resolution 3188: City Council Procedures

Staff Contact(s): Darcy Swetnam, Emily Schuh

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

Greg Francioch
Darcy Swetnam
Steve Hogleund

Resolution

Item Summary: Resolution 3188 proposes to update Council Procedures. The discussion of potential updates started at the Mayor-Council budget retreat in 2025. Council discussed detailed procedural update recommendations at a September 8, 2025, work session and continued the discussion at its September 15, 2025, and December 1, 2025, regular Council meetings. Staff now provide a redline draft resolution that attempts to incorporate the points discussed by Council, the Mayor, and staff.

Budget Impact:

None anticipated

Previous Action: Council began its discussion on [September 8, 2025](#) Council continued its discussion on [September 15, 2025](#) and considered the draft resolution on [October 13, 2025](#), and [December 1, 2025](#).

Recommended Motion: I recommend we adopt Resolution 3188 to update City Council Procedures.

Alternative Actions: Return to staff for further revisions.

Attachments (listed in order presented):

1. 251215 Resolution 3188 Updating Procedures

Resolution No. 3188

A Resolution Updating City Council Procedures

Whereas RCW 35A.11.020 provides that “the legislative body of each code city shall have power to organize and regulate its internal affairs...and to define the functions, powers, and duties of its officers and employees”;

Whereas RCW 35A.12.120 provides that “the council shall determine its own rules and order of business, and may establish rules for the conduct of council meetings and the maintenance of order”;

Whereas Council adopted new procedures in Resolution No. 1949 on April 4, 2016;

Whereas Council updated its procedures in Resolution No. 3094 on July 5, 2022;

Whereas Council updated its procedures in Resolution No. 3141 on December 11, 2023;

Whereas the City Council wishes to adopt new procedures to govern itself and increase the efficiency and effectiveness of its meetings;

Now, therefore, be it resolved by the City Council of the City of Anacortes:

Section 1. The procedures attached as Attachment A are adopted.

Section 2. This Resolution shall take effect January 1, 2026.

PASSED by the City Council this 15th day of December 2025.

CITY OF ANACORTES:

Matt Miller, Mayor

Attest:

Steve Hoglund, City Clerk/Treasurer

Attachment A—City Council Procedures

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1 General Provisions

1.1 Authority

- (a) The City Council has broad powers as a legislative body of a noncharter code city, as described in RCW 35A.11.020, including that “the legislative body of each code city shall have power to organize and regulate its internal affairs...and to define the functions, powers, and duties of its officers and employees.”
- (b) RCW 35A.12.120 provides that “the council shall determine its own rules and order of business, and may establish rules for the conduct of council meetings and the maintenance of order.”

1.2 Definitions

- (a) “Chair” means the presiding officer of a meeting; for council meetings, usually the Mayor.
- (b) “Clerk/Treasurer” means the City Clerk/Treasurer or designee.
- (c) “Final action” has the same meaning as in RCW 42.30.020: a collective positive or negative decision, or an actual vote by a majority of the members of a governing body when sitting as a body or entity, upon a motion, proposal, resolution, order, or ordinance.

- 1.3 **Savings.** These rules are meant to provide assistance to the Council and Chair for orderly, cordial, and constructive proceedings. The failure to adhere to any of these rules shall not be cause to nullify, invalidate, void or render unenforceable any action taken or any non-action by the Council or any action by the City in reliance thereon. Without affecting rights otherwise provided by law, no person has any cause of action to challenge any ordinance, resolution, motion, decision, or any act

whatsoever taken by the Council or the City based on any action or nonaction by the Council in violation of, or in alleged violation of, these rules.

1.4 Ex Parte Communication. Staff will provide Council with notice of quasi-judicial matters that may come before City Council for consideration so that Council can avoid ex parte communication in violation of the Appearance of Fairness Doctrine.

2 Officers

2.1 Mayor

- (a) Per RCW 35A.12.100, the Mayor “shall preside over all meetings of the city council when present.”
- (b) The Mayor is an independently elected official of the City of Anacortes with duties and powers established by statute and city code. These procedures do not affect the Mayor’s duties and powers as established by statute or city code; instead, they govern the role of the Mayor in City Council meetings as presiding officer.
- (c) The Mayor does not have a vote on matters before the City Council except in the case of a tie vote as permitted by RCW 35A.12.100 with respect to matters other than the passage of any ordinance, grant or revocation of franchise or license, or any resolution for the payment of money.
- (d) The Mayor may participate in discussion of all issues that come before the Council.

2.2 Mayor Pro Tem.

- (a) Election. The City Council must elect a Mayor Pro Tem from among the Councilmembers at the first Council meeting in January after each general municipal election, and whenever a vacancy occurs.
- (b) Duties and Powers.
 - (1) In case of the absence or temporary disability of the Mayor, the Mayor Pro Tem may perform the duties of the Mayor.
 - (2) In the event of a vacancy in the office of Mayor pursuant to RCW 35A.12.050 or RCW 42.12.010, the Mayor Pro Tem shall perform the duties of mayor and preside over the Council during the interim period starting when the vacancy commences and ending upon the appointment to fill the vacancy pursuant to RCW Chapter 42.12.
 - (3) When acting for the Mayor, the Mayor Pro Tem has the power to:
 - (i) call special meetings;
 - (ii) administer oaths and affirmations;
 - (iii) take affidavits and certify them;
 - (iv) sign all conveyances made by the City and all instruments that require the seal of the City. See RCW 35A.12.100, Duties and Authority of the Mayor.

- (c) Right to vote. The appointment of a councilmember as Mayor Pro Tem does not in any way abridge that councilmember's right to vote upon all questions coming before the Council.
- (d) If both the Mayor and Mayor Pro Tem are unavailable to chair a Council meeting, the Councilmembers in attendance will appoint a chair.

2.3 Clerk/Treasurer.

- (a) Duties. The City Clerk/Treasurer must:
 - (1) Prepare the council meeting agenda.
 - (2) Prepare all City Council meeting notices.
 - (3) Collect and record written public comments.
 - (4) Note any requests for information made during a Council meeting and follow up to ensure the requested information is provided in a timely manner.
 - (5) Note any questions asked by members of the public during the public comment period and forward those questions to the staff member best able to respond.
 - (6) Maintain and publish the list of council committees and their meeting schedules.

3 Council Meetings—Types

3.1 Regular Meetings.

- (a) Regular meetings of the City Council are held on the first, second, third, and fourth Monday of each month at 6:00 p.m., except that when any of these days falls on a holiday, the City Council meets on the next business day.
- (b) The City Council may cancel, postpone, or advance the date of any regular Council meeting, except per RCW 35A.12.110 the City Council may not hold fewer than one regular business meeting in each month.
- (c) Regular meetings are held in in the Council Chambers at City Hall.
- (d) In the event there are no agenda items to be considered at a scheduled meeting, such meeting may be canceled by notification by the Mayor to members of the City Council, the public, and other affected parties.

3.2 Special Meetings.

- (a) A special meeting is any meeting of the City Council other than a regular meeting.
- (b) Per RCW 35A.12.110, a special meeting may be called at any time by the Mayor or by any three council members.
- (c) Notice of special meetings must be provided in accordance with RCW 42.30.080.
- (d) Per RCW 42.30.080(3), final action at special meetings may only be taken on the items on the agenda.

~~(e) An opportunity for public comment will be provided at all Special Meetings.~~

Adjournment. Any regular, adjourned regular, special, or adjourned special meeting may be adjourned in the manner set forth in RCW 42.30.090.

3.4 Continuances. Any meeting or hearing being held, noticed, or ordered to be held by the City Council may be continued to a specified time and place in the manner set forth in RCW 42.30.100.

3.5 Executive Sessions.

- (a) The City Council may hold an executive session without the public as allowed by RCW 42.30.110 at any time during a meeting without a requirement for prior notice.
- (b) When the Council adjourns to an executive session, the Chair must:
 - (1) announce the general topic and the specific RCW authorizing the executive session;
 - (2) specify whether or not the City Council will reconvene afterward and the expected time the City Council will reconvene;
 - (3) announce that the Council will not take any final action in executive session.
- (c) Consistent with RCW 42.30.910, the authorized purposes for executive sessions are to be strictly construed.
- (d) Attendance at executive sessions is limited to councilmembers, the Mayor, and those staff necessary to discuss the subject of the executive session.
- (e) No Councilmember, employee of the City, or any other person present during an executive session may disclose the content or substance of any discussion or action that took place during the executive session, unless authorized to make such disclosure. Any unauthorized disclosure in violation of this subsection would be a violation of RCW 42.23.070(4) and subject the disclosing party to penalties outlined in RCW 42.23.050.
- (f) Any discussions in an executive session with its City Attorney or other legal counsel are subject to the attorney-client privilege.
- (g) The Council may not take any votes or any “final action” as defined by RCW 42.30.020(3) at any executive session.

3.6 Retreats

- (a) The Council may meet in an informal conversation setting for a variety of purposes related to City business. Such meetings constitute special meetings under RCW 42.30.080.

4 Council Meetings—Attendance

4.1 Quorum.

- (a) **Defined.** Per RCW 35A.12.120, a majority of all the members of the City Council constitutes a quorum.
- (b) No business may be conducted without a quorum of councilmembers present or participating in absentia.
- (c) If a quorum is not present at the beginning of a meeting, or if the absence of a quorum arises during a meeting, the presiding officer must adjourn the meeting.

4.2 Attendance Required.

- (a) All Councilmembers must attend all regular meetings of the City Council. Any Councilmember who cannot attend a meeting should notify the Mayor of the reason he or she cannot attend. The Mayor must advise the Council of the reason and entertain a motion to excuse the absence, if any.
- (b) At any regular meeting where a Councilmember is absent, any other Councilmember may move to excuse the absent member. A motion to excuse requires a second and majority vote for passage.
- (c) Per RCW 35A.12.060, a Councilmember is automatically removed from office after failure to attend three consecutive regular meetings without being excused.
- (d) A Councilmember participating in absentia up to twelve meetings per calendar year is not considered absent for the purpose of RCW 35A.12.120 or RCW Chapter 42.30.

4.3 Participation in Absentia.

- (a) **Defined.** Participation in absentia means participation in a council meeting without being physically present.
- (b) A Councilmember participating in absentia must login to the City Council meeting using City provided login credentials, and use the electronic meeting link published by the Assistant to the City Clerk.

5 Council Meetings—Agenda

5.1 Preparation.

- (a) The City Clerk/Treasurer is responsible for preparation of the City Council's meeting agenda.
- (b) The City Clerk/Treasurer must distribute the agenda to Councilmembers and publish it to the City website for regular meetings at least five calendar days prior the meeting.

5.2 Form and Standard Order of Business. Unless modified by the Chair for a single meeting, the agenda must list business in the following order:

- (a) Call to Order / Pledge of Allegiance;
- (b) Announcements and Committee Reports (including a list of Council Committees that met since the prior meeting);
- (c) Public Comment;
- (d) Consent Agenda;
- (e) any public hearings;
- (f) any high-priority business that must be conducted at that meeting;
- (g) any other business.

5.3 Addition of items to the agenda

- (a) A City Department Head may request addition of an item to a Council meeting agenda. An agenda item coversheet is required for all such agenda items.
- (b) Any two Councilmembers, by submitting a written request to the Clerk/Treasurer, may add an item to a Council meeting agenda for a specific date at least 6 days after the request. The Mayor may decline to put a requested item on an agenda if it is inappropriate, untimely, or unrelated to the business of the City. However, if ~~two~~ three Councilmembers support the agenda request, the item must be included on the agenda. An agenda item coversheet is required for all such agenda items.
- (c) A member of the public may suggest or request, in writing, an item for a future Council meeting agenda. The Mayor has discretion to decide whether to add such an item to a Council meeting agenda, and may recommend the item be presented instead to a Council Committee.

5.4 Information from staff

- (a) Staff will provide all materials related to each agenda item in the City Council packet, which will be published the week prior to the meeting. Materials must include any documents or information necessary for Council to fully prepare to discuss and decide on agenda items. ~~Staff may not present new information to Council at a Council meeting, but may summarize materials from the packet in their presentation.~~ If the agenda item includes a physical location, a map must be included.
- (b) Every agenda item must be accompanied by a complete cover sheet that provides key information about that item. The cover sheet must include the following:
 - (1) Background information: Summary of the item and why it is before Council for action.
 - (2) Procedural history: Overview of previous processes taken with respect to the item, e.g. Council Committee consideration, Planning Commission actions, etc.
 - (3) Budget information: The budget impact of the agenda item, and a description of any funding sources, and whether it relates to a project in the Capital Facilities Plan (CFP).
 - (4) Previous actions completed: Summary and links to materials from previous Council action on the agenda item.
 - (5) Staff contact: The name of an individual staff member who Councilmembers may contact if they need additional information.
 - (6) Recommended action if any.
 - (7) Key Terms: For contracts, a concise statement of contract price, term, and other key terms.
 - (8) Competitive Bidding: For contracts, a summary of procurement requirements and process used to select contractor.

~~The Clerk/Treasurer or their designee will record any requests for additional information made by Councilmembers during meetings. The Clerk/Treasurer or designee will forward any such requests to the applicable staff member and follow up to ensure the entire Council receives the requested information.~~

~~(c) Staff will provide Council with notice of quasi-judicial matters that may come before City Council for consideration so that Council can avoid ex parte communication in violation of the Appearance of Fairness Doctrine.~~

6 Council Meetings—Standard Business

6.1 Call to Order.

- (a) The Clerk/Treasurer must note the absence of any councilmember.
- (b) Attendees stand and recite the pledge of allegiance.

6.2 Announcements and Committee Reports.

Councilmembers and the Mayor should make any announcements related to city business that are relevant to the Council or the public.

6.3 Public Comment. See Rule 9 Council Meetings—Public Comment.

6.4 Consent Agenda.

- (a) The Consent Agenda is a list of routine items not requiring discussion or independent action.
- (b) The Council must approve the items on the Consent Agenda as a group, but any Councilmember may remove any item from the Consent Agenda to be considered separately.
- (c) All items on the Consent Agenda (except for minutes and routine payment of claims) require:
 - (1) a completed agenda item coversheet;
 - (2) the complete document for which approval is requested;
 - (3) approval as to content by the relevant department head;
 - (4) approval as to budget by the Clerk/Treasurer;
 - (5) approval as to form by the City Attorney.
- (d) Items eligible for consent agenda include the following.
 - (1) meeting minutes.
 - (2) payment of claims per AMC Chapter 3.02;
 - (3) street fair applications;
 - (4) resolutions to set the date of a public hearing;
 - (5) final decisions on land use applications that received unanimous preliminary approval at a previous meeting;
 - (6) grant agreements ≤ \$250,000;
 - (7) Public Works contracts ≤ \$200,000;
 - (8) purchased or personal services ≤ \$100,000;
 - (9) contracts for goods, materials and supplies not connected to a public works project ≤ \$100,000;

- (10) interlocal agreements ≤ \$50,000 which are continuations of existing relationships commemorated in previous similar interlocal agreements;
- (11) Cost-neutral modifications to interlocal agreements;
- (12) modifications of any contract ≤ \$100,000 or 10% of the total contract amount, whichever is less;
- (13) any item the council has indicated may be placed on the Consent Agenda at a previous meeting.

7 Council Meetings – Work Sessions

7.1 Work Sessions Defined.

- (a) Work Sessions are Council meetings that are less formal than regular business meetings which allow for more in-depth consideration and evaluation of policy topics.
- (b) No ordinances or resolutions may be adopted during Work Sessions.
- (c) Work Sessions should focus on a single or streamlined topic.
- (b) Topics that span more than one Council Committee should be presented and discussed at Work Sessions to comply with the Open Public Meetings Act and avoid serial meetings.
- (c)(d)

~~7.2~~ Frequency.

~~Council will hold a Work Session at least once a month.~~

~~7.3~~ 7.2 Procedures.

- (a) Items may be placed on Work Session agendas following the same procedures as regular Council meetings.
- ~~(b) Work Sessions may be scheduled during a regular Council meeting or may be noted as a Special Meeting.~~
- (c)(b) Council may request specific materials to be prepared by staff in preparation for a Work Session. Staff will prepare packet materials following the same requirements as for regular Council meetings.
- (d)(c) Council may request staff to set up an alternative seating arrangement other than the dais to facilitate collaboration during Work Sessions.

8 Council Meetings—Motions, Voting, and Types of Action

- 8.1 **Debate.** ~~Debate must follow Roberts Rules of Order.~~ The rules contained in the current edition of Robert's Rules of Order Newly Revised will govern the Council in all cases to which they are applicable

and in which they are not inconsistent with these procedures and any special rules of order the Council may adopt.

8.2 Voting.

- (a) All votes may be taken by voice vote except for final votes on the adoption of an ordinance or resolution, which must be by roll call. The Clerk/Treasurer will rotate the order of calling roll call votes every meeting.
- (b) Per RCW 35A.12.120, any vote must be by roll call vote if a council member requests it.
- (c) Per RCW 35A.12.120, the passage of any ordinance, grant or revocation of franchise or license, and any resolution for the payment of money requires the affirmative vote of at least a majority of the whole membership of the council.

8.3 Resolutions.

- (a) **Defined.** A resolution is a written form of a motion.
- (b) The City Council may use a resolution to formalize rules, recommendations, administrative policies, or expressions of opinion; to authorize contracts; and to take other actions that do not require an ordinance.
- (c) A resolution does not require approval of the Mayor. The Mayor's signature on a resolution indicates the Mayor's certification, as presiding officer, that the Council approved the resolution as written.

8.4 Ordinances

- (a) **Defined.** An ordinance is a law of the City. An ordinance is generally required for the following actions:
 - (1) imposing a tax;
 - (2) regulating the conduct of business;
 - (3) revising the Anacortes Municipal Code and other city regulations;
 - (4) adopting or revising the Comprehensive Plan;
 - (5) other items that State law or City policy requires to be enacted by means of an ordinance.
- (b) **Two-read rule.** All regulatory, non-emergency ordinances must be heard at two separate council meetings before they can be adopted.

9 Council Meetings—Public Comment

- (a) **Generally.**
 - (1) The chair should preserve order and decorum at all regular and special meetings of the City Council, in accordance with RCW 43.30.050.
 - (2) Meetings are intended to be of a neutral and businesslike atmosphere.

- (3) 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 the right to free speech.

~~(4) Applause or cheering is prohibited during meetings, except during announcements.~~

- (5) The general public comment period is an opportunity for the public to share information and concerns with the City Council. As such, Councilmembers should not respond to questions during the public comment period.

- (6) Opportunities for public comment may not be used to engage in any campaigning activity that would support or oppose any ballot measure or any candidate for elective office.

(b) Opportunities.

- (1) The agenda may indicate when opportunities for public comment are allowed or invited.
- (2) The mayor or councilmembers may invite additional information, questions, or comments from the public, pertinent to the matters under discussion.
- (3) Public input for quasi-judicial proceedings will be governed by the rules of procedure applicable to the type of proceeding, e.g. only parties of record may comment in appeal hearings.
- (4) Comments on certain matters may be restricted to the date and time they are considered under an agenda, such as those requiring a public hearing or subject to a public participation plan.

(c) Time limits.

- (1) The chair may set uniform time limits or time allocations for testimony as necessary to manage the orderly progress of the meeting.
- (2) Spokesperson for a group. In order to expedite matters and to avoid repetitious presentation, delay or interruption of the orderly business of the Council, whenever any group of persons wishes to address the Council on the same subject matter, the chair may request that a spokesperson be chosen by the group to address the Council. However, being a member of a group shall not preclude an individual from stating that they agree or disagree with the spokesperson, or from presenting additional comments not addressed by the spokesperson.

(d) Method of addressing Council.

- (1) A person desiring to address the Council must first obtain the permission of the chair.
- (2) A person addressing the Council must:

provide their name, city of residence, and, if in Anacortes, their voting ward or neighborhood, for the record;

~~(i) confine their remarks to the agenda item being considered, or for the general public comment period, to matters specifically pertaining to the City of Anacortes.~~

- (3) Commenters are prohibited from using the podium computer to present any type of presentation or media during their comments. Commenters may provide the

Clerk/Treasurer with written materials, which will be distributed to council and the mayor and added to the packet for the meeting.

- (4) Commenters may participate remotely via video conference or via telephone. Commenters using video conference are expected to maintain a clear and professional background, avoiding any slogans or inappropriate content, but may only be recognized to speak if their camera is turned on during the entirety of their comments. The chair may immediately disconnect a remote commenter if they turn their camera off.

(e) Disruptions.

- (1) The chair should maintain control over interruptions and disruptive behavior.
- (2) No person may engage in behavior that interrupts or disrupts the meeting. Disruptive behavior may include:
 - (i) threats, personal attacks, or the use of racial, misogynistic, or gender-related slurs, or abusive language or other disorderly conduct that intentionally disrupts, disturbs, or otherwise impedes orderly conduct of, or attendance or participation in the meeting;
 - (ii) failure to comply with the allotted time allowed for the speaker;
 - (iii) delaying the orderly conduct or progress of the public comment period, including a failure to respect the process of accommodating individuals who wish to provide public comment;
 - (iv) using a comment period for purposeful delay;
 - (v) waving signs, cheering or applauding, or taking disruptive actions. Applause or cheering is only allowed during Announcements. prohibited during meetings, except during announcements.
 - (vi) Commenting on topics other than the confine their remarks to the agenda item being considered, or for the general public comment period, toon matters not specifically pertaining to the City of Anacortes.
- (3) Any person whose comments have been ruled out of order by the chair must immediately cease and refrain from further improper comments. Anyone who persists in making "out of order" comments, interrupting others, or otherwise disrupting the meeting is subject to removal from the meeting.
- (4) In the event that any meeting is interrupted by a person or group of persons so as to render the orderly conduct of such meeting unfeasible, and order cannot be restored by the removal of individuals who are interrupting the meeting, the members of the Council may vote to order the meeting room cleared and continue in session or may adjourn the meeting and reconvene at another location selected by majority vote of the members.

10 Council Meetings—Records

10.1 Recording. City staff must make audio and video recordings of all City Council meetings, and maintain an archive of all such recordings on the City website for access by the public.

10.2 Minutes

- (a) City staff must prepare minutes of all Council meetings and provide to each Councilmember for approval at a subsequent meeting.
- (b) Approved meeting minutes must be published on the City website.

11 Council Committees

11.1 Purpose.

- (a) Council Committees are for the purpose of studying and considering policy issues, and bringing recommendations on issues forward to the full Council for consideration. Issues may be referred to a Committee by the Council for the Committee to review and make a recommendation back to the Council. Issues may also be brought to a Committee's attention by any Councilmember, by City staff, or by the public through a Councilmember or staff. Committees will also assist staff by reviewing issues in advance of their presentation to the full Council.

11.2 ~~No Representation.~~ ~~Council Committees do not represent, and may not speak for, the City Council.~~
Council Committees do not represent, and may not speak for, the City Council.

11.3 Standing Committees.

- (a) The Mayor Pro-Tem must appoint three Councilmembers to each standing committees at the second regular meeting of each year that follows a general municipal election. The appointments must be confirmed by the City Council. The Mayor Pro-Tem should attempt to ensure that Committee membership does not remain the same each term with a goal that each Councilmember will not serve on one Committee for more than two consecutive terms.~~No Councilmember may be appointed for more than two (2) two-year terms on any standing committee.~~
- (b) The following standing committees are established for the purposes described:
 - (1) **Economic Development:** to make recommendations regarding economic development within the City of Anacortes.
 - (2) **Finance:** to make recommendations on the municipal budget, capital facilities financing, and to approve transactions as authorized by municipal code.
 - (3) **Housing Affordability and Community Services and Planning:** to develop a draft strategic plan to improve housing affordability and make recommendations on budget and CDBG grant allocations for social services and make recommendations about land use, comprehensive planning, and development regulations.

- (4) **Information Technology and ~~ACCESS Anacortes~~ Fiber Internet:** to make recommendations regarding City computing policies and procedures and ~~Acess-ACCESS-~~ Anacortes Fiber Internet projects, processes, and procedures.
- (5) **Library and Museum:** to make recommendations regarding Library and Museum policies and procedures.
- (6) **Personnel:** to make recommendations regarding positions and personnel policies.
- (7) **Parks and Recreation:** to make recommendations regarding park, recreation, and trail facilities, activities, and policies.
- (8) **Public Works:** to make recommendations regarding public works and city utilities.
- (9) **Public Safety:** to make recommendations regarding public safety, including the police and fire departments and emergency medical services.

11.4 Ad Hoc Committees. The Mayor Pro-Tem may appoint Ad Hoc Committees to consider and make reports or policy recommendations on specific topics. The appointments must be confirmed by the City Council.

11.5 Committee Meetings.

- (a) Council Committees may set their own meeting times, agendas, and work programs.
- (b) The regular Council Committee meeting schedule must be posted on the City website.
- (c) A Committee may call a special meeting or re-schedule a regular meeting at any time with 24-hour notice consistent with RCW 42.30.080.
- (d) The Committees may prioritize the various issues that are put before them, and determine which ones to work on.
- (e) If an issue is referred to a Committee by Council vote, with a request for the Committee to make a recommendation back to Council, that issue shall have a high priority.
- (f) Duty to avoid a quorum. No more than three Councilmembers may attend any Committee meeting. A Councilmember may not attend a committee meeting in the absence of a regular member to ensure compliance with the Open Public Meetings Act.

~~(g) Topics that span more than one Council Committee should be presented and discussed at Work Sessions to comply with the Open Public Meetings Act and avoid serial meetings.~~

11.6 Committee Reports.

- (a) At regular council meetings, each committee that has met since a prior council meeting should provide a report of the committee's business.
- (b) Committees may request time at a full Council meeting for:
 - (1) discussion of an issue that the Committee is working on; or
 - (2) presentation of the Committee's formal recommendations to the Council with a request for Council action.

- (c) When the Committee members are not unanimous in their recommendation, a minority viewpoint may be presented.

11.7 Council Representatives

- (a) The Mayor Pro-Tem may appoint a Councilmember to be a Council representative or liaison to a community organization, a neighborhood group, a committee or group of another governmental entity, or in some way to coordinate between the Council or City and another group. The appointment must be confirmed by the City Council.
- (b) Council representatives must regularly report to the City Council.

12 Council Communication

- 12.1 Emails.** Councilmembers may communicate with fellow Councilmembers in a manner that does not violate the Open Public Meetings Act. Individual Councilmembers may send emails to all Councilmembers with instructions not to reply all, but Councilmembers may not reply to all Councilmembers in response.
- 12.2 Records.** Councilmembers must retain all records related to communication or business of the City in their native format and produce those records to the Public Records Officer upon request to comply with the Public Records Act at RCW 42.56.

13 Suspension and Amendment of these Procedures

- 13.1 Suspension of the Rules.** Any provision of these rules not governed by other laws may be suspended until the next meeting by 2/3 vote of those Councilmembers present.
- 13.2 Amendment of the Rules.** These rules may be amended or new rules adopted by a vote of at least four Councilmembers, provided that the proposed amendments or new rules must have been introduced at a prior Council meeting.



City Council Agenda Bill

Meeting Date: December 15, 2025 **Agenda Item:** 6.d.

Agenda Item Title: Resolution 3194: City of Anacortes Legislative Priorities — 2026

Staff Contact(s): Emily Schuh

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

Greg Francioch
Emily Schuh
Steve Hoglund
Darcy Swetnam

Resolution

Item Summary: In preparation for the 2026 Washington State Legislative Session, staff prepared legislative priorities for the City Council to review. Having established legislative priorities assists the Mayor and staff and ensures consistent messaging with our legislators. The proposed priorities take into consideration concerns of the City, Skagit County, and the Association of Washington Cities.

Budget Impact:

Previous Action: Each year the City Council reviews and establishes legislative priorities.

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. Resolution 3194 Legislative Priorities 2026
2. Legislative Priorities 2026 FINAL

RESOLUTION NO. 3194

**A RESOLUTION OF THE CITY OF ANACORTES, WASHINGTON,
APPROVING THE 2026 LEGISLATIVE PRIORITIES**

WHEREAS, during the 2026 Washington Legislative Session, the City Council desires to provide input to the Senators and Representatives who represent the City's constituents pertaining to the development of laws that will have a significant effect on the City's ability to provide a wide variety of services to its constituents; and

WHEREAS the 2026 Legislative Priorities are the documents that set forth the City Council's policy position on broad public policy areas that are of concern to the City: and

WHEREAS, during the 2026 Legislative Session, proposed legislation in other areas of concern to the City will be monitored and reviewed with City Council when appropriate: and

WHEREAS it is the intent of the City Council to take positions of support or opposition to proposed legislation impacting the City and to lobby the legislature based on these positions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, AS FOLLOWS:

1. The City's 2026 Legislative Priorities attached hereto and incorporated herein are hereby approved.
2. By adopting the 2026 Legislative Priorities, City Council may support or oppose proposed legislation consistent with these positions and direct staff to lobby on their behalf.

PASSED AND ADOPTED this ____ day of _____

CITY OF ANACORTES, WASHINGTON

By: _____
Matt Miller, Mayor

ATTEST:

By: _____
Steven D. Hoglund, City Clerk

APPROVED AS TO FORM:

By: _____
Darcy Swetnam, City Attorney



STATE HIGHWAY MAINTENANCE WITHIN ANACORTES

Support transportation budget provisions that fully fund state-route maintenance within city limits and prevent cost-shifting to local jurisdictions. Seek cost-share funding for HWY 20/Commercial Avenue repair and preservation to complete-street standards, work the City is currently covering with local funds.



COMMUNITY EVENT FACILITY

Pursue inclusion in the next Capital Budget cycle and eligibility in state grant programs for community, tourism, and cultural facilities. Seek financial support for a joint City/Port project to design and construct a new community event center. The City is using LTAC funds to offset costs and support local economic development.



INDIGENT DEFENSE FUNDING AND WORKLOAD SUPPORT

Advocate for reintroduction and passage of legislation, increasing the state's share of indigent-defense costs and supporting workload reductions. HB 1592 (2025) proposed a 50/50 state-local cost share and received hearings but did not advance.



BEHAVIORAL HEALTH TREATMENT CAPACITY

Support the countywide North Star initiative to expand behavioral-health treatment and homelessness response capacity. Seek continued and increased capital and operating funding, including start-up and long-term operational support for local facilities.



NUTRIENT GENERAL PERMIT -WASTEWATER TREATMENT IMPACTS

Ensure state rulemaking incorporates affordability for ratepayers, realistic compliance timelines, and thorough cost-benefit analysis when adopting new nutrient-reduction requirements for wastewater treatment plants. Significant state funding will be necessary to support infrastructure upgrades and compliance.



City Council Agenda Bill

Meeting Date: December 15, 2025 **Agenda Item:** 6.e.

Agenda Item Title: Resolution 3195: Setting the Date for a Public Hearing

Staff Contact(s): Darcy Swetnam

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

Greg Francioch

Resolution

Darcy Swetnam

Steve Hoglund

Item Summary: This Resolution schedules a public hearing to consider a vacation petition filed by Strandberg Construction to vacate a portion of unopened alleyway near 17th Street adjacent to 2607 and 2619 17th Street. This is in connection to a proposed subdivision of the adjacent property.

Budget Impact:

N/A

Previous Action: N/A

Recommended Motion: I move we approve the consent agenda.

Alternative Actions: N/A

Attachments (listed in order presented):

1. 251215 - Resolution 3195

RESOLUTION NO. 3195

**A RESOLUTION FIXING A TIME WHEN A PETITION FOR VACATION
MAY BE HEARD AND DETERMINED BY THE CITY COUNCIL IN
SETTING A PUBLIC HEARING DATE.**

WHEREAS, a petition for the vacation of the below described property has been signed by the requisite number of abutting property owners and filed with the City Clerk of the City of Anacortes; and

WHEREAS, RCW 35.79.010 requires a time to be fixed for a public hearing on said matter; now, therefore,

**BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ANACORTES,
WASHINGTON, AS FOLLOWS:**

Section I. That certain petition asking for the vacation of a portion of alleyway described in Section II. shall be heard and determined by the City Council and a public hearing shall be heard thereof on the **9th day of February 2026.**

Section II. A portion of unopened right of way designated for alley use half a block off 17th Street adjacent to 2607 and 2619 17th Street bisecting tax parcel #P57855.

**INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY
OF ANACORTES on this 15th day of December 2025.**

Matt Miller, Mayor

Approved as to form and legality:

ATTEST:

Darcy Swetnam, WSBA #40530
City Attorney

Steven D. Hoglund, City Clerk Treasurer



City Council Agenda Bill

Meeting Date: December 15, 2025 **Agenda Item:** 6.f.

Agenda Item Title: Findings of Fact and Conclusions of Law on the SEPA Appeal

Staff Contact(s): Darcy Swetnam

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

Greg Francioch

Motion

Darcy Swetnam

Item Summary:

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. 251215 Munce SEPA DNS Appeal - FOF COL
2. Written Public Comment - Ian Munce - Comprehensive Plan Update

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8 BEFORE THE CITY COUNCIL
FOR THE CITY OF ANACORTES

9 In the Matter of the Appeal of

10 Ian Munce

11
12 Of SEPA Determination of Nonsignificance of
13 Ordinance 5013 and 5014.

CITY COUNCIL’S FINDINGS OF FACT,
CONCLUSIONS OF LAW, AND DECISION

14
15
16 This case came before the Anacortes City Council for consideration on the written submissions
17 on December 8, 2025. The City Council of the City of Anacortes, having considered all written
18 submissions, makes the following Findings of Fact, Conclusions of Law, and Decision in the
19 above-captioned matter. Any finding of fact that should more properly be deemed a conclusion
20 of law and any conclusion of law that should more properly be deemed a finding of fact shall be
21 so construed.
22
23
24
25

City Council’s Findings of Fact, Conclusions of Law, and Decision - 1

City of Anacortes
904 6th Street
Anacortes, WA 98221
(360) 299-1950

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I. Findings of Fact

1. We hereby adopt as findings of facts all statements in the Declaration of Planning Manager, Libby Grage.
2. The present appeal is of a determination of nonsignificance (DNS) issued on September 10, 2025, by Planning Community and Economic Director John Coleman regarding the City's periodic comprehensive plan update and development regulations update in Ordinances 5013 and 5014.
3. Appellant Ian Munce filed an appeal of the DNS on September 11, 2025.
4. The present appeal was of a nonproject action, subject to appeal procedures in AMC 18.04.250. The appeal followed all proper procedures, was properly before City Council, and the appellant was given ample notice to provide arguments.
5. The addended SEPA checklist provided by City planning staff on November 25, 2025, was an additional environmental document used to provide additional information that did not change the analysis of significant impacts and alternatives in existing environmental documents pursuant to WAC 197-11-706.
6. City Council received, reviewed, and considered all written submissions in the present appeal, including the appellant's appeal, opening brief, and Exhibits 1-9, and the City's answer to appeal, supplement to answer, Declaration of Libby Grage, Determination of Nonsignificance, and Exhibits A, B, and C, in reaching its decision.

City Council's Findings of Fact, Conclusions of Law, and Decision - 2

City of Anacortes
904 6th Street
Anacortes, WA 98221
(360) 299-1950

- 1 7. Appellant Munce’s “Online Reconnaissance” report does not provide useful analysis in the
2 present appeal and does not include relevant field work, testing, or delineation.
- 3 8. The City used proper growth allocation numbers in considering the 2025 Update, which
4 includes planning for a total population of 22,971 residents by 2045.
- 5 9. The City properly evaluated stormwater and wastewater impacts in issuing the DNS,
6 including considering the draft plans.
- 7 10. The City’s critical areas are properly protected by its critical areas regulations, and the City
8 takes appropriate and reasonable enforcement action.
- 9 11. The Courts Order in Skagit County Superior Court Cause number 24-2-00221-29 is not
10 relevant to the present case and Appellant Munce’s assertion that it demonstrates a statement
11 from the Court that the City is required to enforce critical areas regulations in a particular
12 way is incorrect.

13 14 15 16 17 **II. Conclusions of Law**

- 18 1. Appellant Munce was not vested to any procedures in place at the time he filed his appeal.
- 19 2. In the present appeal, the original SEPA DNS is presumptively correct, Appellant Munce
20 bears the burden of proof, and the appeal was subject to the clearly erroneous standard.
- 21 3. Appellant Ian Munce failed to meet his burden of proof that the DNS issued in this case was
22 clearly erroneous.

- 1 4. The issued SEPA DNS was based on a thorough Environmental Checklist that properly
2 considered all probable adverse environmental impacts of the proposed nonproject action.
3
4 5. The City appropriately phased environmental review for the periodic update.
5
6 6. The addended SEPA checklist provided by City planning staff on November 25, 2025, did
7 not require the issuance of a new determination in accordance with WAC 197-11-600(4).
8
9 7. The addended SEPA checklist was provided to add information or analysis that did not
10 substantially change the analysis of significant impacts and alternatives used in issuing the
11 DNS, as allowed by WAC 197-11-706.
12
13 8. The present case is distinguishable from the scenario in *King County v. Friends of*
14 *Sammamish Valley* because the City properly considered all probable adverse environmental
15 impacts in issuing the DNS.
16
17 9. An Environmental Impact Statement (EIS) is not required for Ordinances 5013 and 5014.

18 19 20 21 22 23 24 25 **III. Decision**

Based on the foregoing information and analysis and the pleadings submitted by the parties,
the City Council hereby denies the appeal of the SEPA threshold determination of
nonsignificance issued by Director John Coleman for Ordinances 5013 and 5014 filed by Ian
Munce.

Adopted by the City Council of the City of Anacortes on this 15th day of
December, 2025.

City Council's Findings of Fact, Conclusions of Law, and Decision - 4

City of Anacortes
904 6th Street
Anacortes, WA 98221
(360) 299-1950

1 _____
2 MATT MILLER, MAYOR

3 Approved as to form and legality:
4 _____

ATTEST:
5 _____

6 Darcy Swetnam, WSBA# 40530
7 City Attorney

Steve D. Hoglund, City Clerk Treasurer

8
9
10 Judicial Appeal: AMC 18.04.250 – Notice of appeal of any final action taken under this title must
11 be filed with the Growth Management Hearings Board and served on the city clerk within 60 days
12 of the date on which such final action was taken. For purpose of appeals from decisions of the
13 Anacortes City Council, the “date of final action” shall mean the date on which the city council
14 entered its Findings of Fact, Conclusions of Law, and Decision.
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From: [Ian Munce](#)
To: ConmpPlan@cityofanacortes.gov
Cc: [CityClerk](#)
Subject: Comprehensive Plan Comments for December 11, 2025
Date: Wednesday, December 10, 2025 3:57:53 PM
Attachments: [S011001369_2512101339001.pdf](#)
[S011001369_2512101339002.pdf](#)
[S011001369_2512101339000.pdf](#)

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

Dear City Council,

1. Following on from my SEPA Appeal of September 11, 2025, I identified in my briefing that most of the City's answers in their September 9, 2025 SEPA Checklist Element B were Non-Responsive, Not- Credible, and/or Disingenuous. My detailed comments on the City's answers in Element B are simply not responded to in the Revised SEPA Checklist/DNS dated November 20 2025 and issued November 26, 2025

2. In this same September 11 appeal, I raised issues relative to the recently released *Draft Sewer Plan, October 2025*. This *Draft Sewer Plan* includes a Draft SEPA Checklist as Appendix B and this *Plan* is now added to the list of foundational documents described in the Revised SEPA Checklist Element A. In an abundance of caution I will need to assume for purposes of Appeal that City staff made some use of this Draft Checklist and address each item in this Checklist in my SEPA Appeal of the November 26 SEPA Action.

3. To date, I have found no authorization for the City to revise a SEPA Checklist and use an earlier the Declaration of Environmental Non-Significance without re-issuing a modified SEPA Determination for public review and comment. Attachment A. In fact, the Washington State Department of Ecology actually calls for a new SEPA Determination to accompany new information in a new SEPA Checklist. Attachment B, paragraph three.

4. As to the November 26 SEPA Checklist Element D, Non-Project Actions, the staff submissions in the Revised SEPA Checklist are woefully inadequate as will be addressed and described in my new SEPA Appeal Briefing. My new SEPA Appeal will be of the Administrative Decision to publish and act upon a Revised SEPA Checklist without reissuing a new SEPA Determination for public review and comment and of the continued use of answers that are Non-Responsive, Not-Credible, and/or Disingenuous, Attachment C.

Ian Munce
1711 Quail Drive

ATTACHMENT A

Staff Reports & Recommendations

- Comprehensive Plan Update – Staff Report and Recommendation
- Future Land Use Map amendments – Staff Report & Recommendation

Public Comments

- Written comments received
- Public Comment Summary & Response Matrix (Draft 9/19/25)

SEPA Determination and Checklist

The City of Anacortes issued a SEPA (State Environmental Policy Act) Determination of Non-Significance (DNS) for the 2025 Comprehensive Plan and Development Regulations update on September 10, 2025. On November 24, 2025, the City issued an updated SEPA checklist, which provided additional detail and analysis but does not alter the September 10, 2025 SEPA DNS issued for the proposal.

- Updated SEPA Checklist (rev. 11/20/25)
- SEPA Determination of Non-Significance (DNS) (Issued 9/10/25)
- SEPA Environmental Checklist – (9/9/25)

Additional Project Information

M e e t i n g & E v e n t I n f o P r o j e c t	Date	Meeting/Event	Topic / Notes	Ad vis ory
	Upcoming			
	December 15, 2025	City Council	2025 Comp Plan/Dev Regs review & discussion; potential action	M e e t i n g D e b a t e
	Past			
	November 24, 2025	City Council	2025 Comp Plan/Dev Regs review &	M e e t i n g D e b a t e

Revising and adopting existing documents

We provide guidance for lead agencies using existing SEPA documents.

For decisions on the same proposal, existing SEPA documents can be revised and supplemented to provide new information. Instead of preparing a new environmental checklist or Environmental Impact Statement (EIS), agencies can adopt and use previous reviews that include a relevant analysis of all or part of a new proposal.

Revising SEPA documents for the same proposal

The lead agency is responsible for completing the environmental review process for all agencies with jurisdiction. This means other agencies with jurisdiction do not prepare separate SEPA documents or adopt the environmental documents issued by the lead agency for the same proposal.

However, SEPA documents do not have arbitrary expiration dates and can be modified — including revised Determinations of Nonsignificance (DNS), EIS Addendums, or Supplemental EIS — to better inform a pending agency decision. Modifying, revising, and supplementing exiting SEPA documents can be done for the same proposal.

If a DNS or mitigated determination of nonsignificance (MDNS) was previously issued and new information warrants additional analysis, the lead agency can withdraw or modify the DNS and issue a Revised DNS with additional supporting information such as a new staff report, or a new or revised checklist or addendum.

A draft EIS can be modified using an addendum or changes can be reflected in a revised draft EIS. A final EIS can be modified by issuing an addendum or supplemental EIS.

If a proposal is delayed so new permits must be applied for after SEPA review is done, then the additional review process could be limited to:

- Verifying that there is no new environmental information.

- Determining regulatory changes or changes to the proposal require additional SEPA review.

Any notice and comment provided for the underlying permit should still include previous SEPA documents to ensure the permitting agency considers any new or additional information.

Adopting previous SEPA reviews for new proposals

If the impacts associated with a new proposal have been adequately evaluated in a previously-issued SEPA or NEPA document, the document can be adopted to satisfy SEPA requirements. While a lead agency may adopt all or part of the information and environmental analysis in the adopted documents, they will need to make a new threshold determination.

Using existing documents is particularly important cities and counties planning development under the state [Growth Management Act \(GMA\)](#) . Jurisdictions that have completed an environmental analysis for their comprehensive plans and development regulations can use the analysis as starting point for reviewing individual projects, allowing them to focus just on those aspects that have yet to be addressed. GMA cities and counties can also use the new Planned Action process in which formal SEPA review is done before proponents submit permit applications for projects.

Agencies can only use documents from a previous SEPA or NEPA review. This is why it is critical to provide a thorough description of the current proposal and clearly identify the SEPA documents being adopted.

ATTACHMENT C



PLANNING, COMMUNITY, & ECONOMIC DEVELOPMENT DEPARTMENT

Mailing Address: P.O. Box 547, Anacortes, WA 98221 Office

Location: 904 6th Street, Anacortes WA 98821 Phone: (360)

299-1984

APPEAL OF ADMINISTRATIVE DECISION

An appeal of a Type 1 or Type 2 decision must be filed using this form. Attach any additional pages that are needed.

DECISION BEING APPEALED	
CITY FILE NUMBER:	PERMIT/ACTION TYPE:
SITE ADDRESS: Citywide	Administrative Decision not to Issue a New DNS to Accompany a Revised SEPA Checklist (and Sewer Plan) and not to Issue a SEPA Declaration of Significance
DECISION/DETERMINATION: Use of a Revised SEPA Checklist for 2025 Comprehensive Plan/Development Regulation Periodic Update without Issuance of a New SEPA Determination	DATE OF DECISION/ACTION: November 26, 2025
APPELLANT INFORMATION	
NAME: Ian Munce	MAILING ADDRESS: 1711 Quail Drive
CITY, STATE, ZIP: Anacortes, WA 98221	PHONE #: 360-333-1646
Describe your STANDING to appeal:	
Munce is a property owner and long-time resident of the City of Anacortes. He has established participation standing under SEPA and the Growth Management Act.	
CITY OF ANACORTES Received this <u>9th</u> day of <u>December</u>, 20<u>25</u> at <u>10:00</u> AM/PM <u>R.P.</u> City Clerk	

APPEAL INFORMATION

A. Appellant's statement of grounds for appeal and the facts upon which the appeal is based, with specific references to the facts in the record.

Appellant Munce asserts that the Administrative Decision to issue a Revised SEPA Checklist on November 26, 2025 with substantive new information and a new plan (*2025 Draft Sewer Plan*) together with the use of an earlier September 9, 2025 Declaration of Non-Significance (DNS) must be overturned, and a new SEPA threshold determination made and published for public and agency comment.

1. The Revised SEPA Checklist, issued November 26, now includes the *2025 Draft Sewer Plan*, a Plan that includes a Draft SEPA Checklist as Appendix B.
2. The SEPA Checklist included in this Plan has answers after answers that are Non-Responsive, Not-Credible, and/or Disingenuous; this SEPA Checklist is unsigned.
3. Addition of a foundational document such as the *2025 Draft Sewer Plan* to an existing September 9 Checklist in a November 26 Revised SEPA Checklist without issuing a new SEPA threshold determination violates standard SEPA practice, Washington State Department of Ecology guidance, and the Rules articulated by the State Supreme Court in *Sammamish Valley*.
4. The City cannot reasonably rely on existing development regulations when it asserts the right to pick and choose which development regulations to apply to which properties and to which applicants.

Appeal: Administrative Decision

SIGNATURE

I have read the appeal and believe the contents to be true.

Signature: _____ Date 12/08/2025

Printed Name: Ian Munce, J.D., AICP

Appeal: Administrative Decision

Updated November 2021

Page 2 of 2



City Council Agenda Bill

Meeting Date: December 15, 2025 **Agenda Item:** 6.g.

Agenda Item Title: Contract Award: CivicPlus Web Services Consolidation #26-023-ITS-001

Staff Contact(s): Emily Schuh, Jose Cervantes

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

Item Summary: City staff seeks City Council consent to award a contract to CivicPlus, LLC to consolidate 4 current contracts for subscription services, as well as add a new subscription for AudioEye, which is a partnership that integrates an automated accessibility solution to help municipal websites comply with digital accessibility standards, such as the Americans with Disabilities Act (ADA). It works by automatically fixing many accessibility issues in real-time, while expert-led remediation handles more complex problems and provides ongoing monitoring and legal protection. The initial term of the AudioEye subscription will begin upon contract execution and continue through 6/29/2027, whereas the consolidation of the subscriptions for Emergency and Mass Notification System, SSL Management, Website Hosting and Support, SSL Certificate for cityofanacortes.org, SSL Certificate for anacorteswa.gov. IdP Integration, CloudFlare Tier, 1 Security Protection, Social Media Archiving, Agenda and Meeting Management, and CP Media will begin on 6/30/2026. All terms will automatically renew for additional 1 year terms unless terminated within 60 days of the renewal date.

Background:

1. History: Problem: The City currently manages multiple CivicPlus contracts for various web services, each with different scopes of work, expiration dates, and points of contact. This results in inefficient oversight, redundant administrative effort, and potential for service gaps.

Proposed Solution: To address this, the City of Anacortes proposes to consolidate all existing web services under a single, comprehensive contract.

Anticipated Benefits: Streamlined Management: Managing a single contract versus multiple contracts will drastically reduce administrative burden.

Improved Oversight: A unified approach allows for better quality control, performance evaluation, and adherence to security standards.

Risk Mitigation: A single expiration date and clear, unified terms mitigate the risk of contracts lapsing and ensure continuous service.

2. Key Terms:

- The terms and conditions of the Master Services Agreement #[23-314-ITS-002](#) which was negotiated by both parties and executed in 2024 apply.
- The initial term from execution-6/29/2027 for AudioEye has an initial cost of \$4,725.00. An annual uplift of 5% will be applied thereafter.
- The initial term for the consolidated subscription services is from 6/30/2026-6/29/2027 for \$39,787.46, with an annual uplift of 5% applied thereafter.

3. Competitive Bidding: Ongoing software subscriptions are considered a service and therefore not subject to any competitive bidding requirements.

Budget Impact:

Vendor	CivicPlus, LLC
Contract Amount	\$44,512.46 for the initial term, 5% increase thereafter
BARS #	001.220.518.80.41
Budget Amendment Required?	No

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract #26-023-ITS-001 with CivicPlus, LLC for the consolidation of web services.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 26-023-ITS-001

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-99081-1

4/25/2025 4:56 PM

12/31/2025

Client:

City of Anacortes, WA

Bill To:

ANACORTES CITY, WASHINGTON

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Eric Petersen		eric.petersen@civicplus.com		Net 30

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	AudioEye Managed	AudioEye Managed: https://www.anacorteswa.gov/

Initial Term	Beginning at signing and ending 6/29/2027, Renewal Term 6/30 each calendar year
Initial Term Invoice Schedule	Year One Annual Total invoiced upon the signature date of this Agreement, subject to proration if the term begins at signing. Subsequent Annual Totals invoiced every 12 months starting at Renewal Term.

	Annual Subscription	One Time Fees	Annual Total
Year One	USD 0.00	USD 0.00	USD 0.00
Year Two	USD 4,725.00		USD 4,725.00
Subtotal			USD 4,725.00
Annual Recurring Services Starting Year 3			USD 4,961.25
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date		
Annual Uplift	5% to be applied in year 2		

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement signed by the parties on May 30, 2024 (COA-#23-314-ITS-002). Additionally, this SOW is subject to the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Total Investment – Initial Term to be prorated based on signature date.

Acceptance of Quote # Q-99081-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Matt Miller

Printed Name:

Title:

Mayor

Title:

Date:

Date:

Organization Legal Name:

City of Anacortes

Billing Contact:

Megan Angier

Title:

Accounts Payable

Billing Phone Number:

360-854-4074

Billing Email:

accountspayable@anacorteswa.gov

Billing Address:

PO Box 547

Anacortes, WA 98221

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

26-023-ITS-001

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-110569-1

10/28/2025 3:01 PM

12/27/2025

Client:

City of Anacortes, WA

Bill To:

ANACORTES CITY, WASHINGTON

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Maggie Brown		maggie.brown@civicplus.com		Net 30

Notification - 87192

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Communicator Unlimited SMS + Unlimited Emergency Voice	Emergency and Mass Notification platform with multi-channel alerting, geo-targeting, polling, mobile apps. Unlimited SMS for all communications. Voice minutes for emergencies. Includes NOAA integration, IPAWS, and white/yellow page data for emergencies.	USD 8,505.00

Websites - 91121

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	CivicPlus GCMS All-Inclusive	DNS Hosting for .GOV Annual Fee: URL	USD 7,216.51
1.00	48 Month Redesign Ultimate Annual - CivicEngage Central	48 Month Redesign Ultimate Annual - CivicEngage Central	USD 0.00
1.00	Website: Platform IdP Integration Annual Fee	Platform IdP Integration Annual Fee	USD 1,859.48
1.00	Guardian Security (Cloudflare WAF/CDN)	Cloudflare Tier 1 WAF/CDN security protection	USD 630.00
2.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: URL	USD 186.90

SMA - 97487

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Social Media Archiving Subscription - Unlimited Accounts & Up To 3.5k Records Per Month - Includes Risk Management Analytics (RMA) \$499 Renewal	Social Media Archiving Subscription - Unlimited Accounts & Up To 3.5k Records Per Month - Includes Risk Management Analytics (RMA) and Web Snapshots	USD 6,931.86

AMM - 111278

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Agenda and Meeting Management- Standard Annual Fee Renewal	Agenda and Meeting Management- Standard	USD 5,421.64
1.00	CivicPlus Media: Annual Fee Renewal	CP Media Annual - Premium (Unlimited Storage)	USD 9,036.07

Total Investment - Initial Term	USD 39,787.46
Annual Recurring Services (Subject to Uplift)	USD 39,787.46

Initial Term	6/30/2026 - 6/29/2027, Renewal Term 6/30 each calendar year
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement signed by the parties on May 30, 2024 (COA-#23-314-ITS-002). This Agreement supersedes and replaces prior agreement 24-281-ITS-001 effective on the start date of 6/30/2026 (Initial Term) of Quote #Q-110569-1. Additionally, this SOW is subject to the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-110569-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Matt Miller

Title:

Title:

Mayor

Date:

Date:

Organization Legal Name:

City of Anacortes

Billing Contact:

Megan Angier

Title:

Accounts Payable

Billing Phone Number:

360-854-4074

Billing Email:

accountspayable@anacorteswa.gov

Billing Address:

PO Box 547

Anacortes, WA 98221

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

26-23-ITS-001



City Council Agenda Bill

Meeting Date: December 15, 2025 **Agenda Item:** 6.h.

Agenda Item Title: Contract Modification: Whistle Lake Road Pipe Arch Modifications
- Design #25-044-WTR-001

Staff Contact(s): Logan Lee, Terry Nemeth

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

Item Summary: City staff seeks Council consent to issue a contract modification to HDR Engineering, Inc. in the amount of \$12,287.00, increasing the total contract price to \$57,107.00, due to project changes requiring additional structural design.

Background:

1. **Reason for Contract Change:** During the work of this originally scoped task, additional structural design elements beyond what was anticipated in the original scope of work were identified, resulting in necessary additional work. This work required structural calculations, CAD drafting, and five additional structural drawings resulting in the added costs reflected in the amended fee section herein.
2. **History:** The City owns and operates a system of water transmission pipe infrastructure that conveys water from the City's water treatment plant to the City's water distribution system. The older of the City's two transmission lines includes a pipe arch which serves as a relief point for excess hydraulic grade in this pipeline. As hydraulic grade increases in the line it gradually overflows the pipe arch and is discharged into a storm drain following dechlorination. This existing pipe arch does not provide an airgap or screening and is a potential source of contamination in the City's water supply. To address this concern, HDR will design modifications to the pipe arch to provide an air gap and duckbill valve which is an approved measure by the Washington Department of Health (DOH) to address risk of pest entry into the potable water system.
3. **Key Terms:** increase of \$12,287.00, no change in term.
4. **Competitive Bidding:** Per RCW 39.80 this engineering consultant was selected based on qualifications from the City's MRSC Consultant Roster to provide a proposal for this scope of work.

Budget Impact:

Consultant	HDR Engineering, Inc.
Original Agreement Amount	\$43,500.00
Modification 01	\$0
Current Agreement Amount	\$44,820.00
Change Per This Modification	\$12,287.00
Total After Modification	\$57,107.00
Earmarked Funds	\$57,107.00
BARS #	401.730.534.30.48
Paid on Contract as of 12/8/25	\$39,927.64
Budget Amendment Required?	No
Start Date	Contract execution
End Date	12/31/25

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract modification with HDR Engineering, Inc. under Contract #25-044-WTR-001, in the amount of \$12,287.00 increasing the total contract price to \$57,107.00.

Alternative Actions: Not approve the modification.

Attachments (listed in order presented):

1. 25-044-WTR-001 - Modification 02



Date December 15, 2025
Page 1 of 1 Page

Contract Title WHISTLE LAKE ROAD PIPE ARCH MODIFICATIONS - DESIGN
Consultant HDR ENGINEERING, INC.

BACKGROUND

This modification is issued in accordance with Article 21, Changes/Additional Work and provides for an addition to the Scope of Work due to project changes requiring additional structural design. Accordingly, the contract price is increased by \$12,287.00, from \$44,820.00 to \$57,107.00, and the following changes are incorporated under this contract:

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

“Per Modification 02, the Consultant will perform additional structural design as specified in Exhibit B, which is attached hereto and incorporated by reference.”

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

“The services provided under this Agreement shall be on a time and materials basis not-to-exceed **Fifty-Seven Thousand One Hundred Seven Dollars (\$57,107.00)**. The per task estimates are detailed in Exhibits A and B.”

All other terms of the contract remain unchanged.

CITY OF ANACORTES

HDR ENGINEERING, INC.

By _____

By _____

Date _____

Date _____

Original Agreement Amount	<u>\$44,820.00</u>	Original Contract Completion Date	<u>6/30/2025</u>
Current Agreement Amount	<u>\$44,820.00</u>	Current Contract Completion Date	<u>12/31/2025</u>
Change Per this Modification	<u>\$12,287.00</u>	Net Change	<u>0 Days</u>
Total After Modification	<u>\$57,107.00</u>	Contract Completion Date After Change	<u>12/31/2025</u>

**AGREEMENT #25-044-WTR-001
EXHIBIT B**

**Anacortes
Whistle Lake Road Pipe Arch Modifications**

Scope of Services

November 17, 2025



**555 110th Avenue NE
Suite 1200
Bellevue, WA 98004-4361
(425) 586-5100**

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Deliverables.....	2
Schedule	2
Fee	2

EXHIBIT B

SCOPE OF SERVICES

Amendment 2

Background

The City of Anacortes (City) owns and operates a system of water transmission pipe infrastructure that conveys water from the City's water treatment plant (WTP) to the City's water distribution system. The older of the City's two transmission lines includes a pipe arch which serves as a relief point for excess hydraulic grade in this pipeline. As hydraulic grade increases in the line it gradually overflows the pipe arch and is discharged into a storm drain following dechlorination. This existing pipe arch does not provide an airgap or screening and is a potential source of contamination in the City's water supply. To address this concern, HDR will design modifications to the pipe arch to provide an air gap and duckbill valve which is an approved measure by the Washington Department of Health (DOH) to address risk of pest entry into the potable water system.

During the work of the original scope, project changes occurred requiring additional structural design and necessitating a contract amendment. The project changes and subsequent adjustments to the project budget are presented below.

Scope of Services

Task 100 Project Management

No changes to original scope – reallocation of remaining budget

Task 200 Pipe Arch Modification Design

Objective

No changes to original scope.

HDR Services

During the work of this originally scoped task, additional structural design elements beyond what was anticipated in the original scope of work were identified, resulting in necessary additional work. This work required structural calculations, CAD drafting, and five additional structural drawings resulting in the added costs reflected in the amended Fee section herein.

Client Responsibilities

No changes to original scope.

Assumptions

No changes to original scope.

Deliverables

No changes to original scope.

Schedule

No changes to original scope.

Fee

The total budget with amendment is **\$57,107**. The table below is a summary of the fee for this project broken down by task. Expenses and subconsultants will be billed at a 5% markup.

Task #	Task Description	Original	Amendment 1	Amendment 2	Total
100	Project Management	\$6,120	\$0	-\$4,002	\$2,118
200	Pipe Arch Modification Design	\$38,700	\$0	\$16,289	\$54,989
		\$44,820	\$0	\$12,287	\$57,107

LABOR ESTIMATE, HDR ENGINEERING STAFF

City of Anacortes: Whistle Lake Road Pipe Arch Modifications

Contract Title / Project Role Billing Rate		Dunning, Matthew Gregory (Matt)	Campbell, Jerry L	Aleman Hernandez, Juan Bautista	Iannelli, Michael Joseph	Rastogi, Astha	Hijazi, Mohamad H	Kuhns, David W Jr.	Gordon, Alexis Karl (Alex Gordon)	Total Labor Hours	Total Labor Dollars
		Water/Wastewater EIT	Senior CADD Technician	Senior Structures Project Engineer	Civil Engineer	Structural Technical Specialist	Senior Structural Engineer	Senior Water/Wastewater Engineer	Drinking Water Design Manager		
		134.78	147.26	310.53	207.68	172.96	336.67	228.54	246.24		
1	Project Management	-29.69	0	0	0	0	0	0	0	-29.69	\$ (4,001.62)
	Project Setup	-29.69								-29.69	\$ (4,001.62)
	Project Mgmt Plan / Quality Mgmt Plan / HASP									0	\$ -
	Coordination and Monitoring									0	\$ -
	Invoicing / Status Reporting / EV / WorkPlan									0	\$ -
										0	\$ -
	Project Closeout									0	\$ -
2	Pipe Arch Modification Design	24	43	4	13	2	3	3	3	95	\$ 16,289.13
	Draft Drawings	10	15	4	5			2	3	39	\$ 7,033.02
	Final Drawings		20					1		21	\$ 3,173.74
	Specs	10	8		8	2				28	\$ 4,533.24
	Review Meeting	4					3			7	\$ 1,549.13
	Bidding Support									0	\$ -
	Site Visit									0	\$ -
Task Total Hours		-5.69	43.00	4.00	13.00	2.00	3.00	3.00	3.00	65.31	
Task Total Fee		\$ -	\$ 6,332.18	\$ 1,242.12	\$ 2,699.84	\$ 345.92	\$ 1,010.01	\$ 685.62	\$ 738.72		\$ 12,287.51



City Council Agenda Bill

Meeting Date: December 15, 2025 **Agenda Item:** 6.i.

Agenda Item Title: Contract Award: WWTP Technical Support Master Services Agreement #26-029-SEW-001

Staff Contact(s): Logan Lee, Brian Walker

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$95,000.00 to Quality Controls Corporation (QCC) for the annual service of the WWTP SCADA system. The primary responsibility of maintenance, integration and emergency response for the WWTP's automated systems falls upon this contractor. We seek to continue this relationship in 2026.

Background:

1. **History:** QCC has provided the technical support for the WWTP SCADA system for the past 15 years. The maintenance requirements of the WWTP's aged SCADA system requires both a high level of professional expertise and institutional knowledge which has been provided by QCC on an ongoing basis. The City does not currently possess the in-house expertise to support this system so the contract responsibilities and contract value have been adjusted to accommodate the anticipated level of need.
2. **Key Terms:**
 - The contract is on a time and materials basis not-to-exceed \$95,000.00.
 - The period of performance is from 1/1/26-12/31/26.
3. **Competitive Bidding:** This work is considered a personal service and therefore not subject to any competitive bidding requirements. City Council adopted [Resolution 1876](#) on 11/4/2013 declaring QCC a sole source supplier for WWTP's instrumentation and controls system integration contract work.

Budget Impact:

Consultant	QCC
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Contract Amount	\$95,000.00
Earmarked Funds	Funding for this contract is covered by \$280,000 allocated for professional services for the 3 BARS numbers listed.
BARS #	440.750.535.81.48 440.750.535.83.48 440.750.535.89.48
Budget Amendment Required?	No
Start Date	1/1/2026
End Date	12/31/2026

Previous Action:

Recommended Motion: I move that City Council authorize the Mayor to sign contract 26-029-SEW-001 with QCC in the amount of \$95,000.00 for the WWTP Technical Support Master Services Agreement.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 26-029-SEW-001



AGREEMENT #26-029-SEW-001
Between
THE CITY OF ANACORTES
AND
QUALITY CONTROLS CORPORATION

WWTP TECHNICAL SUPPORT MASTER SERVICES AGREEMENT

This Agreement, hereinafter referred to as "Agreement", is made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Quality Controls Corporation, 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 provide professional services to the City of Anacortes, on an on-call basis, to support troubleshooting, repair, modification and/or restoration of functionality for automated instrumentation and control systems at the Wastewater Treatment Plant, 500 T Ave, Anacortes, WA 98221. A Statement of Work describing the services is provided as Exhibit A to this Agreement which is hereby incorporated by reference and made a part hereof. Work shall be directed by the City's Project Manager, Brian Walker, or designee.

Work will be assigned on an as-needed basis. When a need arises, the City's Project Manager will contact the Consultant and provide a summary of the needed work in sufficient detail to allow the Consultant to provide a cost estimate specific to each task. The Consultant shall provide a price estimate for the requested work based on the rate set forth under Article 2 Price and Payment Terms. Once the Parties agree to the description of services, schedule, and price estimate, the work shall proceed at the Project Manager's authorization and direction. The City is not obligated to assign any specific number of tasks or budget allocations to the Consultant. The Consultant is not authorized to expend costs in excess of the not-to-exceed amount set forth under Article 2 Price and Payment Terms. The not-to-exceed amount stated in Article 2 Price and Payment Terms can only be revised through written modification mutually signed by the Parties.

2. **Price and Payment Terms.** The work performed under this Agreement shall be performed on a time and materials basis not-to-exceed **Ninety-Five Thousand Dollars (\$95,000.00)**. The prices per service are detailed in Exhibit B, which is hereby incorporated by reference and made a part hereof.

3. **Period of Performance.** The period of performance under this Agreement is from January 1, 2026 through December 31, 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: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, **Agreement Number**, and amount requested per invoice. 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. **Delivery of Goods.** For all goods being shipped to the City, the Consultant shall:

- a. Deliver the items specified on the Contract to the designated FOB Point, as Freight-On-Board (FOB) Destination, Freight Prepaid within the time specified by the City. Timely delivery is of the essence to this Contract.
- b. When shipping item(s) to the City, Consultant shall obtain shipping insurance for the value of the item(s) through the shipping carrier with pre-approval of and at the cost of the City.
- c. Ensure all deliveries are made on a business day, during business hours (Monday through Friday, except City Council designated holidays, from 8:00 am, to 5:00 pm).
- d. Provide, at no additional charge, any goods, labor, packaging, crating or padding necessary to load, tie down and unload the item(s) to be delivered, so that they may be transported in a normal, safe manner without damage.
- e. Be liable for all risks for the item(s) until accepted by the City. The Consultant is responsible for any freight charges incurred in delivering the item(s) to the FOB Point. A representative of the City will sign the Consultant's delivery ticket to acknowledge receipt of the item(s) by the City. Unless the Consultant receives such signature, the City shall not be responsible for the receipt of the item(s). The City retains the right to inspect the delivered item(s) prior to acceptance and shall not accept item(s) that do not conform to the requirements of this Contract.

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

11. **Warranty.** The Consultant shall return to the project and repair or replace all defects in workmanship and material discovered within one year after delivery of all items, including any necessary labor and materials. The Consultant shall start work to remedy any such defects within 7 calendar days of receiving City's written notice

of a defect, and shall complete such work within the time stated in the City's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the City's own forces or another Consultant, in which case the cost of corrections shall be paid by the Consultant. In the event the Consultant does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Consultant. When corrections of defects are made, the Consultant shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by City. In addition, the Consultant shall obtain and submit to the City any necessary documentation to secure any extended manufacturer's warranty and warranty terms. This guarantee is supplemental to and does not limit or affect the requirements that the Consultant's work comply with the requirements of the Contract or any other legal rights or remedies of the City.

12. 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.

13. 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.

14. 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.

15. 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 consultants 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.
5. Technology Errors & Omissions (E&O)
6. Network Security (Cyber) and Privacy Insurance shall include, but not be limited to, coverage, including defense, for the following losses or services:

Liability arising from theft, dissemination, and/or use of City confidential and personally identifiable information, including but not limited to, any information about an individual maintained by the City, including (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information regardless of how or where the information is stored or transmitted.

Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems and/or City data, including denial of service, unless caused by a mechanical or electrical failure; (iii) introduction of any unauthorized software computer code or virus causing damage to the City or any other third party data.

Lawfully insurable fines and penalties resulting or alleging from a data breach.

Event management services and first-party loss expenses for a data breach response including crisis management services, credit monitoring for individuals, public relations, legal service advice, notification of affected parties, independent information security forensics firm, and costs to re-secure, re-create and restore data or systems.

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.
4. Technology Errors & Omissions (E&O) shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
5. Network Security (Cyber) and Privacy Insurance shall be written with limits no less than \$2,000,000 per claim \$2,000,000 policy aggregate for network security and privacy coverage, \$100,000 per claim for regulatory action (fines and penalties), and \$100,000 per claim for event management services.

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 subconsultants' 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.

K. Safeguarding of Personal Information: The Consultant shall not use or disclose Personal Information, as defined in RCW 19.255.010, in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. Consultant agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Personal Information.

The Consultant shall ensure its directors, officers, employees, subcontractors or agents use Personal Information solely for the purposes of accomplishing the services set forth in the Agreement. The Consultant shall protect Personal Information collected, used, or acquired in connection with the Agreement, against unauthorized use, disclosure, modification or loss.

The Consultant and its sub-consultants agree not to release, divulge, publish, transfer, sell or otherwise make Personal Information known to unauthorized persons without the express written consent of City or as otherwise authorized by law.

The Consultant agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Personal Information.

The Consultant shall make the Personal Information available to amend as directed by City and incorporate any amendments into all the copies maintained by the Consultant or its subcontractors. Consultant shall certify its return or destruction upon expiration or termination of the Agreement and the Consultant shall retain no copies. If Consultant and City mutually determine that return or destruction is not feasible, the Consultant shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws.

The Consultant shall notify City in writing immediately upon becoming aware of any unauthorized access, use or disclosure of Personal Information. Consultant shall take necessary steps to mitigate the harmful effects of such use or disclosure. Consultant is financially responsible for notification of any unauthorized access, use or disclosure. The details of the notification must be approved by City. Any breach of this clause may result in termination of the Agreement and the demand for return of all Personal Information.

16. **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 \$4,000 or more 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.

17. **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.

18. **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 engineering 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 Professional Services, at the City's discretion.

19. **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.

20. **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 subcontractors during the performance of this Agreement.

21. **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.

22. **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.

23. **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.

24. **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 Services, the City understands that a revision to the Scope of Services and fees may be required. Provided, however, that nothing in this paragraph shall be interpreted to obligate the Consultant to render or the City to pay for services rendered in excess of the Scope of Services unless or until a modification to this Agreement is approved in writing by both parties.

25. **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.

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

27. **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.

28. **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.

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

30. **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.

31. **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.

32. **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.

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

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

CITY:

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

CONSULTANT:

Quality Controls Corporation
James Cross
5015 208th Street, SW, Suite 1-B
Lynnwood, WA 98036
jamesc@quality-controls.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 _____

Date _____

QUALITY CONTROLS CORPORATION

By _____

Title _____

Date _____

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Agreement #26-029-SEW-001
Exhibit A
Statement of Work

The Consultant shall provide professional services to the City of Anacortes, on an on-call basis, to troubleshoot, repair, modify and/or restore function of the automated instrumentation and control system at the Wastewater Treatment Plant (WWTP) located at 500 T Avenue, Anacortes, WA 98221 or at any of its sites. Control systems include PLC and VFD control, software control, instrument function, electrical components and radio telemetry. Quality Control Corporation is identified as a single source of supply or services to maintain continuous function of the instrumentation and control systems at the WWTP.

Consultant will conduct maintenance and troubleshooting for SCADA, instrumentation and automation at the WWTP and all lift stations; conduct OS updates; review data backup systems; provide 24/7 on-call emergency support; install all necessary software patches and track software subscriptions and licenses; provide regularly scheduled presence of a controls engineer 2X/month on-site; and host regularly scheduled SCADA meetings for the WWTP staff.

Services may consist of preventive maintenance, minor upgrades, troubleshooting, and emergency repairs and replacements of the City's WWTP utilities control and telemetry systems. The control systems in operation at WWTP are a Supervisory Control and Data Acquisition (SCADA) system and Programmable Logic Controllers (PLCs).

Emergency situations could include assistance in activating the back-up server. For purposes of this Agreement, emergency is defined as unforeseen circumstances beyond the control of the City that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. In addition, the City may declare an emergency if data acquisition and/or reporting functions are malfunctioning if the situation precludes the City from meeting strict adherence to reporting requirements set forth by the Department of Ecology. The WWTP Manager or designee will declare whether an emergency situation exists.

The Consultant shall provide a response within four (4) hours to emergency situations and if onsite personnel are required, such personnel shall be onsite no later than 24-hours from the time the City places the call. It is understood that remote support is effective in many instances; but if not, onsite support is expected.

Normal working hours are 7:00 a.m. to 5:00 p.m. It is expected that non-emergency work shall be provided during normal working hours.



Agreement #26-029-SEW-001 - Exhibit B
2026 Labor and Services Rates

Standard Service Rates:

Project Manager:	\$190.00 / hr.
Senior Controls Engineer:	\$210.00/ hr.
Controls Engineer:	\$190.00 / hr.
Sr. Controls Technician:	\$145.00 / hr.
Instrument/Controls Technician:	\$120.00 / hr.
Panel Fabricator:	\$105.00 / hr.
Documentation & Clerical:	\$75.00 / hr.

The above Rates apply during normal business hours:

- Monday through Friday 7:00 a.m. to 5:00 p.m.

Time-and-a-half rates (1.5 x Standard Rate) apply when:

- Service hours are provided by an employee exceeding 8 hours worked within a normal business day, or
- Service hours are provided by an employee exceeding 40 hours worked within the normal business week

Double time rates (2.0 x Rate) applies when:

- Service hours are worked on weekends and holidays, or
- Emergency Service is requested to be performed within 24 hours or outside of normal business hours.
 - Note: Emergency Services are subject to a 3-hour minimum service charge.

Other Expenses:

Travel time is billed portal-to-portal at the rate in effect at the time of travel. Mileage and meal expenses are included in the hourly rate. Hotel, and non-mileage related travel expenses are billed at cost. Materials shall be invoiced at actual costs plus 17% markup.

Contact our emergency hotline at 425-778-8280 if your primary support contact is unavailable. A service representative will be dispatched to return your call as soon as possible.



City Council Agenda Bill

Meeting Date: December 15, 2025 **Agenda Item:** 7.a.

Agenda Item Title: Public Hearing on Resolution 3199: Relinquishment of an Easement to the Port of Anacortes

Staff Contact(s): Darcy Swetnam

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

Item Summary: The Port has requested the relinquishment of a utility easement retained in the location of former vacated right of way area. This area is much larger than necessary for City water and storm infrastructure and blocks the Port's ability to continue with development of the West Basin area, which will include the location of the Port-City Event facility. The Port has offered to grant the City easements for water and storm utility infrastructure that align with the much smaller footprint of the existing infrastructure. This has been reviewed by City staff, who recommend approval as the full area of the existing easement is not necessary for City utility purposes.

Budget Impact:

Previous Action: N/A

Recommended Motion: I move we adopt Resolution 3199 to grant the Port's request to relinquish the retained utility easement in exchange for the Port granting the City a water and storm easement and authorize the Mayor to execute the relinquishment.

Alternative Actions:

Attachments (listed in order presented):

1. 251215 Resolution 3199
2. 251215 Easement Relinquishment - Port W Basin
3. 251215 Port Easement Relinquishment Council Presentation

RESOLUTION NO. 3099

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ANACORTES, WASHINGTON DECLARING CERTAIN EASEMENTS TO
BE SURPLUS TO THE NEEDS OF THE CITY OF ANACORTES AND
DIRECTING THE EXECUTION AND RECORDING OF
RELINQUISHMENT OF RETAINED UTILITY EASEMENTS.**

WHEREAS, on November 6, 1956, the City adopted Ordinance 1201, which vacated portions of streets, avenues, and alleyways subject to the City's retention of an easement for utility purposes within the 1201 vacated streets; and

WHEREAS, on October 17, 1988, the City adopted Ordinance 2086, which vacated portions of streets, avenues, and alleyways subject to the City's retention of an easement for utility purposes within the 2086 vacated streets; and

WHEREAS, the Port of Anacortes currently owns the property underlying the retained utility easements and has requested that the City relinquish portions of the retained utility easement, as described in the attached Relinquishment of Retained Utility Easements in exchange for granting a water and storm easement in the actual location of existing infrastructure; and

WHEREAS, the City currently has a waterline and storm line that run through the north basin area currently owned by the Port, which have a smaller and different footprint than the currently retained easement; and

WHEREAS, the Public Works Director has determined the present resolution and relinquishment to be an acceptable manner to relinquish the requested easements; and

WHEREAS, the City is currently not using the utility easements for any public purpose and has no plans to make use of the easements in the future; and

WHEREAS, the City Council finds that it is in the best interest of the City to relinquish the retained utility easements as described in the attached Relinquishment of Retained Utility Easements.

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

1. That the retained utility easements described in the attached Relinquishment of Retained Utility Easements is declared surplus to the needs of the City of Anacortes.
2. That within sixty (60) days of this Resolution, the Port will grant the City easements for the existing waterline and storm infrastructure that run through the Port property.

3. The Mayor Matt Miller is authorized to execute the attached Relinquishment of Retained Utility Easement and direct staff to carry out any and all necessary actions to record and effectuate the relinquishment.

INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES on this 15th day of December, 2025.

MATT MILLER, MAYOR

Approved as to form and legality:

Darcy Swetnam, WSBA #40530
City Attorney

ATTEST:

Steve D. Hoglund, City Clerk Treasurer

WHEN RECORDED RETURN TO:

City of Anacortes Legal Department
P.O. Box 547
Anacortes, WA 98221

DOCUMENT TITLE: RELINQUISHMENT OF RETAINED UTILITY EASEMENT

GRANTOR(S): CITY OF ANACORTES

GRANTEE(S): PORT OF ANACORTES AND THE PUBLIC

ABBREVIATED LEGAL: PTNS. OF VACATED R AVE, 10TH ST, AND 11TH STREET

ASSESSOR PARCEL / TAX ID NUMBER: P32886 / 350218-0-026-0007

REFERENCE NO.: ORDINANCE NOS. 1201, 2086

This **RELINQUISHMENT OF RETAINED UTILITY EASEMENT** (this "Agreement") is entered into by the CITY OF ANACORTES, a municipal corporation of the State of Washington (the "City") and the PORT OF ANACORTES, a Washington municipal corporation (the "Port"), and the PUBLIC (the "Public").

WHEREAS, on November 6, 1956, the City adopted Ordinance 1201, vacating portions of certain streets, avenues, and alleyways (the "1201 Vacated Streets") subject to the City's retention of an easement for utility purposes within the 1201 Vacated Streets (the "1201 Retained Easement");

WHEREAS, on October 17, 1988, the City adopted Ordinance 2086, vacating portions of certain streets, avenues, and alleyways (the "2086 Vacated Streets") subject to the City's retention of an easement for utility purposes within the 2086 Vacated Streets (the "2086 Retained Easement");

WHEREAS, the Port has requested that the City relinquish portions of the 1201 Retained Easement and the 2086 Retained Easement, as legally described and depicted in the attached Exhibit A and Exhibit B, hereby incorporated by reference, to facilitate the Port's development of the underlying properties currently subject to those retained easements;

WHEREAS, RCW 35.94.040 authorizes cities to lease, sell, or convey property originally acquired for utility purposes if, following a public hearing, the legislative authority for the city determines by resolution, that such property is surplus to the city's needs and is not needed for providing continued public utility services;

WHEREAS, surplus utility easements that were reserved during street vacations are typically relinquished at no cost to the property owner because the City usually acquires such easements at no cost to the City, and because the property owner or their predecessor in interest has typically previously paid the City an amount equal to the appraised value of the property as a condition of street vacation; and

WHEREAS, the City has determined that the Relinquished Easement Area is surplus to the City's needs and are not needed for continued utility service.

NOW THEREFORE, the City hereby relinquishes the Relinquished Easement Area, as legally described and depicted on Exhibit A and Exhibit B hereto.

DATED this ____ day of _____, 2025.

CITY OF ANACORTES

By: Matt Miller
Its: Mayor

STATE OF WASHINGTON)
)ss.
COUNTY OF SKAGIT)

On this ____ day of _____, 20__, before, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged said

instrument to be his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto given my hand and official seal this _____ day of _____, 20____.

Notary Public in and for the State of _____

Residing at _____

My appointment expires _____

EXHIBIT A

EXHIBIT B

Resolution 3199 – Relinquishment of Easement to Port

December 15, 2025

Background

- The City vacated streets in Ordinances 1201 and 2086, but retained utility easements over the full area previously held as right-of-way
- The City has limited utility infrastructure in these areas
- The easements interfere with the Port's ability to proceed with its West Basin redevelopment
- Port proposes to grant easements in exchange that align with the actual water and stormwater infrastructure
- Staff recommends adoption





City Council Agenda Bill

Meeting Date: December 15, 2025 **Agenda Item:** 8.a.

Agenda Item Title: Resolution 3198: Teamsters Collective Bargaining Agreement

Staff Contact(s): Kendall Moyle

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

Greg Francioch
Kendall Moyle

Motion

Item Summary: The City began negotiations with the Teamsters Union Local No. 231—our largest bargaining unit representing 98 employees across multiple operational areas—in September 2025 in anticipation of the contract expiring at the end of December 2025. A tentative agreement was reached on November 21. Key economic items include wage adjustments, emergency overtime meal reimbursement, SCADA callout pay, an on-call pay adjustment for Wastewater Treatment Plant Operators, a new boot allowance for Facility Maintenance Technicians, and increased CDL reimbursement. The cumulative cost over the three-year agreement is approximately \$2.26 million.

Budget Impact:

The cumulative cost of the three-year collective bargaining agreement is \$2,259,051.

Cumulative Costs				
	2026	2027	2028	Total
Salaries (COLAs & steps)				
2026 (3%)	\$ 414,397	\$ 414,397	\$ 414,397	\$ 1,243,191
2027 (2.5%)		\$ 337,868	\$ 337,868	\$ 675,736
2028 (2.5%)			\$ 306,393	\$ 306,393
Meal Reimbursement (if unscheduled OT)	\$ 663	\$ 663	\$ 663	\$ 1,989
SCADA Callout (1 hr remote)	\$ 3,146	\$ 3,146	\$ 3,146	\$ 9,439
On Call Increase for WWTPO (\$3.60/hr - .60 cent difference)	\$ 2,714	\$ 2,714	\$ 2,714	\$ 8,143
Boot Allowance - addition of Facilities Maintenance	\$ 720	\$ 720	\$ 720	\$ 2,160
CDL Reimbursement (additional \$1,000, \$2,500 total)	\$ 4,000	\$ 4,000	\$ 4,000	\$ 12,000
Total	\$ 425,641	\$ 763,508	\$ 1,069,902	\$ 2,259,051

Previous Action:

Recommended Motion: I make a motion that the City Council adopt Resolution 3198 authorizing the signature and execution of a Collective Bargaining Agreement between the City of Anacortes and Teamsters Union Local No. 231 from January 1, 2026 to December 31, 2028.

Alternative Actions: To not approve Resolution 3198.

Attachments (listed in order presented):

1. Resolution 3198
2. 2025.12.15 Council Presentation - Teamsters CBA

RESOLUTION NO. 3198

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, authorizing the signature and execution of a Collective Bargaining Agreement between the City of Anacortes and Teamsters Union Local No. 231.

WHEREAS, the City of Anacortes (“the City”) and the Teamsters Union Local No. 231 (“the Union”), (collectively “the Parties”) had a Collective Bargaining Agreement in place effective April 16, 2023 through December 31, 2025; and,

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

NOW, THEREFORE BE IT RESOLVED by the Anacortes City Council that the Mayor and City Clerk be authorized and directed to execute the attached collective bargaining agreement effective January 1, 2026 through December 31, 2028 by and between the City of Anacortes and the Teamsters Union Local 231.

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this 15th day of December 2025.

PASSED AND APPROVED this 15th day of December 2025.

CITY OF ANACORTES:

By: _____
Matt Miller, Mayor

ATTEST:

Steve Hoglund, City Clerk Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney

Collective Bargaining

December 15, 2025

Bargaining Units & Collective Bargaining Agreements

Anacortes Police Guild

Commissioned contract effective 2022-2024 (currently in negotiations)

Non-commissioned contract effective 2025-2027

International Association of Firefighters Local 1537

Contract 2022-2025 (currently in negotiations)

Teamsters Local 231

Contract expires December 31, 2025

Teamsters Local 231

Approximately 98 members

Falling under Fiber, Finance, Library, Municipal Court, Museum, Parks & Recreation, Planning, and Public Works departments.

Bargaining began in September 2025.

Tentative agreement between bargaining committees on November 21, 2025.

Summary of Negotiated Changes: Increased Costs

Increased Costs				
Salaries (COLAs & steps)	2026	2027	2028	Total
2026 (3%)	\$ 414,397			\$ 414,397
2027 (2.5%)		\$ 337,868		\$ 337,868
2028 (2.5%)			\$ 306,393	\$ 306,393
Meal Reimbursement (if unscheduled OT)	\$ 663	\$ 663	\$ 663	\$ 1,989
SCADA Callout (1 hr remote)	\$ 3,146	\$ 3,146	\$ 3,146	\$ 9,439
On Call Increase for WWTPPO (\$3.60/hr - .60 cent difference)	\$ 2,714	\$ 2,714	\$ 2,714	\$ 8,143
Boot Allowance - addition of Facilities Maintenance	\$ 720	\$ 720	\$ 720	\$ 2,160
CDL Reimbursement (additional \$1,000, \$2,500 total)	\$ 4,000	\$ 4,000	\$ 4,000	\$ 12,000
Total	\$ 425,641	\$ 349,111	\$ 317,637	\$1,092,390

Summary of Negotiated Changes: Cumulative Costs

Cumulative Costs				
Salaries (COLAs & steps)	2026	2027	2028	Total
2026 (3%)	\$ 414,397	\$ 414,397	\$ 414,397	\$ 1,243,191
2027 (2.5%)		\$ 337,868	\$ 337,868	\$ 675,735
2028 (2.5%)			\$ 306,393	\$ 306,393
Meal Reimbursement (if unscheduled OT)	\$ 663	\$ 663	\$ 663	\$ 1,989
SCADA Callout (1 hr remote)	\$ 3,146	\$ 3,146	\$ 3,146	\$ 9,439
On Call Increase for WWTP0 (\$3.60/hr - .60 cent difference)	\$ 2,714	\$ 2,714	\$ 2,714	\$ 8,143
Boot Allowance - addition of Facilities Maintenance	\$ 720	\$ 720	\$ 720	\$ 2,160
CDL Reimbursement (additional \$1,000, \$2,500 total)	\$ 4,000	\$ 4,000	\$ 4,000	\$ 12,000
Total	\$ 425,641	\$ 763,508	\$ 1,069,902	\$ 2,259,051

Recommendation to Adopt Resolution 3198

Resolution 3198 authorizes the signature and execution of the Collective Bargaining Agreement between the City of Anacortes and Teamsters Union Local No. 231 from January 1, 2026 to December 31, 2028.

Questions

Thank you



City Council Agenda Bill

Meeting Date: December 15, 2025 **Agenda Item:** 8.b.

Agenda Item Title: Resolution 3197: Rejecting All Bids for Public Safety Building A/C Replacement Project #25-268-FAC-001

Staff Contact(s): Logan Lee

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

Tiffany Matson
Logan Lee
Darcy Swetnam
Steve Hoglelund

Resolution

Item Summary: City staff seeks City Council adoption of Resolution 3197 to reject all bids received on December 2, 2025 for the Public Safety Building A/C Replacement Project #25-268-FAC-001 pursuant to RCW 35.23.352, due to the equipment identified in the bid not meeting 2026 Washington State requirements for refrigerant.

Background:

On November 19, 2025 an [Invitation to Bid](#) was issued as required by RCW 35.23.352 and the COA Purchasing Policy. At the time of the bid closing date of December 2, 2025 the City received one bid. After reviewing the documents it was determined that the bid received is for a unit with R-410A refrigerant which, per [Chapter 173-443 WAC](#), will be prohibited for use at the end of 2025, and all future parts and services for the unit would be affected by this ban.

City staff requests that Council reject the 1 bid received on December 2, 2025. Staff is planning to then contract with an engineering consultant to develop the project to meet the required standards and issue an updated Invitation to Bid at a future date.

Budget Impact:

Previous Action: N/A

Recommended Motion: I move that Resolution 3197 be adopted to reject all bids received on December 2, 2025 for the Public Safety Building A/C Replacement Project #25-268-FAC-001.

Alternative Actions: Not adopt this resolution; ask staff to present a contract for approval.

Attachments (listed in order presented):

1. Resolution 3197
2. Bid Tabulation

CITY OF ANACORTES
RESOLUTION NO. 3197

A RESOLUTION of the City of Anacortes, Washington, rejecting all bids for bid number 25-268-FAC-001: Public Safety Building A/C Replacement Project.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, AS FOLLOWS:

Section 1. Recitals and Findings. The City Council of the City of Anacortes hereby makes the following findings:

- 1.1 The City of Anacortes staff has identified the need to replace the Anacortes Public Safety Building's AHU-1 cooling coil and condensing unit with a new 70-ton air-cooled condensing unit.
- 1.2 The City solicited bids for this contract in accordance with competitive bid requirements set forth under RCW 35.23.352, identified as Bid Number 25-268-FAC-001, and on December 2, 2025 one responsive bid was received by the City.
- 1.3 Staff has since determined that the bid received is for a unit with R-410A refrigerant which per Chapter 173-443 WAC will be prohibited for use at the end of 2025, and all future parts and services for the unit would be affected by this ban.
- 1.4 Pursuant to RCW 35.23.352, the City Council may, by resolution, reject all bids.

Section 2. Bids Rejected. Based on the Recitals and Findings above, the City Council hereby rejects all bids received on December 2, 2025 for bid number 25-268-FAC-001: Public Safety Building A/C Replacement Project.

Section 3. Ratification and Confirmation. Any actions of the City or its officers prior to the date hereof and consistent with the terms of this Resolution are ratified and confirmed.

Section 4. Effective Date. This Resolution shall be in full force and effect after its adoption and approval.

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this 15th day of December 2025.

Matt Miller, Mayor

ATTEST:

APPROVED AS TO FORM:

Steven D. Hoglund, City Clerk/Treasurer

Darcy Swetnam, City Attorney



CITY OF ANACORTES

WASHINGTON

BID TABULATION - BID DATE 12/2/25

Public Safety Building A/C Replacement Project #25-268-FAC-001		Apex Mechanical LLC	
ITEM	DESCRIPTION	COST	
1	Public Safety Building A/C Replacement Project as detailed in the Invitation to Bid #25-268-FAC-001	\$297,000.00	
		Subtotal:	\$ 297,000.00
		8.8% Sales Tax:	\$ 26,136.00
		TOTAL BID:	\$ 323,136.00



City Council Agenda Bill

Meeting Date: December 15, 2025 **Agenda Item:** 8.c.

Agenda Item Title: Interlocal Amendment: NPDES Phase II Public Outreach & Education #25-005-STM-001

Staff Contact(s): Logan Lee, Aaron Esterholt

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

Item Summary: City staff seeks Council consent to issue an amendment to Interlocal #25-005-STM-001 with Skagit Conservation District in order to revise the Scope of Work to better align with current NPDES permit requirements. There is no change to the cost of the contract.

Background:

1. **History:** The City's municipal stormwater permit requires municipalities to develop and implement a Stormwater Management Program to reduce pollutants to the maximum extent practicable. Minimum control measures under this permit include public education and outreach activities. Skagit Conservation District has been providing education and outreach services with the City and other local jurisdictions as part of a regional partnership.
2. **Key Terms:** reallocates funding between tasks, no other changes to terms.

Budget Impact:

Public Entity	Skagit Conservation District
Agreement Amount	\$19,377.60 per year
BARS #	445.711.531.00.41
Budget Amendment Required?	No
Start Date	1/1/2025
End Date	12/31/2026

Previous Action: Council approved Interlocal #[25-005-STM-001](#) at the [12/2/2024](#) meeting.

Recommended Motion: I move that City Council authorize the Mayor to sign Amendment 1 to Interlocal #25-005-STM-001 with Skagit Conservation District.

Alternative Actions: Not approve the amendment.

Attachments (listed in order presented):

1. 25-005-STM-001 - Amendment 1



**INTERLOCAL COOPERATIVE AGREEMENT #25-005-STM-001
AMENDMENT 1**

Date December 15, 2025
Page 1 of 1 Page

Contract Title NPDES PHASE II PUBLIC OUTREACH & EDUCATION 2025 & 2026
Contractor SKAGIT CONSERVATION DISTRICT

This modification is issued in accordance with Article 9. Changes, Modification, Amendments and Waivers and revises the Scope of Work to better align with current NPDES permit requirements. There is no change to the cost of the contract.

Accordingly, all instances of the text “Exhibit A” within the agreement shall be modified to read “Exhibit A for the calendar year 2025 and Exhibit B for the calendar year 2026”.

All other terms of the contract remain unchanged.

CITY OF ANACORTES

SKAGIT CONSERVATION DISTRICT

By _____

By _____

Date _____

Date _____

Original Agreement Amount	<u>\$38,755.20</u>	Original Contract Completion Date	<u>12/31/2026</u>
Current Agreement Amount	<u>\$38,755.20</u>	Current Contract Completion Date	<u>12/31/2026</u>
Change Per this Modification	<u>\$0</u>	Net Change	<u>0 Days</u>
Total After Modification	<u>\$38,755.20</u>	Contract Completion Date After Change	<u>12/31/2026</u>

INTERLOCAL AGREEMENT #25-005-STM-001

Exhibit B - Scope of Work and Schedule

Public Education, Outreach, Participation and Involvement Project for National Pollutant Discharge Elimination System Municipal Stormwater Permit (NPDES II) Compliance

Task 1.0 - Behavior Change

The SCD, with City assistance, shall develop and implement activities for addressing the “Behavior Change” public education and outreach requirement of the NPDES stormwater permit. The goal is to use social marketing practices and methods to develop a campaign to affect community behavior to reduce pollution in stormwater. SCD will ensure outreach activities meaningfully engage historically underserved and linguistically diverse populations, in alignment with the NPDES Phase II requirements.

Task 1.1 Historically Underserved Community Based Social Marketing SCD will utilize a Spanish speaking Cultural Liaison and develop and implement a community based social marketing strategy specifically targeting audiences who have historically been underserved by stormwater education programming. The liaison will solicit feedback from, and engage, members of these communities in program design.

Task 1.2 – Pet Waste Social Marketing Strategy

SCD will assist Skagit County’s social marketing strategy aimed at reducing fecal coliform bacteria levels in urban creeks by encouraging collection and proper disposal of dog waste by dog owners. SCD will work with City and County partners to recruit Veterinarians, dog groomers and other “trusted messengers” to encouraging collection and proper disposal of dog waste by dog owners.

Required Tasks and Deliverables:

The SCD shall:

1. Assess target audiences and key messages for historically underserved groups and develop CBSM strategy related to stormwater outreach and education programs detailing future program target outcomes
2. Cultural liaison will conduct community engagement activities to inform CBSM development, e.g. informational interviews and focus groups and provide translation and interpretation as needed at community events
3. Assemble and distribute pet waste kits to Veterinarians, dog groomers and other “trusted messengers” to encouraging collection and proper disposal of dog waste by dog owners.
4. Assist with purchase of pet waste signs as needed.

Estimated Annual Task Budget: \$4,500.00

Task 1.3 – Volunteer Water Quality Monitoring Program (Skagit Stream Team)

The primary purposes of the program are: to inspire stewardship in regards to water quality by educating citizens about land use, stormwater runoff, and nonpoint source pollution and involving them in the process of water quality data gathering; to develop and implement a routing sampling program that can be used to assess water quality trends, characterize the existing water quality of priority freshwater drainages, and to determine how water quality conditions compare to State Standards; and to document improvements in water quality as a result of the implementation of BMPs. Water quality conditions samples by volunteers currently include fecal coliform bacteria, dissolved oxygen, water temperature, turbidity, and total depth.

- A. Coordinate with the City to determine priority areas for monitoring.
- B. Promote program in partnership with local jurisdictions and recruit citizen participation.

- C. Coordinate volunteer activities; maintain volunteer records and data sheets and coordinate volunteer recognition events.

Required Task and Deliverables:

1. Annual recruitment of volunteers to participate in the Stream Team program will be conducted. Recruitment efforts will target local residents aged 18 and up, Watershed Masters, and Environmental Tech students attending Skagit Valley College.
2. The SCD shall conduct an annual 3-session training event held in Sept. of each year.
3. Each year, a team of volunteers (2-3 volunteers on each team) will make a commitment to collect water quality data at 4-5 assigned stations on a monthly basis for one year (each station will be monitored twice a month). Stations will be located in consultation with City staff.
4. Volunteer hours contributed by participants will be tracked on a yearly basis and submitted with annual report.
5. An annual report will be submitted to the City on or before March 31 of each year.

Estimated Annual Task Budget: \$4,000

Task 2.0 - General Awareness and Stewardship

The SCD, with County assistance, shall develop and implement activities for addressing the General Awareness” and “Stewardship” public education and outreach requirements of the NPDES stormwater permit. The goal of this requirement is to facilitate greater public awareness of the general impact of stormwater on surface waters, low impact development (LID) principles and best management practices to reduce stormwater pollution. The SCD will provide and promote stewardship opportunities to encourage residents or businesses to participate in activities or events within the community. SCD will ensure outreach activities meaningfully engage historically underserved and linguistically diverse populations, in alignment with the NPDES Phase II requirements.

Task 2.1 – Stormwater Workshop Series

This outreach and education program will target residents of all major drainage basins within the lower Skagit, including Big Lake, on an annual basis. This program consists of the SCD providing forty (40) hours of training over at least 10 sessions throughout the year providing presentations/training on County stormwater program priorities through classroom and fieldtrip activities. Topics covered may include: watershed history and geology; water quality; stream ecology; salmon; wetlands and soils; agricultural and forestry Best Management Practices (BMPs); native plant landscaping; environmentally friendly gardening practices; water conservation tips; and low impact development practices. Content of coursework will be coordinated with County staff, to meet the needs of the County stormwater program.

Task 2.1.1 Private Stormwater Facility Maintenance Workshop

One session of the workshop series will focus on Private Stormwater Facility Maintenance. The target audience for this group will be Homeowner Associations; private stormwater facility owners; and the general public. This workshop will focus on 1) educating the audience regarding their responsibilities to maintain their private stormwater facilities, 2) an overview of the key components of identifying private stormwater maintenance, and 3) a field trip to visit private facility examples.

Task 2.1.2 Bi-lingual Contractor Workshop

One session of the workshop series will be tailored to private contractors and provide an overview of the benefits and challenges of the different types of LID techniques and instruction on how to implement LID into their operations. This session will include live Spanish interpretation and translated materials.

Required Tasks and Deliverables:

The SCD shall organize and present the Stormwater Workshop Series annually. The SCD shall:

1. Perform recruitment of interested community residents to participate in partnership with local jurisdictions
2. Include program evaluation forms that will be completed by the participants to determine behavior changes implemented and to determine class effectiveness.
3. Coordinate with, and involve businesses, schools, parks, and other organizations, in establishing backyard stewardship practices that will promote best management practices
4. Document participation of class attendees

Estimated Annual Task Budget: \$2,650.00

Task 2.2 – Resource Materials/Education for Local Schools

The SCD currently maintains an Enviroscope, watershed model, which is available for presentations and use by teachers or other agency personnel. An information packet, which contains a brief description of all materials available to teachers, will be distributed to all elementary schools, middle/high school science and agriculture teachers, home schools, etc., located throughout Skagit County (urban and rural areas), each September. Information about other SCD educational programs, such as Envirothon; Youth Conservation Tour; the Annual Natural Resource Poster Contest; and live presentations, conducted by SCD staff; will be included in the packet.

Required Tasks & Deliverables:

The SCD shall prepare and send out an annual teacher's packet, provide classroom presentations, and provide educational resources to teachers. The SCD shall:

1. Incorporate a special section in the annual teacher's packet that will specifically highlight stormwater and low impact development education materials and presentations available;
2. Provide classroom presentations on stormwater and water resources to local schools (and other groups) as requested. The Enviroscope model is a useful tool in teaching youth about stormwater and water quality;
3. Distribute teacher's information packets highlighting resources on stormwater and water quality available through the SCD office;
4. Give a minimum of ten (10) presentations each year to local schools or other youth groups on pollution from stormwater.

Estimated Annual Task Budget: \$1,100.00

Task 2.3 – Stormwater Educational Media

The SCD will develop educational materials relevant to target audiences including: Spanish speakers, mobile businesses, landscapers, homeowners, and property managers. The information may be translated in Spanish and/or other applicable languages when possible or appropriate.

Required Tasks and Deliverables:

The SCD shall develop digital media to a variety of target groups. The SCD shall:

1. Coordinate with the County and local citizen groups to choose stormwater education topics that will be used to generate digital marketing and printed collateral/ graphic design as needed to support workshops. Conduct ongoing digital marketing via social media, newsletters, etc.

Estimated Annual Task Budget: \$3,670.00

Task 2.4 Reporting/Miscellaneous

Assist City with other related programs or tasks on an as needed basis upon mutual agreement between City and SCD, such as providing annual reporting requirements.

Required Tasks and Deliverables:

To be determined as agreed to between the parties.

Estimated Annual Task Budget: \$1,696.00

Task 3.0 - Administration and Oversight

SCD shall perform administrative duties and program oversight related to tasks listed below in the agreement. Activities will include:

1. Maintaining clear records and files for all activities conducted under this contract.
2. Preparing progress reports, invoices, and other documentation as required under this contract.

Estimated Annual Task Budget: \$1,761.60

Total Estimated Annual Task Budget: \$19,377.60



City Council Agenda Bill

Meeting Date: December 15, 2025 **Agenda Item:** 8.d.

Agenda Item Title: Contract Award: APD Model 10 Tasers Purchase #26-027-APD-001

Staff Contact(s): Dave Floyd

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$136,435.20 to Axon Enterprise, Inc. for the purchase of Model 10 Tasers for the Anacortes Police Department (APD). The contract piggybacks on Washington State Contract 04220.

Background:

1. **History:** Less lethal tools are an important option for officers to have available when addressing individuals that are a danger to themselves or others. The current Taser platform carried by APD officers is four to five generations old, and will soon no longer be supported by Taser for software and accessories. This contract will equip all commissioned officers with the most up to date less lethal Taser tool that has increased range and effectiveness.
2. **Key Terms:**
 - Total contract price of \$136,435.20 which includes \$11,035.20 in sales tax, with payments divided over 5 years.
3. **Competitive Bidding:** The City has a cooperative purchasing agreement with Washington State Department of Enterprise Services and is procuring this purchase through [Washington State Contract 04220](#).

Budget Impact:

Vendor	Axon Enterprise, Inc.
Contract Amount	\$136,435.20

Earmarked Funds	\$30,000 of the \$90,000 in Small Tools and Minor Equipment BARS # 001.310.521.70.35 has been earmarked for this replacement project. The total contract cost is spread out over a five year period to minimize budget impact on any one budget year.
Budget Amendment Required?	No

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 26-027-APD-001 with Axon Enterprise, Inc. in the amount of \$136,435.20 for the APD Model 10 Tasers Purchase.

Alternative Actions: Not approve the contract.

Attachments (listed in order presented):

1. 26-027-APD-001
2. Written Public Comment - Deb and Dan Call - APD Taser Purchase
3. Anacortes Police Department Tasers



City of Anacortes
Legal Department
PO Box 547
Anacortes, WA 98221
contracts@anacorteswa.gov

PURCHASE ORDER #26-027-APD-001 APD Model 10 Tasers Purchase

VENDOR: Axon Enterprise, Inc.
Alex Aguilar
17800 N 85th St
Scottsdale, Arizona 85255

Email: alaguilar@axon.com
Phone: (253) 389-2615

Date: December 15, 2025

Contact: Chief Dave Floyd
Department: Police Department
(360) 299-1940
floyd@anacorteswa.gov

DESCRIPTION	Amount
BUNDLE - TASER 10 BASIC, accessories, software, and services as specified in Quote #Q-668016-45994AA, identified as Exhibit A. This Work is subject to: - Quote #Q-668016-45994AA, incorporated as Exhibit A, - Washington State Contract 04220 and related Amendments, incorporated as Exhibit B. The aforementioned Exhibits A and B are hereby incorporated by reference and made a part hereof.	\$125,400.00 as detailed in Exhibit A
Sum Total	\$125,400.00
Sales Tax @ 8.8%	\$11,035.02
Total Price	\$136,435.02

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

AXON ENTERPRISE, INC.

Matt Miller, Mayor

Date

Date



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

COA PO #26-027-APD-001
EXHIBIT A

Q-668016-45994AA

Issued: 12/03/2025

Quote Expiration: 12/19/2025

Estimated Contract Start Date: 03/01/2026

Account Number: 110809

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Anacortes Police Dept. - WA 1218 24th St Anacortes, WA 98221-2565 USA	City of Anacortes PO Box 547 Anacortes, WA 98221-2565 USA Email: accountspayable@anacorteswa.gov

SALES REPRESENTATIVE	PRIMARY CONTACT
Alex Aguilar Phone: (253) 389-2615 Email: alaguilar@axon.com Fax:	Dave Floyd Phone: (360) 293-4684 Email: floydd@anacorteswa.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$125,400.00
ESTIMATED TOTAL W/ TAX	\$136,435.02

Discount Summary

Average Savings Per Year	\$4,118.88
TOTAL SAVINGS	\$20,594.38

Payment Summary

Date	Subtotal	Tax	Total
Feb 2026	\$25,080.00	\$2,207.02	\$27,287.02
Feb 2027	\$25,080.00	\$2,207.02	\$27,287.02
Feb 2028	\$25,080.00	\$2,207.02	\$27,287.02
Feb 2029	\$25,080.00	\$2,207.02	\$27,287.02
Feb 2030	\$25,080.00	\$2,206.94	\$27,286.94
Total	\$125,400.00	\$11,035.02	\$136,435.02

Quote Unbundled Price:	\$145,992.00
Quote List Price:	\$131,340.00
Quote Subtotal:	\$125,400.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00026	BUNDLE - TASER 10 BASIC	33	60	\$67.40	\$60.00	\$57.00	\$112,860.00	\$9,931.50	\$122,791.50
A la Carte Hardware									
100400	AXON TASER 10 - CARTRIDGE - HALT	170			\$24.00	\$24.00	\$4,080.00	\$359.04	\$4,439.04
100399	AXON TASER 10 - CARTRIDGE - LIVE	240			\$24.00	\$24.00	\$5,760.00	\$506.88	\$6,266.88
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,700.00	\$2,700.00	\$2,700.00	\$237.60	\$2,937.60
Total							\$125,400.00	\$11,035.02	\$136,435.02

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 BASIC	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	02/01/2026
BUNDLE - TASER 10 BASIC	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	33	2	02/01/2026
BUNDLE - TASER 10 BASIC	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	1	1	02/01/2026
BUNDLE - TASER 10 BASIC	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	33	1	02/01/2026
BUNDLE - TASER 10 BASIC	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	02/01/2026
BUNDLE - TASER 10 BASIC	100399	AXON TASER 10 - CARTRIDGE - LIVE	330	1	02/01/2026
BUNDLE - TASER 10 BASIC	100591	AXON TASER - CLEANING KIT	1	1	02/01/2026
BUNDLE - TASER 10 BASIC	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	33	1	02/01/2026
BUNDLE - TASER 10 BASIC	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	02/01/2026
BUNDLE - TASER 10 BASIC	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	02/01/2026
BUNDLE - TASER 10 BASIC	20018	AXON TASER - BATTERY PACK - TACTICAL	7	1	02/01/2026
BUNDLE - TASER 10 BASIC	20018	AXON TASER - BATTERY PACK - TACTICAL	33	1	02/01/2026
BUNDLE - TASER 10 BASIC	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	02/01/2026
BUNDLE - TASER 10 BASIC	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	02/01/2026
BUNDLE - TASER 10 BASIC	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	02/01/2026
BUNDLE - TASER 10 BASIC	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	02/01/2026
A la Carte	100399	AXON TASER 10 - CARTRIDGE - LIVE	240	1	02/01/2026
A la Carte	100400	AXON TASER 10 - CARTRIDGE - HALT	170	1	02/01/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 BASIC	101180	AXON TASER - DATA SCIENCE PROGRAM	33	03/01/2026	02/28/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 BASIC	20248	AXON TASER - EVIDENCE.COM LICENSE	33	03/01/2026	02/28/2031
BUNDLE - TASER 10 BASIC	20248	AXON TASER - EVIDENCE.COM LICENSE	1	03/01/2026	02/28/2031

Services

Bundle	Item	Description	QTY
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 BASIC	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	33	02/01/2027	02/28/2031
BUNDLE - TASER 10 BASIC	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	02/01/2027	02/28/2031
BUNDLE - TASER 10 BASIC	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	33	02/01/2027	02/28/2031
BUNDLE - TASER 10 BASIC	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	02/01/2027	02/28/2031
BUNDLE - TASER 10 BASIC	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	7	02/01/2027	02/28/2031
BUNDLE - TASER 10 BASIC	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	02/01/2027	02/28/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1218 24th St	Anacortes	WA	98221-2565	USA
2	1218 24th St	Anacortes	WA	98221-2565	USA

Payment Details

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100399	AXON TASER 10 - CARTRIDGE - LIVE	240	\$1,152.00	\$101.38	\$1,253.38
Year 1	100400	AXON TASER 10 - CARTRIDGE - HALT	170	\$816.00	\$71.81	\$887.81
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$540.00	\$47.52	\$587.52
Year 1	C00026	BUNDLE - TASER 10 BASIC	33	\$22,572.00	\$1,986.31	\$24,558.31
Total				\$25,080.00	\$2,207.02	\$27,287.02

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100399	AXON TASER 10 - CARTRIDGE - LIVE	240	\$1,152.00	\$101.38	\$1,253.38
Year 2	100400	AXON TASER 10 - CARTRIDGE - HALT	170	\$816.00	\$71.81	\$887.81
Year 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$540.00	\$47.52	\$587.52
Year 2	C00026	BUNDLE - TASER 10 BASIC	33	\$22,572.00	\$1,986.31	\$24,558.31
Total				\$25,080.00	\$2,207.02	\$27,287.02

Feb 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100399	AXON TASER 10 - CARTRIDGE - LIVE	240	\$1,152.00	\$101.38	\$1,253.38
Year 3	100400	AXON TASER 10 - CARTRIDGE - HALT	170	\$816.00	\$71.81	\$887.81
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$540.00	\$47.52	\$587.52
Year 3	C00026	BUNDLE - TASER 10 BASIC	33	\$22,572.00	\$1,986.31	\$24,558.31
Total				\$25,080.00	\$2,207.02	\$27,287.02

Feb 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100399	AXON TASER 10 - CARTRIDGE - LIVE	240	\$1,152.00	\$101.38	\$1,253.38
Year 4	100400	AXON TASER 10 - CARTRIDGE - HALT	170	\$816.00	\$71.81	\$887.81
Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$540.00	\$47.52	\$587.52
Year 4	C00026	BUNDLE - TASER 10 BASIC	33	\$22,572.00	\$1,986.31	\$24,558.31
Total				\$25,080.00	\$2,207.02	\$27,287.02

Feb 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100399	AXON TASER 10 - CARTRIDGE - LIVE	240	\$1,152.00	\$101.36	\$1,253.36
Year 5	100400	AXON TASER 10 - CARTRIDGE - HALT	170	\$816.00	\$71.80	\$887.80
Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$540.00	\$47.52	\$587.52
Year 5	C00026	BUNDLE - TASER 10 BASIC	33	\$22,572.00	\$1,986.26	\$24,558.26

Feb 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				\$25,080.00	\$2,206.94	\$27,286.94

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Washington State DES Contract No. 04220 for CEW is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Washington State DES Contract No. 04220 for CEW shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

12/3/2025





COOPERATIVE PURCHASING MASTER CONTRACT

No. 04220

AIR TASERS AND ELECTRONIC INCAPACITATION DEVICES

CATEGORIES: DUAL SHOT CEW, CEW WITH DISARMING SYSTEM

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

AXON ENTERPRISE, INC.

Dated August 11, 2021

COOPERATIVE PURCHASING MASTER CONTRACT

No. 04220

AIR TASERS AND ELECTRONIC INCAPACITATION DEVICES

CATEGORIES: DUAL SHOT CEW, CEW WITH DISARMING SYSTEM

This Cooperative Purchasing Master Contract ("Cooperative Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Axon Enterprise, Inc., a Delaware Corporation ("Contractor" or "Axon") and is dated and effective as of August 11, 2021.

RECITALS

- A. This Cooperative Master Contract was entered into on August 11, 2021. The parties agree to amend and restate this contract in whole. This restated contract replaces the previously agreed contract and incorporates all amendments to date.
- B. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services to support Washington state agencies. *See* RCW 39.26.050(1). The Washington State Legislature has authorized Enterprise Services to make these master contracts available, pursuant to agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agency or entity, public benefit nonprofit organizations, or any tribes located in the State of Washington. *See* RCW 39.26.050(1) & (2).
- C. The Washington State Legislature also has authorized Enterprise Services to participate in, sponsor, conduct, or administer certain cooperative purchasing agreements for the procurement of goods or services. *See* RCW 39.26.060(1). Pursuant to this authority, Enterprise Services has created the Washington State Cooperative. This competitive purchasing cooperative enables other state and local governments to utilize certain specified enterprise procurement solutions resulting from a competitive procurement, led by Enterprise Services, for the award of a cooperative master contract.
- D. Washington state agencies as well as political subdivisions in Washington have an operational need to procure Air Tasers and Electronic Incapacitation Devices ("CEW's"). Similarly, other states and their political subdivisions have a similar need to procure such CEW's pursuant to substantially the same material terms and conditions.
- E. In competitively procuring goods and/or services, Washington state agencies and other governmental purchasers invest significant public resources to design, development, and implement customer-focused procurement solutions to procure needed goods and services from innovative suppliers that comply with statutory competitive procurement requirements, procurement priorities, and procurement integrity principles. Accordingly, to leverage these public resource investments and provide an efficient and cost-effective enterprise procurement solution for Washington state agencies as well as other interested states and political subdivisions, pursuant to which all eligible purchasers as well as innovative suppliers could benefit from a streamlined competitively awarded procurement solution, Enterprise Services designed, developed, and implemented a

Competitive Solicitation to procure CEW's through resulting Cooperative Master Agreements that, with Enterprise Services' consent, other states and their political subdivisions are able to utilize as an option for their procurement needs.

- F. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 04220 for Air Tasers and Electronic Incapacitation Devices dated June 18, 2021.
- G. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder.
- H. Enterprise Services has determined that entering into this Cooperative Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- I. The purpose of this Cooperative Master Contract is to enable eligible purchasers to purchase Air Tasers and Electronic Incapacitation Devices as set forth herein.
- J. Enterprise Services acknowledges and agrees that Axon is authorized to enforce the terms of Axon's MASTER SERVICES AND PURCHASING AGREEMENT ("MSPA"), which is attached hereto as Exhibit B and hereby incorporated into the Cooperative Master Contract. In the event of any competing terms or disputed language, the Cooperative Master Contract shall prevail.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. TERM.** The term of this Cooperative Master Contract is seventy-two (72) months, commencing August 11, 2021 and ending August 10, 2027. No further extensions of this Cooperative Master Contract shall be allowed. In the event the Purchaser purchases a TASER 7 or TASER 10 plan from Contractor, the start date is based on the initial shipment of TASER 7 or TASER 10 hardware ("Start Date"). If shipped in the first half of the month, the Start Date is the 1st of the following month. If shipped in the last half of the month, the Start Date is the 15th of the following month. The TASER 7 or TASER 10 subscription term will end upon completion of the associated TASER 7 or TASER 10 subscription in the Purchase Order ("Subscription"). If the Purchase Order has multiple TASER 7 or TASER 10 ship dates, each shipment will have a 60-month term, starting on the shipment of TASER 7 as described above.
- 2. ELIGIBLE PURCHASERS.** This Cooperative Master Contract may be utilized by any of the following types of entities ("Purchaser"):
 - 2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
 - 2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following institutions of higher education in Washington:
 - State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;

- Community colleges; and
 - Technical colleges.
- 2.3. MCUA PARTIES. Any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
- Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.
- 2.4. COOPERATIVE PURCHASERS. Subject to prior written authorization by Enterprise Services to the applicable state chief procurement official authorizing such state and its eligible entities located therein to utilize the Washington State Cooperative, any of the following entities (Cooperative Purchasers) may, consistent with the terms and conditions hereof may utilize this Cooperative Master Contract:
- States;
 - State agencies;
 - Local governments, local government agencies, or political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) of any state or territory of the United States; and
 - Federally-recognized Indian Tribes located in any state or territory of the United States.
- 2.5. COOPERATIVE PURCHASERS – TERMS & CONDITIONS. Cooperative Purchasers, except to the extent modified by a Purchaser Order between such entity and Contractor, shall follow the terms and conditions set forth in this Cooperative Master Contract and applicable Washington State Cooperative Purchasing Agreement and will have the same rights and responsibilities for their purchases as Enterprise Services has in this Cooperative Master Contract, including but not limited to, any indemnity or right to recover any costs for their purchases. Each Cooperative Purchaser will be responsible for its own charges, fees, and liabilities. Contractor will apply the charges and separately invoice each Cooperative Purchaser.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

- 3.1. CONTRACT SCOPE. Pursuant to this Cooperative Master Contract, Contractor is authorized to sell only those goods and services for the prices set forth in *Exhibit A – Included Goods/Services*. Contractor shall not represent to any Purchaser under this Cooperative Master Contract that Contractor has contractual authority to sell any goods and services beyond those set forth in *Exhibit A – Included Goods/Services*.
- 3.2. STATE’S ABILITY TO MODIFY SCOPE OF COOPERATIVE MASTER CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the goods and/or services included in this Cooperative Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Cooperative Master Contract. In no event shall such modification, if authorized by Enterprise Services, limit the

requirement for cooperative purchasing agreements to be subject to competitive procurement.

- 3.3. **ECONOMIC ADJUSTMENT.** Beginning twelve (12) months after the effective date of this Master Contract and for every annual anniversary thereafter, and provided that Contractor supplies supporting documentation, the prices set forth in *Exhibit A – Included Goods/Services* may only be increased by Contractor on an annual basis by up to 3% no more than once per 12 months based on an increase in Contractor's manufacturer's suggested retail price if Contractor provides written notice and supporting documentation to the Contract Administrator. For the avoidance of doubt, prices modified pursuant to this Section 3.3 shall only apply proactively and not retroactively for any order placed, signed, or quoted pursuant to this Cooperative Master Contract prior to such economic adjustment.
- 3.4. **PRICE CEILING.** Although Contractor may offer lower prices to Purchasers, during the term of this Cooperative Master Contract, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in *Exhibit A – Included Goods/Services*.
- 3.5. **COOPERATIVE MASTER CONTRACT INFORMATION.** Enterprise Services shall maintain and provide information regarding this Cooperative Master Contract, including scope, pricing, and lowest responsive, responsible bidder designation and provide the same to eligible Purchasers.
4. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Cooperative Master Contract and at the time any order is placed pursuant to this Cooperative Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
 - 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington and any Cooperative Purchaser's state as identified to Contractor by Enterprise Services, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington and Cooperative Purchaser's state.
 - 4.2. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
 - 4.3. **QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any Axon Device (as defined in the MSPA), sold pursuant to this Cooperative Master Contract shall be merchantable, shall conform to this Cooperative Master Contract, Purchaser's Purchase Order, and/or Quote and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered and the goods provided free of liens and encumbrances.

- 4.4. WAGE VIOLATIONS – WASHINGTON STATE. Contractor represents and warrants that, during the term of this Cooperative Master Contract and the three (3) year period immediately preceding the award of the Cooperative Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
- 4.5. WASHINGTON STATE PAY EQUALITY FOR ‘SIMILARLY EMPLOYED’ INDIVIDUALS. Contractor represents and warrants, as previously certified in Contractor’s Bidder’s Certification, that, among Contractor’s employees, ‘similarly employed’ individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for Contractor’s workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor’s failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.
- 4.6. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers’ employees.
- 4.7. WASHINGTON’S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington’s Electronic Business Solution (WEBS), Washington’s contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Cooperative Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.8. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.9. COOPERATIVE MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Cooperative Master Contract with eligible Purchasers and to ensure

that those entities that utilize this Cooperative Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.

- 4.10. COOPERATIVE MASTER CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Cooperative Master Contract or a similar contract, is transitioned to another contractor (e.g., Cooperative Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington in accordance with Sections 13 and 14 of the Cloud Services Appendix under Contractor's MSPA.

5. USING THE MASTER CONTRACT – PURCHASES.

5.1. ORDERING REQUIREMENTS.

- a. Eligible Purchasers shall order goods and/or services from this Cooperative Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order").
- b. All order documents must reference the Cooperative Master Contract number, 04220. The terms of this Cooperative Master Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Cooperative Master Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or other agreement modify the terms and conditions of this Cooperative Master Contract.
- c. All communications concerning administration of Purchase Orders placed shall be furnished solely to Purchaser's authorized purchasing agent as set forth in the Purchase Order, or to such other individual identified in writing in the Purchase Order.
- d. Orders must be placed pursuant to this Cooperative Master Contract prior to the termination date thereof, but may have a delivery date or performance period up to 120 days thereafter.
- e. Notwithstanding the expiration or termination of this Cooperative Master Contract, Contractor and Purchaser agrees to perform in accordance with the terms of any Purchase Orders then outstanding at the time of such expiration or termination. For avoidance of doubt, in the event the term of the subscriptions in an order extends past the termination or expiration of the Cooperative Master Contract, the terms and conditions of the Cooperative Master Contract shall remain in full force and effect as it applies to the order and will continue in effect for such order until the term of that order expires or the order is cancelled or

terminated. Contractor shall not honor any Purchaser Orders placed after the expiration, or termination of this Cooperative Master Contract, or otherwise inconsistent with its terms.

5.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Cooperative Master Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor. The following apply to all deliveries:

- a. Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor.
- b. Contractor shall ship all goods and/or services purchased pursuant to this Cooperative Master Contract, FOB Purchaser's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods and/or services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
- c. Contractor shall offer Purchasers a minimum of two (2) shipping options, one of which must be expedited shipping; *Provided*, however, that the actual shipping cost, with no Contractor markup, shall be paid by Purchaser and added to Purchaser's purchase price as a separate line item.
- d. All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Cooperative Master Contract shall be identified by the Cooperative Master Contract number set forth on the cover of this Cooperative Master Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
- e. Contractor is responsible for shipping costs pertaining to any defective CEW's that are returned.
- f. All CEW's must be delivered in the manufacturer's standard package. Shipping packages/containers shall be of durable construction, good condition, properly labeled and suitable in every respect for shipping and handling of the contents. Each shipping package/container shall be marked with the included applicable Taser, quantity, Cooperative Master Contract number, and the Purchaser's Purchase Order number.
- g. Contractor shall use commercially reasonable efforts to offer product packaging with recycled content and made of recyclable material.

5.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or services purchased under this Cooperative Master Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of goods and/or services that are not in accordance with this Cooperative Master Contract and Purchaser's Purchase Order within seven (7) days of receipt. Failure to notify Contractor within the seven (7) business day rejection period will be deemed as acceptance of goods. Defects found after the 7-day rejection period will be managed via the warranty and

support processes. If there are any apparent defects in the goods and/or services at the time of delivery, Purchaser promptly will notify Contractor. Contractor shall repair or replace, at Contractor's discretion and as determined in good faith, any or all of the damaged goods and/or services. Any goods replaced or repaired hereunder shall be shipped to Purchaser within 30 days following Contractor's receipt of damaged goods from Purchaser. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.

5.4. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, and other security requirements.

5.5. QUALITY ASSURANCE.

- a. New & Current. All CEW's sold by Contractor pursuant to this Cooperative Master Contract shall be new, unused, and latest model or design of the manufacturer's product. All CEW's shall meet or exceed applicable governmental requirements, standards, specifications, practices, and/or procedures.
- b. Product Delivery Time. Contractor shall maintain operations and supply chain resiliency such that Contractor timely can deliver CEW's to Purchaser within 45 calendar days after receipt of a Purchase Order unless otherwise agreed to between the Purchaser and the Contractor.
- c. Customer Service Expectations. Contractor has a full customer support division; live phone support is available 24 hours a day, seven days a week. Our support division is based in our U.S. headquarters. For technical or Customer Support assistance, you may contact a customer service representative via a toll-free 800 number or via email. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of your investment.
- d. Minimum Product Service Life. All CEW's shall have a minimum product service life of five (5) years from date of receipt by Purchaser. Contractor guarantees replacement parts availability to Purchaser for such minimum product service life. Contractor shall stock or have immediate access to replacement parts.
- e. Warranty Requirements. Upon a valid breach of warranty, Contractor will repair or replace (at no charge to Purchaser) during the warranty term, any goods whose nonconformance is discovered and made known to the Contractor. Contractor shall warrant all Axon-manufactured Device (full parts and labor) for a minimum of one (1) year from the date of Purchaser's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of delivery to Purchaser. Used CEW cartridges are deemed to have operated properly. Contractor guarantees complete repair or replacement of any TASER, or part thereof, at Contractor's option, that fails in operation during normal and proper use within such warranty period due to defects in material or workmanship. Any warranty replacement or repair shall be at no cost to Purchaser. The cost to install replacement parts, including shipping and delivery shall be paid by Contractor during the warranty period.
- f. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement. If Purchaser exchanges

an Axon Device or part, the replacement item becomes Purchaser's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Purchaser must upload Axon-manufactured Device data to Axon Evidence (as defined in the MSPA under 'Axon Cloud Services') or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

- g. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, as applicable and awarded under the law to a prevailing party, including reasonable attorneys' fees and costs
- h. Product Manuals. Contractor shall provide Purchaser, free of charge, with operating and service manuals pertaining to the CEW's; Provided, however, that Contractor may provide such manual(s) either in hardcopy or make the same available through a website.

5.6 WARRANTY LIMITATIONS & EXCLUSIONS

- a. Limitations. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Purchaser resells Axon Devices.
- b. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer. This "AS IS" warranty disclaimer does not waive Axon's responsibility for any intellectual property infringement as stated in MSPA sections 8 and 9.
- c. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Enterprise Services confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

- 5.7 EXTENDED WARRANTY PROGRAM. Extended warranties are available that cover hardware for four (4) additional years beyond the 1-year manufacturer's warranty. The optional extended warranty, when available, may only be purchased at the time of product point of sale. The 1-year manufacturer's warranty runs from the date of receipt of the product through 12

months. The extended warranty runs from the expiration of the 1-year manufacturer's warranty through the term of the extended. Purchaser may not buy more than one extended warranty for any one specific product. The extended warranty does not cover accessories, including user-removable battery replacements; failure to follow use instructions; abuse, misuse, intentional or deliberate damage to the product; product used with equipment not manufactured or recommended by Contractor; products repaired or modified by persons other than Contractor without Contractor's written permission; products with a defaced or removed serial number; or force majeure during the extended warranty period. For customers who purchase an extended warranty, Contractor warrants it will repair or replace the Contractor product, which fails to function for any reason not excluded by this warranty, during the extended warranty period with the same or like product, at Contractor's option. Purchaser may not buy a new extended warranty for any replacement or repaired product which is replaced or repaired under the extended warranty. A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes Contractor's property. After the warranty period, Contractor may, at its sole option, repair or replace a Contractor product for a fee.

- 5.8 **EARLY TRADE-IN PROGRAM.** . A trade in credit is offered on paid legacy weapons defined by age of equipment. Any weapon which is not the most-current model has a trade in value. Trade-in credits apply when Purchaser orders the most current model. The value is \$180 per handle or weapon traded in equal to the number of new handles being purchased by the agency.

Discounts on CEW-related line items, including items related to OSP, may only be applied as a trade-in credit. Purchaser must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon within the timeframe in the "Unit Trade-In Days" table below. If items are received outside of the days listed in the table below, Axon will invoice Purchaser the value of the trade-in credit for those units. Destroyed Trade-in Units will not receive a credit.

Unit Trade-in Days	
Agency Size	Days to Return from Start date of Subscription
Less than 100 Officers	60 days
100-499 Officers	90 days
500+ Officers	180 days

- 5.9 **DATA OWNERSHIP AND USE.** Purchaser's data ("Data") shall include data collected, used, processed, stored, or generate as the result of the use of the Evidence.com services. Data is and shall remain the sole and exclusive property of the Purchaser. Contractor shall: (a) keep and maintain Data in strict confidence and as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; and, (b) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Data for Contractor's own purposes or for the benefit of anyone other than the Purchaser without the Purchaser's prior written consent. Purchaser's Data does not include Non-Content Data.
- 5.10 **SOFTWARE ACCESSIBILITY.** Contractor shall exercise commercially reasonable efforts to comply with the Washington State Office of Chief Information Officer (OCIO) Standard 188.10 –

Minimum Accessibility Standard located at <https://ocio.wa.gov/policy/minimum-accessibility-standard>.

- 5.11 DATA SECURITY. Contractor must protect the confidentiality, integrity and availability of Data with administrative, technical and physical measures that meet standards of: (a) OCIO 141.10 – Securing Information Technology Assets Standards that can be found at <https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets>; and (b) Criminal Justice Information Services (CJIS). Upon Purchaser’s request, Contractor will provide Purchaser the following: (a) attestation that Contractor is in compliance with CJIS; and (b) attestation that Contractor is in compliance with OCIO 141.10 – Securing Information Technology Assets Standards. Purchaser may accept, at its sole discretion, alternative reports, audits or reporting formats, which Purchaser determines to be equivalent or better to the reports and certifications described herein.
- 5.12 RETURN OF DATA. Upon notice of termination of the Purchase Order, Contractor, shall provide commercially reasonable assistance to the Purchaser in extracting and/or transitioning all Data in accordance with Sections 13 and 14 of the Cloud Services Appendix under Contractor’s MSPA. Contractor shall delete all Data within ninety (90) days of the date of termination, unless a later date is mutually agreed to between the Parties. Deletion of all Data from all Contractor’s systems in compliance with procedures established by the National Institute of Standards and Technology (NIST) and upon the Purchaser’s request certify to the Purchaser that Contractor has destroyed all Data disclosed to it under the Purchase Order.
- 5.13 DATA BREACH. Contractor must have an incident response process that follows National Institute of Standards and Technology (NIST) standards and includes breach detection, breach notification and breach response. Upon discovery or reasonable belief of any access, destruction, loss, theft, use or disclosure of Data by an unauthorized party (“Data Breach”), Contractor shall notify the impacted Purchasers by the fastest means available and also in writing. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor’s notification shall identify:
- i. The nature of the Data Breach;
 - ii. The Data accessed, used or disclosed;
 - iii. The person(s) who accessed, used, disclosed and/or received Data (if known);
 - iv. What Contractor has done or will do to quarantine and mitigate the Data Breach; and
 - v. What corrective action Contractor has taken or will take to prevent future Data Breaches.

Contractor shall quarantine the Data Breach, ensure secure access to Data, and restore Services as needed to comply with terms and conditions of this Contract. Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the impacted Purchasers.

In the event of the Data Breach, Contractor agrees to comply with all applicable state and federal statutory provisions, including but not limited to Revised Code of Washington (RCW) 19.255.010 and RCW 42.56.590. If a Data Breach occurs and is found to be the result of Contractor's acts, omissions or negligence, Contractor shall assume complete responsibility for notification of affected parties, and be liable for all associated costs incurred by the Purchasers in responding to or recovering from the Data Breach.

- 5.14 DUTY CARTRIDGE REPLENISHMENT PLAN. Upon request, Purchaser may participate in the Duty Cartridge Replenishment Plan. The Duty Cartridge Replenishment Plan provides unlimited duty replacements for live cartridges. Participation in the Plan is based on CEW user and must be included in Purchasers original ordering paperwork. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. There is no limit to the number of CEW user trade-in credits. The trade-in credit ratio is 1:1. Purchaser may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 5.15 FIREARM CLASSIFICATION. Purchaser warrants that TASER 10 is classified as a firearm for official Purchaser's use pursuant to a law enforcement agency under the [Gun Control Act of 1968](#) regarding the sale and transfer of firearms.

6 INVOICING & PAYMENT.

6.1. CONTRACTOR INVOICE. Contractor shall submit to Purchaser's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:

- a. Cooperative Master Contract No. 04220;
- b. Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
- c. Contractor's Federal Tax Identification Number;
- d. Date(s) of delivery;
- e. Description, quantity, catalog number and manufacturer number of the item(s) ordered;
- f. Net cost of each item;
- g. Invoice amount;
- h. Shipping cost; and
- i. Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Cooperative Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 6.2 PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 6.3 OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make

timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

- 6.4 NO ADVANCE PAYMENT. No advance payments shall be made for any hardware products furnished by Contractor pursuant to this Cooperative Master Contract. Payment for software subscriptions offered by Contractor under this Master Contract shall be paid on an annual basis in advance, or as otherwise mutually agreed upon between the Contractor and the Purchaser.
- 6.5 NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 6.6 TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Cooperative Master Contract. Failure to do so shall constitute breach of this Cooperative Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by Purchaser's jurisdiction on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

7 CONTRACT MANAGEMENT.

- 7.1 CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Cooperative Master Contract. Enterprise Services' contract administrator shall provide Cooperative Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Cooperative Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Mark Vessey
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-8728
Email: DESContractsTeamCedar@des.wa.gov

Contractor

Attn: Sean Lake
Axon Enterprise, Inc.
17800 N. 85th Street
Scottsdale, AZ 85255
Tel: (800) 978-2737
Email: slake@axon.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 7.2 CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Cooperative Master Contract.
- 7.3 PURCHASER NOTICES. Purchasers and Contractor may specify notice requirements pertaining to goods or services ordered pursuant to a Purchase Order from this Cooperative Master

Contract. Unless otherwise specified, Contractor's contract administrator shall be Contractor's principal contact for business activities under this Cooperative Master Contract.

- 7.4 LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor

Attn: Legal Department
Axon Enterprise, Inc.
17800 N. 85th Street
Scottsdale, AZ 85255
Email: legal@axon.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8 CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

8.1 COOPERATIVE MASTER CONTRACT SALES REPORTING. Contractor shall report total Cooperative Master Contract sales quarterly to Enterprise Services, as set forth below.

- (a) Cooperative Master Contract Sales Reporting System. Contractor shall report quarterly Cooperative Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
- (b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Cooperative Master Contract. If there are no Cooperative Master Contract sales during the reporting period, Contractor must report zero sales.

- (c) Due dates for Cooperative Master Contract Sales Reporting. Quarterly Cooperative Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	COOPERATIVE MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

8.2 VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.5 percent on the purchase price for all Cooperative Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Cooperative Master
Contract sales invoiced (not including sales tax) x .015.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Cooperative Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Cooperative Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Cooperative Master Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Cooperative Master Contract suspension or termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Cooperative Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing; provided, however, any increase in the VMF shall give Contractor the right to increase the prices set forth in Exhibit A notwithstanding Section 3.4 above, and further provided that, for the avoidance of doubt, any increase in the VMF shall not apply retroactively to

any orders placed, signed, or quoted pursuant to this Cooperative Master Contract before the date of such increase in the VMF.

- 8.3 COOPERATIVE PURCHASERS – ADMINISTRATIVE FEES. Some state Cooperative Purchasers may require an additional fee be paid directly to the state only on purchases made by eligible Purchasers within that state. Such administrative fee level, payment method, and schedule for such reports and payments will be incorporated into such Purchaser's Purchase Order. Contractor may adjust the Cooperative Master Contract pricing accordingly for such purchases to account for such administrative fee. Such administrative fee, however, shall not impact the vendor management fee set forth above or the prices paid by Purchasers outside the jurisdiction of the state requesting the additional fee. The vendor management fee set forth above shall be based on the gross amount of all sales (less any charges for taxes or shipping) under this Cooperative Master Contract.
- 8.4 ANNUAL COOPERATIVE MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Cooperative Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product identifier, per unit quantities sold, and Cooperative Master Contract price. This report must be provided in an electronic format that can be read by Microsoft (MS) Excel.

9 RECORDS RETENTION & AUDITS.

- 9.1 RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Cooperative Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Cooperative Master Contract or final payment for any order placed by a Purchaser against this Cooperative Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 9.2 AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable vendor management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Cooperative Master Contract or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Cooperative Master Contract or final payment for any order placed by a Purchaser against this Cooperative Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

10 INSURANCE.

- 10.1 REQUIRED INSURANCE. During the Term of this Cooperative Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for goods/services and no additional payment shall be made.

- 10.2 **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Cooperative Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.
- 10.3 **INSURANCE CERTIFICATE.** Prior to commencement of performance, Contractor shall provide to Enterprise Services a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to Enterprise Services that (1) names Enterprise Services and any Cooperative Purchasing State identified by Enterprise Services and provided to Contractor, as additional insureds, (2) provides for written notice of cancellation to be delivered in accordance with the policy provisions, and (3) provides that Contractor's liability insurance policy shall be primary, with any liability insurance of any Cooperative Purchasing State as secondary and noncontributory. Unless otherwise agreed in writing, other Cooperative Purchasing States' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

11 CLAIMS.

- 11.1 **ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES.** Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Cooperative Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Cooperative Master Contract.
- 11.2 **THIRD-PARTY CLAIMS; INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services, Cooperative Purchasing States, and any Purchaser and their employees and agents from and against all third party claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Cooperative Master Contract, except the extent such claims are caused by Enterprise Services or any Purchaser's negligence or willful misconduct. Indemnitee will timely provide Contractor with written notice of such claim, to the extent that such notice will not materially and irrevocably prejudice the Contractor's ability to defend against such claim, tender to Contractor the defense or settlement of such claim at Contractor's expense and cooperate fully with Contractor in the defense or settlement of such claim. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

- 12 **DISPUTE RESOLUTION.** The parties shall cooperate to resolve any dispute pertaining to this Cooperative Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5)

business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

13 SUSPENSION & TERMINATION; REMEDIES.

13.1 SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Cooperative Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Cooperative Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Cooperative Master Contract, until such obligations have been fulfilled.

13.2 DEFAULT. Each of the following events shall constitute default of this Cooperative Master Contract by Contractor:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Cooperative Master Contract including, but not limited to, Contractor's obligation to pay vendor management fees when due;
- (b) Contractor breaches any representation or warranty provided herein; or
- (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

13.3 REMEDIES FOR DEFAULT.

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Cooperative Master Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Cooperative Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

13.4 LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall Contractor or Purchaser be liable to the other for special, indirect, incidental, consequential, exemplary or punitive damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory. Except for damages that cannot be limited or excluded by applicable law, Contractor's total liability, whether for breach of contract, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed \$5,000,000.00 aggregate liability; provided, however, that nothing contained in this Section will in any way exclude or limit Contractor's liability for all damages arising out of gross negligence.

This limitation of liability provision survives the expiration or termination of this Cooperative Purchasing Master Contract and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Cooperative Purchasing Master Contract may be brought later than the limitations period specified by statute.

13.5 GOVERNMENTAL TERMINATION.

- (a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Cooperative Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Cooperative Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- (b) Termination for Public Convenience. Enterprise Services, for public convenience, may terminate this Cooperative Master Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. For the avoidance of doubt, if an order is issued prior to termination for public convenience pursuant to this section, it shall remain in effect and continue until all obligations of both the Contractor and Purchaser are completed, and such order will continue to be governed by the terms and conditions of this Cooperative Master Contract. Except as stated in this provision, in the event of such termination for public convenience, Enterprise Services shall not have any obligation or liability to Contractor, except as provided in the MSPA Section 11.2 Effect of Termination.

- 13.6 TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all goods and/or services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Cooperative Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

14 GENERAL PROVISIONS.

- 14.1 TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Cooperative Master Contract.

- 14.2 **FORCE MAJEURE.** Neither party to this Cooperative Master Contract or Purchase Orders thereunder shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, pandemic, or war which are beyond that party's reasonable control which said party provides written notice of within three (3) calendar days to the other specifying such force majeure event and their detailed plan to resume normal operations; *Provided*, however, that, in the event Contractor declares force majeure, Enterprise Services shall have the right to terminate this Cooperative Master Contract if such force majeure event interferes, in Enterprise Services' judgment, with the successful performance of Contractor's obligations under this Cooperative Master Contract for more than sixty (60) days.
- 14.3 **COMPLIANCE WITH LAW.** Contractor shall comply with all applicable law.
- 14.4 **INTEGRATED AGREEMENT.** This Cooperative Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 14.5 **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Cooperative Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 14.6 **AUTHORITY.** Each party to this Cooperative Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Cooperative Master Contract and that its execution, delivery, and performance of this Cooperative Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 14.7 **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Cooperative Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 14.8 **ASSIGNMENT.** Contractor may not assign its rights under this Cooperative Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Cooperative Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Cooperative Master Contract notwithstanding any prior assignment of its rights.
- 14.9 **BINDING EFFECT; SUCCESSORS & ASSIGNS.** This Cooperative Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 14.10 **PUBLIC INFORMATION.** This Cooperative Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.
- 14.11 **ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES.** Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the

Contractor's obligations under this Cooperative Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.

- 14.12 FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase goods and/or services pursuant to this Cooperative Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 14.13 SEVERABILITY. If any provision of this Cooperative Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Cooperative Master Contract, and to this end the provisions of this Cooperative Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Cooperative Master Contract.
- 14.14 WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Cooperative Master Contract, nor shall any purported oral modification or rescission of this Cooperative Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 14.15 SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Cooperative Master Contract shall survive and remain in effect following the expiration or termination of this Cooperative Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 14.16 GOVERNING LAW. The validity, construction, performance, and enforcement of this Cooperative Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules. The validity, construction, and effect of any Purchase Order pertaining to the Cooperative Master Contract shall be governed by and construed in accordance with the laws of the Purchaser's state.
- 14.17 JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Cooperative Master Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington; *Provided*, however, that venue for any claim, dispute, or action concerning any Purchase Order placed against the Cooperative Master Contract shall be in the Purchaser's state.
- 14.18 SOVEREIGN IMMUNITY. In no event shall this Cooperative Master Contract or any Purchase Order issued thereunder, or any act of Enterprise Services or a Purchaser be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. This section applies to a claim brought against the Cooperative Purchasers who are states only to the extent Congress has appropriately

abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court.

- 14.19 ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Cooperative Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 14.20 FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Cooperative Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Cooperative Master Contract. Each party hereto and its counsel has reviewed and revised this Cooperative Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Cooperative Master Contract. Each term and provision of this Cooperative Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 14.21 FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Cooperative Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Cooperative Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Cooperative Master Contract.
- 14.22 EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Cooperative Master Contract in their entirety.
- 14.23 CAPTIONS & HEADINGS. The captions and headings in this Cooperative Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Cooperative Master Contract nor the meaning of any provisions hereof.
- 14.24 ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Cooperative Master Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Cooperative Master Contract or such other ancillary agreement for all purposes.
- 14.25 COUNTERPARTS. This Cooperative Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Cooperative Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Cooperative Master Contract.
- 14.26 NONDISCRIMINATION.
- a. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW

49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

- b. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- c. Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

AXON ENTERPRISE, INC.,
a Delaware Corporation

By: Nick Ioanna
Nick Ioanna
Its: Procurement Supervisor

By: Robert E. Driscoll, Jr.
Robert E. Driscoll, Jr. (Oct 30, 2024 13:42 PDT)
Robert E. Driscoll, Jr.
Its: VP, Associate General Counsel

EXHIBIT A

INCLUDED GOODS AND SERVICES

Product Code	Product Name	List Price Currency	MAX END USER PRICE	Sales Bundle?	Monthly Subscription
11000	AXON TASER X26P - HANDLE - BLACK CLASS 2	USD	\$1,163.09	No	
11001	AXON TASER X26P - HANDLE - YELLOW CLASS 2	USD	\$1,163.09	No	
11002	AXON TASER X26P - HANDLE - BLACK	USD	\$1,163.09	No	
11003	AXON TASER X26 - HANDLE - YELLOW	USD	\$1,163.09	No	
11009	AXON TASER X26P - HANDLE - GREEN CLASS 3R	USD	\$1,163.09	No	
11010	AXON TASER X26 - SPARE CARTRIDGE BATTERY PACK	USD	\$96.00	No	
11015	AXON TASER X26 - BATTERY PACK - XAPPM SPARE CART ASD	USD	\$89.61	No	
11023	AXON TASER X26P - HANDLE - BLUE DEMO LASER POINTER	USD	\$192.55	No	
11026	AXON TASER X26P - HANDLE - BLUE SIMULATOR	USD	\$846.10	No	
11500	AXON TASER X26P - HOLSTER - BLADE TECH - RH	USD	\$49.64	No	
11501	AXON TASER X26 - HOLSTER - BLACKHAWK RH	USD	\$73.67	No	
11502	AXON TASER X26P - HOLSTER - SAFARILAND BASKETWEAVE RH	USD	\$109.20	No	
11503	AXON TASER X26P - HOLSTER - BLADE TECH - LH	USD	\$49.64	No	
11504	AXON TASER X26P - HOLSTER - BLACKHAWK LH	USD	\$73.67	No	
11505	AXON TASER X26P - HOLSTER - SAFARILAND BASKETWEAVE LH	USD	\$109.20	No	
20004	AXON TASER - CARTRIDGE - SOFT CONTACT LIVE SIM TRNG SMART	USD	\$48.00	No	
20006	AXON TASER X2 - HOLSTER - BLADE-TECH RH LARGE TMMS INNER	USD	\$118.70	No	
20007	AXON TASER X2 - HOLSTER - BLADE-TECH LH LARGE TMMS INNER	USD	\$118.70	No	
20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	USD	\$1,720.00	No	
20009	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 2	USD	\$1,720.00	No	
20018	AXON TASER - BATTERY PACK - TACTICAL	USD	\$98.10	No	
20019	AXON TASER - BATTERY PACK - COMPACT	USD	\$86.00	No	
20020	AXON TASER 7 - BATTERY PACK - NON- RECHARGEABLE	USD	\$69.00	No	

Product Code	Product Name	List Price Currency	MAX END USER PRICE	Sales Bundle?	Monthly Subscription
20022	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R GREEN	USD	\$1,720.00	No	
20023	AXON TASER 7 - TRAINING HANDLE - BLUE RUBBER	USD	\$68.45	No	
20027	AXON TASER - BATTERY PACK - DISCONNECT	USD	\$147.15	No	
20028	AXON TASER 7 - TRN CARTRIDGE ALLIGATOR CLIP SO (3.5 DEGREE)	USD	\$67.30	No	
20029	AXON TASER 7 - TRN CARTRIDGE ALLIGATOR CLIP CQ (12 DEG)	USD	\$67.30	No	
20033	AXON TASER - DISCONNECT BATTERY WRIST STRAP AND KEY RING	USD	\$11.45	No	
20050	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT	USD	\$855.25	No	
20056	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT KIT SHIELD	USD	\$45.65	No	
20058	AXON TASER 7 - CARTRIDGE CARRIER - S.O. TECH POUCH SOFT	USD	\$22.80	No	
20059	AXON TASER 7 - CARTRIDGE CARRIER - SAFARILAND	USD	\$25.70	No	
20060	AXON TASER 7 - HOLSTER - S.O. TECH AMBIDEXTROUS	USD	\$91.25	No	
20061	AXON TASER 7 - HOLSTER - BLADE-TECH RH	USD	\$80.00	No	
20062	AXON TASER 7 - HOLSTER - BLACKHAWK RH	USD	\$69.00	No	
20063	AXON TASER 7 - HOLSTER - SAFARILAND RH	USD	\$67.50	No	
20064	AXON TASER - TASER 7 SAFETY CLIP	USD	\$9.50	No	
20066	AXON TASER 7 - HOLSTER - BLADE-TECH LH	USD	\$80.00	No	
20067	AXON TASER 7 - HOLSTER - BLACKHAWK LH	USD	\$69.00	No	
20068	AXON TASER 7 - HOLSTER - SAFARILAND LH	USD	\$67.50	No	
20104	AXON TASER 7 - TRADE-IN UPFRONT PURCHASE	USD	\$0.00	No	
20119	AXON TASER - MASTER INSTRUCTOR SCHOOL VOUCHER	USD	\$1,495.00	No	
20120	AXON TASER - INSTRUCTOR COURSE VOUCHER	USD	\$375.00	No	
20133	AXON TASER - IN-HOUSE INSTRUCTOR COURSE ONLINE MATERIAL	USD	\$0.00	No	
20157	AXON TASER - HARD CASE - 15.2X12X4.5 EGG CRATE FOAM	USD	\$91.25	No	
20158	AXON TASER 7 - HOLSTER - BLADE-TECH RH WITH INNER TMMS	USD	\$91.25	No	
20159	AXON TASER 7 - HOLSTER - BLADE-TECH LH WITH INNER TMMS	USD	\$91.25	No	
20160	AXON TASER 7 - HOLSTER - SAFARILAND RH+CART CARRIER	USD	\$91.25	No	

Product Code	Product Name	List Price Currency	MAX END USER PRICE	Sales Bundle?	Monthly Subscription
20161	AXON TASER 7 - HOLSTER - SAFARILAND LH+CART CARRIER	USD	\$91.25	No	
20162	AXON TASER 7 - HOLSTER - SAFARILAND HIGH GLOSS RH+CART CARR	USD	\$86.65	No	
20163	AXON TASER 7 - HOLSTER - SAFARILAND HIGH GLOSS LH+CART CARR	USD	\$86.65	No	
20164	AXON TASER 7 - HOLSTER - SAFARILAND BSKT WEAVE RH+CART CARR	USD	\$91.25	No	
20165	AXON TASER 7 - HOLSTER - SAFARILAND BSKT WEAVE LH+CART CARR	USD	\$91.25	No	
20168	AXON TASER 7 - HOLSTER - SAFARILAND BASKET WEAVE RH	USD	\$77.00	No	
20169	AXON TASER 7 - HOLSTER - SAFARILAND BASKET WEAVE LH	USD	\$77.00	No	
20186	AXON TASER - HOLSTER MOLLE ADAPTER - SAFARILAND W/MLS16 FORK	USD	\$25.70	No	
20187	AXON TASER - HOLSTER ATCH - BLADE-TECH TMMS OUT LG MOLLE-LOK	USD	\$37.65	No	
20212	TRUE UP - TASER 7 CQ BASIC TRUE-UP SKU	USD	\$32.25	No	1
20213	AXON TASER 7 CQ - HANDLE - CLASS 3R	USD	\$1,600.00	No	
20214	AXON TASER 7 CQ - HANDLE - CLASS 2	USD	\$1,600.00	No	
20226	TRUE UP - TASER 7 CQ BUDGET TRUE-UP SKU	USD	\$37.25	No	1
20231	TRUE UP - TASER 7 CQ DOCK TRUE-UP SKU	USD	\$42.25	No	1
20233	TRUE UP - TASER 7 CERTIFICATION PLAN ADD- ON TRUE UP PAYMENT	USD	\$12.25	No	1
20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	USD	\$4,504.00	No	
20245	TRUE UP - TASER 7 CERTIFICATION PLAN TRUE UP	USD	\$51.00	No	1
20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	USD	\$3.67	No	1
20247	AXON TASER 7 - ONLINE TRAINING CONTENT LICENSE	USD	\$0.00	No	1
20248	AXON TASER - EVIDENCE.COM LICENSE	USD	\$7.12	No	1
20268	TRUE UP - TASER 7 CERT 10 YEAR BUNDLE 6 YEAR TRUE UP	USD	\$54.00	Yes	1
20279	TRUE UP - T7 CERT PLUS VR TRUE UP PAYMENT	USD	\$61.25	No	1
20281	AXON TASER - T7CQ DOCK YEAR 6-10 HARDWARE	USD	\$3,032.00	No	
20283	TRUE UP - TASER 7 CQ DOCK YEAR 6-10 TRUE UP	USD	\$55.40	No	1
20291	AXON TASER - SAFARILAND STANDARD CART CARRIER - BELT LOOP	USD	\$55.20	No	

Product Code	Product Name	List Price Currency	MAX END USER PRICE	Sales Bundle?	Monthly Subscription
20292	AXON TASER - SAFARILAND THIGH RIG MOUNT	USD	\$87.85	No	
20293	AXON TASER - SAFARILAND BELT CLIP	USD	\$39.95	No	
20296	AXON VR - TABLET	USD	\$1,075.00	No	
20297	AXON VR - TABLET CASE	USD	\$64.50	No	
20340	TRUE UP - AXON CORE + PLAN WITH T7 CERT TRUE UP 1	USD	\$27.00	No	1
20341	TRUE UP - AXON CORE + PLAN WITH T7 CERT TRUE UP 2	USD	\$21.50	No	1
20342	TRUE UP - AXON CORE + PLAN WITH T7 CERT TRUE UP 3	USD	\$65.75	No	1
20343	TRUE UP - AXON CORE + PLAN WITH T7 CERT TRUE UP 4	USD	\$59.75	No	1
20347	TRUE UP - AXON CORE PLAN T7 CQ WITH DOCK TRUE UP 1	USD	\$20.75	No	1
20348	TRUE UP - AXON CORE PLAN T7 CQ WITH DOCK TRUE UP 2	USD	\$12.50	No	1
20370	AXON VR - FULL ACCESS - TASER 7 ADD-ON USER	USD	\$28.47	No	1
20371	AXON VR - FULL ACCESS - TASER 7 CERTIFICATION UPGRADE USER	USD	\$24.91	No	1
20373	AXON VR - TAP REFRESH 1 - HEADSET	USD	\$2,092.00	No	
20374	AXON VR - TAP REFRESH 2 - HEADSET	USD	\$2,195.00	No	
20375	AXON VR - TAP REFRESH 3 - HEADSET	USD	\$2,259.00	No	
20378	AXON VR - HEADSET - HTC FOCUS 3	USD	\$1,935.00	No	
20416	TRUE UP - UNLIMITED 7 PLUS 1	USD	\$18.75	No	1
20417	TRUE UP - UNLIMITED 7 PLUS 2	USD	\$18.75	No	1
20419	TRUE UP - UNLIMITED 7 PLUS 4	USD	\$21.10	No	1
20433	TRUE UP - 2020 UNLIMITED 7 + PAYMENT 1	USD	\$15.50	No	1
20434	TRUE UP - 2020 UNLIMITED 7 + PAYMENT 2	USD	\$34.75	No	1
20466	TRUE UP - TASER CERTIFICATION 10 YEAR TRUE UP 1	USD	\$17.25	No	1
20470	TRUE UP - UNLIMITED 7 + TRUE UP 1	USD	\$15.50	No	1
20472	TRUE UP - UNLIMITED 7 + 10Y TRUE UP 1	USD	\$10.25	No	1
20479	TRUE UP - UNLIMITED 7 TRUE UP 1	USD	\$15.75	No	1
20481	TRUE UP - UNLIMITED 7 10Y TRUE UP 1	USD	\$9.25	No	1
20554	AXON TASER X2 - UNLIMITED DUTY CARTRIDGES	USD	\$11.46	No	1
20555	AXON TASER X26 - UNLIMITED DUTY CARTRIDGES	USD	\$11.51	No	1
20568	TRUE UP - UNLIMITED + PREMIUM TRUE UP 1	USD	\$19.00	No	1
20569	TRUE UP - UNLIMITED + PREMIUM TRUE UP 2	USD	\$41.95	No	1
22000	AXON TASER X2 - HANDLE - BLACK CLASS 2	USD	\$1,700.00	No	

Product Code	Product Name	List Price Currency	MAX END USER PRICE	Sales Bundle?	Monthly Subscription
22001	AXON TASER X2 - HANDLE - YELLOW CLASS 2	USD	\$1,700.00	No	
22002	AXON TASER X2 - HANDLE - BLACK	USD	\$1,700.00	No	
22003	AXON TASER X2 - HANDLE - YELLOW	USD	\$1,700.00	No	
22010	AXON TASER - X2/X26P BATTERY PACK - PPM STANDARD	USD	\$71.06	No	
22011	AXON TASER - X2/X26P BATTERY PACK - APPM AUTOMATIC SHUT DOWN	USD	\$85.43	No	
22012	AXON TASER - X2/X26P BATTERY PACK - TPPM TACTICAL PINKY EXT	USD	\$71.06	No	
22013	AXON TASER - X2/X26P - DATAPORT DOWNLOAD KIT USB	USD	\$229.90	No	
22018	AXON TASER - GRIP - HOGUE PACKAGED	USD	\$25.45	No	
22023	AXON TASER X2 - HANDLE - BLUE DEMO LASER POINTER	USD	\$261.50	No	
22026	AXON TASER X2 - HANDLE - BLUE SIMULATOR	USD	\$1,092.05	No	
22037	AXON TASER X2 - REFLECTIVE SIDE LABEL	USD	\$14.75	No	
22038	AXON TASER X26P - REFLECTIVE SIDE LABEL	USD	\$13.90	No	
22155	AXON TASER X2 - CARTRIDGE - INERT SIMULATION	USD	\$65.65	No	
22157	AXON TASER X2 - CARTRIDGE - 25 FT NON- CONDUCTIVE TRNG SMART	USD	\$49.92	No	
22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	USD	\$38.00	No	
22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	USD	\$40.25	No	
22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	USD	\$38.00	No	
22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	USD	\$40.25	No	
22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	USD	\$38.00	No	
22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	USD	\$51.95	No	
22184	AXON TASER X2 - CARTRIDGE - 15 FT SMART NS	USD	\$49.92	No	
22185	AXON TASER X2 - CARTRIDGE - 25 FT SMART NS	USD	\$49.92	No	
22188	AXON TASER - X26/X26P CARTRIDGE - 15 FT STANDARD NS	USD	\$29.52	No	
22189	AXON TASER - X26/X26P CARTRIDGE - 21 FT STANDARD NS	USD	\$31.72	No	
22190	AXON TASER - X26/X26P CARTRIDGE - STANDARD NS	USD	\$36.05	No	

Product Code	Product Name	List Price Currency	MAX END USER PRICE	Sales Bundle?	Monthly Subscription
22500	AXON TASER X2 - HOLSTER - BLADE-TECH RH	USD	\$106.00	No	
22501	AXON TASER X2 - HOLSTER - BLACKHAWK RH	USD	\$109.00	No	
22502	TASER X2 - HOLSTER - SAFARILAND STX BASKETWEAVE RH	USD	\$138.05	No	
22503	AXON TASER X2 - HOLSTER - BLADE-TECH LH	USD	\$106.00	No	
22504	AXON TASER X2 - HOLSTER - BLACKHAWK LH	USD	\$109.00	No	
22505	TASER X2 - HOLSTER - SAFARILAND STX BASKETWEAVE LH	USD	\$138.05	No	
22507	TASER X2 - HOLSTER - SAFARILAND STX SAFARISEVEN RH	USD	\$138.05	No	
22508	TASER X2 - HOLSTER - SAFARILAND STX SAFARISEVEN LH	USD	\$138.05	No	
22510	TASER X26P - HOLSTER - SAFARILAND SAFARISEVEN RH	USD	\$109.20	No	
22511	TASER X26P - HOLSTER - SAFARILAND SAFARISEVEN LH	USD	\$109.20	No	
22512	TASER X26P - HOLSTER - SAFARILAND QLS W/MOLLE RH	USD	\$103.80	No	
22513	TASER X26P - HOLSTER - SAFARILAND QLS W/MOLLE LH	USD	\$103.80	No	
26700	AXON TASER X26 - BATTERY PACK - DPM	USD	\$58.55	No	
26701	AXON TASER X26 - BATTERY PACK - XDPM SPARE CARTRIDGE	USD	\$66.40	No	
26762	AXON TASER - USB DOWNLOAD KIT - TASER CAM HD	USD	\$19.70	No	
26764	AXON TASER - REPLACEMENT BATTERY KIT - TASER CAM HD	USD	\$67.93	No	
26802	AXON TASER - HOLSTER - 2ACH DUAL CARTRIDGE	USD	\$35.30	No	
26810	AXON TASER - TASER CAM - TCHD	USD	\$622.82	No	
26820	AXON TASER - TASER CAM - AS TCHD	USD	\$655.22	No	
30053	AXON TASER - TASER BELT CLIP - RIGHT TMMS OUTER	USD	\$29.65	No	
33112	AXON TASER - CARTRIDGE - SMART INERT W/ALLIGATOR CLIP	USD	\$49.15	No	
33212	AXON TASER - BELTCLIP - UNIVERSAL TEK-LOK	USD	\$12.65	No	
33520	AXON TASER - RMA REPAIR	USD	\$70.00	No	
39066	AXON TASER - PULSE	USD	\$185.00	No	
44205	AXON TASER - X26/X26P CARTRIDGE - 21 FT NON-CONDUCTIVE TRNG	USD	\$30.62	No	
44415	AXON TASER - SIM SUIT - HELMET BLACK	USD	\$120.18	No	
44416	AXON TASER - SIM SUIT - GLOVES BLACK (SET)	USD	\$67.93	No	
44550	AXON TASER - ENHANCED SIM SUIT - MODEL II	USD	\$765.99	No	

Product Code	Product Name	List Price Currency	MAX END USER PRICE	Sales Bundle?	Monthly Subscription
44729	AXON TASER - INSTRUCTOR COURSE VOUCHER - A LA CARTE	USD	\$375.00	No	
44952	AXON TASER - HOLSTER - BLADE-TECH WITH TEK-LOK	USD	\$57.35	No	
44953	AXON TASER - HOLSTER - BLADE-TECH LH	USD	\$57.35	No	
44966	AXON TASER X26 - CARTRIDGE HOLDER	USD	\$42.50	No	
44972	TASER X26 - HOLSTER - BLACKHAWK, 44H015BK-R-B RH	USD	\$57.35	No	
44973	TASER X26 - HOLSTER - BLACKHAWK 44H015BK-L-B LH	USD	\$57.35	No	
70027	AXON - ECOM DOCK CORE	USD	\$314.00	No	
70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	USD	\$43.90	No	
70116	AXON TASER - X2/X26P BATTERY PACK - SPPM SIGNAL CONNECTED	USD	\$109.20	No	
70976	AXON TASER - SAFETY GLASSES	USD	\$6.30	No	
71104	AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA	USD	\$10.00	No	
73632	TRUE UP - TASER 7 BASIC TRUE UP	USD	\$6.00	No	1
74037	AXON TASER X2 - HARD CASE AND FOAM	USD	\$179.45	No	
74200	AXON TASER - DOCK - SIX BAY PLUS CORE	USD	\$1,500.00	No	
74201	AXON TASER - DOCK - SINGLE BAY PLUS CORE	USD	\$649.00	No	
74208	AXON TASER 7 - SINGLE BAY BATTERY DATAPORT - NORTH AMERICA	USD	\$398.05	No	
74209	AXON TASER 7 - SIX BAY BATTER DATAPORT	USD	\$1,368.50	No	
75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	USD	\$1,495.00	No	
80002	AXON TASER - TARGET - PAPER CONDUCTIVE INK CIVILIAN	USD	\$11.55	No	
80004	AXON TASER - TARGET - CONDUCTIVE 2 PART TOP AND BOTTOM	USD	\$36.05	No	
80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	USD	\$150.00	No	
80089	AXON TASER - TARGET - CONDUCTIVE HALT HYBRID	USD	\$171.10	No	
80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	USD	\$85.55	No	
80100	AXON TASER - LASER ENGRAVING	USD	\$6.50	No	
80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	USD	\$0.68	No	1
80381	AXON TASER 7 - EXT WARRANTY - SINGLE BAY DATAPORT	USD	\$2.41	No	1
80387	AXON TASER 7 - EXT WARRANTY - DOCK SINGLE BAY	USD	\$4.06	No	1

Product Code	Product Name	List Price Currency	MAX END USER PRICE	Sales Bundle?	Monthly Subscription
80388	AXON TASER - EXT WARRANTY - TASER CAM TCHD	USD	\$3.41	No	1
80390	AXON TASER 7 - EXT WARRANTY - SIX BAY BATTERY DATAPORT	USD	\$7.54	No	1
80394	AXON TASER 7 CQ - EXT WARRANTY - HANDLE	USD	\$9.45	No	1
80395	AXON TASER 7 - EXT WARRANTY - HANDLE	USD	\$6.25	No	1
80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	USD	\$5.00	No	1
80398	AXON TASER X26P - EXT WARRANTY - HANDLE	USD	\$7.53	No	1
80399	AXON TASER X2 - EXT WARRANTY - HANDLE	USD	\$15.66	No	1
80501	AXON TASER X2 - ONLINE TRAINING CONTENT LICENSE	USD	\$0.00	No	1
80502	AXON TASER X26P - ONLINE TRAINING CONTENT LICENSE	USD	\$0.00	No	1
80506	WIRE TRANSFER FEE	USD	\$0.00	No	
80507	SHIPPING FEE	USD	\$0.00	No	
85000	AXON TASER - ALLIGATOR CLIP - ASSEMBLED STANDARD CARTRIDGE	USD	\$69.40	No	
85147	AXON TASER - PSO - STARTER	USD	\$9,950.00	No	
85149	AXON TASER - PSO - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	USD	\$6,800.00	No	
85150	AXON TASER - PSO - CEW ADD-ON	USD	\$3,150.00	No	
100070	AXON TASER X26P - HARD CASE - SMALL 13X9.5X2.5	USD	\$11.55	No	
100103	AXON TASER 7 - HOLSTER - SAFARILAND LEG DROP+CART CARR RH	USD	\$171.10	No	
100104	AXON TASER 7 - HOLSTER - SAFARILAND LEG DROP+CART CARR LH	USD	\$171.10	No	
100108	AXON TASER - FEES - EXPERT IDLE	USD	\$100.00	No	
100109	AXON TASER - FEES - EXPERT TRAVEL	USD	\$1.00	No	
100110	AXON TASER - FEES - EXPERT WORK	USD	\$250.00	No	
100114	AXON TASER - BELT LOOP - SAFARILAND 3 IN	USD	\$18.25	No	
100115	AXON TASER 7 - HOLSTER - SAFARILAND 3 IN BELT LOOP RH	USD	\$91.25	No	
100116	AXON TASER 7 - HOLSTER - SAFARILAND 3 IN BELT LOOP LH	USD	\$91.25	No	
100117	AXON TASER - SAFARILAND QUICK REL LEG STRAP - 6005-11	USD	\$54.75	No	
100118	AXON TASER - DISCONNECT BATTERY COILED BELT LOOP ATTCHMNT	USD	\$12.00	No	
100122	AXON VR - HEADSET BATTERY - HTC FOCUS 3	USD	\$100.00	No	
100124	AXON VR - HEADSET FACE AND REAR CUSHION - HTC FOCUS 3	USD	\$50.00	No	

Product Code	Product Name	List Price Currency	MAX END USER PRICE	Sales Bundle?	Monthly Subscription
100126	AXON VR - TACTICAL BAG	USD	\$134.38	No	
100128	AXON TASER 7 - TRAINING HANDLE - INERT CLASS 2 LASER	USD	\$650.00	No	
100131	AXON TASER - FORENSICS - PROBE ANALYSIS	USD	\$500.00	No	
100132	AXON TASER - FORENSICS - DATA ANALYSIS	USD	\$1,000.00	No	
100133	AXON TASER - FORENSICS - FULL ANALYSIS	USD	\$2,000.00	No	
100142	AXON TASER - DOCK POWER SUPPLY - 120W 16VDC (T7 AB3 AB2 AF2)	USD	\$135.40	No	
100144	AXON TASER - TASER CAM HD - USB RUBBER PLUG	USD	\$1.25	No	
100167	AXON TASER - MASTER INSTRUCTOR SCHOOL - AGENCY SPECIFIC	USD	\$30,000.00	No	
100170	AXON TASER - OPERATOR TRAINING - TIER 1	USD	\$100.00	No	
100171	AXON TASER - OPERATOR TRAINING - TIER 2	USD	\$90.00	No	
100172	AXON TASER - OPERATOR TRAINING - TIER 3	USD	\$75.00	No	
100173	AXON TASER - OPERATOR TRAINING - TIER 4	USD	\$50.00	No	
100174	AXON TASER - OPERATOR TRAINING - TIER 5	USD	\$35.00	No	
100189	AXON TASER - FORENSICS - EXPEDITE	USD	\$1,083.00	No	
100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	USD	\$8.61	No	1
100202	AXON TASER 7 - SAFETY REPAIR KIT	USD	\$0.00	No	
100210	AXON VR - TAP REFRESH 1 - TABLET	USD	\$1,162.00	No	
100211	AXON VR - TAP REFRESH 2 - TABLET	USD	\$1,220.00	No	
100212	AXON VR - TAP REFRESH 3 - TABLET	USD	\$1,255.00	No	
100213	AXON VR - EXT WARRANTY - TABLET	USD	\$4.48	No	1
100217	AXON TASER - TORQUEFIX & TORQUEVAR BLADE - WIHA 28562	USD	\$10.85	No	
100218	AXON TASER - TORQUEVARIO-S TORQUE SCRWDRVR 15-80 IN OZ	USD	\$140.80	No	
100251	AXON TASER - RESIN - MAKROLON 2407 550115 CLEAR	USD	\$3.55	No	
100328	AXON TASER 7 - HOLSTER - SAFARILAND YLW HOOD QLS 22/19 RH	USD	\$124.55	No	
100329	AXON TASER 7 - HOLSTER - SAFARILAND YLW HOOD QLS 22/19 LH	USD	\$124.55	No	
100362	AXON VR - POWER ADAPTER - HTC FOCUS 3	USD	\$40.00	No	
100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	USD	\$2,150.00	No	
100391	AXON TASER 10 - HANDLE - YELLOW CLASS 2	USD	\$2,150.00	No	
100392	AXON TASER 10 - HANDLE - INERT RED CLASS 2	USD	\$2,150.00	No	
100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	USD	\$150.00	No	

Product Code	Product Name	List Price Currency	MAX END USER PRICE	Sales Bundle?	Monthly Subscription
100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	USD	\$150.00	No	
100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	USD	\$150.00	No	
100396	AXON TASER 10 - MAGAZINE - INERT RED	USD	\$150.00	No	
100399	AXON TASER 10 - CARTRIDGE - LIVE	USD	\$21.00	No	
100400	AXON TASER 10 - CARTRIDGE - HALT	USD	\$21.00	No	
100401	AXON TASER 10 - CARTRIDGE - INERT	USD	\$21.00	No	
100403	AXON TASER X2 - HOLSTER - SAFARILAND QLS KIT QLS19 & QLS22	USD	\$37.40	No	
100470	AXON TASER - SAFARILAND QLS19 FORK	USD	\$18.45	No	
100471	AXON TASER - SAFARILAND QLS RECEIVER PLATE	USD	\$23.85	No	
100503	AXON TASER - FULL SERVICE FEDERAL	USD	\$17,000.00	No	
100504	AXON TASER - 1 DAY FEDERAL	USD	\$2,000.00	No	
100505	AXON TASER - CEW TRANSITION FEDERAL	USD	\$2,000.00	No	
100510	AXON TASER - PSO - STARTER INTERNATIONAL	USD	\$2,750.00	No	
100511	AXON TASER - PSO - FULL SERVICE INTERNATIONAL	USD	\$17,000.00	No	
100512	AXON TASER - PSO - 1 DAY INTERNATIONAL	USD	\$2,000.00	No	
100513	AXON TASER - PSO - TRANSITION SERVICE INTERNATIONAL	USD	\$2,000.00	No	
100538	AXON VR - STANDALONE USER - FULL ACCESS	USD	\$12.50	No	1
100539	AXON VR - STANDALONE USER ACCESS - CET-ONLY	USD	\$12.10	No	1
100544	SHIPPING - UPS EXPRESS SAVER (3 DAY)	USD	\$15.00	No	
100545	SHIPPING - UPS STANDARD OVERNIGHT	USD	\$25.00	No	
100546	SHIPPING - UPS 2 DAY	USD	\$18.00	No	
100547	SHIPPING - UPS GROUND	USD	\$0.00	No	
100554	AMENDMENT CREDIT - GOODS AXON	USD	\$1.00	No	
100559	AXON TASER - SAFARILAND QUICK REL SINGLE STRAP THIGH RIG	USD	\$98.60	No	
100591	AXON TASER - CLEANING KIT	USD	\$45.00	No	
100594	AXON TASER X2 - HOLSTER - CLOSED BELT LOOP LH	USD	\$95.45	No	
100595	AXON TASER X2 - HOLSTER - CLOSED BELT LOOP RH	USD	\$95.45	No	
100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	USD	\$80.00	No	
100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	USD	\$80.00	No	
100614	AXON TASER 10 - HOLSTER - BLADE-TECH RH	USD	\$80.00	No	
100615	AXON TASER 10 - HOLSTER - BLADE-TECH LH	USD	\$80.00	No	
100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	USD	\$80.00	No	

Product Code	Product Name	List Price Currency	MAX END USER PRICE	Sales Bundle?	Monthly Subscription
100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	USD	\$80.00	No	
100621	AXON TASER 10 - HOLSTER - S.O. TECH AMBIDEXTROUS	USD	\$80.00	No	
100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	USD	\$750.00	No	
100676	AXON TASER 10 - ADVANCED PATROL COURSE - 1 DAY	USD	\$250.00	No	
100677	AXON TASER 10 - ADVANCED TACTICAL OPERATORS COURSE - 1 DAY	USD	\$300.00	No	
100702	AXON TASER - TAP REFRESH - HANDLE	USD	\$2,609.00	No	
100703	AXON TASER - TAP REFRESH - BATTERY PACK	USD	\$111.00	No	
100704	AXON TASER 10 - EXT WARRANTY - HANDLE	USD	\$8.97	No	1
100735	AXON TASER - HOLSTER - BLACKHAWK S.T.R.I.K.E. PLATFORM AMB	USD	\$18.45	No	
100743	AXON TASER - CLEANING KIT WITHOUT ALCOHOL	USD	\$35.00	No	
100748	AXON VR - CONTROLLER - TASER 10	USD	\$1,500.00	No	
100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	USD	\$7.97	No	1
100754	AXON VR - HTC FOCUS 3 - BATTERY CHARGING DOCK	USD	\$119.00	No	
100787	AXON TASER 10 - HOLSTER - BLADE-TECH RH TMMS INSERT PLATE	USD	\$80.00	No	
100788	AXON TASER 10 - HOLSTER - BLADE-TECH LH TMMS INSERT PLATE	USD	\$80.00	No	
100808	AXON TASER - HOOD GUARD - SAFARILAND SLS RH	USD	\$10.70	No	
100810	AXON TASER - HOOD GUARD - SAFARILAND SLS LH	USD	\$10.70	No	
100833	AXON VR - CONTROLLER - TASER 7	USD	\$1,785.00	No	
100837	THIRD PARY PROVIDED - SERVICES	USD	\$1.00	No	
100844	TRUE UP - TASER 10 BASIC	USD	\$39.58	No	1
100845	TRUE UP - TASER 10 CERTIFICATION	USD	\$45.36	No	1
100846	TRUE UP - TASER 10 CERTIFICATION 10YR	USD	\$51.10	No	1
100847	TRUE UP - TASER 10 CERTIFICATION W/VR	USD	\$47.09	No	1
100848	TRUE UP - TASER 10 CERTIFICATION W/VR 10 YR	USD	\$53.05	No	1
100849	TRUE UP - UNLIMITED 10 PREMIUM 10YR	USD	\$2.08	No	1
100850	TRUE UP - UNLIMITED 10 PREMIUM	USD	\$1.85	No	1
100862	AXON VR - PLACEHOLDER - SIDEARM CONTROLLER	USD	\$1,900.00	No	
100919	AXON VR - PLACEHOLDER - HOLSTER T7 CONTROLLER	USD	\$100.00	No	

Product Code	Product Name	List Price Currency	MAX END USER PRICE	Sales Bundle?	Monthly Subscription
100921	AXON VR - PLACEHOLDER - HOLSTER T10 CONTROLLER	USD	\$100.00	No	
100934	SAFARILAND T7 HOLSTER RH W HOOD GUARD SLS 6000	USD	\$93.60	No	
100935	SAFARILAND T7 HOLSTER LH W HOOD GUARD SLS 6000	USD	\$93.60	No	
100941	THIRD PARY PROVIDED - SUBSCRIPTION	USD	\$1.00	No	1
101007	AXON VR - EXT WARRANTY - CONTROLLER	USD	\$12.71	No	1
101008	AXON VR - EXT WARRANTY - SIDEARM CONTROLLER	USD	\$13.52	No	1
101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	USD	\$2,014.80	No	
101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	USD	\$2,088.00	No	
101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	USD	\$2,130.70	No	
101012	AXON VR - TAP REFRESH 1 - CONTROLLER	USD	\$1,893.00	No	
101013	AXON VR - TAP REFRESH 2 - CONTROLLER	USD	\$1,962.00	No	
101014	AXON VR - TAP REFRESH 3 - CONTROLLER	USD	\$2,022.00	No	
101029	TASERCON CONFERENCE REGISTRATION	USD	\$849.00	No	
101119	AXON VR - HOLSTER - T10 BLADE-TECH GREY - LH	USD	\$200.00	No	
101120	AXON VR - HOLSTER - T10 BLADE-TECH GREY - RH	USD	\$200.00	No	
101122	AXON VR - HOLSTER - T10 SAFARILAND GREY - RH	USD	\$100.00	No	
101123	AXON VR - HOLSTER - T10 SAFARILAND GREY - LH	USD	\$100.00	No	
101124	AXON VR - HOLSTER - T10 BLACKHAWK GREY - RH	USD	\$100.00	No	
101125	AXON VR - HOLSTER - T10 BLACKHAWK GREY - LH	USD	\$100.00	No	
101180	AXON TASER - DATA SCIENCE PROGRAM	USD	\$1.42	No	1
101186	AXON VR - PSO - VIRTUAL	USD	\$2,000.00	No	
101193	AXON TASER - ON DEMAND CERTIFICATION	USD	\$2.85	No	1
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	USD	\$2,500.00	No	
101264	AXON VR - PSO - VIRTUAL REALITY 1-DAY ADD- ON	USD	\$3,500.00	No	
101267	AXON VR - PSO - FULL INSTALLATION	USD	\$12,000.00	No	
999999	BUNDLE SCALER	USD	\$0.00	Yes	1
BasicLicense	Basic License Bundle	USD	\$21.35	Yes	1
C00008	BUNDLE - TASER 7 CERTIFICATION	USD	\$57.50	Yes	1

Product Code	Product Name	List Price Currency	MAX END USER PRICE	Sales Bundle?	Monthly Subscription
C00009	BUNDLE - TASER 7 CERTIFICATION 10YR	USD	\$92.50	Yes	1
C00010	BUNDLE - TASER 10 CERTIFICATION	USD	\$81.89	Yes	1
C00011	BUNDLE - TASER 10 CERTIFICATION 10YR	USD	\$99.63	Yes	1
C00012	BUNDLE - TASER 7 CERTIFICATION ADD-ON	USD	\$21.64	Yes	1
C00013	BUNDLE - TASER 10 CERTIFICATION ADD-ON	USD	\$37.01	Yes	1
C00014	BUNDLE - TASER 7 CERTIFICATION WITH VR	USD	\$70.00	Yes	1
C00015	BUNDLE - TASER 7 CERTIFICATION WITH VR 10YR	USD	\$120.98	Yes	1
C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	USD	\$105.29	Yes	1
C00017	BUNDLE - TASER 10 CERTIFICATION WITH VR 10YR	USD	\$99.63	Yes	1
CPSPRenewal	CPSP Renewal	USD	\$521.07	Yes	1
CSPRenewal	CSP Renewal	USD	\$191.01	Yes	1
CTC+TMM	Critical Thinking Skills Training Bundle	USD	BUNDLE PRICING	Yes	1
DynamicBundle	Dynamic Bundle	USD	Bundle Pricing	Yes	1
EntT7Basic	Enterprise TASER 7 Basic Bundle	USD	\$40.00	Yes	1
EntT7Repl	Enterprise TASER 7 Replacement Bundle	USD	\$81.89	Yes	1
HCARTAO	HALT CARTRIDGE ADD-ON BUNDLE	USD	\$7.02	Yes	1
M00001	BUNDLE - CORE TASER 7	USD	\$249.08	Yes	1
M00002	BUNDLE - CORE TASER 10	USD	\$256.20	Yes	1
T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	USD	\$2,793.00	Yes	1
T10Basic	TASER 10 Basic Bundle	USD	\$50.00	Yes	1
T10CK	TASER 10 Cartridge Kit	USD	\$210.00	Yes	1
T10HCARTAO	T10 HALT CARTRIDGE ADD-ON BUNDLE	USD	\$6.44	Yes	1
T10HWK	TASER 10 Hardware Kit	USD	\$2,793.00	Yes	
T10HWKS	TASER 10 Hardware Kit Spares	USD	\$2,793.00	Yes	
T7Basic	TASER 7 Basic Bundle	USD	\$46.00	Yes	1
T7Basic2Cert	T7 Basic to T7 Cert Upgrade	USD	\$21.64	Yes	1
T7CQB	T7 CQ Basic	USD	\$40.41	Yes	1
T7CQBudget	T7CQ Budget	USD	\$49.14	Yes	1
T7CQD10	T7CQ Dock 10 Year	USD	\$75.42	Yes	1
T7CQDAO	T7 CQ Dock Add-On (Shared Handles)	USD	\$8.18	Yes	1
T7CQDock	T7CQ Dock	USD	\$61.99	Yes	1
T7Dock	T7 Dock	USD	\$2,010.49	Yes	1
TapHeadset	VR Headset TAP Bundle	USD	\$44.69	Yes	1
TapHeadset10Y	VR Headset TAP Bundle, 10YR	USD	\$79.39	Yes	1
TapTablet	VR Tablet TAP Bundle	USD	\$25.26	Yes	1
TapTablet10Y	VR Tablet TAP Bundle, 10YR	USD	\$45.91	Yes	1

Product Code	Product Name	List Price Currency	MAX END USER PRICE	Sales Bundle?	Monthly Subscription
TASER60-X26PBasic	TASER 60 - X26P Basic	USD	\$26.58	Yes	1
TASER60-X26PUnlimited	TASER 60 - X26P Unlimited	USD	\$37.46	Yes	1
TASER60-X2Basic	TASER 60 - X2 Basic	USD	\$56.93	Yes	1
TASER60-X2Unlimited	TASER 60 - X2 Unlimited	USD	\$78.28	Yes	1
UCPSmartX2	UCP Smart (X2)	USD	\$27.61	Yes	1
UCPStandardX26P	UCP Standard (X26P)	USD	\$20.24	Yes	1
V00002	BUNDLE - VR CONTROLER - T7/T10	USD	BUNDLE PRICING	Yes	1
V00009	BUNDLE - VR - CONTROLLER KIT T7	USD	BUNDLE PRICING	Yes	1
V00010	BUNDLE - VR - CONTROLLER KIT T10	USD	BUNDLE PRICING	Yes	1

AXON'S MASTER SERVICES AND PURCHASING AGREEMENT

Exhibit B1 the Axon Master Services and Purchasing Agreement is applicable to all purchases made under this Cooperative Master Contract. Exhibits are applicable based on Customer's purchases as defined within each Exhibit and as indicated by the products outlined in the Quote provide by Axon.

The following items are attached as Exhibit B.

Exhibit _B1 – Axon Master Services Purchasing Agreement

Exhibit _B2 – Axon Cloud Services Terms of Use Appendix

Exhibit _B3 – Professional Services Appendix

Exhibit _B4 – Technology Assurance Plan Appendix

Exhibit _B5 – TASER Device Appendix

Exhibit _B6 – Axon Virtual Reality Content Terms of Use Appendix

Exhibit _B7 – Axon Application Programming Interface Appendix

Master Services and Purchasing Agreement for Customers:

The Parties agree as follows:

1. **Definitions.**

- 1.1. **"Axon Cloud Services"** means Axon's web services, including but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. **"Axon Device"** means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. **Quote** means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors. A Quote is generated in response to a customer's request to purchase the products offered by Axon and Customers may provide a Purchaser Order with Quotes potentially attached to a Customer's Purchase Order.
- 1.4. **"Services"** means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

3. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.

- 3.1. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 3.2. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 3.3. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

4. **Statement of Work.** Certain Axon Devices and Services, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
5. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
6. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
7. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.
8. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
9. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Customer or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
10. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Customer or an Customer end user; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
11. **Termination.**
 - 11.1. **For Breach.** A Party may terminate a Quote or Purchase Order for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 11.2. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination.
12. **General.**
 - 12.1. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
 - 12.2. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
 - 12.3. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
 - 12.4. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

Axon Cloud Services Terms of Use Appendix

If any Axon Cloud Services (Axon's web services, including but not limited to, Axon Evidence, Axon Records, Axon Dispatch) are included on the Quote, this Appendix applies.

1. Definitions.

- a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
 - b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Customer. Evidence is a subset of Customer Content.
 - c. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
 - d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
 - e. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
 - f. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Purchase Order specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.
 3. **Customer Owns Customer Content.** Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** In addition and in accordance with Sections 5.11 and 5.13 of the Cooperative Master Contract, Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence management systems or records.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content; (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.
 - a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Customer Content created by Axon Devices or Evidence.com.
8. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Customer Content remains with Customer.

9. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.
11. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

12. **Axon Cloud Services Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- a. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use Axon Cloud Serves as a service bureau, or as part of an Customer infrastructure as a service;
 - e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - g. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

- h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
- 13. **After Termination of Cloud Services.** Axon will not delete Customer Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
- 14. **Post-Termination of Cloud Services Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 15. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
- 16. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quoter and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access • One on-site session included
Dock configuration • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration
• Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager
Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include:
• Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions
On-site sessions providing a step-by-step explanation and assistance for Customer’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training
• Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Customer • For the CEW Starter Package: Training for up to 1 individual at Customer
TASER CEW inspection and device assignment
Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review
For the CEW Full Service Package: On-site assistance included.
For the CEW Starter Package: Virtual assistance included.

4. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs
Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.
Return of Old Weapons
Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

5. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)
• Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer)
Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions
Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

6. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
7. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
8. **Access Computer Systems to Perform Services.** In accordance with Section 5.11 and 5.13 of the Cooperative Master Contract Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
9. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it
10. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.
11. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quoter, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP Dock Upgrade.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon dock bay configuration unless a new Axon dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon dock, the Dock Upgrade will be a single-bay Axon dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon dock, the Dock Upgrade will be a multi-bay Axon dock that is the same or like Axon Device, at Axon's option.
5. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quoter sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
6. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
7. **Return of Original Axon Device.** Within thirty (30) days of receiving a Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
8. **Termination.** If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 8.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 8.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

<u>Customer Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

4. **TASER Device Subscription Term.** The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
5. **Access Rights.** Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
6. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.

7. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
8. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Purchase Order prior to upgrading to any new TASER Device offered by Axon.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term**. The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets**. Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions**. All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy**. Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code

- from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
 - 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
 - 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
 - 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
 - 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
 - 4.11. disclose Axon's API manual.
5. **API Content**. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:
- 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content**. Neither Customer nor its end users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Cooperative Master Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
 - c. **WORKERS' COMPENSATION INSURANCE & EMPLOYER'S LIABILITY (STOP GAP).** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law, including Employer's or Stop-Gap Liability with a minimum limit of \$1,000,000 per accident.

The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits subject to the limitation of liability set forth in the Cooperative Master Contract. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are caused by Contractor and are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Cooperative Master Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Cooperative Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in

the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Cooperative Master Contract number stated on the cover of this Cooperative Master Contract.** All certificates of Insurance and any related insurance documents shall be delivered to Enterprise Services by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as Enterprise Services may specify in writing:

US Mail: Contracts & Procurement – Cooperative Master Contract Insurance
Certificate
**Cooperative Master Contract No. 04220 Air Tasers & Electronic
Incapacitation Devices**
Attn: DES Team Fir
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-141

Email: DESContractsTeamFir@des.wa.gov

Note: For Email notice, the Email Subject line must state:
**Master Contract Insurance Certificate – Cooperative Master
Contract No. 04220 – Air Tasers & Electronic Incapacitation Devices**

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least thirty (30) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice

shall include the Cooperative Master Contract number stated on the cover of this Cooperative Master Contract.

9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Cooperative Master Contract.

04220 WA Axon Restated Agreement

Final Audit Report

2024-10-30

Created:	2024-10-30
By:	Brad Stringfellow (Brad.Stringfellow@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAy6BwGYSVHxoj1Jds_7JaQ4KGcHUw8J1i

"04220 WA Axon Restated Agreement" History

-  Document created by Brad Stringfellow (Brad.Stringfellow@des.wa.gov)
2024-10-30 - 7:11:50 PM GMT
-  Document emailed to Robert E. Driscoll, Jr. (bobby@axon.com) for signature
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2024-10-30 - 8:43:43 PM GMT

From: [No Reply](#)
To: [CityClerk](#)
Subject: Public Comment Submission
Date: Friday, December 12, 2025 2:19:40 PM

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

Submitted by: Deb & Dan Call
Email Address: debndan91@gmail.com

Commented on event: <https://anacorteswa.portal.civicclerk.com/event/1213/overview>
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: Tasers for 136K?? This ain't Chicago! How many times in the history of Anacortes has an officer had to draw a gun on someone? You overdo with too many new vehicles in the fleet and now this. No wonder you keep raising property taxes, to spend on things not needed! We can't believe how many city owned brand-new trucks and cars we see driving around this city and only with one person in each one! Talk about a waste of money, gas and carbon imprint. You are pushing those on fixed incomes, who bought houses way before the half a million for a dumpy house existed, to move out of here. Anacortes, Cantaffordus, has turned into a Mercer Island. Only the very rich can afford to live here. NOT FAIR to people who have lived here for years in their homes before housing skyrocketed! You people are not representing all all the people at all. Those without a big income deserve to live in this beautiful town too. Stop pushing us away!

Anacortes Police Department Tasers



Current Issued Taser

- Anacortes Officers are issued the X26P Taser
- This taser model was originally released in 2013
- Since the release of this device Axon has released the Taser X2, the Taser 7, and most recently the Taser 10.
- All Tasers work by causing Neuro-Muscular Incapacitation (NMI) to the subject, essentially causing them to lose control of motor functions



Next Generation Taser 10



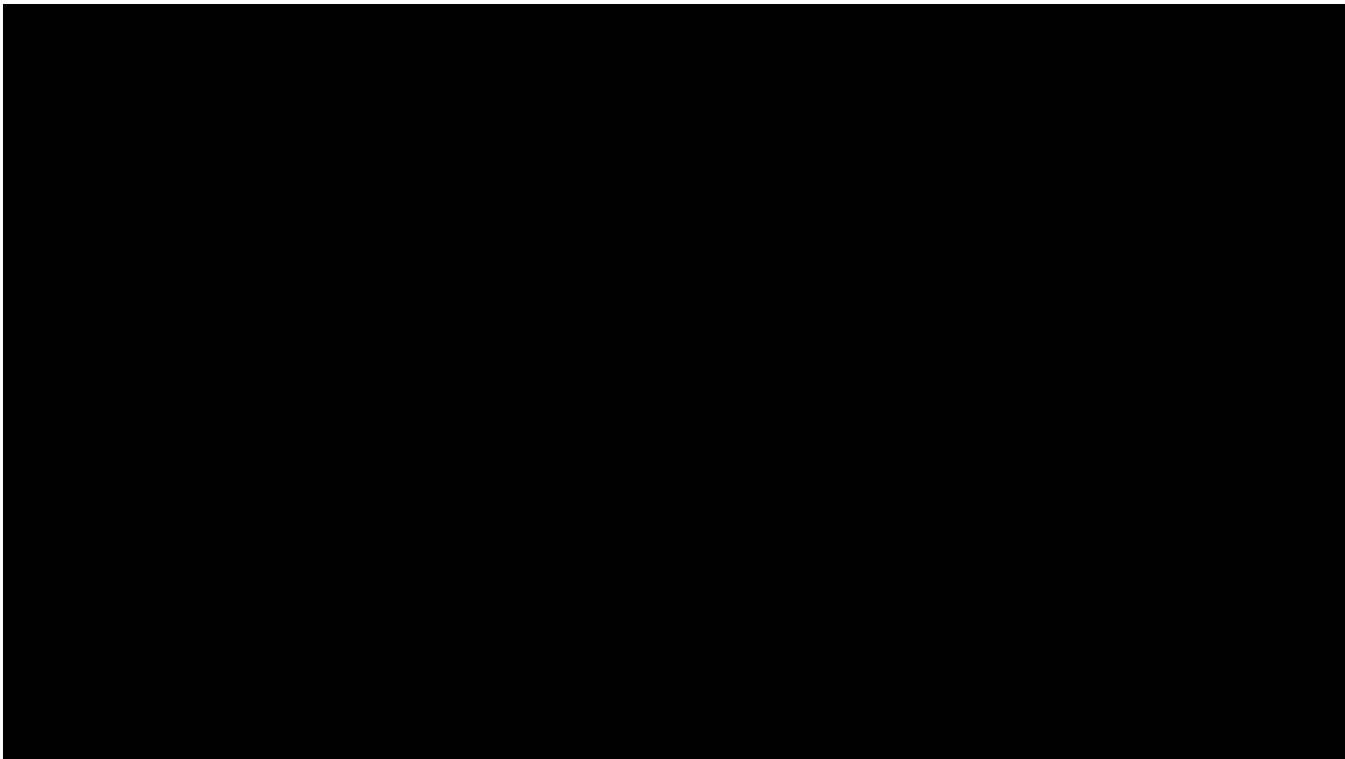
- Taser 10 is the latest model of electronic control weapon created by Axon, Inc.
- This device has a much longer range than the X26 (45 feet vs 25 feet)
- This allows officers to keep at a safer distance when dealing with potentially dangerous individuals
- The Taser 10 provides more opportunities for a successful deployment by having more probes in a cartridge, and having probes that are designed to fly more accurately
- There is also the ability to provide a warning arc and sound, which may potentially de-escalate a situation





Device Management

- The Taser 10 is better integrated with Axon's evidence and inventory management systems
- This will allow the devices and components to be tracked more easily
- This will also allow the seamless collection of any use data from the tasers after a deployment or critical incident





City Council Agenda Bill

Meeting Date: December 15, 2025 **Agenda Item:** 8.e.

Agenda Item Title: Ordinance 5013: Adoption of the 2025 Comprehensive Plan Update

Staff Contact(s): John Coleman, Libby Grage

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

Greg Francioch
John Coleman
Steve Hoglund
Darcy Swetnam

Ordinance

Item Summary: At the [November 10 and November 24, 2025](#) City Council meetings, City Council requested [additional changes](#) be made to the Planning Commission-recommended Draft 2025-2045 Comprehensive Plan. The City held an additional [written public comment period](#) to provide an opportunity for the public to comment on the additional changes. The comment period ran from November 26 to December 11, 2025.

As of the publication of the agenda and packet on December 10, Planning has received one public comment regarding the additional changes to the Comprehensive Plan; that comment is attached. Additional comments received by the deadline will be provided to the Council prior to the December 15 meeting.

Budget Impact:

Previous Action: The Anacortes City Council has been involved in the following previous actions related to the 2025 Comp Plan Update:

[May 28, 2024](#) - Approval of 2025 Comprehensive Plan Update Public Participation Plan ([Resolution 3156](#))

[June 10, 2024](#) - Land Capacity Analysis discussion

[July 15, 2024](#) - 2025 Comprehensive Plan Update and 2025 Docket Work Session

[July 22, 2024](#) - 2025 Comprehensive Plan Update Docket Public Hearing

[August 5, 2024](#) - Approval of [Resolution 3161](#): Establishing a Docket for the 2025 Comprehensive Plan and Development Regulations Periodic Update

[August 19, 2024](#) - Review of Planning Committee's Housing Action Plan Recommendations

[September 9, 2024](#) - [Resolution 3165](#): Establish A Climate Policy Advisory Team to Assist in the Development of a New Climate Element of the Comprehensive Plan
[September 16, 2024](#) - Draft Greenhouse Gas (GHG) Emissions Inventory Report Presentation from Makers/Parametrix
[December 2, 2024](#) - [Resolution 3172](#): A Resolution Regarding Proposed Amendments to the Anacortes Urban Growth Area Boundary
[June 9, 2025](#) - 2025 Comprehensive Plan Periodic Update - Progress Update
October 20, 2025 - 2025 Comprehensive Plan - Planning Commission Recommendation
[November 3, 2025](#) - 2025 Development Regulations - Planning Commission Recommendation
[November 10, 2025](#) - Discussion of the Comprehensive Plan
[November 17, 2025](#) - Discussion of the Development Regulation Amendments
[November 24, 2025](#) - Discussion of Comprehensive Plan & Development Regulations

For a complete list of all events and meetings having taken place to date regarding the 2025 Comprehensive Plan Periodic Update, please visit www.planacortes.org (click on the 'Meeting & Event Info' Tab).

Recommended Motion: I move to adopt Ordinance 5013 amending the Anacortes Comprehensive Plan and Future Land Use Map as part of the 2025 periodic update, as presented.

Alternative Actions: Move to adopt Ordinance 5013 with changes, or do not adopt Ordinance 5013.

Attachments (listed in order presented):

1. Ord. 5013 Adopting the Comp Plan Amendments
2. Att. A - 2025-2045 Comprehensive Plan Vol. 1 & 2
3. Att. B - Future Land Use Map Amendments
4. 11/24/25 Staff Memo of Additional Changes for Public Comment
5. 20251207-Turner

ORDINANCE NO. 5013

AN ORDINANCE OF THE CITY OF ANACORTES ADOPTING AMENDMENTS TO THE COMPREHENSIVE PLAN AS PART OF THE 2025 PERIODIC UPDATE AND REPEALING THE 2020 PARKS AND RECREATION PLAN, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Growth Management Act (GMA) requires that comprehensive plans and development regulations be subject to continuing evaluation and review; and

WHEREAS, the GMA requires that Anacortes complete a periodic update of its comprehensive plan by December 31, 2025; and

WHEREAS, the City of Anacortes last completed a periodic update on July 18, 2016, Ord. No. 2982; and

WHEREAS, the City Council wishes to include the Anacortes Parks and Recreation Plan as an element of the Comprehensive Plan, and not as a standalone document, as currently exists; and

WHEREAS, the purpose of updating the Comprehensive Plan and development regulations is to extend the planning horizon from 2036 to 2045; to ensure that local plans and regulations are consistent with recent changes to state law and the countywide planning policies; and to update information such as population changes and infrastructure needs; and

WHEREAS, on May 28, 2024, the Anacortes City Council adopted Resolution 3156 establishing a public participation plan in accordance with RCW 36.70A.130(2) that identified procedures and anticipated schedules for reviewing and revising the Comprehensive Plan; and

WHEREAS, on August 5, 2024 the Anacortes City Council adopted Resolution 3161 establishing a docket of amendment proposals to be considered during the 2025 periodic update; and

WHEREAS, the public process for the Comprehensive Plan update has provided for early and continuous public participation opportunities using methods such as tabling at community events, presentations to community groups, open houses, social media, a dedicated project webpage, regular updates to a subscription email list, articles in the City's newsletter, city-wide mailings, listening sessions, opportunities for public comment on preliminary and final draft materials, and attending Planning Commission and City Council meetings; and

WHEREAS, on September 9, 2024, the Anacortes City Council adopted Resolution 3165 establishing a Climate Policy Advisory Team (Climate Action Team) to assist in the development of the Climate Element of the Comprehensive Plan; and

WHEREAS, the City held public open houses to present information about the periodic update process and collect feedback on June 5, 2024, October 23, 2024, and March 20, 2025; and

WHEREAS, the City held a two-phase public review process. First, between October 2024 and May 2025, preliminary draft policy amendments for each Comprehensive Plan element were prepared and brought to the Planning Commission for initial comments. In addition, written public comment periods and public hearings were held for each Element to provide early opportunities for public feedback. The second phase included publication of an updated full Draft 2025-2045 Comprehensive Plan on July 16, 2025. A public hearing was held by the Planning Commission to receive public testimony on August 27, 2025, September 10, 2025, September 17, 2025 and September 24, 2025. Written public comments were accepted until September 24, 2025; and

WHEREAS, on September 10, 2025, the City of Anacortes issued a State Environmental Policy Act (SEPA) Determination of Nonsignificance (DNS) for the 2025 Comprehensive Plan and Development Regulation Amendments; and

WHEREAS, on September 24, 2025, the Planning Commission deliberated and issued a Recorded Motion and recommendation for approval of the 2025-2045 Comprehensive Plan update, with suggested modifications; and

WHEREAS, a notice of intent to adopt in accordance with the procedures for 60-day review was transmitted to the Washington State Department of Commerce, Growth Management Division, and other state agencies on July 16, 2025; and

WHEREAS, the 2025-2045 Comprehensive Plan amendments as recommended by the Planning Commission were considered by the City Council on October 20, November 10, and November 24, 2025; and

WHEREAS, the City Council requested additional changes to the Comprehensive Plan amendments and held an additional written comment period from November 26, 2025 through December 11, 2025 to allow for public comment on the additional changes; and

WHEREAS, as a result of the City's efforts, the public has had continuous and extensive opportunity to participate in the development and public review of the 2025-2045 Comprehensive Plan and all persons desiring to comment on the proposal were given a full and complete opportunity to be heard; and

WHEREAS, the development regulations were updated as part of the periodic update, but will be adopted by separate ordinance (Ordinance 5014); and

WHEREAS, the City will continue to review and update (if needed) its critical area regulations within 12 months of the schedule identified RCW 36.70A.130; and

WHEREAS, the City Council has reviewed the public comments and the Planning Commission Recorded Motion for the 2025-2045 Comprehensive Plan, considered the goals of the GMA as set forth in RCW 36.70A.020, and determined that the proposed 2025-2045 Comprehensive Plan updates attached hereto reflects the public interests and the planning goals of the GMA.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, DO
ORDAIN AS FOLLOWS:**

Section 1. Findings. The above recitals are hereby adopted by reference as legislative findings in support of this ordinance. The City Council further enters the following findings.

- A. The Findings of Fact contained within Section I of the Anacortes Planning Commission Recorded Motion (approved September 24, 2025) analyze the proposal's consistency with the Growth Management Act, Anacortes Comprehensive Plan, and Anacortes Municipal Code and are hereby adopted by reference.
- B. The Comprehensive Plan amendments set forth herein bear a substantial relation to the public health, safety and welfare.
- C. The Comprehensive Plan amendments set forth herein are in the best interest of City of Anacortes residents.
- D. The Comprehensive Plan amendments set forth herein have been processed, reviewed, considered, and adopted in material compliance with all applicable state and local procedural requirements, standards and criteria, including but not limited to the requirements of Chapter 36.70A RCW.
- E. All relevant procedural requirements of the State Environmental Policy Act have been satisfied with respect to this ordinance.
- F. Notice of intent to adopt these amendments has been provided to the Washington Department of Commerce.

Section 2. Anacortes Comprehensive Plan Amended. The Anacortes Comprehensive Plan is hereby amended as shown in **Attachment A**.

Section 3. Anacortes Future Land Use Map Amended. The Anacortes Comprehensive Plan Future Land Use Map is hereby amended as shown in **Attachment B**.

Section 4. 2020 Anacortes Parks and Recreation Plan Repealed. The 2020 Anacortes Parks and Recreation Plan, dated February 2020, adopted by Ordinance 3063 is hereby repealed in its entirety.

Section 5. Production and Publication of 2025-2045 Comprehensive Plan. Staff is hereby directed to perform any minor, non-substantive text edits, syntax error corrections, and minor modifications to the format of the 2025-2045 Comprehensive Plan as necessary to provide for accurate and correct publication of said document both in printed and electronic format for accessibility of the general public and to provide for the publication of the Future Land Use Map as a separate reference document for ease of use and reference to the general public.

Section 6. Transmittal to State. Pursuant to RCW 36.70A.106, a copy of this ordinance shall be submitted to the State Department of Commerce.

Section 7. Severability. If any section, subsection, sentence, clause, phrase or work of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this Ordinance.

Section 8. Effective Date. This Ordinance shall become effective **January 1, 2026**.

PASSED by the City Council and APPROVED by the Mayor this ____ day of ____, 2025.

CITY OF ANACORTES, WASHINGTON

By: _____
Matt Miller, Mayor

ATTEST:

By: _____
Steve Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

By: _____
Darcy Swetnam, City Attorney

Date of Publication: _____

Effective Date: _____
(5 days after publication)



ANACORTES

Comprehensive Plan

2025 - 2045

Volume I: Introduction and Goals & Policies

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Anacortes is

a unique, creative, vibrant and caring maritime community that supports cultural and economic diversity and vitality, balances sustainable growth with respect for our history, and protects our natural environment and public lands for future generations.

Acknowledgments

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Matt Miller

City Council

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TJ Fantini

Amanda Hubik

Bruce McDougall

Carolyn Moulton

Anthony Young

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Preface

Growth Management Act

The Washington State Growth Management Act (GMA), first adopted in 1990, requires cities and counties to develop comprehensive plans to manage their population growth through cooperative and coordinated comprehensive land use planning.

The GMA establishes 15 goals that are intended to act as the basis of all comprehensive plans. According to WAC 365-196-060, the GMA planning goals are not listed in any order of priority, and there may be inherent tension between the goals; however, ~~Anacortes'~~Anacortes's comprehensive plans and development regulations must be designed to meet and give some effect to each of them. The ultimate burden and responsibility for planning, harmonizing the GMA planning goals, and implementing the city's future rests with the Anacortes community.

1. **Urban growth.** Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.
2. **Reduce sprawl.** Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.
3. **Transportation.** Encourage efficient multimodal transportation systems that will reduce greenhouse gas emissions and per capita vehicle miles traveled, and are based on regional priorities and coordinated with county and city comprehensive plans.
4. **Housing.** Plan for and accommodate housing affordable to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.
5. **Economic development.** Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.
6. **Property rights.** Private property shall not be taken for public use without just compensation having been made. The property rights of landowners shall be protected from arbitrary and discriminatory actions.
7. **Permits.** Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.

8. **Natural resource industries.** Maintain and enhance natural resource-based industries, including productive timber, agricultural, and fisheries industries. Encourage the conservation of productive forestlands and productive agricultural lands, and discourage incompatible uses.
9. **Open space and recreation.** Retain open space and green space, enhance recreational opportunities, enhance fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities.
10. **Environment.** Protect and enhance the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.
11. **Citizen participation and coordination.** Encourage the involvement of citizens in the planning process, including the participation of vulnerable populations and overburdened communities, and ensure coordination between communities and jurisdictions to reconcile conflicts.
12. **Public facilities and services.** Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.
13. **Historic preservation.** Identify and encourage the preservation of lands, sites, and structures, that have historical or archaeological significance.
14. **Climate change and resiliency.** Ensure that comprehensive plans, development regulations, and regional policies, plans, and strategies under RCW 36.70A.210 and chapter 47.80 RCW adapt to and mitigate the effects of a changing climate; support reductions in greenhouse gas emissions and per capita vehicle miles traveled; prepare for climate impact scenarios; foster resiliency to climate impacts and natural hazards; protect and enhance environmental, economic, and human health and safety; and advance environmental justice.
15. **Shorelines of the state.** For shorelines of the state, the goals and policies of the shoreline management act as set forth in RCW 90.58.020 shall be considered an element of the county's or city's comprehensive plan.

The City of Anacortes Comprehensive Plan has been developed in accordance with the requirements of and meets the planning goals of the Growth Management Act.

Countywide Planning Policies

Skagit County, in cooperation with the cities within its boundaries, is responsible for establishing “countywide planning policies” (CPPs) that create a framework for where population growth and infrastructure investment will be directed in the county. The CPPs create a countywide framework for developing county, city, and town comprehensive plans. The process for developing CPPs is outlined in the 2002 Framework Agreement among Skagit County, the cities and towns, executed in 2002 (AFN 200211270010), which established the Growth Management Act Committee and its steering and advisory committees. The GMA Steering Committee develops recommendations on countywide planning policies, urban growth areas, and employment and population allocations to the Board of Skagit County Commissioners. A technical advisory committee provides advice to the GMASC and is composed of planners from member jurisdictions.

Tribal Coordination

The City of Anacortes encompasses land within the ancestral territory of Indigenous Coast Salish Tribes named under the 1855 Treaty of Point Elliott. Tribes within Skagit County include Samish Indian Nation, Sauk-Suiattle Indian Tribe, Swinomish Indian Tribal Community, and Upper Skagit Indian Tribe. The City is committed to coordinating with Tribal Governments in its planning processes and continuing to enhance government-to-government relations. The City will continue to work with tribal governments and their representatives in its planning efforts and policies to protect cultural and natural resources.

Introduction & Vision

Overview

The Anacortes Comprehensive Plan looks forward to ~~2036~~2045, provides a vision for the future, identifies goals and policies to achieve that vision, creates a basis for the City's development regulations, and guides future decision-making.

The ~~2025-2045~~is plan builds on the City's ~~2012-2016~~ Comprehensive Plan, responds to community needs and fulfills the Washington Growth Management (GMA) requirements for periodic review. It also conforms to Skagit County's Countywide Planning Policies.

What is a comprehensive plan?

- **Blueprint** for the future – 20 year horizon
- **Guides decisions** on land use, transportation, housing, development, the environment
- Sets **Level of Service** standards for facilities (roads, parks, etc.) and how to pay for them
- **Zoning and development regulations** to be consistent with Plan
- **Required** by the Growth Management Act

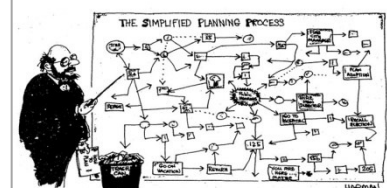
What is a Comprehensive Plan?

A comprehensive plan is a broad statement of the community's values and vision for its future. It is a policy road map that directs the orderly and coordinated physical development of the City for the next 20 years. It anticipates change and provides guidance for action to address and manage that change. The Anacortes Comprehensive Plan (the Plan) is specifically intended to sustain the city's unique and vibrant maritime waterfront character and identity.

The Plan encompasses topics that address the physical, social and economic health of the City. A comprehensive plan takes a long-range perspective. For this reason, guidance is intentionally general, providing broad direction, but not prescribing specific implementation measures or regulatory actions. A plan is also a



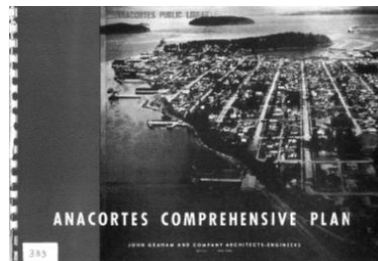
GMA Planning -- a Work in Progress!



living document, adaptable to evolving conditions and offering a framework for the consideration of policy changes.

What's Inside the Plan?

As established by the GMA, the City is required to include chapters that address land use, housing, transportation, capital facilities, ~~and~~ utilities, and climate. ~~The City may also include chapters on other topics of local importance. In this case, t~~he City of Anacortes has also opted to include chapters on economic development, parks, and the environment.



In addition to this introduction, the Anacortes Comprehensive Plan contains ~~eight~~ nine chapters, or elements, with goals and policies identified for each element. Goals and policies for each element are located within Volume 1; supporting information, background, and analysis for each element is within Volume 2. The goals and policies are numbered and labeled according to their respective elements. The contents of each element are briefly summarized in Table 1.

Table 1. Plan Contents.

Element	Element Focus
Land Use <u>(LU)</u>	Land use capacity to meet projected growth <u>by income bracket, permanent supportive housing, emergency housing</u> , desired land use patterns, community design, historic preservation, resource protection, community gathering spaces, healthy community provisions, regional coordination, and a focus on special planning areas.
Housing <u>(H)</u>	Housing capacity to meet projected growth <u>by income bracket, permanent supportive housing, emergency housing</u> , housing preservation, housing design, neighborhood character, regional collaboration, and provision of a range of housing types to serve diverse needs and all economic segments of the community.
Economic Development <u>(ED)</u>	A balanced and diversified economy with healthy retail/commercial uses, maintaining and enhancing tourism opportunities, strengthening manufacturing and marine trades, emphasizing education and training, reducing unnecessary regulatory barriers, and enhancing public/private collaboration.
Environment & Conservation <u>(EC)</u>	Environmental stewardship, protecting and enhancing shorelines and water quality, protecting wildlife habitat, protecting tree cover, <u>and</u> promoting sustainable development practices, and addressing climate change .
Parks, Recreation & Open Space <u>(PR)</u>	Accessible parks, trails, and open spaces to serve the community, efficient and effective park programming, community engagement in park planning process, park maintenance, park financing, open space connectivity, and sustainable design.
Transportation <u>(T)</u>	Transportation to support land uses envisioned by the Comprehensive Plan, movement of people and goods by land, air, rail and water, including by foot and by bicycle, transportation projects, financing, maintenance, safety, and environmental protection.
Capital Facilities <u>(CF)</u>	Facilities and infrastructure needed for public services that will support planned population, employment, level of service standards, financing strategies, design and location objectives, and maintenance capabilities.

Utilities (U)

Location and design of utilities, quality of service, collaboration with regional partners.

Climate (CE)

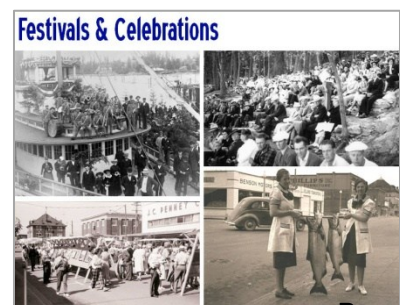
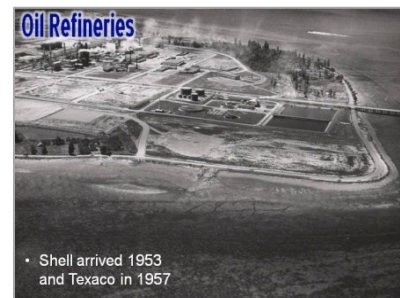
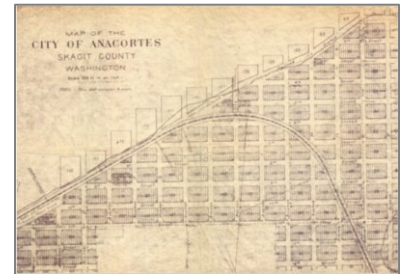
[A greenhouse gas \(GHG\) emission reduction sub-element to identify key emissions sources, identify strategies to reduce vehicle miles traveled and emissions from buildings, energy and other key sources; and a resilience sub-element to assess local impacts and climate vulnerability, identify ways to reduce impacts, and highlight opportunities to reduce impacts on vulnerable populations to align with environmental justice goals.](#)

Anacortes Snapshot

For thousands of years prior to incorporation, the area that is now known as Anacortes and its surroundings was home to communities of Native Americans who maintained a culture centered around the abundant salt water resources. Settlement by Americans and Europeans began in the 1850's. In 1855, representatives of the tribes and the United States signed the Treaty of Point Elliot, which ceded tribal lands and reserved the southeast peninsula of ~~Fidaglo~~ Fidalgo Island for reservation and future use. In the late 1870's Amos Bowman, considered the town's founder, and husband of the town's namesake, the former Anna Curtis, established a general store and post office on the north shore of Anacortes's historic waterfront.

In 1889, the quiet settlement was thrust into a boom period based on speculation that a western terminal of the transcontinental railroad would be developed at Anacortes to take advantage of the area's natural deep water harbor. Anacortes was incorporated in 1891 and a local railway soon arrived, but the transcontinental railroad terminus failed to materialize, so the boom soon passed. By the late 1890's the City's prosperity was based on local natural resources of lumber and fisheries and by the turn of the century, the City's population was 1,176. From 1900-1950, growth of Anacortes's economy and population was dependent upon development and expansion of lumber and fisheries resources, until the 1950's, when technological changes and resource depletion began to erode the strength of the natural resource base, resulting in a decline in population.

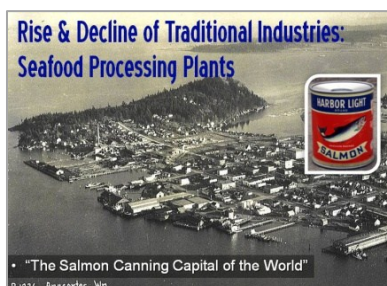
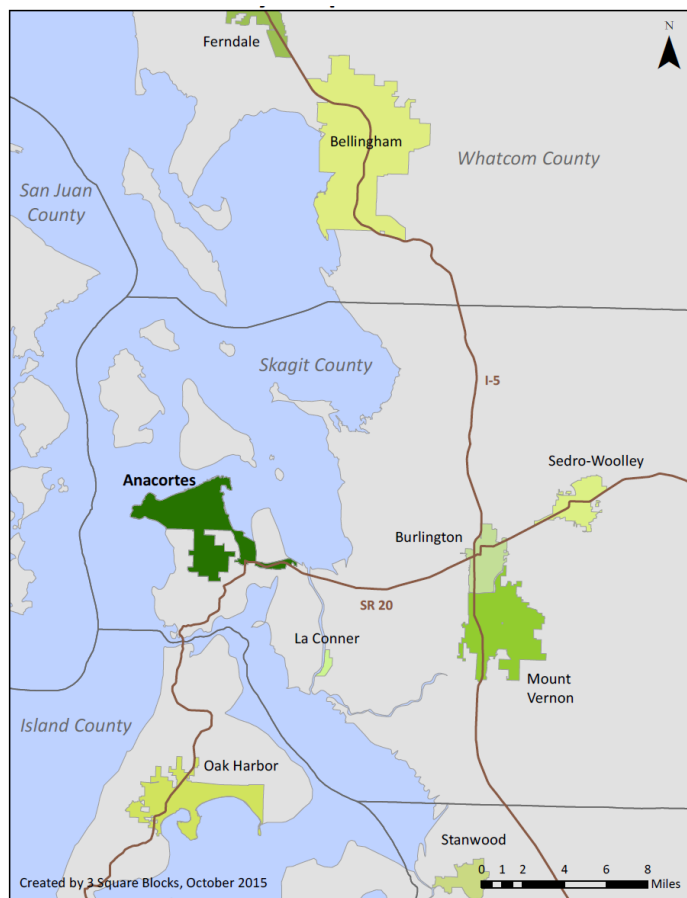
In 1953, with the development of the Shell and then Texaco refineries on March Point, population growth began on an upward trend, reaching 8,400 by 1960. However, from 1960 to 1970 growth from completion of the Industrial Redevelopment Area on Fidalgo Bay and growth in the tourist and marina business did not compensate for decreases in traditional employment sectors and the population decreased from 8,400 in 1960 to 7,700 in 1970.



Since 1970, the downward population trend of the '60's has been reversed and the City has been experiencing slow to moderate population and economic growth since then. The official state estimate of the April, 2015 population is 16,310 (Office of Financial Management).

Today, Anacortes is the largest seaport in Skagit County and the County's second largest city. Anacortes's tremendous natural beauty and small town feel contribute to a quality of life that is highly valued by its people. In the face of continued growth, the City seeks to shape its future in ways that will maintain the quality of life that makes Anacortes a special place to live and work.

Figure 1. Anacortes vicinity map.



Vision Statement

A vision represents a community's best desired future. Previous versions of the Comprehensive Plan lacked a vision statement; therefore, the 2016 update established the Community's vision, based on extensive community visioning efforts and crafted by the Community Advisory Committee, Planning Commission and City Council:

Anacortes is a unique, creative, vibrant and caring maritime community that supports cultural and economic diversity and vitality, balances sustainable growth with respect for our history, and protects our natural environment and public lands for future generations.



Values Statements

The following “Values Statements” further define and clarify the vision by identifying values to embrace/achieve in the next twenty plus years.

Pursue Environmental Sustainability

- Embrace a conservation ethic.
- Develop and maintain healthy land and marine ecosystems.
- ~~Prepare for~~ [Increase resilience to](#) natural disasters and [impacts from](#) climate change.
- Embrace and promote green energy and technology opportunities [to reduce GHG emissions from the Anacortes community](#).
- Adopt innovative and environmentally sensitive development practices.

Provide a Supportive & Connected Community

- Provide a variety of housing types in all price ranges.
- Utilize residents’ extensive knowledge and experience.
- Be aware of how we relate to the issues around the world.
- Provide good access to town amenities.
- Provide high quality health and community services.
- Make education available for people of all ages and abilities.
- Provide cultural and artistic activities and opportunities.
- Offer a variety of year-round recreational and tourism opportunities.
- Provide good pedestrian, bicycle, and multi-modal access.

Pursue Economic Vitality

- Encourage diverse economic opportunities.
- Leverage our marine traditions (waterfronts).
- Acquire and retain highly skilled trades/crafts.
- Actively recruit new businesses and support existing businesses.
- Foster a lively downtown and commercial areas.
- Invest in infrastructure (e.g., utilities, communication, transportation, schools, and services).
- Adopt innovative and creative technologies.
- Leverage our natural and recreational amenities.

Embrace a Culture that Celebrates Anacortes’s History & Natural Setting

- Preserve [cultural resources](#), ~~our~~ historic places, and natural surroundings.
- Preserve the historic, pedestrian-friendly scale of Old Town and the Central Business District.
- Preserve public marine and forest views.
- ~~Develop~~ [Apply](#) design standards reflecting small-town scale and character.
- Engage the community and guests in festivals and other events.
- Provide and protect access to the waterfront and forestlands.
- Encourage year-round visitors.

Community Engagement Activities

2016 Anacortes Comprehensive Plan

The 2016 Comprehensive Plan periodic update was an ambitious effort that resulted in a completely new Comprehensive Plan, including a new vision statement to help guide Anacortes toward the community's desired future. The Plan involved over 1,000 community members and took over two years to complete, including a total of 83 public meetings. The Plan received the Governor's 2017 Smart Communities Award in recognition of significant community involvement throughout the plan development process.

To proactively engage the community in the planning process, the City Council established a community advisory committee (CAC) consisting of 12 community members. The work of the CAC, which met 28 times during a 1.5 year period, was intended to help improve Planning Commission recommendations and City Council decisions through facilitation of public discussion, performing analysis, seeking answers to questions received throughout the process, and developing recommendations on various issues. The City also conducted five interactive public workshops with over 100 citizens attending each, including a workshop specifically devoted to developing a long-term vision for the central Fidalgo Bay waterfront.

The 2016 Plan provided clear policy guidance focusing on compatible infill development, strengthening downtown and the community's economic vitality, and emphasizing environmental sustainability. The Plan guided a complete rewrite of the City's implementing development regulations, adopted in 2019. ~~Based on public input beginning in the spring of 2013, the Mayor and Council were unanimous in their desire to start the 2016 Comprehensive Plan update with proactive engagement of the community through an extensive visioning and community input effort.~~

2025 Comprehensive Plan

The 2025 Comprehensive Plan periodic update builds upon the 2016 Comprehensive Plan, adding new and updated content addressing GMA's new housing and climate requirements.

The following is a summary of the public engagement activities completed during the 2025 Plan development:

Community Workshops Open Houses: The City conducted ~~five-three~~ interactive public workshops well-attended community open houses to share information and early findings, provide progress updates, and collect community feedback. ~~with over 100 citizens attending~~

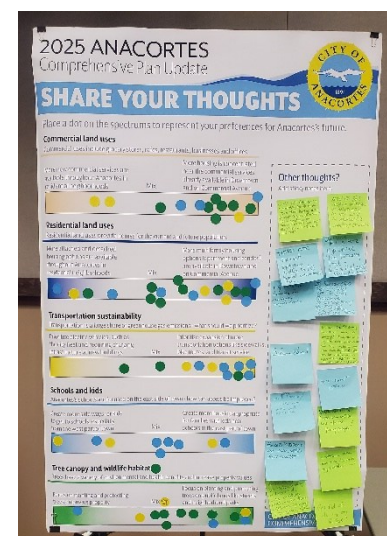
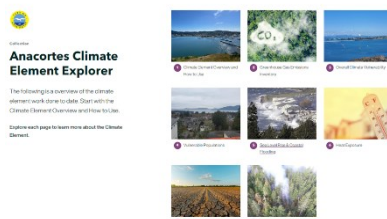


each meeting. The first two workshops/open houses were held on (March 27 and April 30, 2014 June 5, 2024, October 23, 2024) focused on community visioning. The third workshop (August 26, 2014 and March 20 2025) focused on the central Fidalgo Bay waterfront. The fourth workshop (February 26, 2015) evaluated land use alternatives. The fifth workshop included a presentation and open house on the first draft of the Comprehensive Plan. These meetings/open houses were noticed through mailings, publications and postings, including in utility bills, the local newspaper, at city hall, on the City's website, at the library, on Island Hospital's sign, and through emails to interested individuals, agencies and organizations.

Website Project Webpage (www.planacortes.org): The City has maintained a webpage devoted to the 2025 Comprehensive Plan update – including planning updates a list of meeting dates and times with links to view meeting documents and watch recordings. The webpage also housed project reports and analyses used to inform development of policies, written public comments, invitations to public meetings, public notices, links to surveys, meeting summaries, project schedules, and document drafts.

Community Advisory Committee (CAC) Meetings: A 12-member CAC consisting of interested community members was established by the City Council (). The CAC was tasked with assisting in the development of the comprehensive plan update by performing an advisory role to improve the Planning Commission recommendations and City Council decisions through facilitation of public discussion, performing analysis and seeking answers to questions raised throughout the process. Technical expertise on various subjects was provided to the CAC by a Technical Advisory Panel comprised of members with expertise in various industries or interests. The CAC held 28 regular meetings (as of January 4, 2016) and produced various issue papers and recommendations related to land use, housing, economic development, the environment, sustainability, community design, transportation, and infrastructure.

Climate Team: A interdisciplinary Climate Team was established by the City Council (Resolution 3165) to assist in development of the new Climate Element of the Comprehensive Plan. The Climate Team members, appointed by the mayor, included representatives of community organizations and/or service providers, tribal governments, transportation agencies, impacted businesses, local medical institutions, educational institutions, city council, planning commission and city staff. The Climate Team met four times, helping to steward the development of the Climate Element, advising city staff and consultant team through its development, and ensuring the work was informed by stakeholder and community feedback.



Anacortes Climate Team

Pop-Up Tabling: Over the spring and summer of 2024, City staff, and members of the planning commission and city council attended a variety of community events, including summer concerts at Seafarer’s Park and the Heart of Anacortes, Kids R Best Fest, Waterfront Festival, the Saturday Farmer’s Market, Open Streets, and Fidalgo Bay Day. The purpose of attending was to meet community members where they were, promoting awareness of the 2025 Comprehensive Plan update, gathering community member input and ideas, and responding to a wide variety of questions and concerns.

Public Meetings & Public Hearings: Multiple opportunities for public input and participation were provided at Planning Commission and City Council meetings throughout the plan development. As of ~~May 16, 2016~~ [add date], this included ~~21~~ [add #] Planning Commission ~~and, 18~~ [add #] City Council, ~~and 4 joint Planning Commission/City Council~~ meetings. All meetings were open to the public and public comment was invited at public hearings.

Other community engagement:

- Mailings
- Periodic email updates
- Presentations to various community groups
- ~~Booth at the Anacortes Farmers’ Market~~
- Broadcast of workshops, meetings and upcoming meeting information on Channel 10 and streaming video on the City’s website
- Publication of information in the *Anacortes American* and *A-Town is Our Town*
- Online ~~and mailed~~ surveys

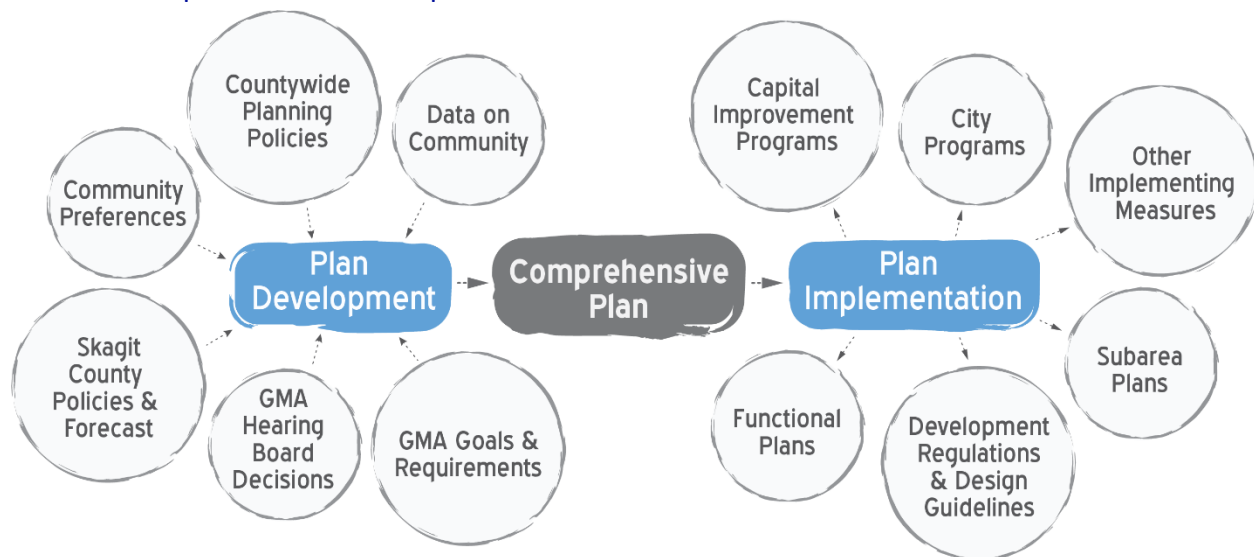
Implementation

The goals and policies contained within Volume 1 are the heart of the plan, and provide direction for guiding Anacortes's growth. A **goal** is a direction-setter. It is an ideal future end, condition or statement related to the public health, safety or general welfare towards which planning and implementation measures are directed. A goal is a general expression of community values and, therefore, abstract in nature.

A **policy** is a specific statement that guides decision-making. It indicates a clear commitment of the local legislative body. A policy is based upon a comprehensive plan's goals and the analysis of the data. A policy is put into effect through implementation measures such as zoning, land division, and environmental ordinances.

There are a number of tools used to implement the Comprehensive Plan. The main methods are through development regulations, such as zoning and critical areas ordinances, and through capital improvement plans, such as sewer, water, parks and transportation. These tools constantly weigh the City's financial ability to support development against its minimum population obligations and environmental protection. It is the Comprehensive Plan goals and policies that the development regulations and capital improvement plans are based upon.

Table 2. Comprehensive Plan implementation flow chart.



Comprehensive Plan Amendments – Annual Docket

Amendments to the Comprehensive Plan are necessary from time to time to respond to changing conditions and needs of the community. The Growth Management Act requires that amendments to a Comprehensive Plan be considered no more frequently than once per year, except in certain special circumstances. ~~Proposed, and that~~ amendments ~~to the Comprehensive plan are to~~ be considered concurrently so that the cumulative effect of various proposals can be ascertained. In considering proposed amendments to the Comprehensive Plan, proposals ~~will be~~ are evaluated for intent and consistency with the Comprehensive Plan, and whether there has been a change in conditions or circumstances from initial adoption of the Comprehensive Plan, or there is new information ~~is present~~ which was not available at the time of the initial adoption of the Comprehensive Plan. ~~The Planning Commission reviews proposed amendments to the Plan, takes public input, and forwards recommendations to the City Council.~~ The review procedures for amending the comprehensive plan and development regulations are outlined in Anacortes Municipal Code Chapter 19.16, Legislative Actions.

Comprehensive Plan Updates – Periodic Review

The Growth Management Act requires that Comprehensive Plans and development regulations be reviewed and updated periodically ~~as necessary,~~ at least every ~~eight-ten~~ years, outside of the optional annual review process to ensure they remain in compliance with changes in state law. ~~Concurrent with~~ As part of the periodic update, Skagit County and its cities and towns coordinate to select and allocate projected population, housing, and employment growth for the next 20-year period. Jurisdictions must review ~~its designated~~ their urban growth areas and the densities permitted ~~within both incorporated and unincorporated portions of the County to ensure that they can accommodate their allocated growth over the planning horizon.~~

Other Plans

Each of the following plans is incorporated by reference into the Comprehensive Plan:

- ~~Capital Facilities Plan 2015-2020~~
- ~~Wastewater Comprehensive~~ [General Sewer](#) Plan ~~2015~~
- ~~2011~~ Water System Plan
- ~~2007~~ Stormwater ~~Management~~ [Master](#) Plan
- ~~Anacortes Parks & Recreation Comprehensive Plan 2009~~
- ~~Anacortes Community Forest Lands Comprehensive Plan 2009~~
- Shoreline Master Program ~~2010~~
- ~~Fidalgo Bay Wide Plan (2000)~~
- ~~Anacortes Airport Subarea Plan (2005)~~

Other plans may be incorporated into the Comprehensive Plan after its adoption by the adopting document for the individual plan [through the process for amendment of the Comprehensive Plan in AMC 19.16](#).

Volume 1: Goals & Policies

Land Use

Introduction

The Land Use Element is central to all other elements by providing for the distribution of land use meeting Anacortes's needs for residential, employment, recreation, public facilities, and other land uses. This element also describes development patterns that support the City's vision for the future. The Element includes policies that promote compatible pedestrian-oriented development, resource protection and sustainable design, economic vitality, historic preservation, and the development of inviting and distinctive public spaces.

The requirement for a Land Use Element in comprehensive plans is one of the key components of the Growth Management Act (GMA). The GMA requires cities to show how they will be able to accommodate 20 years of growth through sufficient buildable land that is zoned appropriately. In addition to managing growth, the Land Use Element also sets goals and policies to shape the design and layout of cities.

The Land Use Element Background Information (see Volume 2) contains the background data and analysis that provide the foundation for the Land Use Element goals and policies.

Goals & Policies

Goal LU-1. Land Use Pattern. Establish a development pattern consistent with the community's vision.

Policy LU-1.1. Designate the general distribution, location and extent of the uses of land for housing, commerce, recreation, open spaces, [green spaces, urban and community forests](#), public utilities and facilities, and other land uses.

Policy LU-1.2. Establish land use designations, densities and intensities as shown in Table LU-1.

Policy LU-1.3. Manage and maintain the City's Official Zoning Map to ensure continued consistency with the Future Land Use Map (see Figure LU-1).



Policy LU-1.4. Implement land use designations through a clear regulatory process that ensures transparency, fairness and predictability in the land development process.

~~Policy LU-1.4.~~ Policy LU-1.5. Annually review zoning regulations to ensure continued compliance with changes in state law, including but not limited to the Growth Management Act and the State Environmental Policy Act.

~~Policy LU-1.5.~~ Review and reconcile the inconsistencies between zoning, shoreline designation and actual land uses along the Guemes Channel shoreline between Lovric's marina and Old Town area, as well as possible re-use of existing historic overwater structures in that area in a manner that minimizes impacts on the adjoining residential area on the uplands.

Figure LU-1: Future Land Use Map (east).



Future Land Use Map

Land Use Designation

 CBD	Central Business District
 C	Commercial
 CM	Commercial Marine
 MMU	Marine Mixed Use
 AZ	Airport Zone
 HM	Heavy Manufacturing
 I	Industrial
 LM	Light Manufacturing
 MS	Manufacturing/Shipping
 P	Public Use
 RHD	Residential High Density
 RMD	Residential Medium Density
 OT	Old Town
 RLD-2	Residential Low Density 2
 RLD-1	Residential Low Density 1
	Overlay Area
	City Limit
	UGA

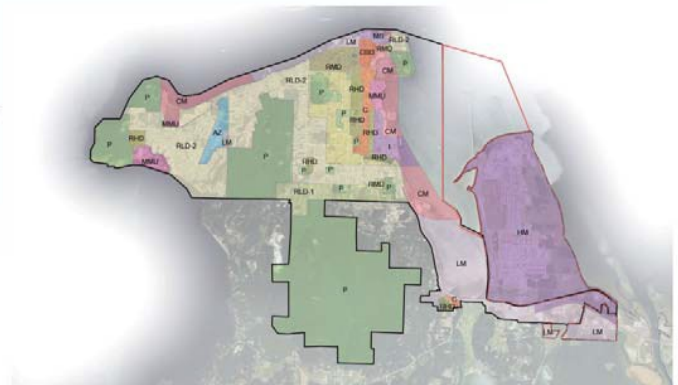
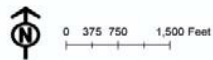
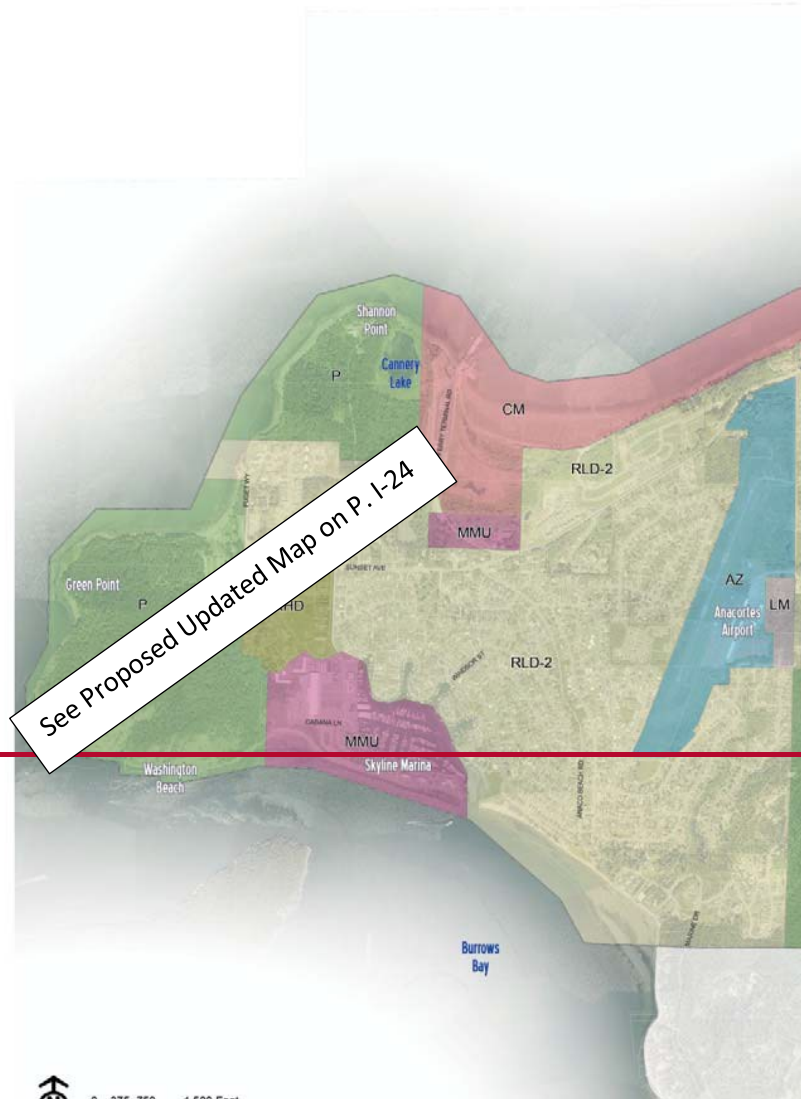


Figure LU-1: Future Land Use Map (east).

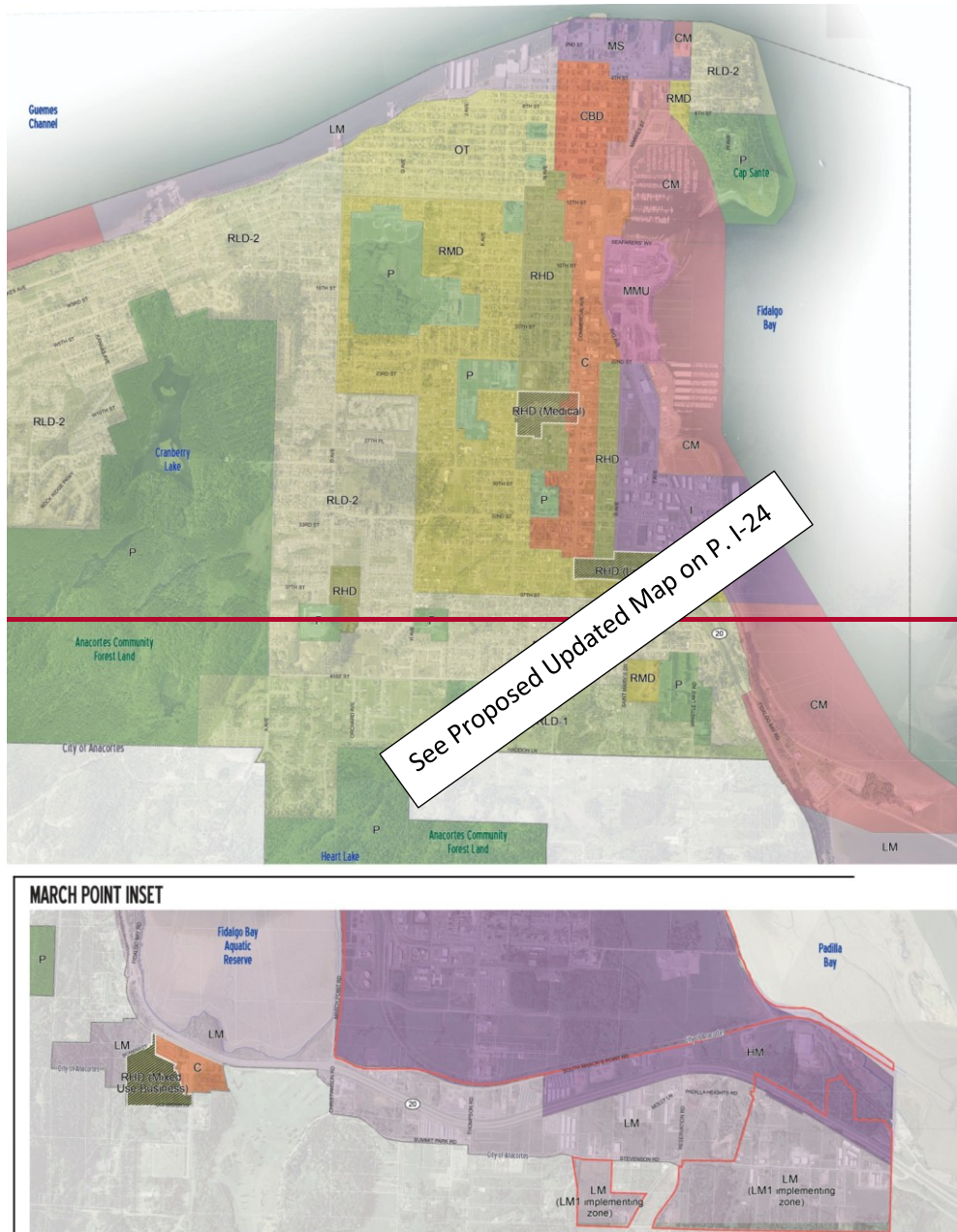
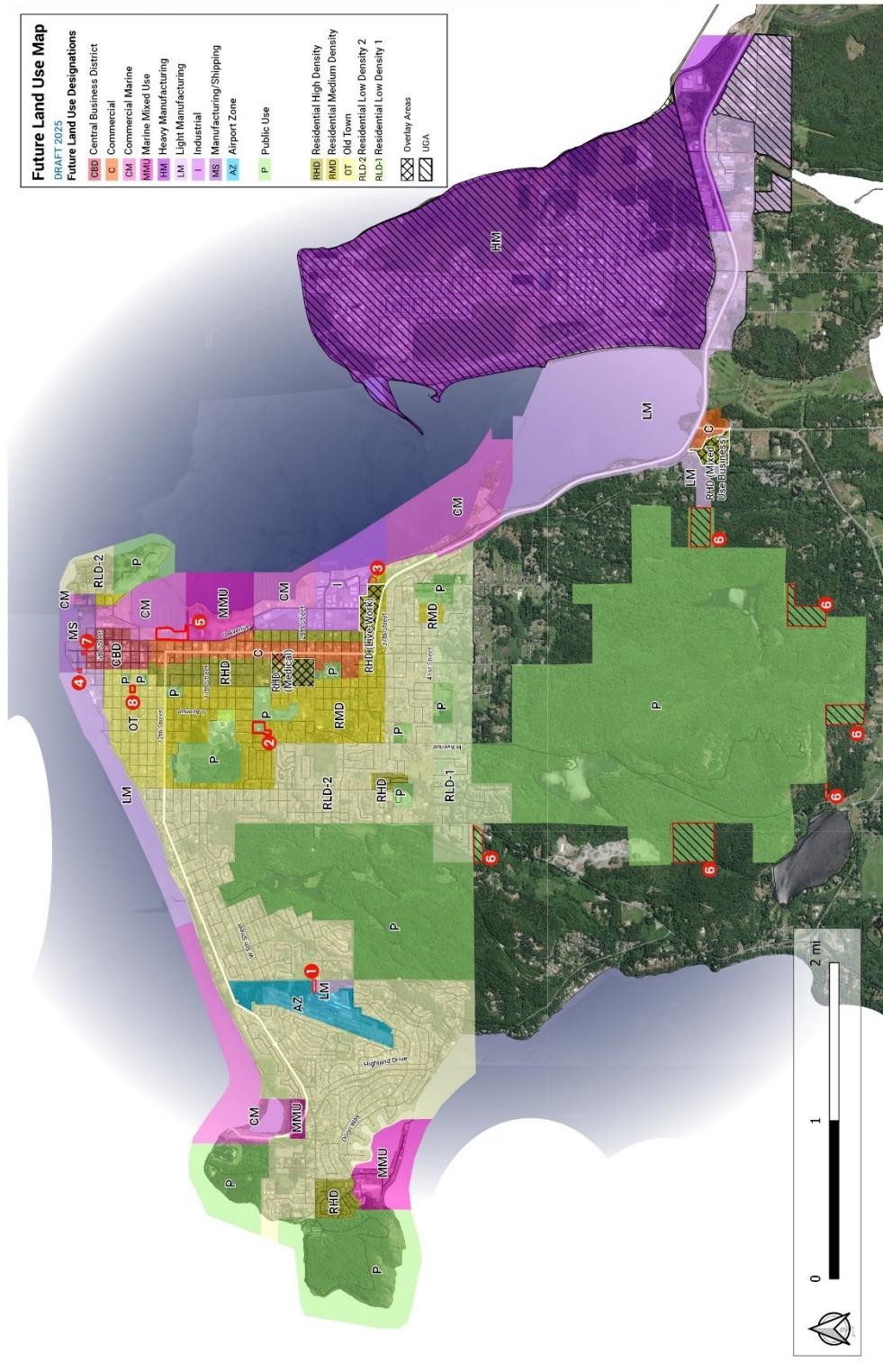


Figure LU-1: Future Land Use Map (with proposed changes).



5. Several parcels change from C and MMU, to CM
6. Add all unincorporated ACFL parcels to the UGA
7. Parcel change from MS to CBD
8. Parcel change from OT to P

1. Parcel change from AZ to LM
2. Several parcels change from RMD to P
3. Several parcels change from I to RMD
4. Parcel change from LM to MS

Figure LU-1b: Future Land Use Map (clean, with changes)

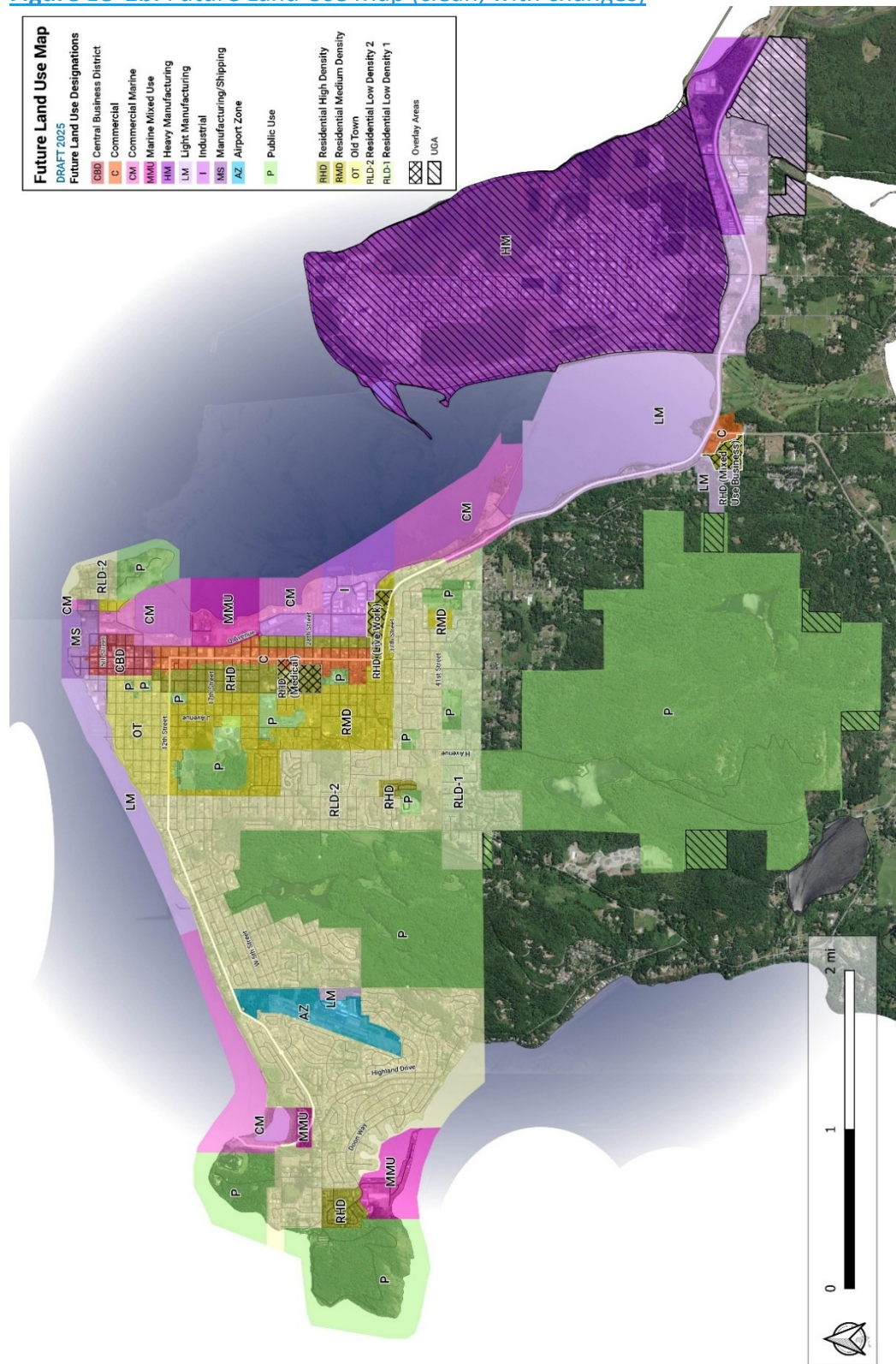


Table LU-1. Land use designations.

The allowed uses and densities noted herein are intended as a summary of key provisions to guide implementing zoning codes, and not as a complete description of all possible uses.

“Special topics to explore” are intended to document future potential considerations that may warrant additional review.

Land Use Designation	Implementing Zoning Designation
Residential Low Density 1 <u>Purpose:</u> This designation provides for low density residential development in the southern end of the City that is inappropriate for more intensive urban development due to topography, the frequent presence of wetlands, the high cost and difficulty in extending public facilities, and the desire to create a lower intensity transitional area between the city and the surrounding unincorporated rural pasture, forest and agricultural land. <u>Expected development & uses:</u> Principal uses & density: Single-family detached dwellings, accessory dwelling units, and cottages are the predominant dwelling types. Other dwelling types, such as accessory dwellings and cottage housing, may be allowed under certain circumstances. <u>Maximum and minimum density regulations are for the purpose of calculating density for large subdivisions and cottages. In such situations, the permitted base density is up to 2 dwelling units per gross acre. Densities up to 4 units per gross acre may be permitted via a special review process.</u>	R1
Residential Low Density 2 <u>Purpose:</u> This designation provides for low density residential development in mostly established neighborhoods throughout the City. These areas are inappropriate for more intensive urban development due to the established character of the area <u>form and scale of existing lower density development</u> and/or due to the area’s separation from transit uses and commercial services. <u>Expected development & uses:</u> Principal uses & density: Single-family detached dwellings, accessory dwelling units, duplexes, and cottages are the predominant dwelling types. Triplexes and other multiplexes may be allowed under special circumstances. The minimum lot size ranges from 6,000 square feet (east of Anacopper Mine Rd.) to 7,500 square feet (west of Anacopper Mine Rd.). Other dwelling types, such as duplexes, accessory dwellings and cottage housing may be allowed under certain circumstances. The permitted density is between 4 and 8 dwelling units per gross acre, depending upon the established development pattern and character of the area. Special topics to explore: Accommodate affordable housing and tiny houses (see Housing Element). Explore option for 6,000 sf lots where compatible with existing development (east of Anacopper Mine Rd.).	R2, R2a
Residential Medium Density <u>Purpose:</u> This designation provides for moderate density residential neighborhoods on lands that are suitable for urban development. These areas are conveniently located in relation to traffic routes, public utilities and community facilities. <u>Expected development & uses:</u> Principal uses & density: Single-family detached dwellings, accessory dwelling units, duplexes, and cottages are the predominant dwelling types. Triplexes and other multiplexes may be allowed under special circumstances. The minimum lot size ranges from 3,000 square feet to 4,500 square feet, depending on location and established plat pattern. <u>Other dwelling types, such as accessory dwellings, cottage housing, and low density multi-family may be allowed under certain circumstances. The permitted density is 7-14 dwelling units per gross acre, depending on</u>	R3 R3a

~~the particular housing types used and established development pattern and character of the area.~~

~~*Special topics to explore: Accommodate tiny houses (see Housing Element), reduce minimum lot size to 4,500 sf, and explore option for 3,000 sf lots where consistent with historic plats. Consider uses that provide neighborhood gathering places.*~~

Old Town

Purpose: This designation recognizes the unique heritage ~~and~~, scale, ~~and character~~ of the oldest residential area of the city by establishing standards to maintain the scale ~~and character~~ of the area.

OT

Expected development & uses~~Principal uses & density:~~ Single-family detached dwellings, ~~accessory dwelling units, and duplexes are the predominant dwelling types.~~ Other dwelling types such as ~~accessory dwellings and duplexes, triplexes, and townhomes,~~ may be allowed under certain circumstances. The minimum lot size ranges from 6,000 square feet to 7,500 square feet. ~~The permitted density is 7-14 dwelling units per gross acre, depending on the particular housing types used and established development pattern and character of the area.~~

Residential High Density

Purpose: This designation provides for urbanized areas with a mixture of multifamily dwelling units that are within walking distance of public transit and commercial/employment areas and/or community facilities. This designation creates a transition from high intensity uses, such as commercial or industrial development, to lower intensity residential areas.

R4
R4a

Expected development & uses~~Principal uses & density:~~ Duplexes, triplexes, townhouses, A mixture of single- and multifamily are the predominant dwelling types. Some commercial uses may be permitted. New residential uses must feature transit-supportive densities (at least 15 dwelling units per gross acre). ~~There is no prescribed density limit, except in designated areas away from downtown and South Commercial Avenue (up to 18 dwelling units per gross acre).~~

~~*Special topics to explore: Consider adopting density minimums for new development; and consider uses that provide neighborhood gathering places.*~~

Central Business District

Purpose: This designation has been applied to the existing downtown commercial district in Anacortes. The purpose of the district is to reinforce downtown as the center of commercial, civic, and cultural activities within the city. Downtown is expected to accommodate new development while reinforcing and enhancing its historic pedestrian-friendly character and scale.

CBD

Expected development & uses~~Principal uses & density:~~ A broad mix of commercial, retail, professional office, civic and cultural, and residential uses. Active uses are required on the ground floor along Commercial Avenue and key side streets. Multi-story buildings and a mixture of uses are encouraged. New residential uses must feature transit-supportive densities (at least 15 dwelling units per gross acre).

~~*Special topics to explore: Consider concept of a transitional zone or related land use and development standards provisions along the east side of Q Avenue.*~~

Commercial

Purpose: This designation provides for a wide variety of general service, retail, commercial, and mixed-uses that serves local and regional residents and the traveling public.

C

Expected development & uses~~Principal uses & density:~~ A wide variety of general service, retail commercial, and professional office uses. Multifamily uses are encouraged on upper

floors along South Commercial Avenue and are allowed on certain side streets. New residential uses must feature transit-supportive densities (at least 15 dwelling units per gross acre).

Marine Mixed-Use

Purpose: This designation provides for a special mix of commercial, cultural, recreational, and residential uses in a high amenity area along the waterfront or with special waterfront relationship. The design of uses is intended to emphasize the unique marine setting by providing marine access and views from public spaces and establishing/maintaining a pedestrian-friendly character.

MMU

Expected development & uses: **Principal uses & density:** The primary uses are commercial, hospitality, cultural, and recreational uses. Residential uses are encouraged in mixed-use structures and allowed in single purpose structures provided developments include a horizontal mix of uses. Multi-story buildings are encouraged provided they are designed and oriented to provide public marine views and integrate human-scaled design details. New residential uses must feature transit-supportive densities (at least 15 units/acre).

Commercial Marine

Purpose: This designation is established in recognition of the unique and irreplaceable nature of certain marine sites in Anacortes and provides for a marine-oriented uses and commercial and industrial enterprises where orientation to navigable waterways and the tourism trade is of primary importance.

CM
~~CM1,~~
CM2

Expected development & uses: **Principal uses & density:** Marine-oriented commercial, recreational, and industrial uses. Tourism uses building on marine access and views are encouraged. Retail uses are limited to small scale establishments in support of primary uses. Large and multi-story buildings are allowed provided they are designed and oriented to provide public marine views.

Light Manufacturing

Purpose: This designation provides for a mix of industrial structures and uses, service commercial uses and limited retail uses that minimize external visual or physical impacts on adjacent properties and generally do not compete with uses in the CBD and C zones.

LM,
LM1

Expected development & uses: **Principal uses & density:** General service and light industrial uses that can be operated in a relatively clean, quiet, and safe manner compatible with adjoining uses. Retail and office uses are limited in scale or type to avoid competition with uses in the CBD and C zones.

Manufacturing & Shipping

Purpose: This designation provides for manufacturing and shipping uses that can utilize the deep waters of the Guemes Channel.

MS

Expected development & uses: **Principal uses & density:** Marine oriented manufacturing and shipping uses plus complementary support uses.

Special topics to explore: Consider concept of a transitional zone or related land use and development standards provisions for the area between T and U Avenues north of 4th Street.

Industrial

Purpose: This designation provides for manufacturing and closely related uses in areas with existing industrial uses or other areas with suitable land and transportation access that are buffered from residential and other uses that are likely to complain about industrial activities.

I

Expected development & uses: **Principal uses & density:** Industrial, research and development, repair, warehouse, shipping terminals that minimize external impacts to adjacent districts, and accessory uses.

Special topics to explore: Refine use, design, bulk and dimensional standards to promote desired development.

Heavy Manufacturing

Purpose: This designation provides for heavy manufacturing and closely related uses in the March Point area.

HM

Expected development & uses: Principal uses & density: Industrial, research and development, repair, warehouse, shipping terminals and related uses whose production process creates a potential hazard or nuisance to adjacent uses.

Public Use

Purpose: This designation is to allow for common public uses where the need arises and uses will not create a nuisance or interfere with existing uses.

P

Expected development & uses: Principal uses & density: Public parks and recreation facilities, open space, single family residences under certain circumstances, schools, and other public facilities.

Special Topics to Explore: Consider changing the designation of certain city- and state-owned properties to Public to align with current or planned public or open space uses. Refine use, design, and bulk and dimensional standards for the Public zone.

Aeronautical Zone

Purpose: This designation provides for the Anacortes Airport and associated uses.

AZ

Expected development & uses: Principal uses & density: Airport and aeronautical related uses.

Table LU-2. Overlay designations

Some areas within the city have unique characteristics, special land uses and/or land use objectives that call for an overlay that would apply in addition to the base land use designation.

Special Land Use Overlays

Implementing Zoning Designation

Medical Overlay

Purpose: This overlay designation provides for coordinated expansion of Island Hospital and growth of medical support uses in the immediate vicinity while minimizing the impacts on surrounding residential uses.

MED-O

Expected development & uses: Principal uses & density: Hospitals and medical clinics in addition to permitted uses in the underlying zoning district. Uses are subject to height, density and other development standards in the underlying zone, unless modified by the overlay standards.

~~Special topics to explore: Refine overlay boundary, use provisions, and height provisions.~~

Live/Work Overlay

Purpose: This overlay designation provides the opportunity to combine living and working spaces in individual units, provided the scale and impact of such non-residential uses is limited. This designation is appropriate for select R-3 and R-4 zones that are adjacent to commercial or manufacturing zones.

LW-O

Expected development & uses: Principal uses & density: Small scale retail, commercial, and manufacturing uses are allowed if combined with a permitted use in the base zoning

district. Subject non-residential activities shall be conducted indoors and external impacts minimized. Limited outdoor storage and sales may be allowed on a case by case basis provided measures are taken to minimize external impacts.

Mixed-Use Business Overlay

Purpose: This overlay designation provides the opportunity to integrate non-residential uses together with residential uses. Such uses shall be limited to those uses that minimize external or physical impacts on residential uses. This designation is appropriate for select R-3 and R-4 zones that are adjacent to commercial or manufacturing zones.

MUB-O

Expected development & uses~~Principal uses & density:~~ Professional office, institutional, educational, and small scale retail in addition to permitted uses in the underlying district. Non-residential activities shall be conducted indoors and external impacts minimized.

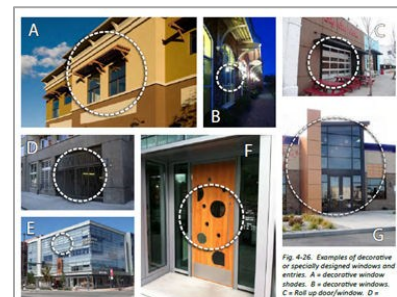
Goal LU-2. Community Design. Promote compatible pedestrian-oriented development that respects Anacortes's historic qualities~~character~~ and small town scale while strengthening its unique marine identity.

Policy LU-2.1. ~~Maintain~~Adopt and administer user-friendly and objective design standards~~and guidelines~~ for commercial and multifamily development that emphasize the concepts below. Periodically ~~E~~evaluate the effectiveness of adopted standards in response to built outcomes and community feedback~~and guidelines over time and make adjustments as necessary to achieve community design goals and policies.~~

- A. Employ site and building design techniques that promote safe and inviting pedestrian access and connections, particularly public access to and along the waterfront.
- B. Provide building massing standards that are compatible with ~~respect the character and scale of~~ Anacortes's business districts and residential neighborhoods.
- C. Place an emphasis on human-scaled design details that contribute to the City's ~~character and~~ identity.
- D. Promote the use of high quality durable materials that respect the site's historic context and enhance the City's maritime character.
- E. Promote design that takes advantage of special vistas, particularly marine views from public spaces.
- F. Encourage the use of landscaping elements as a defining feature of Anacortes's character.
- G. Provide~~Develop~~ special standards~~and guidelines~~ for large site development that incorporate open space and landscaping as a unifying element, provide a connected system of pathways, integrate safe internal vehicular circulation, demonstrate sensitivity to the surrounding context, and take advantage of special on-site and nearby features.
- E. Integrate opportunities for flexibility in the design guidelines standards by allowing multiple ways of complying with ~~achieving a~~ standards and by allowing strategic design departures provided the project meets the design intent.

Policy LU-2.2. Design public facilities to support and strengthen Anacortes's community ~~character and~~ identity.

- A. Recognize that the character of public rights-of-way play a role in showcasing community design and civic pride~~determining community character~~. Wherever feasible, promote complete streets and incorporate streetscape improvements, such as wayfinding signs, lighting, public art, enhanced landscaping and street furniture,~~to enhance community character.~~
- B. Incorporate consideration of physical health and well-being into the location and design of public facilities.
- C. Recognize, maintain, and enhance community entry and gateway sites to enhance Anacortes's distinct maritime character and setting.



Integrating Design Details

What are Complete Streets?



Complete Streets are streets for everyone, no matter who they are or how they travel.



D. Design public facilities to serve as a model of architectural and site design for private development in the city through use of quality building materials, human scale detailing, [sustainable building design](#), and landscape materials.

E. Locate and design public spaces that ~~reflect and~~ enhance [the public experience of](#) Anacortes' ~~character~~ and function as welcoming formal and informal gathering spaces.

Goal LU-3. Historic Preservation. Protect, preserve, and celebrate Anacortes's historic, cultural, and archeological resources.

Policy LU-3.1. Support continued efforts by the Anacortes Historic Preservation Board (AHPB) in administering the City's historic preservation program. This includes identifying, evaluating, protecting, and enhancing historic properties.

Policy LU-3.2. ~~Craft and m~~[Maintain](#) zoning regulations to balance the need to accommodate anticipated growth while preserving the City's historic [and cultural](#) resources ~~and character~~. Consider techniques to integrate incentives and/or site design flexibility for preservation and/or reuse of historic structures.

~~**Policy LU-3.3.** Adopt design standards and guidelines that provide guidance on preserving, rehabilitating, reconstructing, or adding to designated historic and other older structures within the Central Business District, Old Town, and other applicable areas.~~

~~**Policy LU-3.4.** The standards and guidelines should also provide guidance to the design of new construction in historical settings so that such buildings are respectful of the historic context while discouraging designs that promote a false sense of historicism.~~

~~**Policy LU-3.5.**~~ **Policy LU-3.3.** Participate in [State and Tribal government](#) ~~regional~~ efforts to identify and preserve historic and cultural sites.

~~**Policy LU-3.6.**~~ **Policy LU-3.4.** [The city of Anacortes](#) ~~A~~[cquires](#) historical or cultural resources when feasible. Consider cost sharing for acquisition, lease, or maintenance with other public or private agencies or governments.

~~**Policy LU-3.7.**~~ **Policy LU-3.5.** Incorporate interpretive signage, historic street names and features reflecting original historic designs into park projects, transportation projects, and buildings when feasible, as a means of commemorating past events, persons of note, and City history.

Policy LU-3.6. Provide assistance to developers, landowners, and interested citizens in obtaining grants and tax incentives for the reuse and rehabilitation of designated historic sites and buildings, [through the use of resources like the Anacortes Museum, the local Historic Preservation Board, and the Downtown Anacortes Alliance.](#)

~~**Policy LU-3.8.**~~ **Policy LU-3.7.** [Adopt enforceable development regulations which designate heritage buildings and prohibit demolition by neglect.](#)



Example of new development that respects historic context (use of brick, detailing, articulation).



Goal LU-4. Resource protection & sustainable design. Maintain and enhance Anacortes's robust environmental stewardship.

Policy LU-4.1. Maintain and strengthen [development](#) regulations to protect sensitive natural areas and pursue strategies/actions to restore degraded natural areas.

Policy LU-4.2. ~~Maintain and strengthen~~[Update](#) development regulations [and design standards](#) to emphasize sustainable design of buildings, ~~landscape streets, stormwater systems, and other elements~~ of new developments. This can include forms of Low Impact Development, [green building rating systems, renewable energy, and multimodal transportation](#).

Policy LU-4.3. [Consider incentives and minimum development regulations to encourage innovative approaches in development projects that reduce emissions and/or promote climate resilience. Strategies may include, but are not limited to:](#)

- [A. Surpassing minimum energy code requirements and using innovative approaches to reduce GHG emissions.](#)
- [B. Site and building designs to reduce urban heat effects, including but not limited to trees and vegetation, reduction in impervious surface coverage, sidewalk shade strategies, and green roofs.](#)
- [C. Integrate exterior building features that reduce the impacts of climate change and increase resilience by moderating interior building temperatures; promoting shade; reducing the urban heat island effect while also providing co-benefits for urban design and/or public space.](#)
- ~~A-D.~~ [Green stormwater management and water quality strategies that surpass minimum requirements and help the city meet stormwater management goals.](#)

~~Policy LU-4.2.~~ **Policy LU-4.4.** Encourage retrofits to existing development and infrastructure to reduce environmental impact. Explore providing incentives to residents and businesses that improve building energy performance, ~~and/or~~ incorporate onsite renewable energy, [reduce indoor and outdoor water use, reduce untreated stormwater runoff, and support multimodal transportation](#).

~~Policy LU-4.3.~~ **Policy LU-4.5.** [Coordinate with Washington State Department of Natural Resources, Anacortes Fire Department, utility providers, property owners, and others to reduce wildfire risk. in Wildland-Urban Interface \(WUI\) areas.](#) This could include the adoption of local Wildland Urban Interface (WUI) code.

~~Policy LU-4.4.~~ **Policy LU-4.6.** [Coordinate with property-owners around the Anacortes Community Forest Lands, and/or other areas with elevated risk from wildfire, when updating Critical Area regulations and/or City policies around the Anacortes Community Forest Lands to identify how best to implement wildfire mitigation strategies.](#)



~~Policy LU 4.5.~~ **Policy LU-4.7.** Develop policies and prescriptive designs to encourage property owners to landscape unimproved right-of-way with functional Low Impact Development features (e.g., bioswale, raingarden) or for use as private food gardens.

~~Policy LU 4.6.~~ **Emphasize sustainable design/practice in public improvements and in the design/use of public facilities and events.**

Key elements:

- ~~Update public works standards, as necessary, to emphasize best practice sustainable design/practice.~~
- ~~Incorporate consideration of physical health and well-being into the location and design of public facilities.~~

~~Policy LU 4.7.~~ **Policy LU-4.8.** Explore the feasibility of an incentive zoning/development credit program.

For example, under such program, developers could have an option to purchase additional density credits or other zoning code flexibility. Funds from this purchase could go towards purchasing land or the development rights from [historic properties](#), [environmentally sensitive areas](#), [rural resource lands](#), or toward [some other public benefit](#). ~~property owners in sensitive natural/rural areas or toward some other public benefit.~~

Policy LU-4.9. ~~Establish resource protection and sustainability goals a monitoring and adaptive management program to increase fairness, transparency, and improved ecological outcomes for critical areas protection. Establish resource protection and sustainability goals, monitor development to track success in meeting those goals, and refine the implementation strategy as needed to help meet goals.~~

Policy LU-4.10. [Identify, preserve, and connect Anacortes's natural features by promoting the permanent dedication of open spaces and the conservation of significant trees and native vegetation. Protect these natural assets to enhance ecological connectivity, support biodiversity, and contribute to community resilience to climate change.](#)

~~Policy LU 4.8.~~ **Policy LU-4.11.** [Ensure that all development complies with the adopted critical areas regulations in the Anacortes Municipal Code. Critical areas include wetlands, frequently flooded areas, fish and wildlife habitat conservation areas, geologically hazardous areas, and areas with a critical recharging effect on aquifers used for potable water.](#)

Please see the **Environment & Conservation Element** for additional guidance on the natural environment, including stormwater management.



Goal LU-5. Community Gathering Space. Preserve and develop inviting and distinctive gathering spaces, with the greatest emphasis in Downtown and commercial areas.

~~See Policy LU 7.1D regarding downtown gathering space.~~

~~See Policies LU 8.1, 8.2, and 8.4 regarding central Fidalgo waterfront gathering spaces.~~

Policy LU-5.1. Maintain and extend the Guemes Channel Trail and waterfront esplanades integrating community gathering spots at strategic locations along the trail corridor. Require development adjacent to the trail to help complete the trail (such as with improvement dedications, easements, or fee-in-lieu) and provide public access to the water.

Policy LU-5.2. ~~Maintain~~**Adopt** development regulations that encourage the integration of usable public open space in commercial and mixed-use areas.

Policy LU-5.3. Maintain and enhance streetscape design standards that enable safe access for all users and enhance public experience~~character and identity~~ of the City.

Policy LU-5.4. Pursue strategic public/private partnerships with large developments to leverage high quality public space integrated with new development.

Policy LU-5.5. Continue to encourage public participation in the design of public spaces throughout the City.

Goal LU-6. Residential uses. Preserve and enhance the quality, ~~character~~ and function of Anacortes's residential neighborhoods.

Policy LU-6.1. Provide for a wide variety of housing types within the city to meet the full range of housing needs for Anacortes's evolving population.

- A. Accessory dwelling units (ADU). Allow for attached and detached ADU's on all lots that allow for single-family homes in all residential districts. ~~Provide~~ provided size, design, and other ~~standards which that provisions~~ are compliant with state law~~included to promote compatibility with surrounding uses.~~
- B. Small lot single family. Allow for small lot single family development ~~(lots smaller than 5,000 square feet)~~ in the Residential Medium Density and Old Town zones. Maintain design standards ~~R3-zone-provided design provisions~~ that emphasize a pedestrian-oriented design and the inclusion of usable open space ~~are included.~~
- C. Cottage housing. Encourage the development of cottage housing (a cluster of small homes around a common open space), including attached cottages, in most residential zones~~single family zones as an increasingly popular housing type.~~ Maintain~~provided special~~ design standard~~provisions are included to that~~ ensure a pedestrian-oriented design, inclusion of common open space, and ~~strict~~ cottage size limitations.
- D. Duplexes & triplexes. Encourage these housing types in the Residential Low Density 2 and Residential Medium Density zones. ~~R3 and R4 zones~~ Maintain~~provided~~ design standard~~provisions~~ that emphasize a pedestrian-oriented design and the inclusion of usable open space ~~are included.~~
- E. Townhouses. Encourage the development of townhouses in the Residential Medium Density and Residential High Density zones



Cottage housing is typically a cluster of 4-12 small detached housing units that surround a common open space. Cottages are typically in the 600-1,200 sf size range and popular with singles, couples, empty nesters, and small families that desire a sense of community and don't want to maintain a large yard. They function as a niche housing type that would be popular among a smaller percentage of the population.

~~R-3, R-4~~ and on certain side streets in [Commercial and Central Business District](#) ~~designations~~ ~~the C and CBD~~ zones as an efficient and popular form of housing for a large demographic of Anacortes's population. [Maintain](#) ~~D~~ design standards emphasizing pedestrian-oriented design, façade articulation, and usable open space ~~are particularly important~~.

F. Senior and assisted housing. Encourage these housing types [Residential Medium Density and Residential High Density](#) ~~designations in the R-4 zones~~ ~~and under certain circumstances in the R-3~~, and along certain side streets in [the Commercial and Central Business District](#) ~~designations~~ ~~the C, and CBD~~ zones. [Apply](#) multifamily and commercial design standards to these ~~uses~~. ~~Design standards emphasizing pedestrian-oriented design, façade articulation, and usable open space are particularly important.~~

G. Walk up apartments and stacked flats. Encourage these housing types in [the Residential Medium Density and Residential High Density zones](#) ~~designations~~ ~~and in the Commercial and Central Business District zones~~ ~~designations~~ ~~the R-4 zone and in the C and CBD zones~~ above shops and on side streets. [Maintain](#) ~~D~~ design standards emphasizing pedestrian-oriented design, façade articulation, and usable open space ~~are particularly important~~.

H. Live-work units. Promote opportunities to combine live and work spaces in [Commercial, Central Business District, and Marine Mixed Use](#) ~~designations~~ ~~the C and CBD~~ zones and within Live-Work Overlay zones.

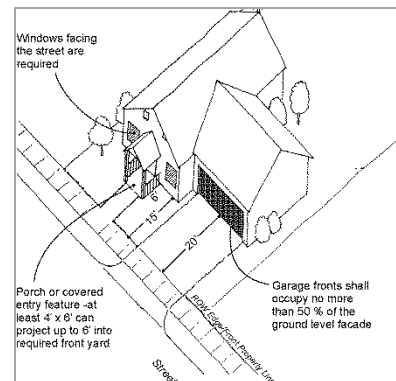
Protect the ~~identity~~ ~~character~~ of single family neighborhoods by focusing higher intensity land uses close to commercial and community services and transit.

Policy LU-6.2. ~~Maintain the following~~ [Adopt](#) ~~Use~~ design standards [for small lot development to promote neighborhood compatibility and enhance the livability of new housing](#) for small lot single family development to gracefully integrate these uses into existing neighborhoods in ways that maintain general neighborhood scale and character.

Key concepts [for](#) ~~to consider in the~~ design standards:

- A covered entry facing the street.
- Minimize the impacts of garages and driveways on the streetscape.
- Provide usable open space ~~on all single family lots~~.
- ~~Maximum floor area ratio to better ensure that homes are proportional to lot sizes.~~
- Minimum amount of façade transparency to promote more “eyes on the street” for safety and to create a welcoming streetscape.

Policy LU-6.3. [Maintain](#) ~~Adopt~~ design standards for new multifamily development to promote neighborhood compatibility [and](#) ~~,~~ enhance



Example small lot single family design standards.

the livability of new housing, ~~and enhance the character of residential and mixed-use areas.~~

Key concepts ~~for to emphasize in the~~ design standards:

- Emphasize pedestrian oriented building frontages.
- Emphasize façade articulation consistent with neighborhood scale.
- Integrate high quality durable building materials and human scaled detailing.
- Provide for usable open space for residents.
- Provide compatible site edges and sensitive service area design.
- Provide for vehicular access and storage while minimizing visual and safety impacts of vehicles.
- Integrate landscaping elements to soften building elevations, enhance neighborhood compatibility, and improve the setting for residents.

Policy LU-6.4. Allow some compatible nonresidential uses in residential zones, such as appropriately scaled schools, neighborhood-scaled grocery stores, religious facilities, home occupations, parks, open spaces, ~~and other uses that provide places for people to gather,~~ senior centers and ~~other civic uses, and~~ day care centers. Maintain standards in the zoning code for locating and designing these uses in a manner that ~~is compatible with~~ ~~respects the character and scale of~~ the neighborhood.

Policy LU-6.5. Explore the development of zoning incentives to help meet housing diversity and affordability goals.

Examples could include residential density bonuses, variations in allowed housing type, or flexibility in regulations, if a proposal meets community goals for affordable, senior, size-limited or other types of innovative housing. If not permitted outright or through discretionary review processes, consider providing for these incentives through pilot programs or other innovative measures.

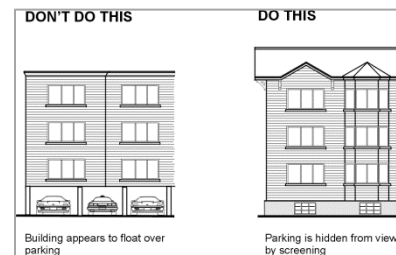
Goal LU-7. Downtown and South Commercial Avenue. **Enhance the public experience ~~character~~ and economic vitality of Downtown and the South Commercial Avenue corridor.**

Policy LU-7.1. Maintain and strengthen downtown as the center for civic, retail, cultural, dining and entertainment activity in Anacortes.

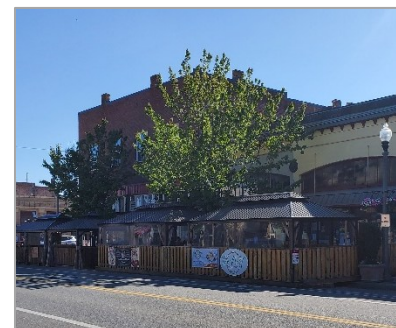
- A. Encourage a mixture of uses downtown, including restaurants and taverns, retail, office, civic, cultural, lodging, and residential uses to support day and evening activities for all ages.



Example of façade articulation techniques.



Example design standards for in-structure parking.



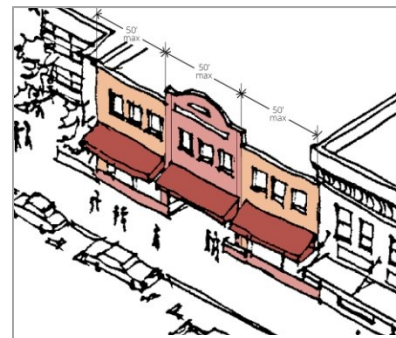
B. Facilitate more opportunities for people to live downtown through regulatory changes and proactive communication with property owners and the development community. Key concepts:

- ~~Maintain~~**Integrate** zoning flexibility to allow single purpose multifamily residential on most side streets.
- ~~Increase the~~**Consider increasing** flexibility ~~of~~**for** minimum parking requirements.

C. ~~A~~**Craft and** apply form-based design standards for downtown.

Key concepts ~~for~~**to emphasize in the** design standards:

- Reinforce the historic storefront pattern on Commercial Avenue.
- Accommodate a variety of pedestrian-friendly building frontages on side streets.
- Promote the continued preservation and restoration/rehabilitation of historic and contributing buildings.
- Promote façade massing and articulation that complements historical context.
- Integrate high quality durable building materials and human scaled detailing.
- Provide compatible site edges and sensitive rooftop and service area design.
- Locate and design off-street parking to minimize impacts to the retail and pedestrian environment.



Example of façade articulation.

D. Emphasize downtown as the primary gathering place for Anacortes:

- Explore the development of a centralized public plaza space downtown.
- Continue to promote festivals and other special events downtown.
- Encourage the integration of public space and amenities associated with non-residential uses.
- Enhance the streetscape downtown to provide opportunities for outdoor dining, interaction, public art, and people watching.



E. Explore opportunities to build a new City Hall and promote adaptive re-use of the existing City Hall with uses complementary to other downtown uses.

F. ~~M~~**Craft and** maintain zoning and design provisions that emphasize a graceful transition between downtown and adjacent residential neighborhoods.

G. Encourage multi-story construction with underground or structured parking that facilitates transit-friendly densities and vibrant pedestrian-oriented streetscapes.

H. Identify and improve walking and biking routes to downtown as a pedestrian and biking-friendly destination. Provide safe methods such as textured crosswalk paths and bulb-outs where



people can cross major streets at regular and convenient intervals.

- I. Prioritize and implement recommendations in the Anacortes Parking Study, which identifies short and long-term strategies and alternatives for providing additional and better management of downtown public parking.

Policy LU-7.2. Explore full or partial pedestrianizing of streets in Downtown to enhance public experience and economic vitality.

Policy LU-7.2. ~~Policy LU-7.3.~~ Strengthen the visual appearance and economic vitality of South Commercial Avenue.

- A. Maintain and strengthen the function of the corridor for retail, commercial, and service uses.
- B. Encourage residential development on side streets and in the form of mixed-use buildings (housing over shops) complementary to retail/service uses.
- C. ~~Maintain~~ ~~Craft and apply~~ form-based design standards for South Commercial Avenue.

Key concepts to emphasize ~~in the design standards:~~

- Provide for pedestrian-friendly building frontages.
- Promote façade massing and articulation that reinforces Anacortes's ~~scale and community~~ ~~character and scale.~~
- Integrate high quality durable building materials and human scaled detailing.
- Encourage the integration of public space and amenities associated with non-residential uses.
- Emphasize landscaping elements as a major character defining feature of the corridor.
- Provide compatible site edges and sensitive service area design.
- Locate and design off-street parking to minimize visual impacts to South Commercial Avenue.

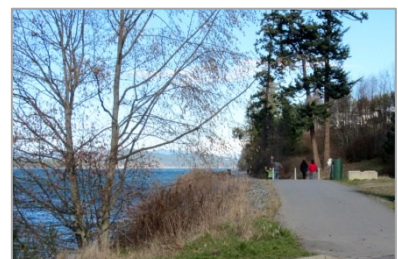
- D. Design, implement, and maintain streetscape improvements to:

- Enhance the visual appearance of the corridor and character/identity of the city.
- Promote private investment in the corridor.
- Enhance and promote non-motorized access and transit use.

Goal LU-8. Fidalgo Bay and Guemes Channel Waterfronts. Maintain and enhance Anacortes's waterfront as a unique and irreplaceable environmental, economic, and recreational amenity for the city.

Policy LU-8.1. Enhance physical and visual access to the water.

- A. Maintain and extend the Guemes Channel Trail and waterfront esplanade along the entire waterfront consistent with the goals and policies of the Shoreline Master Program.
- B. Enhance the pedestrian connections between downtown and Fidalgo Bay waterfront. Key considerations:



- Improve pedestrian crossings on Q/R Avenue near Cap Sante Marina.
- Consider options to re-establish logical connection between Q and Commercial Avenue near 12th Street.

- C. Explore improved transit connections to the Fidalgo Bay waterfront.
- D. Adopt design standards that promote site and building design that enhance physical and visual access to the water from streets, parks and other publicly accessible spaces.
- E. In partnership with other organizations, such as the Port of Anacortes, consider options for a public boat ramp on Fidalgo Bay.

Policy LU-8.2. Encourage public/private partnerships to facilitate coordinated development that balances economic, public amenity, environmental, and historical/cultural preservation goals.

Example concepts:

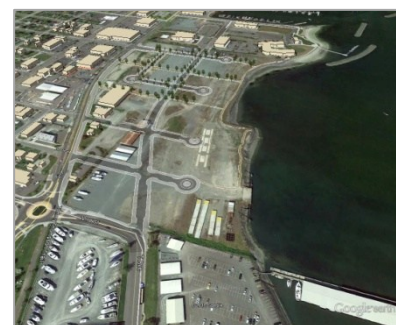
- Infrastructure agreements.
- Public space provisions.
- Provisions to encourage special/active waterfront uses – including lodging/conference facilities, recreational/cultural facilities.

Policy LU-8.3. Capitalize on maritime industry by making full use of sites already tailored to marine uses.

- A. Preserve Industrial-zoned land south of 22nd Street for future industrial businesses and potential for green industries.
- B. Encourage preservation of industrial waterfront at 22nd Street to provide for manufacturing access to water.
- C. Encourage the preservation of access to the dredged channel near 22nd Street.
- D. Encourage the development of a modern haul-out for vessels up to 150 feet to increase opportunities for local businesses and a work yard open to business and the general public.
- E. Consider improvements and upgrades to the existing city haul-out facilities.
- F. Retain open industrial space for large-scale manufacturing.

Policy LU-8.4. ~~Maintain~~**Adopt** form-based design standards for the central Fidalgo Bay waterfront that promote coordinated development that enhances Anacortes's unique marine character.

- A. Provide for physical and visual access to the water.
- B. Create a coordinated network of internal roadways and walkways that serves the envisioned mix of uses and creates a distinctive setting and identity for the district.
- C. Provide for pedestrian-friendly building frontages.
- D. Encourage building layout, orientation, modulation, and articulation to reduce the perceived scale of large buildings, add visual interest, and establish a distinct design character for the



Example of a coordinated internal roadway network applied on the Central Fidalgo Bay waterfront.

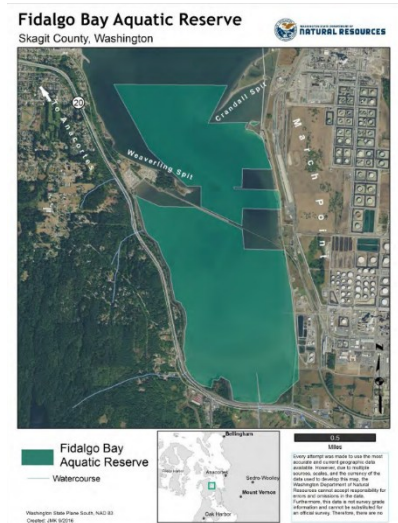
district. Emphasize human scaled design components and details that add interest to facades and entries.

- E. Provide for building heights up to four stories with the ability to go to six-stories via incentives for public amenities, desired mix of uses, and/or integration of special design features.
- F. Encourage the integration of public space and amenities associated with non-residential uses.
- H. Emphasize landscaping elements as a major character defining feature.
- I. Include design provisions that seek to minimize potential negative conflicts between different uses. For example, provide compatible site edges and sensitive service area design.
- J. Locate and design off-street parking to minimize negative visual impacts to pedestrian areas and uses.

Policy LU-8.5. Plans and regulations should take into account sea-level rise, tsunamis and other natural hazards.

Policy LU-8.6. Review and reconcile the inconsistencies between zoning, shoreline designation and actual land uses along the Guemes Channel shoreline between the marina (formerly known as Lovric's) near Dakota Avenue Lovric's marina and the Old Town area, as well as possible re-use of existing historic overwater structures in that area in a manner that minimizes impacts on the adjoining residential area on the uplands.

~~**Policy LU-8.5.**~~ **Policy LU-8.7.** Coordinate with the Department of Natural Resources and other partners to protect and enhance the physical processes, habitats, species, and valued cultural features present at the Fidalgo Bay Aquatic Reserve.



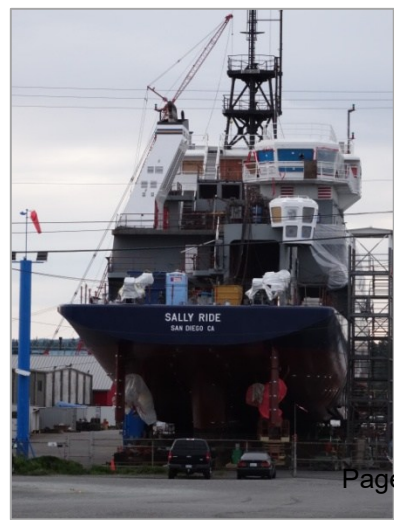
Goal LU-9. Industrial & Manufacturing Areas. Maintain and promote active use of industrial lands.

Policy LU-9.1. Heavy manufacturing development should be contained in those general areas presently designated for Heavy Manufacturing (on March Point).

Policy LU-9.2. In shoreline areas with deep water access encourage and support water dependent and water related uses such as manufacturing, shipping, moorage, navigation, cargo handling and storage, fish processing, and ship/boat construction and repair.

Policy LU-9.3. Encourage development of multiple types of manufacturing businesses ~~manufacturing development~~, providing a more stable economic base through diversity, as opposed to a single large manufacturing business.

Policy LU-9.4. Limit non-industrial uses to those that are complementary to industrial activities in terms of access and circulation, public safety, hours of operation, and other land use activities. For example, ground-floor retail, indoor recreation, and daycare to serve industrial employees and/or located within walking distance of commercial and high density residential zones can be complementary when appropriately sized and designed.



Policy LU-9.5. Protect industrial and manufacturing lands from encroachment by other land uses, which would reduce the economic viability of industrial lands.

Policy LU-9.6. Develop industrial and manufacturing lands to minimize impacts on surrounding land uses, especially residential land uses.

Policy LU-9.7. New or additional industrial and manufacturing development should comply with the following criteria:

- A. Sewer, water, and communications services should be available or planned for the industrial site area.
- B. New sites designated for industrial use should have convenient access to existing or planned highways or major arterials.
- C. Consistent with the Environment and Conservation Element of the Comprehensive Plan.

Goal LU-10. Healthy Communities. Promote land use and community design that encourages healthy living and good connectivity between compatible uses.

Policy LU-10.1. Adopt development regulations and design provisions that facilitate a complementary mix of uses within ~~mixed-use centers~~ neighborhoods and provide for safe and attractive multi-modal connectivity between uses and amenities, to ~~that~~ encourage more walking and bicycling between uses. ~~Adopt design provisions that provide for safe and attractive non-motorized connectivity between uses and amenities, with the frequency of connections commensurate with the envisioned intensity of land uses (e.g., housing, employment, community services, and amenities).~~

Policy LU-10.2. ~~Maintain~~ Adopt development regulations that encourage the integration of recreational space with multifamily development.

~~**Policy LU-10.3.** Integrate public recreational amenities accessible to all Anacortes residents, workers, and visitors, with highest priority on locations, facilities, and activities that best serve the community.~~

~~**Policy LU-10.4.**~~ **Policy LU-10.3.** Increase access to healthy foods by encouraging the location of fresh food markets and community food gardens in close proximity to multifamily uses and transit facilities through zoning regulations.

Healthy communities are designed, built and programmed to support the physical, mental, and social well-being of the people who live, work, learn and visit there.

Goal LU-11. Growth management & regional coordination. Emphasize compact growth to minimize sprawl and protect Anacortes's Community Forestlands.

Policy LU-11.1. Plan for accommodating anticipated growth within the City to protect surrounding forest and parklands, and minimizing sprawl, while strengthening Anacortes's unique marine character and identity.

Compact growth helps conserve resources by reinvesting in existing infrastructure, designing walkable neighborhoods that have homes near shops and services and avoiding encroachment into sensitive areas.

- A. Provide for residential infill development opportunities throughout the city, but focus the highest intensity residential uses close to commercial and community services and transit.
- B. Provide for an adequate supply of land zoned for residential and commercial~~employment~~ uses to support 20-year population~~and~~ employment allocations as required by Skagit County County-Wide Planning Policies.
- C. Monitor and report growth as directed in Skagit County County-Wide Planning Policies.

Policy LU-11.2. ~~Maintain~~Adopt user-friendly and coordinated development regulations that facilitate Anacortes's preferred land use pattern (e.g., allowed density, uses, and site provisions).

- A. Refine the land use code on an ongoing basis to make it easier to use by employing simple language, easy to read charts, and illustrative graphics.
- B. Monitor and refine the land use code as needed to facilitate the preferred land use pattern and form~~development character~~.
- C. Integrate an appropriate balance of predictability and flexibility when updating development regulations that allow ease of administration and interpretation and offer optional ways of meeting requirements when possible.

Policy LU-11.3. Allow new development only where adequate public services can be provided.

Policy LU-11.4. Work with other jurisdictions and agencies, educational and other organizations, and the business community to develop and carry out a coordinated, regional approach for meeting the various needs of Skagit County communities, including housing, human services, economic vitality, public safety, utilities, infrastructure, parks and recreation, transportation, and environmental protection.

SUBAREA PLANS

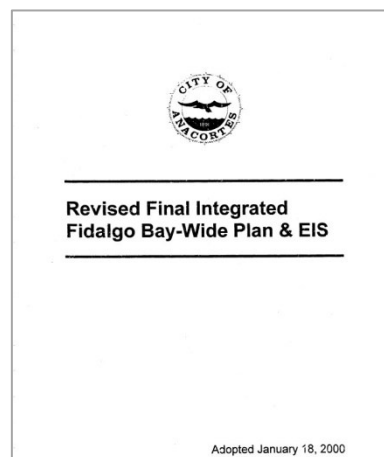
The following subarea plans have been adopted as a component of the Comprehensive Plan. Where there is a conflict between the goals and policies of these plans with the Comprehensive Plan, the goals and policies of the plan with the most recent adoption date shall apply.

- Fidalgo Bay-Wide Plan (2000)
- Anacortes Airport Subarea Plan (2005)

Consider subarea plans as a ~~great~~ tool to develop more detailed policies and implementation strategies for the following areas, as conditions evolve, opportunities arise, and funding is obtained:

- Central Fidalgo Bay waterfront
- Downtown
- South Commercial Avenue corridor
- Skyline Marina area
- SR-20 corridor/March Point
- Sharpe's Corner
- Maritime areas
- Residential neighborhoods
- Other areas as deemed appropriate

A **subarea plan** is a detailed plan for a portion of the city that is consistent with the comprehensive plan. A subarea plan can include economic considerations, land use, zoning, multi-modal circulation, environmental considerations, infrastructure, and community identity and design issues.



Housing

Introduction

The Housing Element addresses the preservation, improvement, and development of housing; identifies land to accommodate different housing types; and makes provisions for the existing and projected housing needs of all economic segments of the community. Anacortes's housing element seeks to ensure that there will be enough housing to accommodate expected growth in the city, and the variety of housing necessary to accommodate a range of income levels, ages, and special needs. At the same time, the element seeks to preserve existing neighborhood character by including policies that will keep new development compatible. This is an element in which multiple interests need to be balanced, including community character, demographic characteristics, affordability, and others.

The Housing Element is supported by a housing needs analysis, which quantifies existing and projected housing needs and identifies the number of housing units necessary to accommodate projected growth. This analysis is contained in the Housing Element Background Information (see Volume 2).



Goals & Policies

Goal H-1. Housing Supply and Variety. Provide for a sufficient quantity and variety of housing to meet community needs.

Policy H-1.1. Provide for an adequate supply of appropriately zoned land to accommodate the city's housing growth targets.

Policy H-1.2. Promote a variety of housing options that are needed by the different demographic groups and life situations in Anacortes. ~~Promote a variety of residential densities and housing types in all price ranges to meet a range of housing needs and respond to changing needs and preferences.~~

Policy H-1.3. Integrate smaller housing types, such as cottages, duplexes, townhouses, and accessory dwelling units, into ~~residential~~ neighborhoods.



Policy H-1.4. Consider the potential for development of tiny houses in selected areas ~~throughout~~ of the city.

Policy H-1.5. Encourage infill development on vacant or under-utilized land.

Policy H-1.6. Evaluate barriers to achieving increased density in multifamily residential and mixed use zones and revise regulations if appropriate.

Policy H-1.7. Provide for development of multifamily housing in high-opportunity areas and areas close to shopping, employment, services and public transportation. High-opportunity areas have attributes that have a positive effect on the economic mobility, health, and well-being of residents. These are often characterized by access to quality jobs, education, healthcare, healthy food, recreation, transit/transportation options, and lower exposure to environmental and health hazards.

Policy H-1.8. Provide for flexibility in subdivision development in order to promote environmental protection, encourage infill development, enhance neighborhoods ~~character~~, employ low impact development techniques, and other similar goals.

Policy H-1.9. Encourage ~~demonstration~~ more development of innovative housing projects and strategies of innovative housing types or programs, such as co-housing, co-living, land trusts, sweat equity, co-location of housing with public facilities, tiny houses, or others.

Policy H-1.10. Permit manufactured homes on individual lots in residential zones in accordance with the provisions of state and federal law.

Policy H-1.11. Maintain development regulations that permit allowed residential uses by right and avoid conditional uses.

~~Policy H-1.10.~~ **Policy H-1.12.** Explore a short-term rental ordinance that accommodates and manages such uses in a manner that limits the negative impacts on housing affordability and neighborhood livability.

Goal H-2. Neighborhood ~~Form~~ Character. Allow organic change of neighborhoods over time to meet community needs, while preventing neighborhoods from experiencing extreme changes in a short period of time ~~Promote the stability and vitality of residential and mixed-use neighborhoods.~~

Policy H-2.1. Zoning should allow the next increment of housing in all neighborhoods and should disallow sudden, radical change in all neighborhoods ~~Encourage housing types and design that reinforce and enhance the character and scale of established neighborhood development patterns.~~

Policy H-2.2. Maintain ~~Develop~~ design ~~guidelines~~, standards or other measures to achieve the following benefits:



- A. Allow growth without sacrificing Anacortes's unique small town character.
- B. Facilitate compatibility between existing and new housing.
- C. Integrate and connect multifamily developments with surrounding development to enhance a sense of community in neighborhoods.
- D. Allow for compatible integration of attached and detached accessory dwelling units in residential neighborhoods.

Policy H-2.3. Encourage rehabilitation and improvement programs to preserve the ~~character and~~ condition of existing housing, especially for homes owned by seniors, low-income people, and people of color who may face mobility and/or financial barriers to home maintenance.

Goal H-3. Housing Affordability. Provide for a range of housing opportunities to address the needs of all economic segments of the community.

Policy H-3.1. Encourage preservation, maintenance, and improvements to existing affordable housing.

Policy H-3.2. Develop meaningful, measurable metrics ~~goals~~ and strategies that promote the development of affordable ~~workforce~~ housing to meet local needs and monitor progress toward achieving those strategies ~~meeting those goals.~~ Metrics should include homeownership rates and housing cost burden for people of color, and other statistics recommended by the Housing Action Plan.

Policy H-3.3. Support non-profit agencies and public/private partnerships to preserve or develop additional housing for very low, low and moderate income households.

Policy H-3.4. Support both rental and ownership forms of affordable housing in a variety of types and sizes.

Policy H-3.5. Locate affordable housing throughout the city and especially in high opportunity areas ~~with good access to transit, employment, education, and shopping.~~

Policy H-3.6. Consider a housing levy to provide ~~ongoing~~ funding for construction and preservation of affordable housing.

Policy H-3.7. ~~developing~~ Explore the establishment of incentives for the development of affordable housing, such as a Multifamily Tax Exemption (MFTE) program ~~Consider developing an inclusionary zoning program~~ as a means of increasing the City's affordable housing supply.

Policy H-3.8. Require that affordable housing achieved through public incentives or assistance remains affordable for the longest possible term.

Prioritize affordable housing developers (especially those serving communities of color) or other community-determined uses, when disposing of city-owned surplus land, consistent with the allowances of state law ~~Evaluate land owned by the City and other public~~

Possible Workforce & Affordable Housing Strategies:

Incentive zoning. Development Incentives such as increased height or floor area ratio, could be tied to the provision of affordable housing or payment of a fee-in-lieu to an affordable housing fund.

Inclusionary zoning. Requires that a given share of new construction is set aside to be affordable to low to moderate income households.

Multi-family Tax Exemption (MFTE) Program. Washington state law authorizes this program, which offers a limited 12-year tax exemption from ad valorem property taxation if 20% of the housing is affordable.

Fee reduction or waivers. Costs associated with the development process, such as impact fees and building permit fees, can be reduced or eliminated to encourage selected types of development.

~~entities for use for affordable housing utilizing a community land trust, or similar, type model.~~

Policy H-3.9. Explore opportunities for affordable housing on City-owned and other public land in downtown, including redevelopment of parking lots, co-location of affordable housing with public facilities, and new land acquired by the City for the purpose of developing housing.

Policy H-3.10. Maintain and update the Anacortes Housing Action Plan, with a focus on~~Develop and implement a detailed affordable housing program that identifies specific actions to increase~~increasing the supply of housing that is affordable to low to middle-income individuals and families.

Goal H-4. Special Needs. Provide housing options for special needs populations, including independent living for seniors, assisted living, memory care, drug & alcohol rehab and mental health facilities.

Policy H-4.1. Provide accommodation throughout the city for housing for people with special needs and avoid concentrations of such housing.

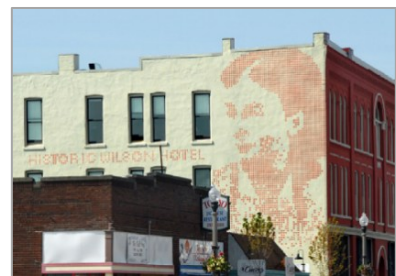
Policy H-4.2. Encourage the development of senior-friendly housing opportunities, particularly in areas near services and amenities.

Policy H-4.3. Promote a range of housing types for seniors; e.g., adult family homes, skilled nursing facilities, assisted living, and independent living communities.

Policy H-4.4. Support ways for older adults and people with disabilities to remain in the community as their housing needs change by encouraging universal design or retrofitting homes for lifetime use.

Policy H-4.5. Promote the provision of support services, including transportation options, to allow seniors and those with special needs to remain in their own homes or non-institutional settings.

Policy H-4.6. Support public and private housing and services for people who are homeless and transitioning out of homelessness. Allow the development of emergency shelters, transitional housing, emergency housing, and permanent supportive housing consistent with state law.



Special Needs Housing includes homes suitable for and occupied by people with one or more limitations, such as a physical or mental disability, long-term illness, or alcohol or drug issues. Examples include adult family homes, assisted living facilities, and group homes for people with developmental disabilities.

Goal H-5. Regional Collaboration. Actively participate and coordinate with other agencies in efforts to meet regional housing needs

Policy H-5.1. Encourage local and regional affiliations and alliances to provide affordable housing.

Policy H-5.2. Explore local and regional funding options to support development of housing for low- and moderate-income households.

See Volume II of the Housing Element for additional discussion about **affordable housing needs** in Anacortes, including income levels and housing affordability.

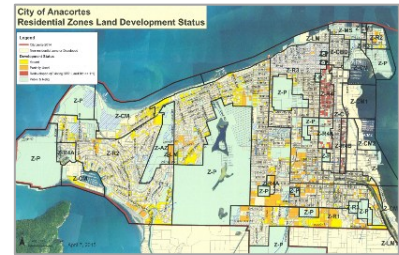
Policy H-5.3. Work with other jurisdictions and health and social service organizations to develop a coordinated, regional approach to homelessness.

Goal H-6. Monitoring. Implement Housing Element goals in a manner that is efficient and transparent.

Policy H-6.1. Evaluate and report on how the goals and policies of this Housing Element are being achieved.

Policy H-6.2. Monitor housing supply, type and affordability, including progress toward meeting a proportionate share of the countywide need for affordable housing for very low-, low-, and moderate-income households.

Policy H-6.3. Monitor local data and routinely reassess and adjust policies, strategies and regulations to improve effectiveness of programs to meet local housing needs

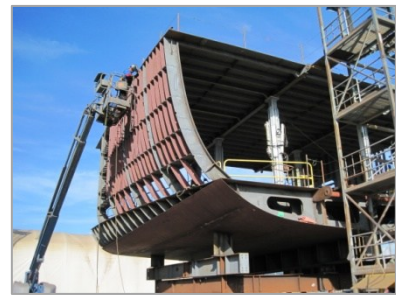


Economic Development

Introduction

Economic Development addresses the coordinated actions that can improve the economic health and standard of living of a community. It covers a broad spectrum of economic activities including business receipts, jobs and personal income, and tax base. The economic development element of the comprehensive plan establishes local goals, policies, objectives, and provisions for economic growth and vitality and a high quality of life.

The Growth Management Act requires that the element include: (a) a summary of the local economy such as population, employment, payroll, sectors, businesses, sales, and other information as appropriate; (b) a summary of the strengths and weaknesses of the local economy defined as the commercial and industrial sectors and supporting factors such as land use, transportation, utilities, education, workforce, housing, and natural/cultural resources; and (c) an identification of policies, programs, and projects to foster economic growth and development and to address future needs. The goals and policies are presented in this section; the description and evaluation of economic conditions is provided in the Background Information (see Volume 2).



Goals & Policies

Goal ED-1. Balanced Economy. Foster a balanced, diversified and sustainable local economy that contributes to Anacortes's high quality of life.

Policy ED-1.1. Pursue a balanced economy through the protection and enhancement of the community's natural, historical, and cultural amenities, and the improvement of the well-being of its residents.

Policy ED-1.2. Promote economic resilience by encouraging a diversity of businesses not reliant on a single business sector or large employer. Include strategies for increasing business sector diversity in the economic development strategic plan.

Policy ED-1.3. Provide a stable tax base to support the costs of desired public facilities and services.



Policy ED-1.4. Encourage expansion of existing employers and attraction of new employers that pay wages sufficient to support family households and fund needed public services.

Policy ED-1.5. Support existing commercial, manufacturing and industrial enterprises as a vital part of Anacortes's economy.

Policy ED-1.6. Facilitate the retention, growth and new location of small and locally-owned business, through marketing, technical assistance, allowing live-work units, and/or providing incubator or kitchen spaces for microenterprise.

Policy ED-1.7. Encourage low-impact home-based businesses in residential areas.

Policy ED-1.8. Invest in public facilities and services, including high-capacity fiber broadband, that improve business conditions and quality of life, and are affordable to residents and businesses.

Collaborate with the Anacortes Creative District to foster the growth of Anacortes's creative economy through recruitment and support of creative and artistic businesses, supporting the Anacortes Arts Festival and additional arts and cultural events, and marketing Anacortes as a destination for art and culture. ~~Attract a diverse population, including artists, innovators, and families that contribute to a vibrant multigenerational community.~~

Policy ED-1.9. Support the development of a variety of housing types that can serve all income levels throughout the city, to facilitate workforce housing affordability and increase ~~an adequate range of affordable housing opportunities for the local workforce to increase~~ the attractiveness of the city to employers and creative economy employees.

~~**Policy ED 1.10.** Allow for live/work opportunities as described in the Land Use Element to expand options for small or startup businesses.~~

~~**Policy ED 1.11.**~~ **Policy ED-1.10.** Develop a strategic plan for economic development in coordination with local stakeholders, ~~such as the Port of Anacortes~~ and work with local businesses and non-profits to implement the findings and recommendations of the plan.

~~**Policy ED 1.12.**~~ **Policy ED-1.11.** Engage in frequent communication with local businesses and resources outside the region to better understand industry trends, cooperatively plan for future needs and work toward common goals.

Policy ED-1.12. Coordinate with regional economic development organizations to identify and encourage development of industry clusters that can share technologies, facilities and labor resources ~~Provide state-of-the-art broadband infrastructure, including high-capacity fiber optic cable, for business, education, public affairs, and consumer uses.~~

Policy ED-1.13. Attract knowledge-based enterprises offering alternative technologies and services, including green industries such as environmental services and energy technologies.

Live/Work Units are dwelling units that include ground floor working space. The working space could either be rented out or used by residents of the dwelling for permitted uses allowed in the applicable zoning district. Most commonly, live/work units are in the form of townhouses where the ground floor is level with the sidewalk and features generous floor to ceiling heights appropriate for commercial uses.

The term **broadband** typically refers to high-speed Internet access that is always on. Broadband includes several high-speed transmission technologies, one of which is fiber. A broadband network can beneficially effect the economy by facilitating acquisition of knowledge and technical skills, increasing community competitiveness by attracting knowledge-based businesses, and improving efficiency and productivity.

~~Policy ED-1.13.~~ Policy ED-1.14. Support expansion of local medical care facilities as sources of jobs and income, as well as support services to the community.

Retail & Commercial. Retain and grow~~Enhance~~ commercial businesses ~~which~~ that serve the community's needs for goods and services.

~~Policy ED-1.14.~~ Policy ED-1.15. Through the forthcoming economic strategic plan, incentives, marketing, and other work, promote the formation and support of local businesses that serve the needs of residents and visitors – such as small specialty retailers, mercantile, and the provision of community spaces – in order to retain money within the community~~Encourage residents to support local businesses and keep money within the community.~~

~~Policy ED-1.15.~~ Strive to recapture local household spending that currently goes to businesses in surrounding communities.

~~Policy ED-1.16.~~ Encourage new businesses, such as small specialty retailers, mercantile, or complementary brand retailer, that provide goods not currently available within the community.

~~Policy ED-1.17.~~ Encourage new businesses that serve local residents as well as visitors.

~~Policy ED-1.18.~~ Policy ED-1.16. Promote the development of uses, such as high density residential and overnight accommodations, that maintain or increase shopper density within the Central Business District.

~~Policy ED-1.19.~~ Encourage uses that provide gathering and meeting places.

~~Policy ED-1.20.~~ Consider implementing limits on non-retail uses in core Central Business District areas after careful review of successful implementations elsewhere.

~~Policy ED-1.21.~~ Policy ED-1.17. Explore~~Consider allowing~~ providing for small commercial nodes in non-commercial zones, where appropriate access is available, in order to expand local neighborhood access to goods and services.

~~Policy ED-1.22.~~ Policy ED-1.18. Encourage higher density residential development within and near the Central Business District as support for Downtown businesses.

~~Policy ED-1.23.~~ Policy ED-1.19. Strive to provide for a range of sites for a variety of retail development including sites that serve auto-oriented customers as well as those serving pedestrians.

~~Policy ED-1.24.~~ Explore the City's potential role in providing incubator space for microenterprise and small start-up retail businesses that are consistent with the Comprehensive Plan goals and policies for commercial and retail areas.

~~Policy ED-1.25.~~ Policy ED-1.20. Encourage development of circulation routes, signage, and information displays between Cap Sante Marina, Downtown and other commercial areas.



Please see the **Economic Development Background Information** in Volume 2 for more discussion about existing retail conditions and desired retail development in the City of Anacortes.

~~Policy ED-1.26.~~ Policy ED-1.21. Monitor vehicle parking and expand bicycle parking and electric vehicle charging infrastructure to ensure
~~Provide for~~ adequate, convenient, and safe parking for cars and bicycles in all commercial areas.

~~Policy ED-1.27.~~ Policy ED-1.22. Encourage commercial businesses that provide professional, financial and medical services to residents and visitors.

Goal ED-2. Tourism. Maintain and enhance year round opportunities for sustainable tourism in keeping with the Community's vision.

Policy ED-3.1. Pursue opportunities that recognize Anacortes's unique historic heritage, culture, recreational amenities and natural setting.

Policy ED-3.2. Actively work with business, ~~and~~ tourism, and arts associations as well as other local organizations to establish a brand for Anacortes as a recognizable tourist destination.

Policy ED-3.3. ~~Consider~~ Explore the creation and funding of a City culture and tourism office to manage marketing and tourism promotion.

Policy ED-3.4. Enhance entrances to the City with ~~extensive~~ landscaping and appropriate gateway signage.

Policy ED-3.5. Coordinate marketing and programming of ~~Encourage~~ activities and facilities that attract visitors throughout the year and increase the length of potential visitor experience.

Policy ED-3.6. Encourage activities and facilities that serve residents as well as tourists.

Policy ED-3.7. Encourage development of expanded lodging options allowed by city regulations to support overnight stays by tourists and other visitors through land use and marketing.

Policy ED-3.8. Attract users of Washington State Ferries and other nearby destinations to spend time in Anacortes and patronize local businesses.

Policy ED-3.9. Encourage development of a civic community gathering place and a destination events/concert/meeting/music venue or conference center with hotel in the downtown/waterfront area.

Expand the amount and variety of attractions available to visitors, such as a fishing pier, sawmill museum, ~~and/or~~ a key focal ~~tourist~~ other attractions that builds on Anacortes's unique history and identity.

Policy ED-3.10. Promote Downtown Anacortes, including the Central Business District and Cap Sante Marina, the central Fidalgo Bay waterfront and south Commercial Avenue, as visitor destinations.

~~**Policy ED-3.11.** Coordinate marketing and programming of visitor activities to increase the length of potential visitor experience.~~



~~Policy ED-3.12.~~ Policy ED-3.11. Coordinate marketing with other nearby attractions such as Deception Pass, Whidbey Island, and San Juan Islands.

Policy ED-3.12. Improve vehicular and pedestrian connections between downtown and both the waterfront and ~~downtown and~~ the State Ferry Terminal, including potential development of a shuttle service to enhance accessibility to businesses and services, and help the City reduce GHG emissions.

Continue to encourage the state to ~~re-establish~~ restore international ferry service from Anacortes to Sidney, British Columbia.

Goal ED-4. Manufacturing and Industrial. Strengthen the marine trades economy and encourage other manufacturing and industrial opportunities.

Policy ED-4.1. Leverage marine traditions while protecting the natural environment and balancing public use of shoreline areas.

Policy ED-4.2. Encourage location and retention of manufacturing, industrial, marine trade, high-tech and sustainable industry jobs that pay wages commensurate with the cost of living in Anacortes.

Policy ED-4.3. Support special purpose facilities, such as a heavy boat lift, and the deep water port to enhance the competitive advantage for marine trades and marine industrial uses.

Policy ED-4.4. Provide for adequate sites for supportive uses near marine dependent uses.

Policy ED-4.5. Provide for adequate sites for large scale manufacturing operations, including sites near navigation channels and truck routes.

Policy ED-4.6. Provide for maker spaces, incubator facilities and live/work options for smaller or startup enterprises.

Policy ED-4.7. Coordinate with Skagit County to Anticipate and plan for potential future desired uses at the March Point refineries as product types, manufacturing processes, economic competitiveness, and transportation methods change.

~~**Policy ED-4.8.** Other Growth Economic Sectors. Attract businesses in other sectors that offer growth opportunities and provide high wage jobs.~~

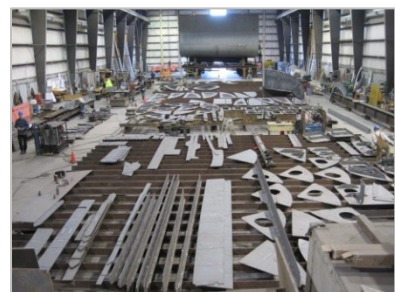
~~**Policy ED-4.9.** Identify and encourage development of industry clusters that that can share technologies, facilities and labor resources.~~

~~**Policy ED-4.10.** Attract knowledge-based enterprises offering alternative technologies and services, including green industries such as environmental services and energy technologies.~~

~~**Policy ED-4.11.** Encourage expansion of higher education opportunities locally through existing programs such as the Marine~~



A "maker space" is a space that combines manufacturing equipment, community and education for the purposes of enabling community members to design, prototype and create manufactured works that wouldn't be possible to create with the resources available to individuals working alone.



~~Technology Center and Shannon Point Marine Center, as well as attracting new educational facilities.~~

~~Support expansion of local medical care facilities as sources of jobs and income, as well as support services to the community.~~

Goal ED-5. Provide Education and Training. Collaborate with educational institutions to meet employer and workforce needs.

~~**Policy ED-5.1.** Encourage opportunities to train the workforce to develop skills for new technologies and family-wage jobs.~~

Policy ED-5.1. Collaborate with educational facilities (NW Center of Excellence for Marine Manufacturing and Technology, Shannon Point Marine Center, Rosario Beach Marine Laboratory, Skagit Valley College, etc.) and other public and private institutions to provide education and training for a broad range of careers, ~~and~~ interests, technologies, and to provide family-wage jobs.

- Promote awareness, education, and training for green job opportunities, particularly for lower-income, underemployed, and/or frontline communities.

Policy ED-5.2. Encourage educational opportunities in entrepreneurship, innovation and mentoring.

Policy ED-5.3. Encourage expansion of existing educational institutions, including culinary and hospitality programs at Skagit Valley College.



Goal ED-6. Enhance regulatory predictability. Streamline regulations and permitting.

Policy ED-6.1. Provide an efficient, clear and economical permitting process as a means of enhancing the City's goal for quality customer service.

Policy ED-6.2. ~~Maintain~~**Craft** land use and development regulations that offer a balance of predictability and flexibility.

Policy ED-6.3. Monitor local economic conditions and update economic development policies at least every five years.

Policy ED-6.4. Encourage the redevelopment of key and/or underused buildings and parcels through incentives and public/private partnerships.

Policy ED-6.5. Provide incentives for land uses that enhance the city's vitality through a variety of regulatory and financial strategies.

Policy ED-6.6. Support public/private partnerships to facilitate or fund infrastructure improvements that will result in increased economic opportunity.

*For example, **incentives** may include regulatory assistance to expedite approvals, density bonuses, fee deferral or reduction, tax incentives, and others.*

Goal ED-7. Ongoing commitment. Continue to collaborate with public and private partners to pursue local and regional economic development.

Policy ED-7.1. Actively work with other jurisdictions, educational institutions, environmental groups, agencies, economic development organizations, and local business associations to stimulate business retention, and implement interlocal and regional strategies.

Policy ED-7.2. Improve marketing of the City's economic assets by:

- Inventorying and describing areas available for new and redevelopment activity.
- Engaging in cooperative activities with the Port of Anacortes, Chamber of Commerce, local businesses, state and county entities, tourist development agencies, Navy, private developers and realtors.
- Considering establishment of a Community and Business Development office or role to support and facilitate location of new business in Anacortes consistent with the Community's vision.
- [Raising awareness of local business efforts to reduce emissions and increase resilience.](#)
- [Promoting how the use of local businesses can help Anacortes meet GHG emission reduction goals.](#)

Policy ED-7.3. Develop meaningful, measurable goals and strategies that promote community-desired economic development and monitor progress toward meeting those goals.



Please see the City of Anacortes Tourism Promotion Strategic Plan for more information.

Environment & Conservation

Introduction

Anacortes is blessed with an abundance of natural beauty. Residents identify marine shorelines, streams, lakes, forested areas, and other natural features as defining features of the City. Preservation of these natural features is identified by the community as an important priority. This policy is expressed through the goals and policies that support environmental stewardship, protection of critical areas, and preservation of surface and groundwater quality.

The Environment & Conservation Element addresses numerous sustainability and healthy community goals and policies, including air quality, water quality, tree cover, and sustainable development practices.

The Environment and Conservation Element Background Information (Volume 2) contains the background data and analysis for this element.



Designated critical areas include frequently flooded areas, aquifer recharge areas, geologically hazardous areas, wetland protection areas and fish and wildlife habitat conservation areas.

Goals & Policies

Goal EC-1. Environmental protection. Serve as a leader in environmental stewardship of the natural environment for current and future generations.

Policy EC-1.1. Recognize the inter-relationship of natural systems, people and the economy and promote integrated and interdisciplinary approaches for environmental planning and assessment.

Policy EC-1.2. Work cooperatively with local, state, regional, ~~and~~ federal, and tribal governments and community organizations to protect and enhance the environment.



Policy EC-1.3. Promote and lead public education and involvement programs to raise public awareness about and involvement in environmental issues, advocate respect for the environment and demonstrate how individual actions and the cumulative effect of a community's actions can have significant effects on the environment.

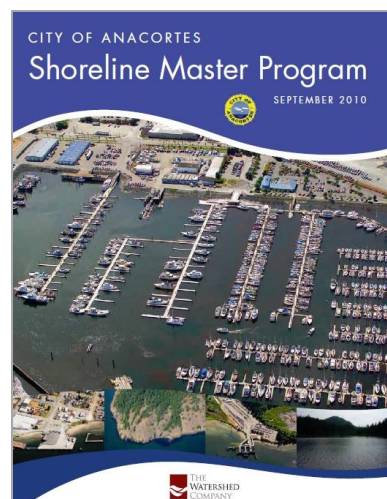
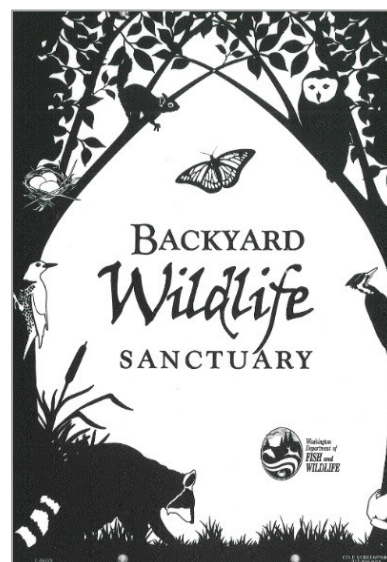
- A. Establish and promote an ongoing volunteer program in and out of our schools aimed at educating residents and visitors with speakers, programs and written information. This program should ~~all~~ promote stewardship of Fidalgo Island and its surrounding waters.
- B. Maintain regulations and ~~Develop and implement a~~ programs aimed specifically at reduction of litter and other nuisances.
- C. Support and encourage city and citizen involvement in local and national organizations and programs such as Tree City USA, Washington Department of Fish & Wildlife's Habitat at Home ~~Backyard Wildlife Sanctuary~~ Program, forest education programs, tree preservation, and shoreline stewardship programs.
- D. Promote public outreach activities aimed at encouraging water conservation and water recycling.
- E. Enhance public access to ~~Maintain a continually updated list of~~ City, County and State planning, environmental and development documents, including critical area mapping and regulations. ~~s at City Hall and the Anacortes Public Library for public review.~~
- F. Publish and make available information about programs to help private property owners maintain property in its historic or undeveloped state, such as tax benefits, the Nature Conservancy, Skagit Land Trust, City Historic Preservation Board sellback and leaseback, property donation, property exchange, cluster development, and transferrable development rights.

~~Policy EC-1.4.~~ G. Implement the educational provisions of the Critical Areas Ordinance.

- G. Actively work with local, regional, and state agencies and private entities, to acquire and preserve larger tracts of key open space lands in the region, including through such programs as transfer of development rights (TDR).

~~Policy EC-1.5.~~ Policy EC-1.4. Identify and inventory areas of aesthetic, educational, historical, cultural, ecosystem service, and/or biological significance, encourage their preservation, and regulate development which could cause significant deterioration of these qualities.

~~Policy EC-1.6.~~ Policy EC-1.5. Continue to pProvide recreational access opportunities for residents to have access to undeveloped natural areas, when feasible, via parks, trails, and access points. Consider



impacts on public access when developing climate adaptation plans and implementing strategies ~~where appropriate.~~

~~Policy EC-1.7.~~ Policy EC-1.6. Work cooperatively with Skagit County in development of land use plans and review of development proposals to identify and protect habitat networks and critical areas on an interjurisdictional basis

~~Policy EC-1.8.~~ Policy EC-1.7. Use the best available science, and consider future climate impacts, to preserve or enhance the function and values of critical areas through regulations, programs and incentives.

~~Policy EC-1.9.~~ Policy EC-1.8. Work with appropriate agencies and property owners to identify and facilitate the clean-up of contaminated sites.

Goal EC-2. Shoreline Resources ~~Marine waters and shorelines.~~ **Preserve, protect, enhance and restore shoreline natural resources.**

Policy EC-2.1. Ensure that shoreline uses and modifications adhere to the goals, ~~and~~ policies, and regulations outlined in the City of Anacortes Shoreline Master Program (ASMP), including achievement of no net loss of shoreline ecological functions.

Policy EC-2.2. Assess the sea level rise vulnerability of wetlands, aquatic vegetation, beaches and dunes, and other valuable natural assets and collaborate with landowners and partners to support adaptation.

~~Policy EC-2.2.~~ Policy EC-2.3. Encourage projects that restore, rehabilitate, and enhance shoreline resources.

~~Policy EC-2.3.~~ Policy EC-2.4. Identify unique and sensitive shoreline areas and actively work with partner agencies and private property owners to enhance, restore and achieve permanent protection.

~~Policy EC-2.4.~~ Policy EC-2.5. Develop a recreational and wildlife corridor along the Guemes Channel with links to other natural areas including Anacortes Community Forestlands (ACFL), Ship Harbor, and Washington Park.

~~Policy EC-2.5.~~ Policy EC-2.6. Work to preserve and restore forage fish spawning areas as shown in the Fidalgo Bay Sub-Area Plan and its restoration element.

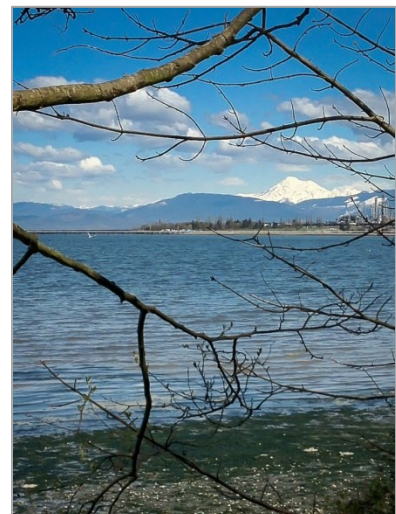
~~Policy EC-2.6.~~ Policy EC-2.7. Soft armoring of shorelines is generally preferred over riprap or hard armoring.

Natural hazards. Reduce exposure to the impacts of flooding, erosion, landslides, tsunamis and earthquakes.

~~Policy EC-2.7.~~ Policy EC-2.8. Protect, and where feasible, enhance or restore existing shoreline and other flood-prone areas.

~~Policy EC-2.8.~~ Policy EC-2.9. When development occurs within the 100-year floodplain, seek to minimize risk to people, property and

*The Anacortes **Shoreline Master Program** is a part of the Comprehensive Plan and is available online at www.cityofanacortes.org/codes_and_plans2.php.*



the environment. Consider climate change, including sea-level rise, extreme precipitation, increased winter streamflow, and other impacts, in frequently flooded areas management planning.

Policy EC-2.10. Identify areas vulnerable to groundwater flooding and review and update regulations to reduce impacts.

~~Policy EC-2.9.~~ Policy EC-2.11. Promote soil stability through retention of existing vegetation.

~~Policy EC-2.10.~~ Policy EC-2.12. Manage development in erosion hazard areas to minimize erosion.

~~Policy EC-2.11.~~ Policy EC-2.13. Avoid potential impacts to life and property by strictly limiting land disturbance and development in landslide prone areas.

~~Policy EC-2.12.~~ Policy EC-2.14. Support and promote seismic hazard preparedness efforts.

~~Policy EC-2.13.~~ ~~Integrate regulatory standards such as buffers and setbacks with hazard avoidance measures.~~

~~Policy EC-2.14.~~ Policy EC-2.15. Coordinate hazard vulnerability assessments with programs for purchase or preservation of open space.

~~Policy EC-2.15.~~ Policy EC-2.16. Update hazard mitigation and disaster plans a minimum of every five years as a joint effort with Skagit County in coordination with local agencies and integrate findings from climate vulnerability and risk assessment.

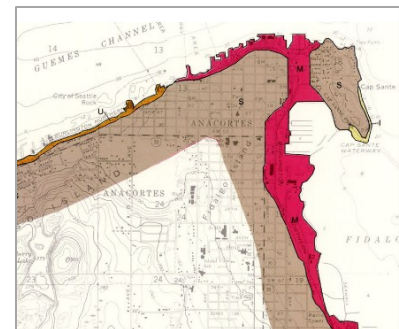
~~Policy EC-2.16.~~ Policy EC-2.17. Coordinate related activities of City departments with the County, State, and Federal agencies.

~~Policy EC-2.17.~~ ~~Continue to compile and revise mapping of vulnerable areas by using City, County, State, and Federal databases. As additional surveying and other data collection is produced for infrastructure improvements, integrate this information into the mapping system. Update mapped hazard designations based on “real world” information as it becomes available.~~

~~Policy EC-2.18.~~ ~~Revise the Zoning, Subdivision, Critical areas~~ Maintain and update development regulations ~~and the regulations portion of the Shoreline Master Program~~ to incorporate hazard avoidance provisions ~~and assure consistency of definitions and mapping including:~~

- Review required buffers and setbacks for steep slopes and shorelines vulnerable to erosion, and establish new minimums, if necessary, so improvements are not required to protect structures during their expected life.

~~Policy EC-2.18.~~ Policy EC-2.19. Continue to update and maintain the City’s GIS mapping and database inventory ~~with~~ of city infrastructure, critical areas, hazards, and other data as new information becomes available.



WA Department of Ecology Coastal
Zone Atlas – Slope Stability Map

~~Policy EC-2.19.~~ **Policy EC-2.20.** Support public outreach programs to encourage public awareness of potential natural hazards and emergency procedures that are in place, including places of refuge and emergency contact information. Educate people in disaster survival strategies.

Goal EC-3. Water quality. Protect and enhance water quality.

Policy EC-3.1. Work with neighboring jurisdictions, citizens and other partners to maintain and restore natural hydrological functions on a drainage basin level through providing education on and incorporating requirements that encourage Low Impact Development Techniques to facilitate mimicking the natural site drainage.

Policy EC-3.2. Promote the sustainable use of water resources, including conservation efforts.

Policy EC-3.3. Reduce pollution of surface and groundwater resources through regulations, programs and public education.

Policy EC-3.4. Conduct regular inspections and maintenance of City sewer and stormwater infrastructure according to public works policies to minimize negative impacts to surface and groundwater.

Policy EC-3.5. Require new and redevelopment to utilize stormwater best management practices, such as Low Impact Development and other natural drainage techniques.

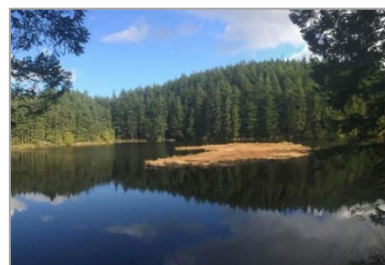
Policy EC-3.6. Strive to minimize impervious surfaces in the City.

Policy EC-3.7. Require the proper use and maintenance of existing on-site septic systems and require connection to sanitary sewer system whenever possible.

Policy EC-3.8. Protect and preserve areas that are critical for aquifer recharge, such as wetlands, streams and water bodies.

Policy EC-3.9. Strive for “no net loss” of wetland acreage, function and value within each drainage basin over the long term.

Low Impact Development (LID) is a stormwater and land use strategy that strives to mimic pre-disturbance hydrologic processes. LID measures emphasize conservation, use of on-site natural features, site planning and integration of stormwater management practices into project design.

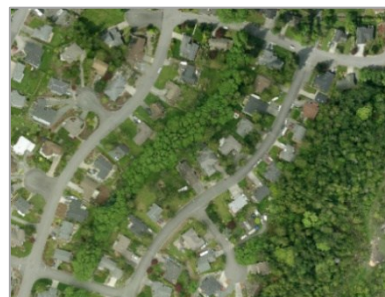


Goal EC-4. Fish & Wildlife. Protect and enhance fish and wildlife habitat.

Policy EC-4.1. Identify, plan for and preserve habitat areas, including wildlife corridors and areas with healthy native ecosystems, through development regulations and as part of the Parks and Recreation and ACFL Comprehensive Plans and the Open Space Connectivity Map. [Protect these natural assets in perpetuity to enhance ecological connectivity, support biodiversity, and contribute to community resilience against climate change.](#)

Policy EC-4.2. Participate in regional species protection efforts, including salmon habitat protection and restoration.

Policy EC-4.3. Encourage the removal of invasive species and the replanting of natural vegetation.



Policy EC-4.4. With the exception of habitat improvements, stream alterations should only occur when absolutely necessary and should minimize adverse impacts to aquatic life.

Policy EC-4.5. Encourage residents and businesses to install and maintain landscaping that includes native plants and provides year-round habitat for birds and other wildlife.

Policy EC-4.6. Encourage the use of buffers between new development and the Anacortes Community Forestlands that reflect the nature of the existing vegetation, sensitivity of the habitat, and the type and intensity of human activity proposed to be conducted nearby.

Goal EC-5. Surface water. Maintain or improve the functional integrity of watercourses, wetlands, bodies of water and their shores.

Policy EC-5.1. Streams and wetlands should be examined in a basin-wide approach before adjustments to the system are considered.

Policy EC-5.2. Streams and wetlands should be maintained in their existing natural condition, or restored where appropriate.

Policy EC-5.3. Significant fills and excavations, which by their nature affect both surface and groundwater dynamics and habitat, shall be allowed only by permit process.

Policy EC-5.4. Inventory all significant drainage patterns and make this information available to City planners and residents.

Policy EC-5.5. Place appropriate restrictions on land surface modifications that would cause unnecessary landscape scarring, hydrology modifications, erosion, or undermining of support of nearby land, including, but not limited to, dredging, filling, clearing, paving, and grading.

~~**Policy EC-5.5.**~~ **Policy EC-5.6.** Identify, protect and restore watershed-scale processes to maximize the ecological benefits and climate resilience of riparian ecosystems.

Goal EC-6. Trees. Recognize the importance of mature trees as an integral part of the ecology and heritage of the city.

Policy EC-6.1. Retention and protection of mature trees should be an essential consideration in project development and building plans.

Develop regulations ~~which~~that encourage tree retention and provide regulatory penalties for unauthorized tree removal.

Policy EC-6.2. Consider development of a permitting process to consider requests for removal of trees.

Policy EC-6.3. Educate people in the value of planting and retaining trees.

Policy EC-6.4. Maintain and enhance a street tree maintenance program on arterial streets and City-owned trees.



Policy EC-6.5. Where on-site tree retention or planting is not feasible, consider allowing off-site options for planting and restoration in order to meet tree retention requirements and achieve tree canopy coverage.

~~Goal EC-7. Sustainability. Increase the sustainability and efficiency of building practices in Anacortes.~~

Policy EC-7.1. ~~**Policy EC-6.6.** Energy conservation shall be a goal in the design or remodeling of commercial, public and residential buildings~~

Policy EC-7.2. ~~Encourage building and site designs that consider solar access of adjacent properties and that best offer opportunities for maximum use of southern exposures and the use of natural climate conditions.~~

Policy EC-7.3. ~~Promote the use of environmentally friendly construction practices, such as those specified under certification systems such as Leadership in Energy and Environmental Design (LEED).~~

Policy EC-7.4. ~~Develop incentives for construction or remodeling of structures to utilize state of the art energy conservation techniques (including, but not limited to, insulation, passive energy design, co-generation).~~

Policy EC-7.5. ~~Encourage projects that utilize green energy strategies and innovative approaches to conserving resources by providing incentives such as flexibility in meeting regulatory requirements.~~

Policy EC-7.6. ~~**Policy EC-6.7.** Promote sustainable building and site management and maintenance practices.~~

Policy EC-7.7. ~~Encourage conversion of existing low-efficiency building stock to cost-effective and environmentally sensitive alternative technologies and energy sources.~~

Policy EC-7.8. ~~Encourage the creation of an energy conservation microloan program in partnership with other agencies.~~

Policy EC-7.9. ~~Work with Puget Sound Energy to encourage conservation in street lighting and other public and private uses and support programs that encourage renewable energy production.~~

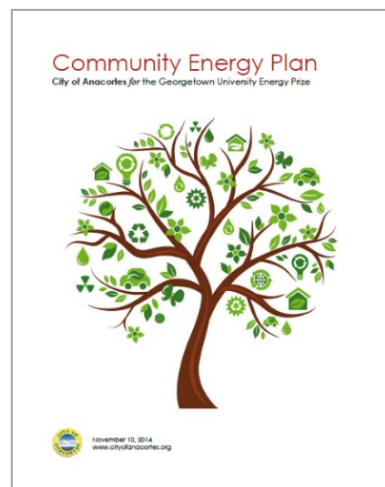
Policy EC-7.10. ~~Become a leader in innovative energy efficiency and reduction strategies through support and implementation of programs such as the City of Anacortes Community Energy Plan.~~

Policy EC-7.11. ~~Where consistent with the desired character and intensity of the zone, encourage renovation and adaptive re-use of existing buildings as a strategy to reduce waste and the need to expend energy in producing new materials.~~

Policy EC-7.12. ~~Consider developing a sustainable energy task force to develop a strategic plan to assist in meeting City energy reduction goals.~~

~~Goal EC-8.~~ Goal EC-7. Air quality. Maintain good air quality.

Leadership in Energy and Environmental Design (LEED) is a set of rating systems for the design, construction, operation, and maintenance of green buildings, homes, and neighborhoods.



~~Policy EC 8.1.~~ Policy EC-7.1. Promote compliance with federal and state air pollution control laws and improvements to regional air quality in cooperation with the Northwest Clean Air Agency.

~~Policy EC 8.2.~~ Policy EC-7.2. Maintain high air quality through land use and transportation planning and management.

~~Policy EC 8.3.~~ Policy EC-7.3. Reduce the amount of airborne particulates through a street sweeping program, dust abatement on construction sites, covered loads of hauled materials, and other methods to reduce dust sources.

~~Goal EC-9.~~ Goal EC-8. Noise. Limit noise pollution.

~~Policy EC 9.1.~~ Policy EC-8.1. Maintain noise regulations to limit noise to levels that protect the public health and that allow residential, commercial, industrial and manufacturing areas to be used for their intended purposes.

~~Policy EC 9.2.~~ Policy EC-8.2. Adopt provisions to help ensure that mixed-use developments are designed and operated to minimize noise impacts. Measures may include provisions controlling uses, design and construction measures, and timing requirements.

~~Policy EC 9.3.~~ Policy EC-8.3. Require buffering or other noise reduction and mitigation measures to reduce noise impacts from Commercial and Industrial zones on residential areas.

~~Goal EC-10.~~ Goal EC-9. Light Pollution. Reduce light pollution.

~~Policy EC 10.1.~~ Policy EC-9.1. Minimize and manage ambient light levels to protect the integrity of ecological systems and public health without compromising public safety and cultural expression.

~~Policy EC 10.2.~~ Policy EC-9.2. Design and construct night lighting to minimize glare and to avoid light spillover onto nearby properties.

~~Policy EC 10.3.~~ Policy EC-9.3. Minimize overhead lighting that would shine on the water surface of the City's shorelines or streams. Encourage the use of pedestrian level or shaded lighting when providing lighting along the Tommy Thompson and Guemes Channel Trail.

~~Policy EC 10.4.~~ Policy EC-9.4. Establish design standards and other regulations, where appropriate, that employ "dark skies" approaches.

Dark Skies standards seek to reduce light pollution by addressing urban sky glow, glare, light trespass, and light clutter. Excessive artificial light can disrupt the ecosystem, impact human health, and waste resources.

~~Goal EC-11.~~ Goal EC-10. Food security. Promote a resilient local food system.

~~Policy EC 11.1.~~ Policy EC-10.1. Support efforts to identify food vulnerabilities and formulate strategies to increase food resilience.

~~Policy EC 11.2.~~ Policy EC-10.2. Support community workshops, educational programs and local farmers markets that encourage local food production.



~~Policy EC-11.3.~~ Policy EC-10.3. Promote increased access to locally-grown foods by providing space for community gardens, encouraging growing food in backyard gardens, and encouraging the location of fresh food markets and community food gardens in close proximity to multifamily uses and transit facilities.

~~Policy EC-11.4.~~ Policy EC-10.4. Support a local food system that includes a diversity of food sources, encourages consumption of local, healthy foods with a low carbon footprint, minimizes adverse impacts to eco-systems, and minimized food waste.

~~Policy EC-11.5.~~ Policy EC-10.5. Support development of infrastructure for processing and storing food.

~~Goal EC-12. Climate Change. Anacortes should be a regional leader in mitigating and adapting to climate change.~~

~~Policy EC-12.1.~~ Support local community and multi-jurisdictional efforts to raise awareness, address the impacts of, and develop solutions to the challenges of climate change.

~~Policy EC-12.2.~~ Consider a multi-pronged approach to climate change adaptation and mitigation, including support for energy efficiency (Anacortes Community Energy Plan), promotion of “green energy”, vehicle trip reduction, and environmental protection.

~~Policy EC-12.3.~~ Advocate for administrative practices, land use patterns, transportation systems, and building practices that will reduce greenhouse gas emissions.

~~Policy EC-12.4.~~ Initiate efforts to identify potential local climate change impacts on built, natural and human systems and conduct a vulnerability assessment.

~~Policy EC-12.5.~~ Recognize that the information surrounding climate change is constantly evolving and track the best available science to use for planning purposes.

~~Policy EC-12.6.~~ Consider climate change impacts, including sea level rise, when conducting review of proposed land use and transportation actions and programs.

Climate change impacts may include declining snowpack negatively affecting regional water supplies, higher temperatures increasing risks to forestry from wildfires and insect pests, negative impacts on coastal areas resulting from sea-level rise and decreasing habitat for cold-water fish, such as salmon.

Parks, Recreation & Open Space

Introduction

The Parks, Recreation and Open Space Element guides expansion of Anacortes's park system over the coming years. It reflects the community's vision for the park system and Anacortes Community Forestlands and supports opportunities for healthy and active living. It also supports other plan elements, such as the Environment & Conservation Element (through discussion of conservation of natural areas) and the Land Use and Transportation Elements (through discussion of paths and trails.)

The element draws its goals and Policies from the City of Anacortes's Parks & Recreation Department Comprehensive Plan and the Anacortes Community Forestlands Comprehensive Plans. The Plans were adopted in 2009 and meet the requirements of the Washington State Recreation and Conservation Office. The plans offer a comprehensive look at the park and forestlands system, including existing facilities, community interests, demand and need for services, funding implications for improvements and ongoing maintenance. They provide a solid basis of information for prioritization and decision-making on parks and recreation facilities and services. The Plans are being updated to incorporate updated growth targets and other emerging issues. The information will be incorporated into this element, as needed, once the updates are complete.



Goals & Policies

Goal PR-1. Parks & Recreational Facilities. Provide a range of high quality, safe, and easily accessible park and recreational areas, facilities and opportunities that will serve a wide range of age groups, recreational interests and ability levels.



Policy PR-1.1. Provide park areas and facilities that are convenient to and accessible for all the residents of Anacortes.

A. Identify areas where there are gaps in access and target areas of highest need when prioritizing parks projects. Special emphasis should be placed on underserved locations and communities.

~~A.B.~~ Prioritize development of safe walking and biking routes to public parks, green spaces, and recreational facilities to improve access.

~~Policy PR-1.1.~~ Policy PR-1.2. Provide programs for as many people of diverse abilities, ages, and genders as our resources allow.

~~Policy PR-1.2.~~ Policy PR-1.3. ~~P~~Design spaces ~~provide facilities~~ and activities that are welcoming to people of all ages and abilities ~~accessible per ADA standards and are sensitive to issues of universal accessibility in spirit.~~ Increase awareness of accessible features via signage, publicity, and other means.

~~Policy PR-1.3.~~ Policy PR-1.4. Provide a balance of ~~both active and passive~~ recreation opportunities that encourage active lifestyles, facilitate lifelong participation and generate a respect for the natural environment.

Policy PR-1.5. Develop a comprehensive multi-purpose trail system to serve recreational and non-motorized transportation functions for a variety of users, including ~~handicapped~~-accessible routes where feasible.

Policy PR-1.6. Provide quality civic spaces and public places for community use and benefit with recreational opportunities that encourage social interaction, such as sidewalks with pedestrian amenities, public plazas, performance space, and pocket parks.

A. Engage community members and partners from the public, private, and nonprofit sectors in collectively reimagining and reinventing public spaces.

B. Continue programs to incorporate art into public and private places and buildings.

C. Design spaces to incorporate elements that reflect Anacortes's shared identity, local heritage, and sense of place.

~~A.D.~~ Encourage and support other public, non-profit, and private entities in providing public spaces serving the community.

~~Improve the arterial and neighborhood street system in the City to make provision for bicycle and pedestrian connections.~~

~~Policy PR-1.4.~~ Policy PR-1.7. Continue to support arts and culture as an important component of community identity and the local economy.

~~Policy PR-1.5.~~ Support and encourage the Anacortes Community Forest Lands Management Plan's provisions for the maintenance of a trail system for recreational users.

Policy PR-1.8. Budget for and conduct a comprehensive review and update of the Parks & Recreation element to guide programming.

Americans with Disabilities Act (ADA) is a civil rights law that prohibits discrimination against individuals with disabilities.



services, and investments needed to best serve the community. The review and update should consider (but not be limited to): ~~Develop a long range master plan for the provision of recreational programs and services.~~

- A. National, regional, and local programming trends.
- B. Equitable access to parks and programming for the entire community.
- C. Evolving community needs and expectations.
- D. Staff and budget resources needed to comply with cultural resources, critical areas, stormwater, shorelines and other regulations impacting development and maintenance activities.
- E. Impacts resulting from or exacerbated by climate change on park and recreation facilities and operations.
- F. The expanding role of the Parks and Recreation Department in providing services to the community.
- ~~A.G.~~ Adequate and sustainable funding sources/options to support expected levels of service.

~~Policy PR-1.6. Include neighborhood pocket parks when appropriate to allow for community connections.~~

~~Policy PR-1.7.~~ Policy PR-1.9. In cooperation with community partners (e.g. ~~Anacortes School District, the Boys & Girls Club, etc.~~) explore feasibility, including funding options, for potential development of a community center as a place where people can gather and recreate.

Goal PR-2. Shoreline Access. Increase the opportunities for public access to and enjoyment of the shorelines of Anacortes, including both physical and visual access.

Policy PR-2.1. Place a high priority on completing the multi-use trail along Guemes Channel from the Depot Arts Center to Washington Park with links to other natural areas including the ACFL and Ship Harbor Interpretive Preserve.

Policy PR-2.2. Pursue public-private and other agency partnerships in developing conveniently-spaced public access points to the Guemes Channel trail that include parking and other facilities that are designed to be compatible with their surroundings.

Policy PR-2.3. Work with the Port of Anacortes to develop and interconnect Cap Sante Marina and surrounding areas including:

- A. Continuing to support transient moorage facilities.
- B. Developing a public fishing pier.
- C. Enhancing landscaping, roadways, signage and pedestrian walkways.
- D. Developing a small boating facility and associated parking.



Policy PR-2.4. ~~Support~~Develop a public trailered boat launch adjacent to the downtown area for small boats and hand powered crafts.

Policy PR-2.5. Evaluate public ~~City-owned~~ rights-of-way ~~and/or~~ street ends that afford access to, or views of, marine shorelines ~~should be evaluated~~ for suitability as street end parks and/or wildlife corridors. ~~and a~~Developed a plan for improving them as such when feasible, and consistent with the Shoreline Master Program.~~as such if appropriate.~~

Policy PR-2.6. Coordinate with City-wide planning related to sea level rise vulnerability to identify parks and open space vulnerabilities, and identify ways to increase resilience.

Goal PR-3. Efficient Parks Program Management.
Provide parks, open space, recreation facilities, and a comprehensive recreation services program to the citizens of Anacortes in a well-run, economical and cost-effective manner.

Policy PR-3.1. Develop safe, high quality facilities that serve multiple purposes and functions whenever appropriate.

Policy PR-3.2. Avoid duplication of recreational programming with non-profit or for-profit organizations ~~departmental organizations~~ unless the demand for additional programs exceeds the supply.

Policy PR-3.3. Manage recreation on an economically sound basis, evaluating the need for fees on a case-by-case basis.

Policy PR-3.4. Provide leadership for all park and recreation activities in Anacortes by assisting other agencies, groups and individuals in their efforts to improve their quality of life. Act as a catalyst to help special interest groups organize and run their own programs, especially when for the benefit of local residents.

Policy PR-3.5. Foster and promote stewardship of the Anacortes Park and open space system.

~~Policy PR 3.6.~~ ~~Place planning emphasis on the development of a linked system of parks and open spaces.~~

~~Policy PR 3.7.~~ Policy PR-3.6. Broaden the public understanding of parks to include sidewalks, boulevards, street ends and open space on other public properties.

~~Policy PR 3.8.~~ Policy PR-3.7. When developing acquisition plans for new parks consider and provide for maintenance and operations costs.

~~Policy PR 3.9.~~ Policy PR-3.8. Prepare master plans for development or improvement of existing parks based upon ~~real needs~~ community support and department goals.

~~Policy PR 3.10.~~ Policy PR-3.9. Recruit, involve, and utilize volunteers in the planning and delivery of park and recreation programs.

~~Policy PR 3.11.~~ Policy PR-3.10. Develop and implement ~~plans~~ parks and high quality maintenance procedures that enhance the safety, quality, ~~and~~ durability, sustainability, and resilience to climate change of our parks, community forestlands, and all related facilities.

~~Policy PR 3.12.~~ Policy PR-3.11. Maintain adequate funding sources for parks and recreation planning, development, management and maintenance and maintain a plan for capital improvements to guide capital expenditures, utilizing City funding, grants, and fees for programs and a possible levy to secure necessary funding.

Policy PR-3.12. Continue to promote close working relationships with the Anacortes School District, Skagit County, the Port of Anacortes, Samish Indian Nation, citizen groups, volunteers and others who provide recreation programs and services including jointly funded projects where applicable.



Policy PR-3.13. [Consider providing a full-time, fully commissioned Park ranger, employed in the Police Department, dedicated to working in the City's Parks and Forestlands.](#)

Goal PR-4. Community Engagement. Engage the public in decisions about planning, acquisition, development, and management of ~~the parks, forest lands, and~~ recreation facilities, and ~~related~~ programs.

Policy PR-4.1. Maintain community engagement and a public feedback system to increase the community's awareness of and involvement in such issues as changes in recreation interests, park maintenance, city operations and services, etc. through the Parks and Recreation Advisory Commission, [Arts Commission](#), ~~the~~ and Forest Advisory Board.

Policy PR-4.2. Utilize the Parks and Recreation Advisory Commission, [Arts Commission](#), ~~the~~ and Forest Advisory Board's monthly meetings to hear public comments and take feedback on community interests and concerns.

Policy PR-4.3. The Parks and Recreation Advisory Commission will advise the City Council regarding the management of the Ship Harbor Interpretive Preserve. The Commission shall receive input from [the public, community partners, and sovereign Indian Nations while following permit guidelines as necessary under local, state, and federal requirements](#). ~~a subcommittee made up of interested community members who should have representation from environmental educators, the Shannon Point Marine Research Center, Evergreen Islands, Friends of the Forest, Anacortes School District, Samish Nation, Washington State Ferry System and others as appropriate.~~

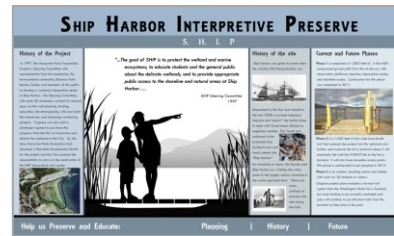
Policy PR-4.4. The ACFL Advisory Board will advise City Council on management of all the lands that formerly comprised Heart Lake State Park, as well as Mt. Erie including the summit; and the area around Little Cranberry Lake dedicated in 1964 by City Council as Little Cranberry Lake Park.

Policy PR-4.5. Use a variety of modalities to communicate with the public including direct mailings, the City of Anacortes website, the government access television channel, e-mail lists, local popular press, [social media](#), local radio station, etc.

~~Goal PR-5. Parks Facilities Maintenance. Develop and implement parks and maintenance procedures that enhance the quality and durability of our park facilities.~~

~~**Policy PR-5.1.** Provide a high level of maintenance for all City facilities appropriate to the needs of the park.~~

~~**Policy PR-5.2.** Develop specific maintenance plans for some areas of the park system that address staffing priorities, equipment needs, etc.~~



~~Goal PR-6.~~ Goal PR-5. Parks-Funding. Ensure adequate funding sources for parks and recreation planning, development, management and maintenance and maintain a plan for capital improvements to guide capital expenditures.

~~Policy PR-6.1.~~ Policy PR-5.1. ~~Prepare, maintain and implement a comprehensive~~ Review and periodically update the Parks, ~~r~~Recreation, and ~~O~~pen ~~s~~Space element to ensure plan that ~~it~~ fulfills the requirements of the Growth Management Act and state and local granting agencies.

~~Policy PR-6.2.~~ Policy PR-5.2. Pursue grant funding as appropriate to acquire and develop parks facilities and recreation programs.

~~Policy PR-6.3.~~ Policy PR-5.3. Establish an operating budget that addresses the public demand, needs and interests. Acknowledge growing population and need for adequate staffing to cover increased demands for parks services, recreation programing and maintenance at other city facilities. ~~as expressed in public opinion surveys.~~

~~Policy PR-6.4.~~ Policy PR-5.4. Develop a fees and charges policy for residents of the City of Anacortes that is based on the ability to pay with costs shared between the City and the user.

~~Policy PR-6.5.~~ Policy PR-5.5. Work with Skagit County to develop a specific approach to meeting the needs of those people living outside the City limits but likely to utilize City park and recreation services.

~~Policy PR-6.6.~~ Policy PR-5.6. Require new ~~residential~~ development to provide impact fee payments to the City.

~~Policy PR-6.7.~~ Policy PR-5.7. Monitor growth and, at least every periodic update cycle, update the forecast of future park facility needs based on adopted levels of service. Update park impact fees to keep current with the rising cost of construction. ~~Adjust park impact fees to keep park facilities current with growth.~~

~~Policy PR-6.8.~~ Policy PR-5.8. Foster partnerships and cooperative efforts with other agencies, jurisdictions, citizen groups and volunteers in planning and identifying funding for parks, recreation and open space opportunities.

~~Policy PR-6.9.~~ ~~Continue to promote close working relationships with the Anacortes School District, Skagit County, the Port of Anacortes and others who provide recreation programs and services including jointly funded projects where applicable.~~

~~Goal PR-7.~~ Goal PR-6. Environmental Stewardship. Design, construct and manage parks facilities and programs with sensitivity to the protection and restoration of environmental resources and natural habitats.

~~Policy PR-7.1.~~ Policy PR-6.1. Design and operate all park projects to comply with the City's Critical Areas, Tree Preservation, Stormwater



and Shoreline Regulations [and align with climate change-related goals for emissions reduction and resilience.](#)

~~Policy PR 7.2.~~ [Policy PR-6.2.](#) .

~~Policy PR 7.3.~~ [Policy PR-6.3.](#) Include greenbelts in new park development or park redevelopment where appropriate; these greenbelts should include pedestrian connections, wildlife corridors and park / forestland buffers wherever practicable and reasonable.

~~Policy PR 7.4.~~ [Policy PR-6.4.](#) Provide recreational opportunities while preserving and enhancing the resource value of each site (natural, cultural, historic, and recreational, etc.).

~~Policy PR 7.5.~~ [Policy PR-6.5.](#) Promote stewardship of native habitat for wildlife and native vegetation where the choice contributes to habitat value in parks or areas of parks with natural lands, especially for sensitive habitats and habitats that are in decline.

~~Policy PR 7.6.~~ [Policy PR-6.6.](#) Maintain or improve the functional integrity of water-courses, wetlands, bodies of water and their shores by keeping them in their existing natural condition where appropriate or restoring them as appropriate.

~~Policy PR 7.7.~~ [Policy PR-6.7.](#) Continue to reduce the use of chemical fertilizers, pesticides and herbicides and to test the use of less toxic alternatives, particularly in areas immediately adjacent to waterways and wetlands.

~~Policy PR 7.8.~~ [Policy PR-6.8.](#) Continue program to remove non-native invasive plant species from parks, the ACFL and city green spaces.

~~Policy PR 7.9.~~ [Policy PR-6.9.](#) Increase recycling collection, purchase recycled products and promote energy conservation in parks facilities.

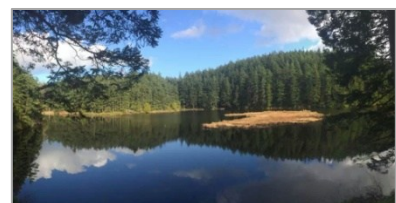
~~Policy PR 7.10.~~ [Policy PR-6.10.](#) Purchase alternative fuel vehicles ~~and requirement~~ when appropriate for parks maintenance needs.

~~Policy PR 7.11.~~ [Policy PR-6.11.](#) Take measures to minimize storm water runoff from park grounds using Low Impact Development (LID) when appropriate.

~~Policy PR 7.12.~~ [Policy PR-6.12.](#) For storm water discharge from Anacortes Parks, provide treatment that effectively reduces or eliminates trash, oil, toxicants and fecal bacteria being discharged to marine water of the Puget Sound when appropriate.

~~Policy PR 7.13.~~ [Policy PR-6.13.](#) Review and implement environmentally sound practices to reduce energy and water use. ~~This could include looking at water consumption, electrical power consumption.~~ [Also consider strategies to reduce](#) paper use, fertilizer use, herbicide use, gas consumption, etc.

[Goal PR-7. Forestlands Management. Manage the Anacortes Community Forestlands \(ACFL\) with the principal goals of maintaining and enhancing habitat, aesthetic, and recreational values.](#)



~~Policy PR-7.14.~~ Policy PR-7.1. Continue to manage all uses and activities within the Anacortes Community Forestlands (ACFL) in accordance with the adopted Anacortes Community Forestlands Plan, recorded conservation easements, and applicable municipal code provisions.

Policy PR-7.2. Maintain the Anacortes Community Forestlands' (ACFL) as critical areas ~~having the~~ designation as a Fish and Wildlife Habitat Conservation Area ~~— Habitat of Local Importance.~~

~~Policy PR-7.15.~~ Policy PR-7.3. Develop a set of standard operating procedures for common maintenance and repair activities within the ACFL, including best management practices to ensure impacts to ecological functions are avoided, minimized, or mitigated when necessary.

~~Policy PR-7.16.~~ Policy PR-7.4. Prioritize acquisition and habitat restoration funding for the ACFL, shoreline areas, and wildlife corridors ~~will remain a high priority.~~

~~Policy PR-7.17.~~ ~~The Anacortes Community Forestlands should be managed to maintain their pristine and/or fragile environmental and to preserve watersheds, wildlife habitats, wetlands, and aesthetic values, while providing for appropriate low impact recreational uses with priority for residents.~~

~~Policy PR-7.18.~~ Policy PR-7.5. Continue to work towards the placement of conservation easements on all lands either currently in or added to the ACFL.

~~Policy PR-7.19.~~ Policy PR-7.6. Continue to support the basic operation of the ACFL with General Fund dollars and augment that with interest from the Forest Endowment Fund.

Policy PR-7.7. Continue to find ways to fund the Forest Endowment fund as opportunities present themselves. ~~Continue to work to find ways to fund the Forest Endowment fund either with the Conservation Easement Program or some other program that can be as successful as the CEP.~~

~~Policy PR-7.20.~~ Policy PR-7.8. Promote the work of citizen science groups for collecting data in the Anacortes Community Forest Lands.



Goal PR-8. Open space connectivity. Maintain, Establish, and in appropriate cases, acquire a network of open space and public access corridors.

~~Policy PR-8.1. — Develop an integrated open space network plan that identifies connection opportunities between historical, cultural, aesthetic, archaeological, biological, natural, recreational and educational sites.~~

Policy PR-8.1. Identify and plan for a linked system of open space corridors within the urban growth area, including lands useful for recreation, wildlife habitat, trails, and connection of critical areas. ~~Maintain and periodically update the “Open Space Connectivity Map” to identify greenbelt and open space areas within the urban growth area and between urban growth areas, generally consistent with the Skagit Countywide UGA Open Space Concept Plan (2009). This includes connections that link the Tommy Thompson Trail, Cap Sante, Washington Park, the downtown, marinas, city trails, schools and other assets; and links between the Community Forestlands and Deception Pass State Park.~~

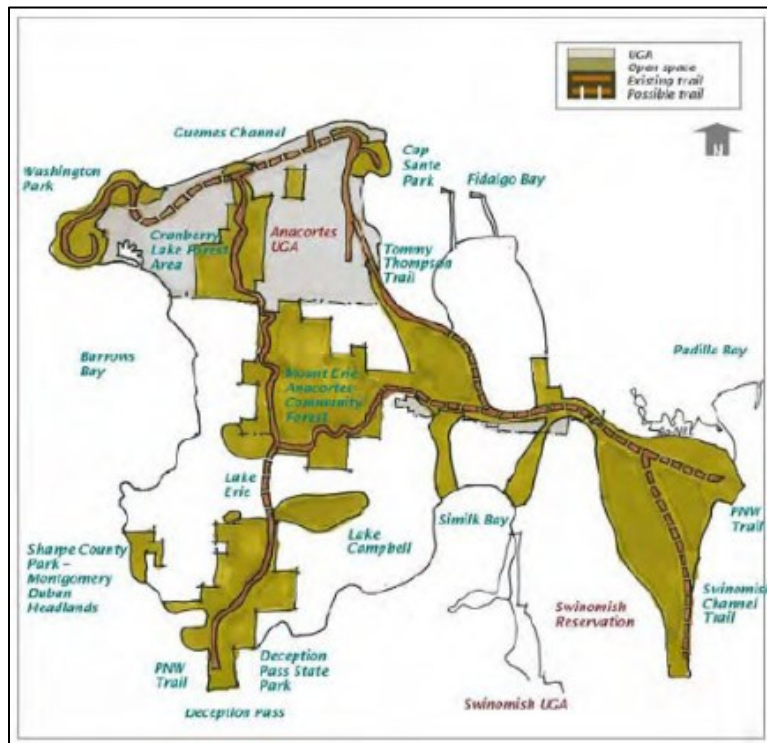
- A. Maintain and periodically update the “Open Space Connectivity Map”. The map should be generally consistent with the Skagit Countywide UGA Open Space Concept Plan (2009), which includes connections that link the Tommy Thompson Trail, Cap Sante, Washington Park, the downtown, marinas, city trails, schools, US Bike Route 10 and other assets; and links between the Community Forestlands and Deception Pass State Park.
- B. Identify potential open space connection opportunities across adjacent parcels when development is proposed.
- C. Identify potential open space connection opportunities between historical, cultural, aesthetic, archaeological, biological, natural, recreational, and educational sites.

Policy PR-8.2. Prioritize Funding the protection of open space required for habitat, wildlife movement, public access, non-motorized recreational corridors, and similar purposes ~~shall continue to be a City priority.~~

Policy PR-8.3. Retain uUnopened or under-developed public rights-of-way ~~shall be evaluated~~ for use as non-motorized public and community access and wildlife corridors ~~prior to granting any vacation or encroachment easement.~~



Policy PR-8.4. Consider methods to preserve areas with open space value adjacent to Anacortes Community Forestlands, including native growth protection easements and building setbacks.



Goal PR-9. Senior Activity Center. The Senior Activity Center's mission is to create a place where seniors thrive. Our vision is to enrich the lives of our participants by creating a vibrant, welcoming and inclusive environment.

Policy PR-9.1. Work with local, regional and national partners to share resources and ideas, understand senior needs, and proactively respond to the emerging needs of older adults in Anacortes.

Policy PR-9.2. Develop, implement and execute programs that align with community needs and available staff and volunteer resources. Most programs will target participants in the 55+ demographic, however, as a City Parks and Recreation facility, we have an increasing desire to serve residents of all ages by facilitating multi-generational activities.

Policy PR-9.3. Actively recruit, train and support Center volunteers who are key to the success of our operational objectives.

~~**Policy PR-8.4.**~~ **Policy PR-9.4.** Maintain effective stewardship of City and private donor resources and contributions for capital and programming needs of the Center.

Policy PR-9.5. Consider impacts from climate change on older adults in Anacortes, and identify ways for the Senior Center to continue to support resilience.

Transportation

Introduction

The Transportation Element is supported by and interconnected with many other elements of the Comprehensive Plan. In particular, the transportation system must be capable of supporting the population and employment growth described in the Land Use Element to ensure that adopted standards, operations, and safety can be maintained over time.

The state's Growth Management Act (GMA) requires the Transportation Element to demonstrate that there is sufficient mobility and capacity for all modes to serve the planned land uses at the multimodal level of service (MMLOS) adopted in the goals and policies. Local transportation elements must include a pedestrian and bicycle component that includes collaborative efforts to identify and designate planned improvements to the active-mode facilities and corridors that enhance community access, promote healthy lifestyles, reduce vehicle miles traveled, and reduce greenhouse gas emissions.

The Transportation Element is also required by the GMA to include a financing plan to show how multimodal transportation improvements considered necessary to maintain MMLOS standards will be funded over time and to provide a reassessment strategy to seek alternative funding or revisit the land use plan should expected funding fall short.

The Transportation Element uses existing and projected land use and travel patterns to address the following:

- Roadway classification
- Active transportation facilities
- Regional transit service and facilities
- Transportation safety
- Future travel forecasts
- Multimodal level of service (MMLOS) standards
- Multimodal transportation system improvements
- Financing strategies and,
- Concurrency management

~~The Transportation Element aims to ensure that the city's transportation system supports land uses envisioned by the~~



~~Comprehensive Plan. Being a smaller town, Anacortes does not have some of the usual transportation problems found in large cities, such as multiple fatalities every year or a large freeway bisecting town but the city does have some challenges nevertheless. Some of these are: limited transit service, a desire for safe, non-threatening, non-motorized travel through town, a state highway running through the City and a vibrant downtown very close to a busy port with its associated truck traffic. In order to address these challenges, the goals and policies in this element are intended to promote more efficient use of existing roads, a shift of traffic to other modes, and a reprioritizing of modes to make the City more accessible for all.~~

~~The Transportation Element is supported by, and inter-connected with, many other elements of the Comprehensive Plan. In particular, the transportation system needs to be designed and sized appropriately to support the same population and employment growth as described in the Land Use Element.~~

~~As required by the Growth Management Act, the Transportation Element must demonstrate that there is enough transportation system capacity to serve the land uses that are planned, and to serve them at the level of service established in the goals and policies. This element also needs to include a financing plan to show how planned transportation improvements will be funded. This Transportation Element satisfies these requirements.~~

The Transportation Element Background Information ([see Volume 2](#)) contains the background data and analysis that provide the foundation for the Transportation Element goals and policies.

Comprehensive Plan

~~The GMA requires consistency between the land use and transportation elements of the Comprehensive Plan. As the transportation element of the City's Comprehensive Plan, this document must be consistent with the policy direction and land use balance of the Comprehensive Plan. The GMA also requires consistency between local transportation policies and plans, countywide transportation planning policies, and regional transportation plans. The GMA requires consistency between the land use and transportation elements of the comprehensive plan. Since this Transportation Plan is the transportation element of the plan, it must be consistent with the balance of that comprehensive plan.~~

~~The GMA also requires regional consistency between the countywide planning policies regarding transportation and this transportation plan.~~

~~This section of the transportation element examines the relationship between the Comprehensive Plan, the Skagit County Countywide Planning Policies and this plan.~~

Countywide Planning Policies

Under the GMA, countywide planning policies are the foundation for determining the regional consistency of planning documents. The Skagit Council of Governments (SCOG) is updating the Regional Transportation Plan (RTP) in 2024-2025. The RTP is a long-range transportation plan that is guided by the planning principles identified in RCW 47.04.270, Washington State policy goals. The Federal planning principles are found in 23 CFR 450.306 and are listed below.~~Under the GMA, countywide planning policies are the foundation for determining the regional consistency of planning documents. The Skagit Council of Governments (SCOG) updated the Skagit 2040 Regional Transportation Plan (S-RTP) in March of 2016. This plan is a long-range transportation plan that is guided by eight planning principles identified in the RCW 47.04.270, Washington State policy goals. The Federal planning principles are found in 23 CFR 450.306. These are as follows:~~



- **Economic Vitality:** To promote and develop transportation systems that stimulate, support, and enhance the movement of people and goods to promote a prosperous economy.
- **Preservation:** To maintain, preserve, and extend the life and utility of prior investments in transportation systems and services.
- **Safety:** To provide for and improve the safety and security of transportation users; and the transportation system.
- **Mobility:** To improve the predictable movement of goods and people throughout the region.
- **Environment:** To enhance regional quality of life through transportation investments that promote energy conservation, enhance healthy communities, and protect the environment.
- **Stewardship:** To continuously improve the quality, effectiveness, and efficiency of the transportation system.

The goals and policies in this Transportation Element are consistent with the Skagit County Countywide Planning Policies, as well as the Regional Transportation Plan.~~The policies proposed in this document are consistent with the Skagit County Countywide Planning Policies.~~

Goals and Policies

Anacortes does not experience some of the common transportation issues found in larger cities, such as high fatality and serious injury crashes or an Interstate freeway bisecting the urban area, but the City does have several transportation challenges, including:

- Significant pass-through visitor traffic on SR 20 Spur using the State ferry route to the San Juan Islands and Sidney BC
- Balancing the needs of freight transport generated by a busy marine port with residential, commercial, and visitor traffic
- Accommodating a safe and connected citywide network of active mode facilities, and
- Supporting a robust regional transit system served by Skagit Transit and others.

To address these challenges, the goals and policies in the Transportation Element are intended to promote safer and more efficient use of existing roads, a shift of some local vehicle trips to active travel modes, and a reprioritizing of travel modes to make the city safer, as well as more equitable and accessible for people of all ages and abilities.

Goal T-1. Prioritize Safety, Operations, Maintenance, and Management~~Operations, Maintenance, Management and Safety. Maintain, preserve, and operate the city's transportation system in a safe and functional state for all travelers.~~**As a high-priority, maintain, preserve, and operate the city's transportation system in a safe and functional state.**

Maintenance and Preservation

Policy T-1.1. Minimize impacts to mobility from maintenance activities and provide continuous safe, efficient, and reliable movement of people, goods, and services.~~Maintain and operate the city's transportation systems working to minimize impacts to mobility from maintenance activities and provide continuous safe, efficient, and reliable movement of people, goods, and services.~~

Policy T-1.2. Protect the investment in the existing transportation system and lower overall life-cycle costs through effective maintenance and preservation programs.

Policy T-1.3. Using Asset Management methodology, prioritize essential maintenance, preservation, and safety improvements of the existing transportation system to protect mobility and avoid more costly replacement projects.



Transportation Systems Management ~~for the System as a Whole~~

Policy T-1.4. Develop a citywide traffic monitoring system to collect AM, PM and daily traffic volume data on a regular basis to determine how transportation investments are performing over time.

Policy T-1.5. Strive to increase the efficiency of the current transportation system to move goods, services, and people to and within the city before adding additional capacity.

~~**Policy T-1.5.**~~ **Policy T-1.6.** Reserve undeveloped city right-of-way for future use and do not vacate city right-of-way unless it is overwhelmingly beneficial to the city.

Policy T-1.7. Work with the Washington State Ferry system to encourage:

- A. Additional transit services, walk-on ridership, and passenger-only ferry service centered in Anacortes.
- B. Replacement, modernization, and continued maintenance of the Washington State Ferry Terminal which is the gateway to the world-famous San Juan Islands.
- C. Restoration of international ferry service from Anacortes to Sidney, B.C., Canada.
- D. Continued use of the reservation system to prevent the ferry lines from backing up onto Oakes Avenue (SR20 Spur).
- E. An Intelligent Transportation System (ITS) improvement (electronic information collection and display for highway users) to reduce impacts of ferry traffic. ~~ferry walk-on and transit service and additional passenger-only service centered in Anacortes.~~

Policy T-1.8. Encourage Skagit County to provide Guemes Island Ferry facilities that:

- Are compatible with the surrounding neighborhood
- Mitigate for daily ferry vehicle traffic impacts; and
- Includes bus service during the annual ferry maintenance shutdown. ~~Encourage the replacement and modernization of the Washington State Ferry Terminal which is the gateway to the world-famous San Juan Islands; continued maintenance of the facility; and continued use of the reservation system to prevent the ferry lines from backing up onto Oakes Avenue.~~

City-WSDOT Coordination of SR 20 and SR 20 Spur through Anacortes

Policy T-1.9. The city will continue to work with WSDOT to:

- A. Provide adequate shoulders, safe bicycle lanes, sidewalks, and street lighting on SR 20 Spur from Commercial Avenue to the Ferry Terminal, consistent with RCW 47.04.035 Complete



Streets Principles and the 2020 WSDOT Active Transportation Plan.

- B. Complete a safety plan for the SR 20 Spur/R Avenue intersection and other high accident locations in Anacortes.
- C. Plan for and develop a more robust and usable frontage road system in the SR 20 corridor using existing roadways.
- D. Provide an alternate route, or routes, for local and emergency traffic between the west end of town (Skyline area) and downtown Anacortes (Island Hospital), such as West 2nd Street.
- E. Improve, and increase the number of pedestrian crossings along the SR 20 and SR 20 Spur corridors.
- F. Coordinate road maintenance issues, maintain a close relationship, and keep lines of communication open to increase the chances of successful collaboration in the future. ~~Consistently work with Washington State Ferries to continue making the international ferry service to Sidney, B.C., and Canada successful.~~
- G. Coordinate with WSDOT on vulnerability of SR-20 to current coastal and king tide flooding and future sea level rise.

~~Policy T 1.6. Reserve undeveloped city right-of-way for future use and do not vacate city right-of-way unless overwhelmingly beneficial to the city.~~

~~Encourage Guemes Island Ferry facilities that are compatible with the surrounding neighborhood and mitigate for ferry traffic impacts; this should include bus service during the Guemes Island Ferry maintenance shutdown.~~

~~Coordination of the State Highways (SR 20 and SR 20 Spur) going through Anacortes~~

~~Policy T 1.7. Work with Washington State Department of Transportation to give a high priority to safety and mobility projects at Sharpe's Corner.~~

~~Policy T 1.8. Plan and budget for a safety plan and project follow through for the SR 20 Spur/R Avenue intersection and other high accident locations in Anacortes.~~

~~Policy T 1.9. Encourage, and partner with Washington State Department of Transportation in the long-term (20-plus years) to pursue reduction of signals by creation of grade-separated intersections along SR 20 at Christiansen Road, Thompson Road, and/or Reservation Road using as a basis the WSDOT Route Development Plan titled "SR 20 to Sharpes Corner to SR 536 Safety Improvement Project" (Nov. 2003).~~

~~Policy T 1.10. Plan for and develop a more robust and usable frontage road system in the SR 20 corridor using existing roadways.~~

~~Policy T 1.11. Consider an Intelligent Transportation System (ITS) improvement (electronic information collection and display for highway users) to reduce impacts of Washington State Ferry traffic.~~



~~Policy T 1.12.~~ Partner with Washington State Department of Transportation to provide adequate shoulders, safe bicycle lanes, sidewalks, and street lighting from Commercial Avenue to the Ferry Terminal.

~~Policy T 1.13.~~ Provide an alternate route, or routes, for local and emergency traffic between the west end of town (Skyline area) and downtown Anacortes (Island Hospital), such as West 2nd Street

~~Policy T 1.14.~~ Work to improve, and increase the number of, pedestrian crossings along the SR 20 and SR 20 Spur corridors; such as the proposed crossing at Christiansen Road and SR 20 intersection as proposed as part of the Sharpe's Corner project

~~Policy T 1.15.~~ Coordinate on road maintenance issues and continue the close relationship with Washington State Department of Transportation to keep lines of communication open and increase the chances of successful collaboration in the future.



Financial

~~Policy T 1.16.~~ Policy T-1.10. Emphasize transportation investments that provide and encourage alternatives to single occupancy vehicle travel and increase travel options, especially to and within commercial and mixed-use areas and along corridors served by transit to reduce infrastructure costs associated with system expansion.

~~Policy T 1.17.~~ Policy T-1.11. Focus on investments that produce significant net benefits to people and businesses and aim to minimize the environmental impacts of transportation.

~~Policy T 1.18.~~ Policy T-1.12. Encourage public and private sector partnerships to identify and implement improvements to personal mobility.

~~Policy T 1.19.~~ Policy T-1.13. In coordination with other agencies and organizations, participate in planning for and funding of the expansion of multi-modal transportation capital facilities.

~~Policy T 1.20.~~ Policy T-1.14. Adjust transportation impact fee (TIF) base rates on an annual basis using the Engineering News-Record Construction Cost Index (ENR CCI) to reflect current inflation, policies, and needs. ~~Update transportation impact fees on an annual basis using the Engineering News-Record Construction Cost Index (ENR CCI) to reflect current inflation, policies, and needs and discuss a method of updating the impact fees on an annual or biannual basis.~~



~~Policy T 1.21.~~ Policy T-1.15. Consider city financing methods that create, sustain and/or expand local transit service. -This service could be ~~city~~ provided by the city, Skagit Transit-~~provided~~, or privately ~~provided~~ entities.

Policy T-1.16. Strive to create and maintain a balance between available revenue and needed capital facilities. -If projected funding is inadequate to finance needed capital facilities adjust the level of service, the planned growth, and/or the sources of revenue. -The City should first consider identifying additional funding, then



adjusting LOS standards, before considering reassessment of land use assumptions.

~~Policy T-1.22.~~ Policy T-1.17. Explore and consider legal options for establishing a fee-in-lieu-of-construction program for sidewalks that would allow the City to complete sidewalk gaps.

Goal T-2. Multimodal Transportation Safety, Options, and Mobility~~Greater Safety, Options and Mobility.~~
Invest in multimodal transportation systems that offer increased safety, options, mobility, and access in support of the city's growth strategy~~Invest in transportation systems that offer greater options, mobility, and access in support of the city's growth strategy.~~

Multimodal Transportation Safety and Priority

Policy T-2.1. Improve the safety of the multimodal transportation system by continually working towards the city, state, 's and federal goal of zero deaths and serious injuries~~Continue to improve the safety of the transportation system to work towards the state's goal of zero deaths and disabling injuries by the year 2030.~~

Policy T-2.2. City planning and budget decisions will be based on the following prioritization for different travel modes, with an emphasis on safety for the most vulnerable roadway users:~~In our concern for safety for all travelers; while making planning and budget decisions the City will utilize the following prioritization for different travel modes:~~

- A. Pedestrian
- B. Bicycle
- C. Motorcycle
- D. Transit
- E. Freight
- F. Carpool
- G. Single Occupant Vehicle

Policy T-2.3. Provide facilities for, and education on, safe and non-threatening travel throughout the city on all modes of transportation using the investment prioritization list in policy T-2.2 and the equity analysis and prioritization in the City Safety Action Plan.

Policy T-2.4. Maintain~~Keep~~ an emphasis on the enforcement of traffic safety laws for all roadway users~~motorized and non-motorized safety laws.~~

Policy T-2.5. Consider roundabouts and traffic calming devices to reduce excessive speeding and other unsafe driving choices.

Policy T-2.6. ~~Fund and promote~~Consider a citywide travel awareness campaign so drivers expect to see people walking, biking, and rolling along and across the roadway~~Utilize a non-motorized travel~~



awareness campaign so drivers expect pedestrians and bicycles on the roadway.

Mobility Options

Policy T-2.7. Establish a citywide Active Transportation Network (ATN) of existing and planned safe and comfortable ADA-compliant walking, biking, and rolling facilities coordinated and connected to regional pedestrian and bicycle routes~~Decrease the proportion of trips made by single-occupant vehicles by increasing alternative transportation choices.~~

~~**Policy T-2.7.**~~ **Policy T-2.8.** Work to decrease the proportion of trips made by single occupant vehicles by increasing active transportation facilities and opportunities.

~~**Policy T-2.8.**~~ **Policy T-2.9.** Address the needs of non-driving populations in the coordination, development, and management of local and regional transportation systems (e.g., [ADA accessibility](#), [adequate transit service](#), and [affordable](#) electric bike rentals)

~~**Policy T-2.9.**~~ **Policy T-2.10.** Locate and design transit facilities to simplify access for [people walking, biking, and rolling](#)~~pedestrian and bicycle patrons.~~

~~**Policy T-2.10.**~~ **Policy T-2.11.** Encourage local street connections and walkways between existing neighborhoods and new developments to provide an efficient network of travel route options for [people walking, biking, and rolling](#)~~pedestrians and bicycles.~~

~~**Policy T-2.11.**~~ Encourage development of safe and easy-to-use bike paths and pedestrian walkways in and around Anacortes and coordinate with regional pedestrian and bicycle routes. Separate grade-crossing facilities in certain locations should be considered.

Policy T-2.12. Encourage identification and pedestrian scale signing of shopping and public use facilities (e.g. wayfinding signs).

Policy T-2.13. Revise development policies to reduce city sign clutter.

Policy T-2.14. Develop improved signing for public transportation-related facilities, e.g. airport, ferry systems, etc.

Policy T-2.15. Encourage pedestrian movement to and from gathering spaces, public facilities, and parks, particularly in downtown Anacortes, the Skyline area, and appropriate locations on the Fidalgo Bay waterfront.

Policy T-2.16. Improve [ADA-compliant pedestrian crossing opportunities across highly traveled street corridors throughout Anacortes](#)~~pedestrian crossing opportunities not only across the state highway (SR 20 Spur) but on other highly traveled corridors in the city such as Commercial Avenue, R Avenue, D Avenue, etc).~~

Policy T-2.17. [Provide safe travel to and from schools throughout the community for people walking, biking, and rolling](#)~~Provide safe bicycle and pedestrian travel to and from schools throughout the community.~~



Policy T-2.18. Prepare, and implement, a master plan for pedestrian and bicycle safety, beautification, and economic stimulus to South Commercial Avenue from 12th to 34th Streets.

~~Policy T-2.19.~~ Implement “high value” bicycle corridor improvements as identified in the “2012 Anacortes Bike and Walks” report.

~~Policy T-2.20.~~ Incorporate pedestrian and bicycle accommodations into all new construction (complete streets) as appropriate.

~~Policy T-2.21.~~ **Policy T-2.19.** Use bump outs, curb extensions, and/or pedestrian refuge islands in the design and construction of pedestrian crossings when appropriate and feasible.

~~Policy T-2.22.~~ **Policy T-2.20.** Strive to elevate the League of American Bicyclists certification of Anacortes as a ~~Bronze~~Silver-level Bicycle Friendly Community to a Silver ~~or~~ Gold-level Bicycle Friendly Community. Fill in gaps in the bicycle and pedestrian network whenever possible (example: West 2nd Street between Alaska and Florida Avenues).

Transportation Demand Management (TDM)

Policy T-2.21. Support local transportation demand management programs to reduce the impacts of high traffic generators such as city offices, hospitals, schools, and large employers. To comply with the requirements of the State Commute Trip Reduction (CTR) Act the City could sponsor and fund programs including:

- Conduct bike and pedestrian safety demonstrations
- host lunch where employees and residents can learn about building a routine around being a bike or walk commuter
- Engage in route planning and soliciting advice from other city employees and bike commute advocates
- hold regular no cost bike tune-ups; and
- Seek local or grant funds to subsidize and distribute free safety lights so commuters are more visible at night.

~~The City of Anacortes should serve as a model to the community by voluntarily complying with the requirements of the State Commute Trip Reduction Act (CTR) possibly using the City of Seattle Commute Trip Reduction program as an example with programs including: bike and pedestrian safety demonstrations; hosted lunch where employees can learn about building a routine around being a bike or walk commuter; route planning and advice from other city employees; hold regular no cost bike tune-ups; and giving out free lights so commuters are more visible at night.~~

~~Policy T-2.23.~~ **Policy T-2.22.** Create educational content on the City website and materials distributed in the community to promote ADA accessibility, walking, biking, and riding Skagit T transit to reduce traffic congestion, vehicle miles traveled, and greenhouse gas emissions~~Support the reduction of vehicle dependence in the city by supporting “ride share” and on-demand car/bike services.~~

Policy T-2.23. Continue to promote the Anacortes Open Streets event and similar community events to highlight accessibility.



[walkability, bicycle advocacy, safe routes to school, and Skagit Transit bus routes.](#)

Policy T-2.24. [Support the reduction of vehicle dependence in the city by supporting “ride share” and on-demand car/bike services.](#)

Street Design

Policy T-2.25. Continue to focus on context sensitive complete streets by designing, constructing, operating and maintaining transportation facilities to serve all users safely and conveniently, [according to the investment priorities in Policy T-2.2 including](#) ~~motorists, pedestrians, bicyclists, people with disabilities, and transit users.~~

Policy T-2.26. Improve local street design for walking, bicycling, and transit use to enhance communities, connectivity, and physical activity.

Policy T-2.27. Design or redesign roads and streets to accommodate a range of motorized and non-motorized modes in order to reduce injuries, further reduce the risk of fatalities and to encourage non-motorized travel. The design should include well defined, safe, and appealing spaces for [people walking, biking, and rolling](#) ~~pedestrians and bicyclists~~ with a goal of all users feeling safe and comfortable using the facility.

Policy T-2.28. [Work with SCOG and WSDOT to gain federal functional classification approval for Kansas Avenue as a collector arterial to SR 20 \(Oakes Avenue\), which will allow the City to apply for state and federal transportation grants to fund future multimodal improvements along Kansas Avenue.](#)

~~Policy T-2.28.~~ **Policy T-2.29.** Be flexible with development standards to promote infill by allowing alternate ways, such as narrower streets, modified parking requirements, one-way streets, and/or low-speed design streets to meet those standards where full compliance with standards is not feasible or desirable.

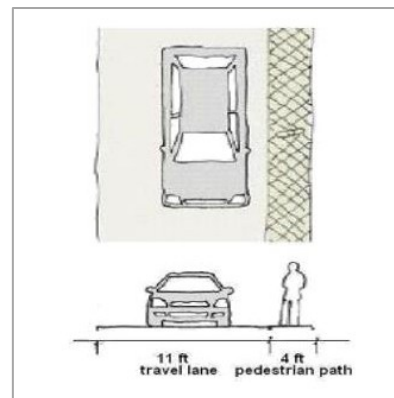
Transit

~~Policy T-2.29.~~ **Policy T-2.30.** Work to expand local transit service and connections to adjacent jurisdictions.

~~Policy T-2.30.~~ **Policy T-2.31.** New development and redevelopment in the city should be designed to provide and encourage [walking, biking, and rolling access to transit](#) ~~non-motorized access to transit.~~ The location of bus stops and shelters should be incorporated into both larger residential and non-residential project development design.

~~Policy T-2.31.~~ **Policy T-2.32.** Adopt road design standards, site-access guidelines, and land use regulations that support transit. This could include “pullouts” so buses can stop and pickup/dropoff outside of the traffic flow.

~~Policy T-2.32.~~ **Policy T-2.33.** [Work with Skagit Transit](#) ~~SKAGIT TRANSIT~~ ~~Work~~ to provide a citywide transit service [network](#) that is dependable, affordable, maintains regular schedules with frequent service to all destinations in the City, connects neighborhoods to



downtown and other frequented destinations, and provides an adequate level of service throughout the day, including weekends, and holidays.

~~Policy T-2.33.~~ **Policy T-2.34.** Work with Skagit Transit to determine the financial feasibility of providing a dial-a-ride type of transit service with door-to-door service for the entire Fidalgo Island similar to paratransit but not requiring a disability to qualify for service, so that people who cannot drive or choose not to drive can access services even if they are not near a regular bus route. ~~Consider, for a reasonable fee, a dial-a-ride type of transit service with door to door service for the entire Fidalgo Island similar to paratransit but not requiring a disability to qualify for service, so that people who cannot drive or choose not to drive can access services even if they are not near a regular bus route.~~

Goal T-3. Support Growth. Support the City and regional growth strategy by focusing on moving people and goods throughout the city and beyond with a safe and efficient multimodal transportation network for now and into the future. ~~Support the city's and region's growth strategy by focusing on moving people and goods within the city and beyond with a highly efficient multimodal transportation network for now and into the future.~~

Transportation Concurrency and Multimodal LOS Standards

Policy T-3.1. Maintain a transportation concurrency management system that monitors the impacts of growth and development on the transportation system and aims to ensure that roadway corridor and intersection LOS standards are met within required timeframes. ~~aims to ensure that LOS standards are met within required timeframes.~~

Policy T-3.2. Adopt a new multimodal transportation impact fees program to include vehicle capacity, active transportation network completeness, and ADA accessibility to transit service. ~~Assess, and adopt per ordinance, new impact fees pursuant to all concurrency improvements mentioned in the 2016 Transportation Element Background Information document.~~

Policy T-3.3. Address all multimodal types of transportation options in the city's annual concurrency report to document both in assessment and mitigation of transportation impacts compliance with corridor and intersection LOS standards and progress made on completion of active transportation and transit networks. ~~Address non-motorized, pedestrian, transit and other multimodal types of transportation options in the city's concurrency program — both in assessment and mitigation of transportation impacts.~~

~~**Policy T-3.4.** — Revise the Traffic Impact Analysis process for development to streamline the process and remove ambiguities from the system.~~

*The purpose of **concurrency** is to ensure that the public facilities and services necessary to support development are adequate to serve that development at the time is available for occupancy and use, without decreasing service levels below locally established minimums.*

Intersection ~~Corridor~~ Level of Service

~~Policy T-3.5.~~ **Policy T-3.4.** Intersection LOS is calculated using standard Highway Capacity Manual analysis procedures for the PM peak hour. Calculation of the AM peak hour for areas ~~near, or~~ affected by, the Washington State Ferry traffic may be required. The adopted standard is LOS D for intersections that include Principal Arterials and LOS C for intersections that include Minor Arterial or collector roadways. Intersection LOS is limited to measuring the average seconds of delay per vehicle for drivers on the roadway network. ~~All corridors must pass the Corridor LOS standard for the transportation system to be considered adequate. The Corridor LOS is designed to account for the impact of non-motorized facilities on an urban street network.~~

Table T-1. Capacity for Various Roadway Classifications and Modifications

Functional Classification	Base Peak Hour Capacity (vphpl)	Left Turn Lane (vph)	Access Management (vph)	No Bike Lane (vph)	No Sidewalk (vph)
State Highway (55mph; SR20 and SR 20 Spur)	1,100	550	770	0	0
Principal Arterial (30/40mph; SR 20 Spur)	800	400	560	-120	-280
Minor Arterial	550	275	385	-55	-165
Urban Collector	550	275	385	-55	-140

Intersection Level of Service (LOS)

Policy T-3.5. Pedestrian and Bicycle LOS Standards are based on degree of completeness of sidewalk and bikeway connections as measured on the citywide Active Transportation Network. The LOS standards shown in green, orange, and red emphasize system completion of sidewalks, bikeways, or multi-use trails on arterial and collector roadways. ~~Intersection LOS is calculated using standard Highway Capacity Manual analysis procedures for the PM peak hour. Calculation of the AM peak hour for areas near, or affected by, the Washington State Ferry traffic may be required. The adopted standard is LOS D for intersections that include Principal Arterials and LOS C for intersections that include Minor Arterial or collector roadways.~~



- A **GREEN LOS** indicates that a primary facility meets adopted roadway standards and has active mode facilities on both sides of the street, while a secondary facility may only have facilities on one side of the street.
- An **ORANGE LOS** indicates a primary facility has facilities only on one side of the roadway, when both sides would be preferred.
- A **RED LOS** indicates that there are no designated active mode facilities provided and is considered inadequate.

Table T-2. Active Transportation Level of Service (LOS) Standards

LOS	Primary Route	Secondary Route
	Meets City standards, facilities on both sides	Meets City standards, facilities on one or both sides
	Facilities exist, but only on one side	N/A
	No facilities exist, does not meet standards	No facilities exist, does not meet standards

Transit Level of Service (LOS) Standard

Policy T-3.6. [Transit LOS Standards are based on ADA accessibility of Skagit Transit bus stops within the public road right-of-way.](#)
[Prioritization and completion of ADA upgrades at all bus stops provide mutual benefit to the City of Anacortes and Skagit Transit.](#)

Table T-2. [Transit Level of Service \(LOS\) Standards](#)

LOS	Transit Standard
	ADA Compliant Pedestrian Connection to Transit Stop
	Non-compliant Pedestrian Connection to Transit Stop
	Missing Pedestrian Connection to Transit Stop

Rail Transport

~~**Policy T-3.6.**~~ [Policy T-3.7.](#) The City of Anacortes supports legislation to address freight rail safety and congestion issues, funding for hazardous materials first responder training, and funding for analysis of inland spill response planning and capability.

Freight Transport

~~**Policy T-3.7.**~~ [Policy T-3.8.](#) Provide a freight system infrastructure that, for all types of freight, meets the needs for local distribution, including truck routes.

~~**Policy T-3.8.**~~ [Policy T-3.9.](#) [The city has installed signs along designated freight truck routes, actively encourages truck drivers to use of designated truck routes and will identify and work with the major shippers to make their drivers aware of the truck routes.](#)
~~Actively encourage truck use of truck routes. Signs will be placed along the truck route and the City will identify and work with the major shippers to make their drivers aware of the truck routes.~~

~~**Policy T-3.9.**~~ [Policy T-3.10.](#) The shipment or movement of hazardous and nuisance materials within or through the ~~c~~City should be managed by the ~~C~~city.

*The City has designated **truck routes** in the Anacortes Municipal Code in order to prevent infrastructure damage, promote safe and efficient traffic flows, and to preserve the integrity and safety of the city's residential neighborhoods.*

Air Transport

~~Policy T-3.10.~~ Policy T-3.11. Explore options for float plane landing and service areas in the Skyline Marina and in Fidalgo Bay.

~~Policy T-3.11.~~ Policy T-3.12. Any changes to the Anacortes Airport shall be in accordance with the 2005 Sub-Area Plan, Development Agreement, and City Comprehensive Plan, considering the goals as set for in those documents.

~~Policy T-3.12.~~ Policy T-3.13. Skagit Regional Airport should support air transportation growth needs of Anacortes and the Islands that are not compatible with the intent of the 2005 Sub-Area Plan and Development Agreement.

~~Policy T-3.13.~~ Policy T-3.14. Encourage increases in scheduled commuter air traffic to utilize the facilities at Skagit Regional Airport

~~Policy T-3.14.~~ Policy T-3.15. Cumulative Impact shall be considered for all airport related development.

Support the current Port of Anacortes strategic plan policy, stating that the airport should be recognized as a community-oriented facility~~Support the Port of Anacortes strategic plan, goal #5 for the airport that states the airport should be recognized as a community oriented facility.~~

~~Policy T-3.15.~~ Policy T-3.16. Support the Port's current Master plan and Airport Layout Plan (ALP), with future development to be implemented in accordance with the current Sub-Area Plan and Development Agreement~~Support the Port's 1994 Master plan and current Airport Layout Plan (ALP) dated May 2012, with future development to be implemented in accordance with the 2005 Sub-Area Plan and Development Agreement.~~

Marine Transport

~~Policy T-3.16.~~ Policy T-3.17. Encourage the Port of Anacortes to provide more transient boat moorage. -The City is willing to partner on this effort, and in reducing existing moorage vacancy rates, as it benefits the economy of the downtown area.

~~Policy T-3.17.~~ Policy T-3.18. Require sufficient space for parking of boat trailers and vehicles at existing and future boat launch sites, marinas and boat storage facilities.

~~Policy T-3.18.~~ Policy T-3.19. The City should request that ~~Washington State Department of Transportation~~ WSDOT and Washington State Ferries include the City in all communications and meetings concerning the operation of the ferry terminal in Anacortes. The City shall invite ~~WSDOT~~ Washington State Department of Transportation and Washington State Ferries to participate and cooperate in all traffic management and any associated improvements necessary for the operation of this ferry.

~~Policy T-3.19.~~ Policy T-3.20. The City supports commercial and industrial development along the waterfront within the City that meets City requirements and maintains public access.



~~Policy T-3.20.~~ Policy T-3.21. The City supports public, commercial and private marinas within the City that meet City requirements and maintain public access.

Parking

~~Policy T-3.21.~~ Policy T-3.22. Provide adequate parking space in high demand areas by:

- A. Developing a comprehensive parking plan which designates immediate and future parking lot sites and shuttle parking lots,
- B. Investigating opportunities to reduce parking requirements and to reduce stormwater runoff from parking via low impact development techniques,
- C. Identifying minimum and maximum parking standards,
- D. Creating an action plan to implement a comprehensive parking plan over time,
- E. Periodically surveying parking space availability and occupancy to determine any emerging needs for additional space,
- F. Considering funding the purchase of land for developing public parking lots,
- G. Considering a parking availability study as a means of parking mitigation by businesses and developers to avoid overdesigning parking facilities around town,
- H. Developing a 'fee-in-lieu-of' parking space fee program for projects which are unable to meet on-site parking requirements and use these funds to provide parking or save for a larger parking project.

*In 2015, a **Parking Study** was completed for the Downtown and Cap Sante Marina. The study found a total of 1,175 on-street and 939 off-street parking stalls in the study area. The report contains near and long-term recommendations for better managing downtown parking.*



~~Policy T-3.22.~~ Policy T-3.23. Develop an investment program to obtain land and construct public parking areas.

~~Policy T-3.23.~~ Policy T-3.24. Encourage public/private partnerships for developing public parking lots.

~~Policy T-3.24.~~ Policy T-3.25. Encourage Washington State Ferry system to provide adequate parking for State Ferry patrons. Overflow parking and appropriate signage should be provided out of town and a shuttle provided to the State Ferry Terminal.

~~Policy T-3.25.~~ Policy T-3.26. Encourage Skagit County to provide adequate parking and pedestrian access for Guemes Island ferry patrons.

Goal T-4. Sustainability. Design and manage the citywide multimodal transportation system to minimize the negative impacts of transportation on the natural environment, promote public health and safety, and achieve optimum efficiency.
~~the city's transportation system to minimize the negative impacts of transportation on the natural environment, promote public health and safety, and achieve optimum efficiency.~~



Sustainability and the Natural Environment

Policy T-4.1. Foster a less polluting system that reduces the negative effects of transportation infrastructure and operation on air quality, the climate, and ~~also~~ the natural environment including the use of techniques to reduce pollutants in storm drains.

Policy T-4.2. Seek the development and implementation of [multimodal](#) transportation modes and technologies that are energy efficient and improve system performance.

Policy T-4.3. When feasible, design and operate transportation facilities in a manner that emphasizes community character and is compatible with and integrated into the natural and built environment including features, such as street trees, natural drainage, native plantings, and local design themes.

Policy T-4.4. [Coordinate with WSDOT, Skagit County, and neighboring jurisdictions to plan and prioritize culvert upgrades to ensure consistent fish passage barrier removal, adequate projected stormwater passage, and continued climate-related adaptations to handle water passage into the future throughout the city, especially where terrestrial species connectivity can be restored simultaneously \(i.e., with wider bridges\).](#)

~~Policy T-4.4.~~ **Policy T-4.5.** Promote the expanded use of alternative fuels by acquiring and converting public vehicles using advanced technologies and providing for electric vehicle charging stations throughout the city.

~~Policy T-4.5.~~ **Policy T-4.6.** Plan and develop a citywide transportation system that reduces greenhouse gas emissions by shortening trip length and replacing vehicle trips with other modes of transportation by implementing higher density and mixed-use development, and encouraging ride-sharing, public transit, and ~~non-motorized~~ [active](#) transportation, to decrease vehicle miles traveled.

Human Health and Safety

~~Policy T-4.6.~~ **Policy T-4.7.** Develop a [multimodal](#) transportation system that aims to minimize negative impacts to human health, including exposure to environmental toxins generated by vehicle emissions, noise, or a lack of non-motorized options.

~~Policy T-4.7.~~ **Policy T-4.8.** Provide opportunities for an active, healthy lifestyle by integrating the needs of pedestrians and bicyclists in the local and regional [multimodal](#) transportation plans and systems.

Oakes Avenue and 12th Street [between downtown and the WSDOT ferry terminal](#) ~~is~~ [are](#) a major bicycle and pedestrian route, ~~and a separated or protected walking and biking facilities~~ [should be a priority in future transportation planning efforts](#) ~~make a separated facility along this route a priority in future transportation planning efforts.~~

~~Policy T-4.8.~~ **Policy T-4.9.** Work to secure right-of-way and to develop a pedestrian and bike trail along the Guemes Channel from the [WSDOT](#) ~~state~~ ferry terminal to connect with the Fidalgo Bay Trail (Tommy Thompson Trail).



~~Policy T-4.9.~~ [Policy T-4.10.](#) Review options for, and consider the installation of, city owned electric car charging stations.

~~Policy T-4.10.~~ [Policy T-4.11.](#) Encourage private charging station installations as part of parking requirements for larger projects.

Transportation Equity

~~Policy T-4.11.~~ [Policy T-4.12.](#) Implement [multimodal](#) transportation programs and projects in ways that aim to prevent or minimize negative impacts to low income, minority, and special needs populations.

~~Policy T-4.12.~~ [Policy T-4.13.](#) Work to improve mobility choices for people with special transportation needs, including persons with disabilities, the elderly, the young, and low-income populations.

~~Policy T-4.13.~~ [Policy T-4.14.](#) Plan [multimodal](#) transportation and street improvements to consider the existing and desired character of the area and cost of future maintenance.

~~Policy T-4.14.~~ [Policy T-4.15.](#) Complete the 2016 Americans with Disabilities Act (ADA) Transition Plan including a financial plan for constructing and replacing ADA compliant ramps and sidewalks. Develop a prioritized list of ADA compliant routes throughout town, which provide access to key city amenities and services for people with disabilities and implement facilities improvements based on these priorities

~~Policy T-4.15.~~ [Policy T-4.16.](#) Budget for, and provide, [the maintenance and repair of existing, as well as the construction of new sidewalks and ramps to meet ADA standards according to priorities established in the 2016 2024 ADA Transition Plan](#) ~~the construction and repair of sidewalks and ramps to meet ADA standards according to priorities established in the 2016 ADA Transition Plan.~~



Capital Facilities

Introduction

The City of Anacortes is responsible for providing facilities and services that are needed by the residents and businesses of the city for a safe, secure, and efficient environment. These facilities and services provided directly by the City of Anacortes include, but are not limited to, water and sanitary sewer service, storm drainage services, parks, streets, and police and fire protection. Schools are considered a capital facility under the Growth Management Act (GMA); however capital facilities planning is conducted by the Anacortes School District. Only City-owned or managed facilities are considered for capital expenditures. Under GMA, the City is not required to set levels of service for facilities that are not necessary for development.

This element contains the goals and policies that address the City's infrastructure. Other services, such as electricity, natural gas, cable, and telephone are discussed in the Utilities Element. The Capital Facilities Background Information (see Volume 2) provides summaries of capital facilities inventories, forecasts of future need, proposed capacities of expanded or new facilities and lists of potential capital projects and anticipated funding sources.

The Capital Facilities element also discusses how the location of "essential public facilities" of state and regional significance will be prioritized, coordinated, planned, expanded, and sited through an interjurisdictional process as well as goals and policies related to the Anacortes Airport.



Goals & Policies

Goal CF-1. Support Existing Development and Future Growth. Provide capital facilities and public services necessary to support existing and new development envisioned in the land use element.

Policy CF-1.1. Plan for needed public and private capital facilities based on adopted level-of-service standards and forecasted growth in accordance with the Land Use Element of the Comprehensive Plan.

Policy CF-1.2. Accommodate ~~new residential, commercial, and industrial~~ development only when required facilities and services are available prior to or concurrent with development. Maintain a process for reviewing the impacts of new development on concurrency facilities and services. Concurrency means that adequate public facilities are available when the impacts of development occur, or within 6 years of construction of the new development a specified time thereafter.

- A. For water, wastewater and stormwater facilities, “concurrent with development” means prior to actual use of the facilities.
- B. For transportation, police protection, fire protection, and parks and recreation, “concurrent with development” means that a financial commitment is in place to complete the improvements or strategies within six years.

Develop and update system plans that evaluate existing conditions and future conditions necessary to accommodate growth projected in the Comprehensive Plan. System plans shall must use best available techniques and when possible, modeling will be used to identify capital facility needs. Plans include but are not limited to: Water System Plan, General Sewer Plan, Stormwater Master Plan, Transportation Master Plan.

~~Policy CF-1.2.~~ **Policy CF-1.3.** Coordinate planning for city capital facilities and services and prepare a Capital Facilities Plan that includes:

- A. A long-range plan for capital improvements and construction needed to support the level and distribution of the adopted 20-year population and employment growth target,
- B. A demonstration of how facility and service needs are determined.
- C. At least a six-year finance plan, which is to be updated concurrently with the budget, demonstrating how needs are to be funded.
- D. Population and employment projections consistent with those used in ~~developing the Anacortes Comprehensive Plan~~ the Land Use Element.
- E. A strategy for achieving consistency between the land use and the Capital Facilities Plan ~~capital facility plan~~ beyond the six-year capital improvement plan, including identified potential funding sources.

~~Policy CF-1.3.~~ **Policy CF-1.4.** When planning, developing, and administering the City’s capital facilities plan, give primary consideration to the following:

- A. Protect public health and safety.
- B. Provide infrastructure to support the vision of Anacortes’s future as articulated in the Comprehensive Plan.



- C. Support the provision of City services consistent with the expectations of the community, as expressed in the City's adopted level of service standards.
- D. Maintain, rehabilitate, or replace the City's facilities and infrastructure as necessary to extend the useful life of existing facilities and ensure continued efficiency.
- E. Develop and operate capital investments in a way that is fiscally responsible.

~~Policy CF 1.4.~~ Policy CF-1.5. Locate, inventory and monitor the capacity of existing capital facilities owned by the City. Inventories should be updated when a new capital facility is added or an old one is replaced, but no less than every periodic update cycle periodically.

~~Policy CF 1.5.~~ Policy CF-1.6. Coordinate with tribal governments and other public entities that provide capital facilities and services agencies, including the Port of Anacortes and Anacortes School District, to ensure that the levels of service are consistent between the providers' plans and this Capital Facilities Element, and that the providers can continue to achieve their level of services over the 20-year time frame of the Comprehensive Plan.

~~Policy CF 1.6.~~ Encourage joint siting and shared use of facilities for schools, community centers, health facilities, cultural and entertainment facilities, public safety/public works, libraries, museums, swimming pools, and other social and recreational facilities.

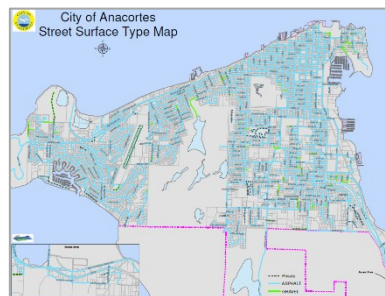
~~Policy CF 1.7.~~ Participate in processes for determining the location of capital facilities of regional or statewide importance.

~~Policy CF 1.8.~~ Policy CF-1.7. Conduct vulnerability assessments and prepare disaster preparedness plans for critical infrastructure.

~~Policy CF 1.9.~~ Evaluate the feasibility of the City providing broadband services.

~~F. A. Conduct a fiber-optic infrastructure feasibility study and business model analysis.~~

~~G. B. Author and work toward implementation of a Broadband Strategic Plan which describes in detail the technology and economic context and outlines the community's options and intended plan to address its broadband needs.~~



Goal CF-2. Level of Service. Utilize level of service standards that correspond with the growth, densities, and distribution of growth anticipated in the Land Use Element and provide a realistic assessment of City resources.

Policy CF-2.1. Establish the following levels of service for City-provided facilities and services. The standards are to guide the future delivery of community services and facilities, and to provide a measure to evaluate the adequacy of actual services:

Table CF-1. Level of Service Standards for services/facilities necessary for development.

Service or Facility	Level of Service Standard
Water	<u>Drinking water will meet Washington Department of Health standards for no bacteria and adequate chlorination. Water pressure will be a minimum of 35 PSI. Fire flows will meet the standard for the land use as detailed in the Anacortes Water System Plan.</u> A flow volume that meets instantaneous demand together with projected fire flows consistent with the Anacortes Water System Plan, the Skagit County Coordinated Water System Supply Plan and the 1996 Memorandum of Agreement Regarding Utilization of Skagit River Basin Water Resources for Instream and Out of Stream Purposes.
Wastewater	<u>Wastewater effluent and biosolids from the Wastewater Treatment Plant will meet environmental quality standards established by the Washington State NPDES Wastewater Treatment Plant Permit. The wastewater collection system will have no sewer overflows and only one combined sewer overflow will be discharged per year.</u> Collection and treatment of peak wastewater discharge, including infiltration and inflow, consistent with the Sewer System Utility/Comprehensive Plan.
Stormwater	<u>Provide stormwater runoff treatment and detention to the standards established by the current Western Washington Phase II Municipal Stormwater Permit. To limit potential for flooding, stormwater pipes will be designed to convey the 25-year 24-hour storm event.</u> Consistent with the requirements of the current Department of Ecology Surface Water Design Manual and Surface Waste Water Comprehensive Plan adopted by the City.
Parks	As adopted in the Anacortes Parks & Recreation Comprehensive Plan <u>Refer to the Parks, Recreation & Open Space Element.</u>
Transportation	Level of service LOS “C” for City street corridors. Washington State Department of Transportation Level of service “D” for state routes LOS requirements apply to the State Routes within the City as throughout the state (LOS D). For a complete description of LOS standards for transportation, r <u>Refer to the Transportation Element and the Transportation Master Plan.</u>
Police Protection	1.837 officers per 1,000 residents people Average 5 minute response to emergency calls from time of dispatch. Average 15 minute response to non-emergency calls from time of dispatch.
Fire <u>and EMS Services</u> Protection	INITIAL RESPONSE—IMMINENT RESCUE CAPABILITY Fire Suppression Initial Response: <u>From time of dispatch to all structure fires; arrive with the closest fire engine within 320 seconds (5:20) 80% of the time.</u> From time of 911 call to any structure, vessel, vehicle, wildland fire, and hazardous materials incident; arrive with the closest fire engine staffed with 3 firefighters within 7 minutes 90% of the time. Imminent Rescue Capability: <u>From time of dispatch to all structure fires; assemble a minimum of 3 firefighters within 440 seconds (7:20) 80% of the time.</u> Effective Response Force: <u>Assemble an Effective Response Force of 17 firefighters on all 2nd Alarm building Fires 80% of the time.</u> From time of 911 call, to any structure, boat, vehicle, wildland fire, and hazardous materials incident; be able to assemble an Effective Response Force of 12 firefighters within 11 minutes 90% of the time. Fire Prevention: <u>Provide an initial fire inspection of all High-Risk Business Occupancies annually</u> twice a year, and other Business Occupancies annually.

Service or Facility	Level of Service Standard
	EMS Initial Response: From time of dispatch to all Advanced Life Support EMS incidents; arrive with the closest EMS unit within 300 seconds (5min) 90% of the time.

Goal CF-3. Correct Deficiencies. Identify deficiencies in public facilities serving existing and future development based on adopted level of service standards, ~~and the means and timing by which those deficiencies will be corrected.~~

Policy CF-3.1. Identify needs for additional capital facilities based on adopted levels of service and forecasted growth, and determine the means and timing for providing needed additional facilities.

Policy CF-3.2. In conjunction with the budget, confirm that long-term financial capacity exists to provide adequate capital facilities and to ensure consistency between the Capital Facilities Plan, Land Use Element, and other elements of the Comprehensive Plan.



Goal CF-4. Financial Feasibility. Ensure that planned capital facilities are financially feasible.

[Policy CF-4.1. Develop and implement a funding prioritization process and criteria to help guide future funding decisions and provide transparency to the public.](#)

~~Policy CF-4.1.~~ [Policy CF-4.2.](#) If projected funding is inadequate to finance needed capital facilities that provide adequate levels of service, adjust the level of service, the planned growth, and/or the sources of revenue to maintain a balance between available revenue and needed capital facilities.

~~Policy CF-4.2.~~ [Policy CF-4.3.](#) Capital improvements that are needed to correct existing deficiencies or maintain existing levels of services should have funding priority over those that would significantly enhance service levels above those designated in the Comprehensive Plan.

~~Policy CF-4.3.~~ [Policy CF-4.4.](#) Use debt when the City Council determines that it is appropriate to accelerate completion of priority capital improvements, in addition to setting aside cash reserves over time to fund the projects, based on financial planning principles appropriate to the type and magnitude of the expenditure.

~~Policy CF-4.4.~~ [Policy CF-4.5.](#) Identify specific sources and realistic projected amounts of public ~~funds~~money that will provide full funding for the capital improvement projects needed for existing and future development.

~~Policy CF-4.5.~~ [Policy CF-4.6.](#) Identify the process and actions needed to develop and implement new or increased sources of revenue that are needed to make the Capital Facilities Element financially feasible.



~~Policy CF-4.6.~~ Policy CF-4.7. Use local funding to leverage other resources, such as grants, public/private partnerships, and investments by businesses locating in Anacortes.

~~Policy CF-4.7.~~ Policy CF-4.8. Seek to coordinate, where appropriate, City investment in public facilities with business, employment, and economic development opportunities.

Goal CF-5. Development Costs. Require new development to pay its share of the cost of new facilities needed to serve such growth and development.

Policy CF-5.1. Utilize guidelines established by State law for imposition of impact fees on new development. Monitor use of and update impact fees as appropriate.

Policy CF-5.2. Seek opportunities for joint development of facilities through tools such as development agreements, in-lieu payments, and mitigation fees.

When system deficiencies are identified in a system plan, those deficiencies ~~shall~~ must be proportionally addressed as part of the improvements required of development/ redevelopment when the deficiency is within the frontage improvement area or inside of the project.

Goal CF-6. Sewer Connection. ~~Maintain~~Develop codes and policies to require connection to the sanitary sewer system when development or subdivision of land occurs.

Policy CF-6.1. Allow connection to sanitary sewer only within city limits, consistent with GMA requirements.

Policy CF-6.2. Encourage conversion from on-site wastewater disposal systems as sewer lines become available.

Policy CF-6.3. Give priority to water and sewer line extensions where on-site disposal systems have created known pollution or health hazards.

Goal CF-7. Design & Location. Design and locate capital facilities with features and characteristics that support the environmental, energy efficiency, aesthetic, technical innovation, cost-effectiveness and sustainability goals.

Policy CF-7.1. Design natural infrastructure into projects whenever feasible to mimic natural ecological processes and minimize the need for built infrastructure.

Policy CF-7.2. Incorporate consideration of physical health and well-being into decisions regarding the location, design and operation of capital facilities.



Policy CF-7.3. Provide capital facilities that support and implement sustainability, reduction of greenhouse gas emissions and environmental stewardship, as appropriate.

Policy CF-7.4. Reduce energy use and consumption of potable water by city buildings and operations, and promote the use of renewable energy sources, as appropriate.

Policy CF-7.5. Use environmentally sensitive building techniques and low impact [development techniques as required by Washington State NPDES Phase II Municipal Stormwater Permit](#), ~~surface water methods wherever feasible.~~

~~**Policy CF-7.6.** Design capital facilities that are oriented towards and accessible by transit and non-motorized modes of travel.~~

~~**Policy CF-7.7.**~~ **Policy CF-7.6.** Design capital facilities that are adaptable, with flexibility to expand or be converted to other uses as the city's needs change over time.

Policy CF-7.7. Strive for resilient capital facilities by considering the potential impacts of changing conditions – such as climate change, [sea level rise](#), technological change, and human-caused disasters – in planning, ~~and~~ investment decisions, [daily operations, and emergency preparedness, response, and recovery activities.](#)

Policy CF-7.8. Consider future climate conditions during siting and design, including changes to temperature, precipitation and sea level, to help ensure facilities function as intended over their planned life cycle.

Policy CF-7.9. Encourage joint siting and shared use of facilities for schools, community centers, health facilities, cultural and entertainment facilities, public safety/public works, libraries, museums, swimming pools, and other social and recreational facilities.

A. Support community resilience when feasible, such as by identifying select capital facilities to serve as resilience hubs during extreme weather events.

Policy CF-7.10. Participate in processes for determining the location of capital facilities of regional or statewide importance.

Goal CF-8. Essential Public Facilities. Ensure that Essential Public Facilities are sited and designed in compliance with the State Growth Management Act.

Policy CF-8.1. Coordinate with other jurisdictions to ensure the efficient and equitable siting of essential public facilities.

Policy CF-8.2. Proposed or new improvements to existing essential public facilities should be sited consistent with the Anacortes Comprehensive Plan and Countywide Planning Policies.

Policy CF-8.3. The process to site proposed new or expansions to existing essential public facilities shall include the following:

~~A.~~ **B.** An inventory of similar existing essential public facilities, including their locations and capacities.

***Essential public facilities** are those facilities that are typically difficult to site, such as airports, state education facilities and state or regional transportation facilities, state and local correctional facilities, solid waste handling facilities, inpatient facilities including substance abuse facilities, mental health facilities, group homes and secure community transition facilities. (RCW 36.70A.200)*

Utilities

Introduction

The Growth Management Act (GMA) requires the City to include a Utilities Element within its Comprehensive Plan consisting of the general location, proposed location, and capacity of all existing and proposed utilities, including, but not limited to electrical lines, telecommunication lines, and natural gas lines. (RCW 36.70A.070) The Utilities Element should also provide a framework for the efficient and predictable provision and siting of utility facilities and services within the City, consistent with each of the servicing utility's public service obligations.

Goals & Policies

Goal U-1. Quality Utility Services. Facilitate provision of quality utility services throughout Anacortes to meet the needs of residents and businesses.

Policy U-1.1. Work with utility providers to ensure that reliable, quality services are provided at reasonable, equitable rates in all areas of the city.

Policy U-1.2. Support the timely expansion and maintenance of utility infrastructure in order to meet the evolving needs of the community.

Policy U-1.3. Encourage the use of new technologies that will enhance the quality of services and that are financially feasible.

Policy U-1.4. Utilize a variety of methods to protect and advance community interests, such as partnerships, interlocal agreements and franchise agreements.

Policy U-1.5. Maintain and enhance the City's fiber optic network throughout Anacortes to meet the expanding needs for high-speed internet of residents and businesses. ~~Explore options for improving telecommunication services in Anacortes, with high speed internet being a high priority, including potential development of a broadband/ fiber master plan and policies requiring installation of conduit where needed~~

*During the Comprehensive Plan update process, the community identified the need for improvements in **broadband /fiber infrastructure** and options for residential and businesses as an important priority. See also the Capital Facilities and Economic Development Elements.*

Goal U-2. Sustainable Utility Infrastructure. Work with utility providers and other partners to plan for sustainable utility infrastructure that supports City and regional growth plans.

Policy U-2.1. Support utility service areas that are consistent with growth and development patterns outlined in the City's Comprehensive Plan and Skagit County's Comprehensive Plan.

Policy U-2.2. Coordinate the formulation and periodic update of the utility element (and relevant implementing development regulations) with adjacent jurisdictions.

Policy U-2.3. Coordinate, and seek to cooperate, with other jurisdictions in the implementation of multi-jurisdictional electric utility facility additions and improvements. Such coordination and cooperation should include efforts to coordinate the procedures for making specific land use decisions to achieve consistency in timing and substantive requirements.

Policy U-2.4. Share information with utility providers and other partners, to facilitate coordinated planning for sustainable regional utility infrastructure.

Policy U-2.5. Coordinate review of significant development proposals with utility providers to determine whether there is available capacity to accommodate development without lowering service standards, and identify any needed system improvements.

Policy U-2.6. Encourage the joint use of utility corridors and facilities, provided that such use is consistent with limitations as may be prescribed by applicable law and prudent utility practice, in order to pool utility resources and to minimize the amount of land area impacted by utility infrastructure.

Policy U-2.7. Provide timely and effective notice to utilities of the construction, maintenance or repair of streets, roads, highways or other facilities, and coordinate such work with the serving utilities to ensure utility needs are appropriately considered and to facilitate coordination of trenching activities.

Policy U-2.8. Support the use of utility corridors for recreation and open space purposes, where appropriate.



Goal U-3. Sensitive Design. Mitigate negative impacts of utility systems to community members.

Policy U-3.1. Minimize impacts to the community associated with the construction, operation and maintenance activities of utility providers, such as loud noises, service outages, transportation disruptions and public safety hazards.

Policy U-3.2. Work with utility providers to inform the community about utility activities and to provide opportunities for public engagement in the planning processes, as appropriate.

Policy U-3.3. Minimize visual impacts to the community associated with the siting and design of utility infrastructure, for instance by

Measures such as color, varied materials, artwork and landscape design can promote aesthetic compatibility with surrounding development.

regulating light and glare, screening and landscaping, and location of above-ground facilities.

Policy U-3.4. Require installation of new utilities underground, as well as converting existing overhead wiring to underground when feasible through local improvement districts, contract agreements between property owners and utility companies, and by other legal means.

Goal U-4. Coordination. Support coordination with service providers to minimize cost and service disruption.

Policy U-4.1. Coordinate the timing of construction activities with public and private utilities to minimize disruption to the public and reduce costs of utility delivery.

Policy U-4.2. Promote co-location of new public and private utility distribution facilities.

Policy U-4.3. Promote awareness by property owners of proper procedures for notification of utility providers prior to construction activities (e.g. Call Before You Dig, etc.).

Goal U-5. Sustainable Design. Minimize negative impacts of utility systems to the environment.

Policy U-5.1. Encourage siting, construction, operation and maintenance activities that are consistent with environmental best management practices.

Policy U-5.2. Encourage energy utilities to adopt efficient practices and explore alternative energy resources, in order to help meet long-term energy needs and reduce environmental impacts associated with traditional energy supplies.

Policy U-5.3. Work with utilities to limit trimming of trees to that which is necessary for the safety and maintenance of transmission facilities.

Policy U-5.4. Encourage development of vegetation management policies and plans for utility corridors.

Policy U-5.5. Promote education of the public on choosing and maintaining vegetation with growth habits that will not interfere with nearby utilities.



Goal U-6. Energy Conservation. Encourage conservation of energy resources, including the reduction of energy consumption in city facilities.

Policy U-6.1. Residential, commercial and industrial development shall be encouraged to use energy-efficient, cost-effective and environmentally sensitive technologies and resources in new construction.

Policy U-6.2. Encourage the use of alternative energy resources in the design and construction of new development.



Policy U-6.3. Encourage the use of solar energy for water and space heating and consider developing ordinances to protect solar access.

Policy U-6.4. Consider incentive programs to seek and implement alternative energy resources in building and site design, and land use.

Goal U-7. Hazardous Liquid and Gas Pipelines. Protect communities and the environment from pipeline related hazards.

Policy U-7.1. Adopt regulations to Require proposed developments, expansion of existing uses and construction projects, both public and private, located near hazardous liquid and gas pipelines to:

- A. Show the location of the pipelines in relation to proposed structures, utilities, or clearing and grading.
- B. Use techniques prior to and during construction to minimize the potential for disturbing the pipelines.
- C. Identify and mitigate potential impacts on pipelines from erosion, stormwater discharge and other hazards.
- D. Use site design techniques to minimize potential hazards.
- E. Develop emergency plans for dealing with pipeline failure, as appropriate.

Policy U-7.2. Notify and coordinate with the pipeline operator when developments are proposed near a hazardous liquid pipeline corridor to reduce the potential for problems.

Policy U-7.3. Consider appropriate uses near hazardous pipeline corridors and require appropriate mitigation measures that help reduce adverse impacts in the event of a pipeline failure.

Policy U-7.4. Establish minimum setback requirements to protect transmission pipelines from development, and to protect development from transmission pipelines.

Goal U-8. Sustainable Water Policy. Ensure availability of water for future generations.

Policy U-8.1. In future updates to the City's Water System Plan, the City should plan for future use of its water right to support, in descending order of priority, (1) the City's existing retail and wholesale customers at reasonable trendline projections from their existing committed volumes; (2) future residential users in the Service area; (3) reasonable expectations of agricultural users in the service area; and (4) future commercial and industrial users in the service area.

Policy U-8.2. In future updates to the City's Water System Plan, the City should examine the demand forecast of the "future industrial block" to align with the priorities set out in Policy U-8.1.

Policy U-8.3. In future updates to the City's Water System Plan, the City should examine the "future ag block" demand forecast as

needed to plan for a more accurate and reasonable forecast based on predicted future climate conditions and demand.

Policy U-8.4. The City must encourage and support timely updates to the Skagit County Coordinated Water System Plan that reflect current water law including the instream flow rule, supply restrictions, predicted climate models, and a 50-year demand forecast, facilitating timely infrastructure planning to jointly, with Skagit PUD, supply water to current and future users in the service area.

Policy U-8.5. The City should work with Skagit PUD to explore coordinated solutions to regional problems, and explore changes to the City's and Skagit PUD's service areas to align those service areas with reasonable and political boundaries.

Policy U-8.6. The City should explore options to increase drought tolerance, e.g., water storage.

Policy U-8.7. The City must not sell or lease its water rights.

Policy U-8.8. The City may not enter into any contracts for the sale of water in excess of 4,000,000 gallons per year to any non-municipal or non-residential water reseller for a term longer than five years without first conducting a public hearing.

Goal U-9. Toward Zero Waste. Increase recycling and composting to 65% of the municipal solid waste stream.

Policy U-9.1. ~~Provide~~Explore weekly curbside food waste collection including small containers for residents that do not require yard waste bins.

Policy U-9.2. ~~Facilitate~~Encourage or require multi-family dwellings to offer food waste collection.

~~**Policy U-9.3.** Perform a waste characterization study and analyze results to identify waste stream components that can be targeted for reduction through producer responsibility or consumer education.~~

Policy U-9.4. Construct solid waste rate schedules to incentivize increased diversion or reduced frequency of pickup.

~~**Policy U-8.8.**~~**Policy U-9.5.** When it becomes feasible, reduce garbage collection frequency to reduce trips, personnel costs, and greenhouse gas emissions.

Climate

Note to Reader:

~~The entire Climate Element is new and, therefore, not underlined.~~

Introduction

The Climate Element is a new requirement that describes the ways Anacortes's regulations, policies, plans, and strategies will adapt to and mitigate the effects of a changing climate. Two sub-elements are required for Anacortes:

- a GHG emissions reduction sub-element that identifies goal and policy measures for reducing emissions produced by the Anacortes community; and
- a resilience sub-element which identifies goals and policies to help Anacortes prepare for climate change impacts.

The goals and policies included in this element support the City's ability to build community resilience, prepare for climate impacts and natural hazards, enhance environmental, economic, and human health, and reduce greenhouse gas (GHG) emissions. The Climate Element Background Information (see Volume 2) contains the background data, measurements, and analysis that provide the foundation for the Climate Element goals and policies.

Guiding Principles

As part of the process for the development of Anacortes's first Climate Element, a group of city and local agency staff, elected officials, local business leaders, and community members volunteered their time as part of an advisory Climate Team to review and provide input on important components of the Element. This group established the following guiding principles to help develop this first Climate Element.



Leadership and Collaboration: Be a regional leader by taking local action to anticipate, mitigate and adapt to climate change, and work collaboratively with local municipalities, regional and state agencies, and tribal communities whenever feasible to achieve shared climate adaptation goals.



Multi-benefit Strategies: Seek multi-benefit strategies to climate change adaptation and mitigation that also address community needs and priorities.



Economic Sustainability: Identify potential impacts to ~~local economy and businesses and seek mitigation~~ strategies that will foster economic development as the City adapts to climate change.



Broad Community Engagement: Engage with all sectors of the community and ensure voices of vulnerable and overburdened communities are heard. Work to minimize and mitigate impacts to these groups to support equitable adaptation to climate change.



Evidence-based and Adaptive: Use best available science to identify impacts and build on the success of others when developing strategies. Monitor change and track progress over time, so that goals and policies can adapt as new information becomes available.



Feasible and Action-oriented: Assess feasibility of strategies and prioritize them based on the overall economic and environmental costs and benefits to balance near-term results with planning for and investing in long-term solutions.

~~DRAFT~~ Goals & Policies

Resilience and GHG Emissions Reduction Sub-elements

Goal CE-2. Build Local Capacity. Build city and community capacity to become a regional leader in mitigating and adapting to climate change.

Policy CE-2.1. Develop and maintain local technical expertise and skills related to climate change and environmental justice to support communitywide policy implementation.

- A. Maintain and grow City staff and/or resources to support implementation of climate policies.
- B. Recognize the important contributions of community members and support local efforts to raise awareness, research and monitor, address the impacts of, and develop solutions to the challenges of climate change.
- C. Seek outside funding and/or partnerships to provide emissions-reduction educational workshops, activities, and engagement opportunities for the Anacortes community, especially those that prioritize vulnerable populations.

Policy CE-2.2. Coordinate with local, regional, and state entities to develop and implement plans related to climate change mitigation and adaptation.

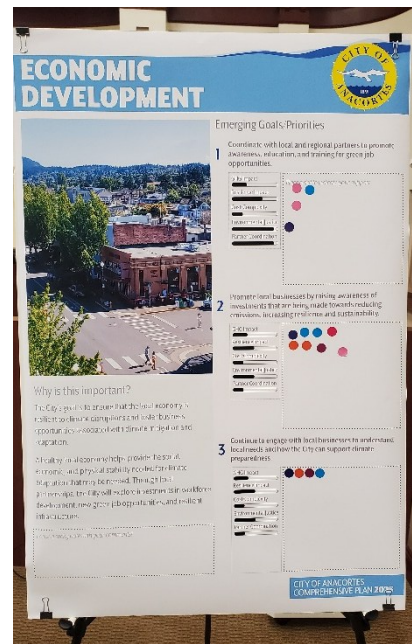
- A. Coordinate with local jurisdictions, tribal governments, ports, state and regional agencies, and departments to share information, and build partnerships where there are shared opportunities for reducing GHG emission and/or increasing resilience.
- B. Coordinate with PSE and other utility companies and/or regional partners to accelerate regional clean energy projects that benefit Anacortes.

Related Goals and Policies: see Goal EC-1.

Goal CE-3. Resilient Economy. Ensure that the local economy is resilient to climate disruptions and fosters business opportunities associated with climate mitigation and adaptation.

Policy CE-3.1. Ensure that the City's jurisdiction's Comprehensive Emergency Management Plan responds to the impacts of climate change and identifies roles and responsibilities to support a sustainable economic recovery after a disaster.

Related Goals and Policies: see [Policy ED-7.2](#), [Policy ED-8.2](#) and [Policy CF-7.7](#).



Policy CE-3.2. Continue to engage with local businesses to understand local need and priorities and how the City can support climate preparedness.

- A. Consider local business perspectives when identifying opportunities to reduce GHG emissions from consumption and align with the City's goals to reduce overall waste.

Related Goals and Policies: see Goal U-9.

Policy CE-3.3. Recognize the value of Anacortes's existing skilled labor (industry and working waterfront, etc.) and coordinate with local and regional partners to maintain and grow local labor resources while supporting the transition to electrification and reducing GHG emissions.

Related Goals and Policies: see [Policy ED-5.2](#). [Policy ED-6.2](#).

Goal CE-4. Coordination with Utilities. Coordinate with regional utilities and jurisdictions on increasing energy infrastructure resilience to accommodate renewable energy opportunities, meet increased demand, and withstand and recover from extreme weather and natural hazards worsened by climate change.

Policy CE-4.1. Coordinate regularly with Puget Sound Energy (PSE) to share information, monitor local grid capacity, and increase awareness of upcoming projects and emerging opportunities that support the City's efforts to reduce GHG emissions.

- A. City staff to highlight for developers, property owners, or others proposing projects the importance of early engagement with PSE.
- B. Coordinate with PSE to promote energy efficiency programs and initiatives and to promote local investments and customer enrollment in clean energy projects and programs.
- C. Coordinate with PSE to promote financial assistance and discounted billing programs for income qualified residents to ensure that the most vulnerable are not disproportionately impacted by the State's clean energy transition.

Policy CE-4.2. Coordinate with PSE's vegetation management and/or wildfire mitigation efforts including electric system upgrades, year-round vegetation management, and fire weather operational procedures. Work closely with utilities and local fire departments to lessen the risk and impact of wildfires.

Policy CE-4.3. Partner with PSE to promote and support programs designed to decrease load on the grid during times of peak use.

Policy CE-4.4. Coordinate with PSE to effectively meet rapidly increasing electrical demand as the city and region work to achieve a Clean Energy Transition by adopting codes that regulate the siting of existing and new technologies.



[Anacortes Chamber of Commerce and Visitor Information Center's website promotes local shopping opportunities, which can have co-benefits for reducing emissions from transportation.](#)



Samish Island microgrid ribbon Cutting ceremony. Source: Puget Sound Energy.

Goal CE-5. Support Energy Resilience. Support overall energy resilience by promoting local solar energy production as well as other small-scale renewable energy (i.e. geothermal, etc.).

Policy CE-5.1. Encourage building and site designs that consider solar access of adjacent properties and promote maximum use of southern exposures and the use of natural climate conditions.

Related Goals and Policies: see Policy LU-4.2.

Policy CE-5.2. Install distributed renewable energy technology at City facilities to produce and store renewable electricity generated on site and provide emergency power that ensures continuity of operations.

Related Goals and Policies: see [Policy LU-2.2.](#) ~~Policy LU-2.2.D~~ and [Policy CF-7.4.](#)

Policy CE-5.3. Encourage local microgrid solar, and/or other small-scale renewable energy generation projects on low-impact sites (i.e., large roof-tops, and/or over parking lots, etc.) to support electrification by providing locally-generated power.

Related Goals and Policies: see Policy LU-4.2.

Policy CE-5.4. Encourage commercial and industrial facilities to support the transition to low-carbon systems, including incorporation of co-generation systems whenever possible. In parallel, support the transition of high-carbon emitting sectors, including oil refining and industrial gas manufacturing, to low-carbon processes or industries.

Policy CE-5.5. Adopt regulations to ensure proper siting and design of renewable energy generation and storage facilities to effectively meet rapidly increasing electrical demand in the city.



[Solar panel installation.](#)

[Credit](#) ~~Source~~: United States Department of Energy. Nora

GHG Emissions Reduction Sub-element

Goal CE-6. Energy Efficient Buildings. Promote renewable energy, encourage conservation and efficiency technologies to reduce GHG emissions from buildings.

Reducing Emissions from New Buildings

Policy CE-6.1. Offer incentives to promote new buildings to include energy efficiency and renewable energy features beyond minimum code requirements.

Related Goals and Policies: see Policy LU-4.2.

Policy CE-6.2. Promote the use of environmentally friendly construction practices in City buildings, such as those specified under certification systems such as Leadership in Energy and Environmental Design (LEED).

Related Goals and Policies: see [Goal LU-4](#), ~~Goal LU-4~~, [Policy CF-7.3](#), ~~Policy CF-7.3~~, [Policy CF-7.4](#), ~~Policy CF-7.4~~, and [Policy CF-7.5](#).

Policy CE-6.3. Adjust single-family home impact fees and system development charges so those homes with larger impacts on utilities pay more.

Reducing Emissions from Existing Buildings

Policy CE-6.4. Prioritize the weatherization, and conversion to the most energy efficient water and space heating of housing to reduce emissions and increase resilience.

- A. Coordinate with regional jurisdictions and/or state agencies to encourage the creation of an energy conservation microloan, rebate, or other program in partnership with other agencies, particularly for lower-income communities.

Related Goals and Policies: see [Policy LU-4.2](#), ~~Policy LU-4.3~~.

Policy CE-6.5. Retrofit City-owned buildings for energy efficiency by updating building materials, transitioning heating in City buildings to energy efficient heat pump technologies, updating mechanical systems and lighting, replacing back-up generators and/or adding onsite solar or other renewable energy technologies, where feasible.

Related Goals and Policies: see [Policy LU-2.2](#), ~~Policy LU-2.2-D~~, [Goal U-6](#), [Policy CF-7.3](#), ~~Policy CF-7.3~~, and [Policy PR-6.13](#).

Policy CE-6.6. Where consistent with the desired character and intensity of the zone, encourage renovation and adaptive re-use of existing buildings as a strategy to reduce waste and the need to expend energy in producing new materials.

Related Goals and Policies: see [Policy CF-7.1](#).

Policy CE-6.7. Promote sustainable building and site management and maintenance practices, and promote energy conservation in site and street lighting by replacing existing building, site, and streetlights with low-energy use LED fixtures.

Related Goals and Policies: see [Policy LU-4.2](#), ~~Policy LU-4.3~~.

Goal CE-7. Reduce Vehicle Miles Traveled (VMT). Reduce GHG emissions from transportation by reducing VMT, fostering efficient land uses and promoting active transportation and transit.

Policy CE-7.1. Foster more efficient land uses to reduce vehicle miles traveled, including, but not limited to:

- A. encouraging density in urban areas of the city;
- B. implementing complimentary, mixed land uses to promote cycling and walking and reduce driving;



[Heat pump installation at residence in Washington State.](#)



[Anacortes Depot Arts and Community Center as an example of adaptive reuse of an historic building](#)

- C. prioritizing infill development through zoning and permitting processes; and
- D. maintaining and updating form-based codes to better integrate higher-density development and support climate resilience by promoting sustainable design strategies.

Related Goals and Policies: see [Policy LU-6.1](#), ~~Policy LU-6.1H~~, [Policy LU-6.4](#), ~~Policy LU-6.4~~, [Policy LU-7.1](#), ~~Policy LU-7.1~~, [Policy LU-7.2](#), ~~Policy LU-7.2~~, [Policy LU-8.4](#), ~~Policy LU-8.4~~, and [Policy T-4.5](#).

Policy CE-7.2. Diversify housing options and promote housing affordability by:

- A. expanding middle housing types, such as duplexes, triplexes, and ADUs, in residential areas; and
- B. encouraging co-living units in areas where multifamily housing is allowed; and
- C. developing and implementing programs to support housing for a greater range of income levels.

Related Goals and Policies: see [Policy LU-6.1](#), ~~Policy LU-6.1~~, [Policy H-1.9](#), ~~Policy H-1.9~~, and [Goal H-3](#).

Policy CE-7.3. Implement multimodal transportation plans (i.e. modal plans, complete streets policies, TDM programs, bike parking, etc.), particularly in coordination with higher-density housing and commercial centers.

Related Goals and Policies: see [Policy T-2.7](#), ~~Policy T-2.7~~, [Policy T-2.18](#), ~~Policy T-2.18~~, [Policy T-2.21](#), ~~Policy T-2.21~~, [Policy T-2.22](#), ~~Policy T-2.22~~, [Policy T-2.30](#), ~~Policy T-2.29~~, and [Policy ED-3.14](#).

Policy CE-7.4. Work with Skagit Transit to prioritize and promote public transit use and expansion by:

- A. coordinating on land use and transportation planning, and
- B. identifying how the City can better support Skagit Transit in meeting goals to improve transit speed, frequency, coverage, and reliability.

Related Goals and Policies: see [Policy T-2.30](#), ~~Policy T-2.29~~, [Policy T-2.31](#), ~~Policy T-2.30~~, and [Policy T-2.33](#). ~~Policy T-2.32~~.

Policy CE-7.5. Promote use of existing transit resources (i.e. school bus, transit routes) to reduce car trips to public destinations in the community.

Goal CE-8. Promote Electrification and Alternative Fuels. Reduce GHG emissions from transportation by supporting the transition to electric vehicles, and encouraging the use of cleaner fuels in marine transportation.



[Passengers loading onto a Skagit Valley Transit bus. Credit – JoeA. Kunzler/Flickr-CC BY-SA 2.0](#)



Policy CE-8.1. Develop an EV transition plan to convert public fleets to zero-emission vehicles and identify EV charging needs and opportunities in the City.

Related Goals and Policies: see [Policy T-4.4.](#) ~~Policy T 4.4~~ and [Policy T-4.9.](#) ~~Policy T 4.10.~~

Policy CE-8.2. Expand electric vehicle infrastructure in key destinations and public buildings, and encourage the installation of EV charging retrofits for multifamily housing.

Related Goals and Policies: see [Policy T-4.9.](#) ~~Policy T 4.10.~~

Policy CE-8.3. Reduce GHG emissions from waste management transportation as service needs evolve.

Related Goals and Policies: see [Policy U-9.5.](#)

Policy CE-8.4. Coordinate with the Port of Anacortes and WA State Ferries to identify how the city can best support them in their ongoing electrification projects.

Related Goals and Policies: see [Policy T-1.7.](#)

Policy CE-8.5. Support port and marinas in transition to renewable diesel and increase community awareness as lower-emissions fuels (i.e. R99 diesel) become more locally available.

Resilience Sub-element

Goal CE-9. Promote Climate Awareness and Community Well-being. Raise awareness about climate change and protect community health and well-being from the impacts of climate-exacerbated hazards so that the vulnerable populations do not bear disproportionate health impacts.

Policy CE-9.1. Raise awareness about potential community and health impacts from wildfire smoke and extreme heat.

- A. Coordinate with local and regional partners to develop and implement a wildfire smoke resilience strategy.
- B. Highlight protective strategies for outdoor workers and others exposed to extreme heat and other climate-exacerbated hazards by providing information on the City's website, issuing notices, and/or developing other communication strategies.

Policy CE-9.2. Prioritize at-risk community members for actions that mitigate wildfire smoke and extreme heat by:

- A. increasing access to personal protective equipment and filter fans;
- B. incentivizing infrastructure updates (e.g., HVAC updates and MERV 13 filters for air intake) for facilities that serve high-risk populations; and
- C. partnering with local and/or regional agencies to promote efficient home cooling and air-filtration strategies for lower-income residents.

Policy CE-9.3. Foster community-building activities that promote sustainability and resilience by strengthening social networks, reducing isolation, and promoting mental health and wellbeing.

Policy CE-9.4. Engage vulnerable communities, including seniors, lower-income residents, to raise awareness and deepen the local understanding of climate change by:

- A. engaging with local community service organizations to understand how climate change is impacting local food distribution systems that serve lower-income and other vulnerable or overburdened communities;
- B. seeking or expanding partnerships with local businesses, non-profits, and other entities with close ties to these communities; and
- C. creating and implementing culturally contextualized outreach and education initiatives and materials.



[Community event at the Anacortes Senior Activity Center. Credit – Anacortes Senior Activity Center](#)

Goal CE-10. Resilient Cultural Resources. Ensure that cultural resources and practices — including historic sites and culturally important traditional foods and natural resources — are resilient to the impacts of extreme weather and natural hazards worsened by climate change.

Policy CE-10.1. Protect and restore local ecosystems to meet tribal treaty rights and conserve culturally important resources, including foods, medicinal plants, materials, and wildlife.

Policy CE-10.2. Establish and maintain government-to-government relations with local Native American tribes for the preservation of archaeological sites and traditional cultural properties that are vulnerable to climate impacts.

Policy CE-10.3. Consider potential for impacts to historic and culturally relevant sites and/or buildings when developing resilience plans and improvement projects (i.e. infrastructure, parks, trails, etc.) and identify strategies to reduce or mitigate impacts.

Goal CE-11. Support Ecosystem Adaptation. Protect and restore coastal ecosystems, streams, riparian zones, and wetlands to increase the resilience of species, habitats, and communities to climate change and achieve a healthy watershed.

Policy CE-11.1. Consider future climate change impacts, including sea-level rise, when implementing shoreline restoration and open space projects.

Related Goals and Policies: see [Policy EC-1.7.](#) ~~Policy EC-1.8.~~

Policy CE-11.2. Conduct a sea level rise vulnerability assessment with future updates to the Shoreline Management Program (SMP) and Critical Areas Ordinance (CAO) to:

- A. update sea level rise assumptions for future planning;
- B. assess the vulnerability of natural and developed shorelines from the combined effects of sea level rise, storm surge, coastal erosion and landslides, and groundwater changes; and
- C. collaborate with landowners and partners to support adaptation and contingency plans.

Related Goals and Policies: see [Goal EC-2.](#) and ~~Goal EC-3.~~

Policy CE-11.3. Develop and implement actions identified in city restoration plans to improve the climate resilience of streams and watersheds.

Related Goals and Policies: see [Goal EC-5.](#) ~~Goal EC-6.~~ and [Policy T-4.1.](#)



Policy CE-11.4. Protect and restore riparian vegetation to reduce erosion, provide shade, provide habitat connectivity, and support other functions that improve the climate resilience of streams.

Related Goals and Policies: see [Policy EC-4.1](#), ~~Policy EC-5.1~~ and [Goal EC-5](#), ~~Goal EC-6~~.

Goal CE-12. Resilient Urban Forests. Enhance and maintain urban tree canopy for community health and climate resilience, and develop plans to reduce wildfire risks around the ACFL.

Policy CE-12.1. Adopt and maintain an urban forest master plan and implementing ordinances, including a tree canopy assessment of all areas of the City (greenbelts, parks, street trees, forests), that establishes goals to:

- A. maintain and expand tree canopy cover and improve tree and watershed health;
- B. prioritize carbon sequestration;
- C. monitor wildfire risks; and
- D. build climate resilience by reducing heat island effects, enhancing air quality, improving stormwater filtration, and supporting biodiversity.

Related Goals and Policies: see [Policy T-4.3](#).

Policy CE-12.2. Prioritize urban forestry planning resources and funding for vulnerable and overburdened communities, including, but not limited to:

- A. increasing street trees and canopy cover in and around affordable housing communities that lack shade and are more vulnerable to extreme heat.

Policy CE-12.3. Ensure that tree species selection and planting guidance used for projects are updated to be resilient to climate change and share information with local community members.

Policy CE-12.4. Increase community awareness of local wildfire hazards, collaborate with property-owners in high-risk areas when developing a community wildfire protection plan, and coordinate on the need to protect structures adjacent to forested areas from wildfire danger, as required by state wildland urban interface regulations, with public open space regulations.

Related Goals and Policies: see [Policy LU-4.5](#), ~~Policy LU-4.5~~ and [Policy LU-4.6](#).



Goal CE-13. Resilient Development. Promote land use patterns that increase the resilience of the built environment, ecosystems, and communities to climate change, and ensure development is resilient to climate impacts.

Policy CE-13.1. Direct new development, utility and transportation infrastructure, and capital facilities into areas where exposure to climate hazards is low, and/or where climate mitigation strategies can be effective at reducing risks.

Related Goals and Policies: see [Policy LU-4.1](#), ~~Policy LU-4.1~~, [Policy LU-4.6](#), ~~Policy LU-4.6~~, [Policy T-4.3](#), ~~Policy T-4.3~~, [Policy U-5.1](#), ~~Policy U-5.1~~, and [Policy CF-7.9](#).

Policy CE-13.2. Identify and implement strategies to increase the resilience of the shoreline environment to sea-level rise and other climate hazards, while also protecting shoreline ecological functions, allowing water-dependent uses, and providing public access.

Related Goals and Policies: see [Goal EC-2](#), ~~Goal EC-2~~, [Policy LU-4.1](#), ~~Policy LU-4.1~~, [Policy LU-5.1](#), ~~Policy LU-5.1~~, [Policy LU-8.1](#), ~~Policy LU-8.1~~, [Policy T-3.20](#), ~~Policy T-3.22~~, and ~~Policy T-4.9~~, [Goal EC-2](#).

Policy CE-13.3. Establish or maintain development regulations that incorporate best practices for reducing the risk of wildfire, extreme heat, flooding, and other climate-exacerbated hazards.

Related Goals and Policies: see [Policy LU-4.3](#), ~~Policy LU-4.3~~ and [Policy LU-4.6](#).

Policy CE-13.4. When feasible, consider acquiring properties or easements on properties that are vulnerable to climate-exacerbated hazards and are or will become unsuitable for development.



Goal CE-14. Resilient Transportation System. Ensure that the local transportation system — including infrastructure, routes, and travel modes — can withstand and recover quickly from the impacts of extreme weather events and other hazards exacerbated by climate change.

Policy CE-14.1. Coordinate with WSDOT to identify plans to increase resilience of SR-20, a critical access and evacuation route for Anacortes, to high-tide flooding, future sea level rise, and landslides.

Policy CE-14.2. Continue to expand recreational trail systems in Anacortes that are resilient to coastal flood impacts and sea level rise and explore how trail design and maintenance can support adaptation while also providing positive benefits to the environment.

Related Goals and Policies: see [Policy T-2.7](#), ~~Policy T-2.7~~ and ~~Policy T-4.9~~.



Policy CE-14.3. Reduce stormwater impacts from transportation and development through watershed planning, redevelopment and retrofit projects, and low-impact development.

- A. Coordinate with State, regional, and local agencies to plan and prioritize culvert upgrades that consider climate impacts to ensure fish passage barrier removal and stormwater management needs.

Related Goals and Policies: see [Policy T-4.1](#), ~~Policy T-4.1~~ and [Policy T-4.3](#).

Goal CE-15. Preparation and Emergency Response. Enhance emergency preparedness, response, and recovery efforts to mitigate risks and impacts associated with extreme weather and other hazards worsened by climate change.

Policy CE-15.1. Monitor evacuation plans and outreach materials and update as needed to consider natural hazards and climate impacts, to help residents plan and practice actions that make evacuation quicker and safer.

- A. Map transportation infrastructure that is vulnerable to repeated floods, and other natural hazards, and designate alternative travel routes for critical transportation corridors when roads must be closed.

Related Goals and Policies: see [Policy EC-2.15](#), ~~Policy EC-3.8~~, [Policy EC-2.20](#), ~~Policy EC-3.13~~, and [Policy T-1.9](#).

Policy CE-15.2. Continue to operate cooling centers at the Anacortes Senior Activity Center and the Anacortes Library and expand access to resilience hubs - safe gathering spaces during extreme weather events - by updating and/or maintaining HVAC, air filtration, and back-up power systems in select publicly-oriented City facilities.

Related Goals and Policies: see [Policy CF-7.8](#).

Policy CE-15.3. Develop and implement a strategy to expedite management of debris (e.g., downed tree limbs and buildings blocking roads and streams) after a disaster incident to reduce the risks of subsequent fire, flood, injury, and disease vectors.

Goal CE-16. Protecting Water Infrastructure. Protect and preserve water quality and quantity from drought, extreme heat, and other hazards exacerbated by climate change.

Policy CE-16.1. Continue to develop Surface and Stormwater, Wastewater, and Drinking Water system plans and facility improvements that incorporate climate change mitigation and resilience.

Related Goals and Policies: see [Policy U-8.3](#), ~~Policy U-8.3~~ and [Policy U-8.4](#).



Policy CE-16.2. Consider overall energy use, resilience needs, and opportunities for innovative design approaches when developing plans to replace the City's Wastewater Treatment Plant.

Related Goals and Policies: see [Policy U-5.1](#). ~~Policy U-5.1~~ and Goal U-6.

Policy CE-16.3. Promote use of Green Stormwater Infrastructure (GSI) strategies whenever feasible to help manage stormwater, improve water quality, reduce impervious surfaces, and promote shade to lower temperatures.

Related Goals and Policies: see [Policy T-4.1](#). ~~Policy T-4.1~~ and Policy T-4.3.

Policy CE-16.4. Manage water resources sustainably in the face of climate change through smart irrigation, stormwater management, preventative maintenance, water conservation and wastewater reuse, plant selection, and landscape management.

Related Goals and Policies: see [Policy CF-7.4](#). ~~Policy CF-7.4~~ and Policy PR-6.13.

Policy CE-16.5. Continue to coordinate with local fire officials during periodic updates to the Water System Plans.

Related Goals and Policies: see Goal U-8.



ANACORTES

Comprehensive Plan 2025 - 2045

Volume II: Background Information

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Land Use Background

Background and Context

Growth Management Act

The Growth Management Act (GMA) requires that cities provide a comprehensive plan with a Land Use Element to designate the proposed categories (residential, commercial, etc.) and intensities of uses of land. The process of designating future land uses must account for future population growth, and be supported by adequate levels of public facilities and services. In this respect, the Land Use Element is an explicit statement of the ultimate vision for the City and determines the capacity of the infrastructure necessary to serve the projected land uses. [The Growth Management Act \(RCW 36.70A.070\)](#) requires that a land use element contain the following:

- Designation of the proposed general distribution, location and extent of ~~land for all projected~~ [the uses of land, including housing, commerce, industry, recreation, open spaces and green spaces, urban and community forests within the urban growth area, general aviation airports, public utilities, public facilities, and other land uses.](#)
- Population densities, building intensities and estimates of future population growth.
- [Provisions for protection of the quality and quantity of ground water used for public water supplies.](#)
- [Special consideration given to achieving environmental justice in goals and policies, including efforts to avoid creating or worsening environmental health disparities.](#)
- [Whenever possible, c](#)Consideration of urban planning approaches to promote physical activity [and reduce per capita vehicle miles traveled within the jurisdiction, but without increasing greenhouse gas emissions elsewhere in the state.](#)
- Review of drainage, flooding, and stormwater runoff and guidance for [corrective actions to mitigate or cleanse those](#) discharges that pollute waters of the state. ~~(WAC 365-196-405)~~
- [The element must reduce and mitigate the risk to lives and property posed by wildfires by using land use planning tools, which may include, but are not limited to, adoption of portions or all of the wildland urban interface code developed by the international code council or developing a building and maintenance standards consistent with the firewise USA program or similar program designed to reduce wildfire risk, reducing wildfire risks to residential development in high risk areas and the wildland urban interface area, separating human development from wildfire prone landscapes, and protecting existing residential development and infrastructure through community wildfire preparedness and fire adaptation measures.](#)

Countywide Planning Policies

The CPPs for Skagit County include goals that match GMA's planning goals for urban growth and sprawl reduction, among others. Policies focus on directing growth to urban growth areas (UGAs) and prioritizing infill before expanding city limits or UGA boundaries. CPPs also provide adopted population and employment allocations for urban growth areas and unincorporated Skagit County, procedures for allocating growth, direction for use of consistent land capacity analysis methodologies across jurisdictions, and a process for monitoring growth in the County. ~~Similarly, the Skagit County Countywide Planning Policies (CPPs) provide guidance that was consulted as part of the Land Use Element update.~~

Existing Land Use Patterns

Incorporated City

The City is substantially developed, with approximately ~~456,800~~ gross acres of the total land area remaining vacant or partially vacant. Residentially ~~designated-zoned~~ vacant land is characterized ~~mostly~~ by single lots scattered ~~mostly~~ throughout ~~developed single family~~ neighborhoods rather than large contiguous tracts of land, with a few larger areas ~~east of the intersection of 32nd Street and H / I Avenue near the Washington State ferry terminal, northeast of D Ave and 32nd St~~, and near 41st Street. Most of these sites are ~~designated-zoned~~ for low to medium density residential uses. A larger area of undeveloped land located southwest of Sharpe's Corner (SR 20 and SR20 Spur intersection), is zoned for high density residential and mixed business uses.

Anacortes has two large areas of undeveloped or underdeveloped property in ~~mixed use commercial~~ and industrial areas: the Fidalgo Bay ~~Commercial-Marine~~ Mixed Use and Industrial Areas (defined by 17th Street to the north, 34th Street to the south, R Avenue to the west, and Fidalgo Bay to the east); ~~primarily undeveloped areas or marine related uses~~ and the land adjacent to SR-20 from approximately Reservation Road to Sharpe's Corner.

Single family residential development accounts for approximately 24% of land use in the community. Multi-family residential development, accounts for approximately 2% of land use, and is primarily located near the ~~mixed use commercial~~ areas along Commercial Ave ~~and R Avenues Ave (SR-20 spur), the Operations Division of Anacortes Public Works east of the intersection of D Avenue and 37th Street (SR-20 spur), the Operations Division of Anacortes Public Works~~, and Skyline.

Parks, recreation, and open space account for approximately 49% of land use in Anacortes. Nearly all of this land is part of the Anacortes Community Forest Lands (ACFL), a mosaic of forest, wetlands, lakes, and meadows surrounding Cranberry, Heart, and Whistle Lakes. Other large park, recreation, and open space lands include Washington Park on the west shore of the city and Cap Sante Park in the northeast.

Unincorporated Urban Growth Area

The unincorporated portion of the City of Anacortes's Urban Growth Area (UGA) contains approximately 2,100 acres to the north and south of SR-20 in March Point and near Padilla Heights Road. Existing land uses in the unincorporated UGA are primarily Industrial/Manufacturing with areas of pasture/open space on March Point and a mixture of light industrial development and acreage with single family residences located near Padilla Heights Road.

When unincorporated UGA lands are included in the analysis, single-family residential development decreases from approximately 24% to 18% of land use in the community and parks, recreation, and open space decreases from approximately 46% to 37%. Industrial/manufacturing land use increases from 2% to approximately 18% and resource production uses increase from less than 1% to 5%. All other uses remain at relatively low percentages of overall existing land use in the community.

Table LU-1 summarizes estimated acreages for existing land uses within the City of Anacortes and Anacortes's UGA. Figure LU-1 provides a map of the existing land use pattern.

Table LU-1. Inventory of Existing Land Uses in the City of Anacortes & Anacortes's Urban UGA.

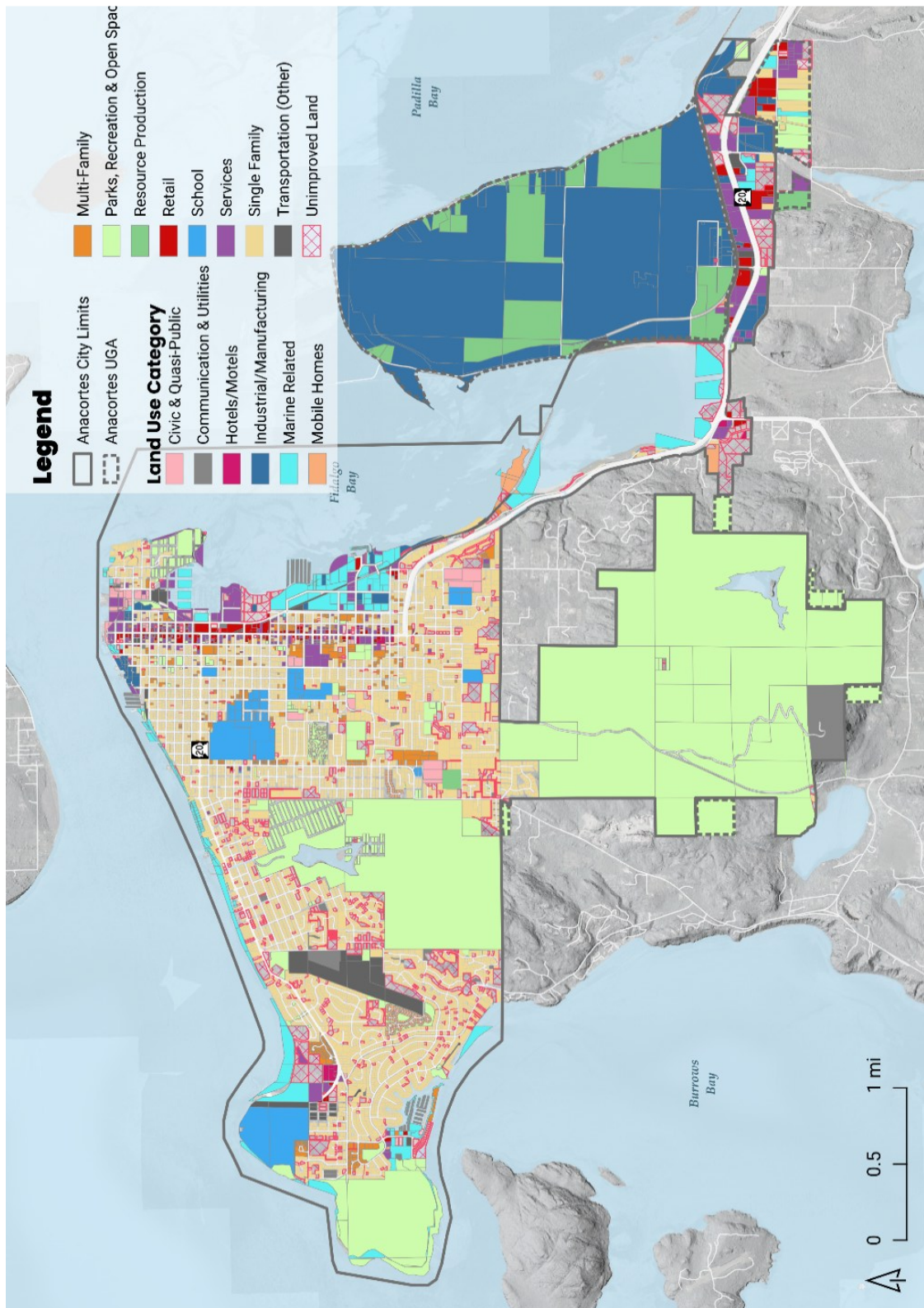
Land Use Type	City		City + Uninc. UGA		Uninc. UGA	
	Acre	% of Total	Acre	% of Total	Acre	% Change
Civic & Quasi-Public	64	1.0	64	0.7	–	–
Communication & Utilities	103	1.6	103	1.2	–	–
Hotels/Motels	15	0.2	15	0.2	–	–
Industrial/Manufacturing	120	1.8	1,599	18.6	1,479	1,229.2
Marine Related	328	5.0	338	3.9	11	3.2
Mobile Homes	46	0.7	49	0.6	2	5.0
Multi-Family	123	1.9	123	1.4	–	–
Parks, Recreation & Open Space	3,030	46.3	3,186	35.7	145	5
Resource Production	10	0.2	421	4.9	411	4,210.0
Retail	72	1.1	95	1.1	23	31.3
School	223	3.4	223	1.7	–	–
Services	204	3.1	240	2.1	36	17.5
Single Family	1,560	23.8	1,598	18.9	39	2.5

Transportation (Other)	136	2.1	142	1.9	6	4.5
Unimproved Land	504	7.7	524	8.0	20	3.9
Total	6,541		8,605		2,065	

Source: Skagit County Assessor.

Note that current use information is drawn from Skagit County Assessor data [as of June 2025](#) for tax assessment purposes and may not accurately reflect all land uses.

Figure LU-1. Existing Land Uses in the City of Anacortes and Urban Growth Area



Source: Skagit County Assessor's Office, City of Anacortes

Population

The population of Anacortes increased by approximately 128% from 2010-2020 (~21,300 people), after increasing 827% from 2001990 to 2010. Assuming a constant annual growth rate of 1.24%, the city grew at a slightly faster~~lower~~ rate than Skagit County overall (1.093%). The WA State Office of Financial Management (OFM) estimates Anacortes's 202415 population at 186,270~~340~~. Tables LU-2 and LU-3 show historic growth trends in Skagit County and comparison cities.

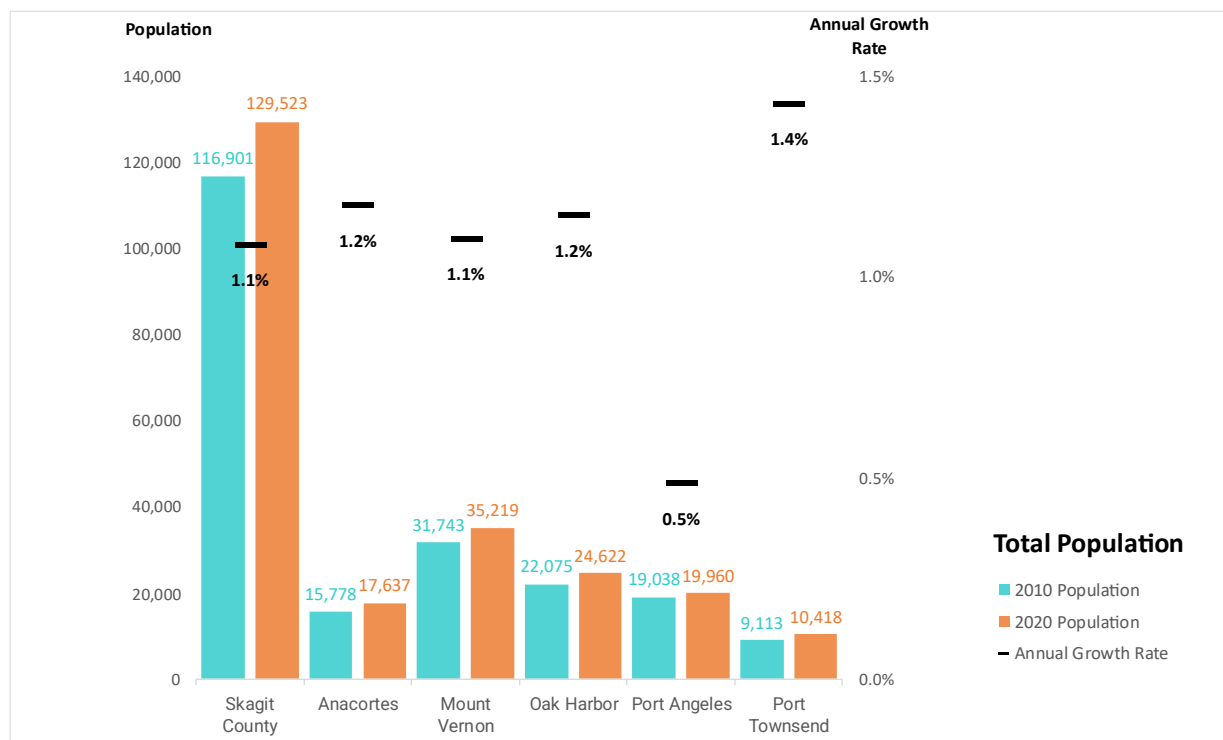
Table LU-2. City of Anacortes and Skagit County Historic Population Growth Comparison.

Place	<u>2000</u> 1990	2010	2020	Percent Change 2010-2020	Avg. Annual Growth 2010-2020*
Anacortes	<u>14,514</u> 1,451	<u>15,778</u> 4,557	<u>17,637</u> 5,778	<u>128</u> %	<u>1.24</u> 0.8 %
Skagit County	<u>102,979</u> 79,555	<u>116,902</u> 02,979	<u>129,523</u> 16,901	<u>114</u> %	<u>1.09</u> 3 %

Source: U.S. Census 2000~~1990~~, 2010, and 2020

*Assumes constant growth rate.

Table LU-3. Population Growth in Skagit County and Comparison Cities.



Growth Allocations and Capacity

Under RCW 36.70A.070 and .115, each county fully planning under the Growth Management Act must determine growth projections in consultation with its cities. These projections are then adopted, and the county and cities must use the projections in their comprehensive planning process. For Skagit County and its cities, the process of setting and reviewing growth allocations for the County and by urban growth area is set out in the Skagit County Countywide Planning Policies.

For the 2025 periodic update, updated projections of countywide population, housing units, and employment growth through 2045 were developed using data published by state and federal agencies, as well as data provided by the Skagit Council of Governments. The allocation methodology can be found here: <https://www.scog.net/growth-management/growth-projections-and-allocations/>. The final allocations of population, housing and employment growth in Skagit County were adopted by the Board of Skagit County Commissioners on March 25, 2025 (Ordinance O2025002, Appendix A). The final allocations from Appendix A of the Countywide Planning Policies are shown below:

Table 1 Final 2045 Population Allocations in Skagit County						
Urban Growth Areas		2022 Population Estimates	2045 Final Population Allocations	2022-2045 Projected Population Growth		
				Amount	Percent of Total Growth	Percent Growth by Area
Anacortes		17,983	22,971	4,988	16.9%	27.7%
Burlington		12,111	16,930	4,819	16.3%	39.8%
Mount Vernon		37,679	46,460	8,781	29.7%	23.3%
Sedro-Woolley		14,096	18,582	4,486	15.2%	31.8%
Concrete		949	1,130	181	0.6%	19.1%
Hamilton		302	302	0	0.0%	0.0%
La Conner		980	1,191	211	0.7%	21.5%
Lyman		425	425	0	0.0%	0.0%
Bayview Ridge		1,694	1,694	0	0.0%	0.0%
Swinomish		2,565	2,764	199	0.7%	7.8%
UGA Subtotal		88,784	112,449	23,665	80.0%	N/A
Rural (outside UGAs)		42,465	48,381	5,916	20.0%	13.9%
Grand Total		131,249	160,830	29,581	100.0%	N/A

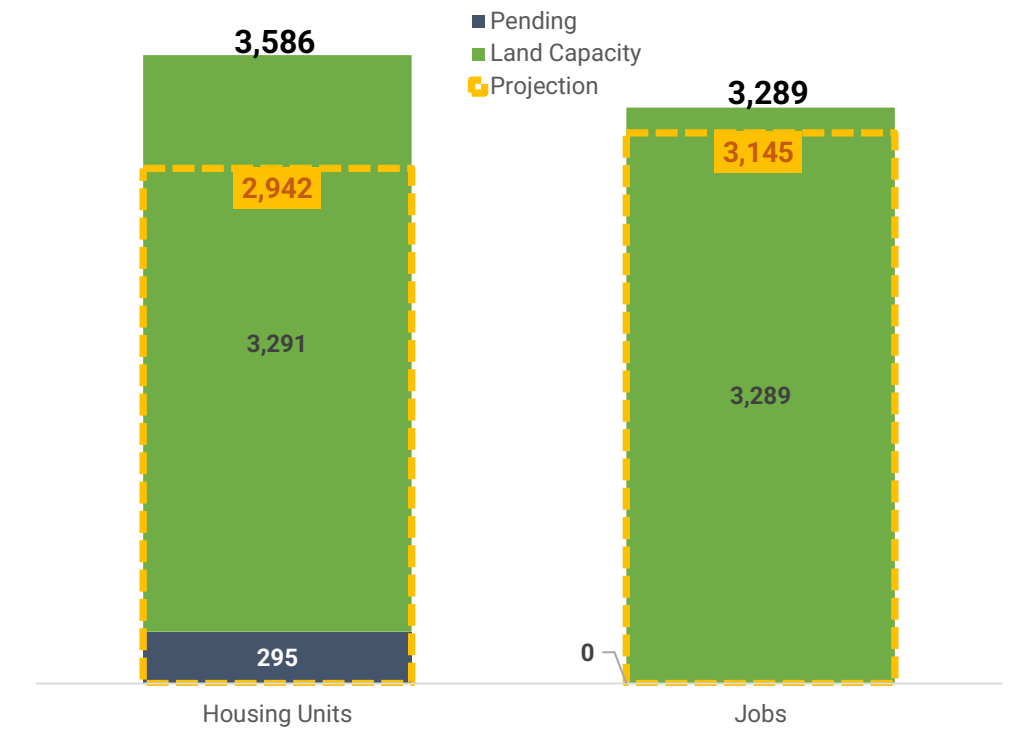
Table 2. Final Allocations of Net New Housing Needed (2020-2045)								
		Final Allocations of Net New Housing Needed (2020-2045)						
Urban Growth Areas		0-30% AMI*	31-50% AMI	51-80% AMI	81-100% AMI	101-120% AMI	Above 120% AMI	Total
Anacortes		943	604	422	226	201	546	2,942
Burlington		911	584	408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

UGA's)								
	Grand Total	4,474	2,868	2,504	1,340	1,189	5,075	17,450

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

As part of this Comprehensive Plan update, the city and consultant team conducted a Land Capacity Analysis (LCA) for housing and employment, including housing by income band as required by updates to the GMA resulting from HB 1220. As shown in the tables above, Anacortes must plan for 2,942 new housing units and 3,145 new jobs through 2045. The chart below shows the overall results of the LCA. On vacant, partially-used, and redevelopable parcels, after accounting for critical areas, infrastructure and market reductions, and using expected future densities of development, the city has sufficient capacity for both housing units and jobs for this planning period.

CHART LU-1. Anacortes Housing Unit and Jobs Projections and Capacity Through 2045.



The State Office of Financial Management develops growth targets for each county based on its forecast for statewide growth over the next 20 years. Based on this information, Skagit County and its cities work collaboratively to allocate the targets to the cities and the unincorporated county. Countywide, the overall growth targets through 2045 are for 29,580 new residents and 20,526 new jobs. For Anacortes, the initial 20-year growth target (2025-2045) identified for planning purposes is 4,961 new residents and 3,145 new jobs. This translates to an average growth of 248 new residents and 157 new jobs per year.

residents and 15,704 new jobs each year. Following adoption of final growth allocations by the Growth Management Act Steering Committee (GMASC) for all jurisdictions, reconciliation of targets based on individual jurisdiction review of land capacity and community vision, and adoption of the targets by the Skagit County Board of County Commissioners, the final targets will be documented in the Skagit County Countywide Planning Policies (CPPs).

In 2023¹⁵, the City had approximately 8,768¹⁶ housing units. As detailed in Skagit County Growth Management Act Steering Committee (GMASC) Resolution 2023-01, Anacortes' projected housing need is 2,942 new Housing Units between 2020 and 2045. The City's population target for the 2016-2036 planning period of 5,895 new residents translates to 2,620 dwelling units based on the Anacortes household size of 2.25 persons per household reported in the 2010 US Census. In 2024¹⁵ the City conducted an analysis to determine residential and employment capacity under then-existing land use designations and development regulations. The analysis used data on buildable lands in Anacortes including vacant, partially used and re-developable land and estimated capacity for approximately 4,074²,320 additional dwelling units. As part of the 2025¹⁶ update, various changes in land use designations were proposed for various areas. The City analyzed potential land capacity based on existing land use designations implementation of those changes. Tables LU-4 & 5 show the findings for residential capacity and Table LU-56 shows the findings for employment capacity. For a description of the allowed uses and densities in the land use map designations, see Table LU-1 in the Land Use Element Volume 1. The estimated residential capacity within the land use designations adopted during the 2025¹⁶ Comprehensive Plan update is approximately 4,369³,347 additional dwelling units, which accommodates the 2045³⁶ growth projection target.

The table below shows the details of Anacortes's housing capacity by zone, including available vacant, partially-used, and redevelopable acreage and density assumptions.

Table LU-4. Land Capacity Analysis - Residential Capacity ~~Vacant and Partially-Vacant Land.~~

		<u>Net Vacant Acres</u>	<u>Net Redevelopable / Partially- Used Acres</u>	<u>Assumed Density (Vacant)</u>	<u>Assumed Density (Redevelopable/ Partially-Used)</u>	<u>Net New Unit Capacity</u>
RESIDENTIAL ZONES						
(AMC 19.40.030)						
Residential Low Density 1	R1	23.2	16.6	2.2	2.9	99
Residential Low Density 2	R2	59.4	6.8	4.5	5.8	307
Residential Low Density 2A	R2A	50.0	10.4	6.0	7.3	376
Residential Medium Density 3	R3	8.3	11.3	6.8	9.7	166
Residential Medium Density 3A	R3A	0.0	0.0	14.5	14.5	0
Old Town	OT	0.5	1.4	7.9	7.3	14
Residential High Density 4	R4	10.0	21.5	20.0	20.0	457
Residential High Density 4A	R4A	0.8	12.3	18.0	18.0	159
MIXED-USE ZONES (AMC 19.40.040)						
Central Business District	CBD	4.1	8.9	40.0	40.0	197
Commercial	C	14.6	17.9	28.0	28.0	641
Marine Mixed-Use	MM					
	U	14.0	5.5	15.0	15.0	251
Commercial Marine	CM	4.7	1.4	0.0	0.0	0
Commercial Marine 2	CM2	0.3	11.3	0.0	0.0	0
Public Use	P	0.7	0.0	0.0	0.0	0
INDUSTRIAL ZONES						
(AMC 19.40.050)						
Light Manufacturing	LM	7.8	1.4	0.0	0.0	0
Light Manufacturing 1	LM1	80.0	59.2	0.0	0.0	0
Manufacturing and Shipping	MS	0.6	0.2	0.0	0.0	0
Heavy Manufacturing	HM	17.0	66.7	0.0	0.0	0
Industrial	I	3.1	22.2	0.0	0.0	0
Aeronautical Zone	AZ	0.0	0.0	0.0	0.0	0
SPECIAL						
MJB Site		0.0	0.0	0.0	0.0	414
Additional ADUs		0.0	0.0	0.0	0.0	357
Pending Units		0.0	0.0	0.0	0.0	295
TOTALS		299.0	274.9			3,733

Zone ¹	Net Buildable Acres	Assumed Density	Estimated Additional Dwelling Units ²	Existing platted vacant lots	Estimated Capacity (DUs)
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Residential Low Density (R1)	562.273	32 units/acre	105	26	99131
Residential Low Density (R2)	49.27	5 units/acre			307
West of Anacopper Mine Rd.	85.7375.6	4 units/acre	197	293	490
East of Anacopper Mine Rd.		5 units/acre	429	207	636
Residential Low Density (R2A)	72.7	7 units/acre			376
Residential Medium Density (R3)	24.868	911 units/acre	271	26	166297
Old Town Overlay	0.71.28	89 units/acre	11	0	141
Residential High Density (R4)	20.18.45	208 units/acre	237	19	457256
Residential High Density (R4A)	1.0	18 units/acre			159
Commercial (C)	18.30.41	5028 units/acre	12	0	1,1592
Central Business District (CBD)	5.10.17	650 units/acre	8	0	3158
Marine Mixed Use	17.5	15 units/acre			251
MJB (17th—22nd)	9.87	40 units/acre	395	0	395
Skyline	1.64	28 units/acre	46	19	65
Ferry Terminal Rd.	1.75	30 units/acre	53	0	53
Commercial Marine 1 (CM1)	0.53	28 units/acre	15	0	15
Totals	<u>292</u>				<u>3,3032,369</u>

Table LU-5. Residential Capacity – Re-developable / Underutilized Land.

Zone ¹	Net Buildable Acres	Assumed Density	Estimated Additional Dwelling Units ²	Minus existing DU's	Estimated Capacity (DUs)
Residential High-Density (R4)	53,713.50	2028	378	86	457292
Residential High-Density (R4A)	16.4	18			159
Commercial (C)	29,89.68	540	387	5	1,159382
Central Business District (CBD)	14,83.68	650	184	8	315176
Maine Mixed Use (MMU) Skyline	9,23.21	1540	128	0	251128
Totals	123.9				2,341978

1. Only zones with residential capacity are shown

2. See City of Anacortes Land Capacity Analysis Methodology Residential & Employment Land Capacity Analysis Summary (5/7/2810/2415) for description of methodology and market factors and context deductions applied

HB 1220 amended the GMA to require that jurisdictions also plan for housing units based on targets by income band developed by the Department of Commerce for counties and allocated to cities. The tables above show the Skagit County allocation of housing units by income band to cities. The table below shows the results of Anacortes's LCA by income band. The city's zoning accommodates a variety of housing types that can provide units across the income band spectrum, shown in the "Housing Needs" column as a percentage of Countywide Area Median Income (AMI). Per Department of Commerce methodology, the housing needs are compared with capacity in three aggregated income groupings – low-income (0-80% AMI), moderate-income (80-120% AMI), and high-income (120% AMI and higher), which are associated with different zones. Multifamily housing is assumed to accommodate lower-income households, attached housing such as garden apartments, duplexes, and townhomes are assumed to accommodate middle-income households, and higher income households are assumed to be accommodated in detached single-family housing. As shown below, Anacortes has sufficient capacity under current zoning to meet its income band projections.

TABLE LU-1. Anacortes Housing Unit and Jobs Projections and Capacity Through 2045.

Income Band	Housing Needs	Aggregated Housing Needs	Pipeline Units	Remaining Housing Needs	Total Capacity	Surplus/ Deficit
0-30 PSH	339	1,957	43	1,914	1,975	61
0-30 Non PSH	604					
30-50	592					
50-80	422					
80-100	226	427	109	318	538	220
100-120	201					
120+	546	546	143	403	778	375
Total	2,930	2,990	295	2,635	3,291	656

1. Full methodology, details, and results of the LCA can be found in Appendix xxxx

The City's employment target for ~~2016-2036~~2020-2045 is ~~2,076~~3,145 new employees. In ~~2015~~2023, the City had approximately ~~9,503~~7,900 employees. The estimated employment capacity with the land use designations adopted during the ~~2016-2024~~ Comprehensive Plan update is ~~2,851~~3,289 additional employees, which accommodates the ~~2036-2045~~ growth target.

Table LU-56. ~~Buildable Lands~~Land Capacity Analysis - Employment Capacity (~~Vacant/Partially-Vacant Land~~).

		<u>Net Vacant Acres</u>	<u>Net Redevelopable/ Partially-Used Acres</u>	<u>Jobs per Acre in Commercial Buildings</u>	<u>Net Job Capacity</u>
<u>MIXED-USE ZONES (AMC 19.40.040)</u>					
<u>Central Business District</u>	<u>CBD</u>	<u>4.1</u>	<u>8.9</u>	<u>37</u>	<u>385</u>
<u>Commercial</u>	<u>C</u>	<u>14.6</u>	<u>17.9</u>	<u>45</u>	<u>731</u>
<u>Marine Mixed-Use</u>	<u>MMU</u>	<u>14.0</u>	<u>5.5</u>	<u>7.8</u>	<u>76</u>
<u>Commercial Marine</u>	<u>CM</u>	<u>4.7</u>	<u>1.4</u>	<u>15</u>	<u>92</u>
<u>Commercial Marine 2</u>	<u>CM2</u>	<u>0.3</u>	<u>11.3</u>	<u>15</u>	<u>174</u>
<u>Public Use</u>	<u>P</u>	<u>0.7</u>	<u>0.0</u>	<u>0</u>	<u>0</u>
<u>INDUSTRIAL ZONES (AMC 19.40.050)</u>					
<u>Light Manufacturing</u>	<u>LM</u>	<u>7.8</u>	<u>1.4</u>	<u>7.8</u>	<u>71</u>
<u>Light Manufacturing 1</u>	<u>LM1</u>	<u>80.0</u>	<u>59.2</u>	<u>7.8</u>	<u>1085</u>
<u>Manufacturing and Shipping</u>	<u>MS</u>	<u>0.6</u>	<u>0.2</u>	<u>7.8</u>	<u>6</u>
<u>Heavy Manufacturing</u>	<u>HM</u>	<u>17.0</u>	<u>66.7</u>	<u>5</u>	<u>419</u>
<u>Industrial</u>	<u>I</u>	<u>3.1</u>	<u>22.2</u>	<u>7.8</u>	<u>197</u>
<u>Aeronautical Zone</u>	<u>AZ</u>	<u>0.0</u>	<u>0.0</u>	<u>7.8</u>	<u>0</u>
<u>SPECIAL</u>					
<u>MJB Site</u>		<u>0.0</u>	<u>0.0</u>		<u>53</u>
<u>TOTALS</u>		<u>299.0</u>	<u>274.9</u>		<u>3,289</u>

<u>Zone¹</u>	<u>Net Buildable Acres²</u>	<u>Assumed Employees/Acre²</u>	<u>Employment Capacity</u>
<u>Airport Zone (AZ)</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Commercial (C)</u>	<u>1.7</u>	<u>21.8</u>	<u>36</u>
<u>Central Business District (CBD)</u>	<u>0.7</u>	<u>21.8</u>	<u>15</u>
<u>Marine Mixed-Use</u>	<u>30.1</u>	<u>15</u>	<u>452</u>
<u>Commercial Marine (CM)</u>	<u>2.1</u>	<u>15</u>	<u>32</u>
<u>Weaverling</u>			
<u>Commercial Marine 2 (CM2)</u>	<u>12.5</u>	<u>15</u>	<u>188</u>
<u>Heavy Manufacturing (HM)</u>	<u>82.6</u>	<u>7.8</u>	<u>644</u>
<u>Industrial (I)</u>	<u>9.2</u>	<u>9.2</u>	<u>72</u>
<u>Light Manufacturing (LM)</u>	<u>3.8</u>	<u>7.8</u>	<u>29</u>
<u>Light Manufacturing 1 (LM1)</u>	<u>177.0</u>	<u>7.8</u>	<u>1,381</u>

Manufacturing/Shipping (M/S)	0.4	7.8	3
Total			2,852

1. Only zones with employment capacity are shown

2. City of Anacortes. Land Capacity Analysis Methodology Draft Residential & Employment Land Capacity Analysis Summary. 5/28/247/10/15.

Land Use Designations & Zoning

Incorporated City

Over a third ~~Nearly half~~ of Anacortes is land designated ~~zoned~~ for public use (38%), which primarily includes the Anacortes Community Forest Lands, other parks, and public schools.

Almost another third of Anacortes is land designated for residential uses (32%). The residential land use designations are broadly categorized as low, medium, and high density residential areas and are implemented by six residential zones. Low density ~~single-family~~ residential zoning (R1, ~~and~~ R2, and R2A) accounts for approximately 25% of zoning in the city, most of which is zoned R2 or R2A. The R2 residential district are ~~is~~ intended to provide low-density housing types such as single-family detached dwellings, duplexes, and cottages ~~maintain and create single-family residential development through restricted uses and required minimum lot sizes~~. Most of the lands zoned R2 are central to the city with one small pocket north of Cap Sante park. The R1 district, which has larger minimum lot sizes than the R2 district, is located just north of the Anacortes Community Forest Lands and unincorporated Skagit County, and south of 41st St.

A mix of higher density residential (R4 and R4A, ~~R4B~~), commercial (C), mixed use (CBD), and commercial marine (CM, ~~CM1~~, and CM2) zones surround Commercial Ave north of 34th St. and south of 3rd St. R3 residential zones, which accommodate a mix of single-family homes, duplexes, triplexes, and ~~limited~~ small scale multi-family residences, are sited between the higher activity zones near Commercial Ave and the R2 zones. Some multi-family residential and commercial marine zones are also located in the west near Flounder Bay and Ship Harbor.

Approximately 9% of the city is land designated for commercial and mixed use (C, CBD, CM, and CM2), and 15% of the city is land designated ~~zoned~~ for manufacturing, industrial, and shipping uses (HM, I, LM, and LM1). ~~The majority of~~ manufacturing, industrial, and shipping uses are ~~which is~~ located along SR-20 south of Weaverling Rd and north of the Central Business District on the Guemes Channel.

Unincorporated Urban Growth Area

All of the City of Anacortes's unincorporated UGA lands are designated heavy or light manufacturing (HM and LM1). March Point, to the north of SR-20, is intended primarily for heavy manufacturing and closely related uses. Unincorporated UGA lands to the south of SR-20 are intended primarily to accommodate industrial type uses that do not need water access or proximity to the central business district or Commercial Avenue corridor.

When unincorporated UGA lands are included in the zoning analysis, single-family residential development decreases from approximately 28% to 22% of zoning in the community and public use decreases from nearly 43% to 33%. Industrial/manufacturing land use increases from 10% to approximately 30%.

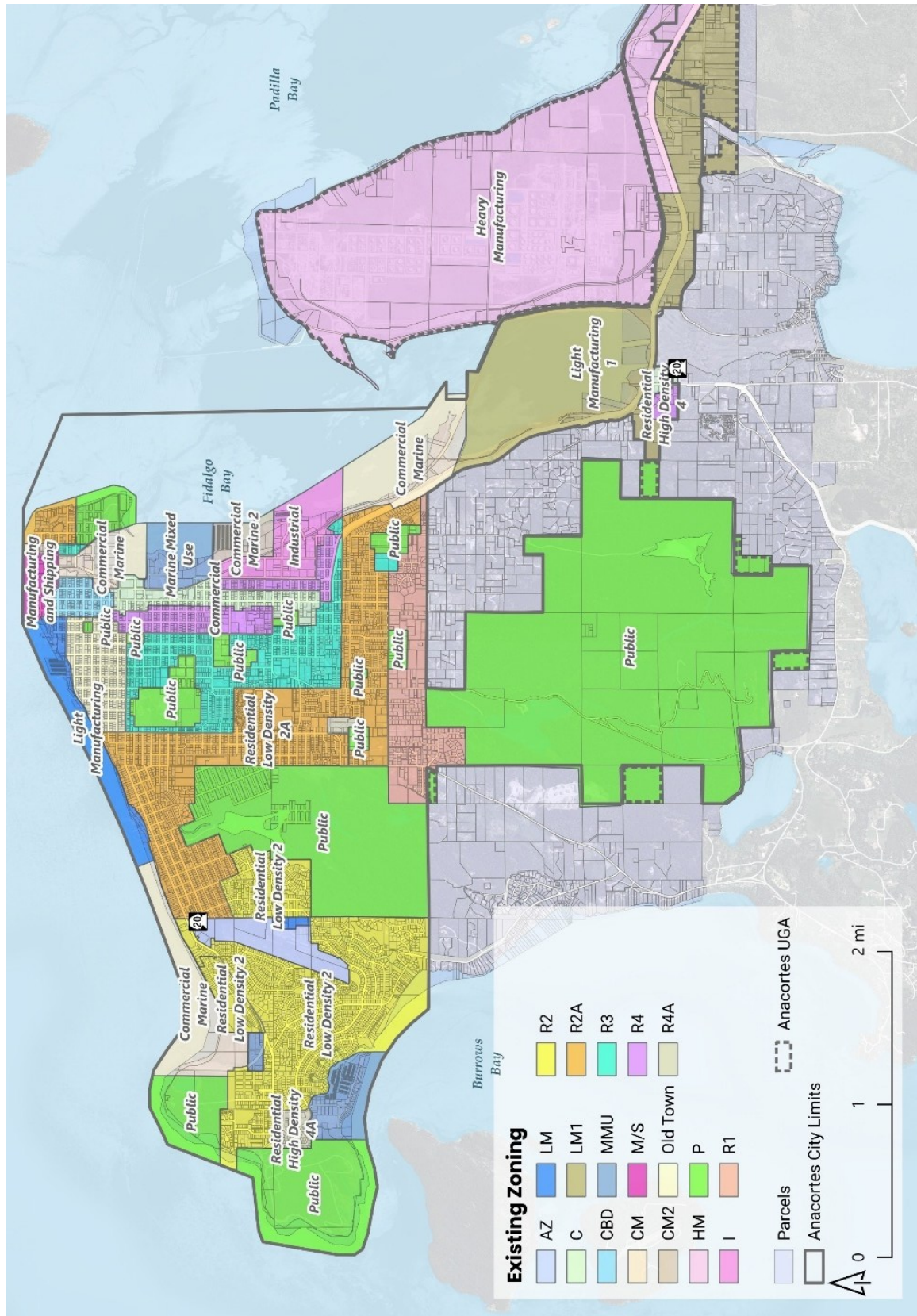
Table LU-7 and Figure LU-2 describe existing zoning within the City of Anacortes and Anacortes' s UGA.

Table LU-7. Zoning/Land Use Districts in the City of Anacortes and Anacortes' s Urban Growth Area.

Zoning/Land Use Designation	City		City + Uninc. UGA		Uninc. UGA	
	Acres	% of Total	Acres	% of Total	Acres	% Change
Airport Zone (AZ)	119	1.3	119	1.0	-	-
Commercial (C)	149	1.6	149	1.3	-	-
Central Business District (CBD)	59	0.6	59	0.5	-	-
Commercial Marine (CM)	544	5.8	544	4.7	-	-
Commercial Marine 2 (CM2)	62	0.7	62	0.5	-	-
Heavy Manufacturing (HM)	154	1.6	2,112	18.12	1,958	1,269.1
Industrial (I)	170	1.8	170	1.5	=	=
Light Manufacturing (LM)	174	1.8	174	1.5	-	-
Light Manufacturing 1 (LM1)	922	9.8	1,117	9.6	195	21.2
Marine Mixed Use (MMU)	248	2.6	248	2.1	-	-
Manufacturing/Shipping (M/S)	59	0.6	59	0.5	-	-
Old Town	156	1.7	156	1.34	-	-
Public Use (P)	3,591	38.1	3,698	31.70	-107.24	-3.0
Residential Low Density 1 (R1)	297	3.2	297	2.56	-	-
Residential Low Density 2 (R2)	989	10.5	989	8.5	-	-
Residential Low Density 2A (R2A)	990	10.5	990	8.6	-	-
Residential Medium Density (R3)	490	5.2	490	4.2	-	-
Residential High Density 4 (R4)	196	2.1	196	1.7	-	-
Residential High Density 4A (R4A)	54	0.6	54	0.5	-	-
Total	9,423		11,683		2,153	

	<u>City</u>		<u>City + Uninc. UGA</u>		<u>Uninc. UGA</u>	
<u>Land Use Designation</u>	<u>Acres</u>	<u>% of Total</u>	<u>Acres</u>	<u>% of Total</u>	<u>Acres</u>	<u>% Change</u>
<u>Airport Zone (AZ)</u>	<u>119</u>	<u>1.3</u>	<u>119</u>	<u>1.0</u>	<u>=</u>	<u>=</u>
<u>Commercial (C)</u>	<u>149</u>	<u>1.6</u>	<u>149</u>	<u>1.3</u>	<u>=</u>	<u>=</u>
<u>Central Business District (CBD)</u>	<u>59</u>	<u>0.6</u>	<u>59</u>	<u>0.5</u>	<u>=</u>	<u>=</u>
<u>Commercial Marine (CM)</u>	<u>606</u>	<u>6.5</u>	<u>606</u>	<u>5.2</u>	<u>=</u>	<u>=</u>
<u>Heavy Manufacturing (HM)</u>	<u>154</u>	<u>1.6</u>	<u>2,112</u>	<u>18.1</u>	<u>1,958</u>	<u>1,269.1</u>
<u>Industrial (I)</u>	<u>170</u>	<u>1.8</u>	<u>170</u>	<u>1.5</u>	<u>=</u>	<u>=</u>
<u>Light Manufacturing (LM)</u>	<u>1,096</u>	<u>11.6</u>	<u>1,291</u>	<u>11.1</u>	<u>195</u>	<u>21.2</u>
<u>Marine Mixed Use (MMU)</u>	<u>248</u>	<u>2.6</u>	<u>248</u>	<u>2.1</u>		
<u>Manufacturing/Shipping (M/S)</u>	<u>59</u>	<u>0.6</u>	<u>59</u>	<u>0.5</u>	<u>=</u>	<u>=</u>
<u>Old Town (OT)</u>	<u>156</u>	<u>1.7</u>	<u>156</u>	<u>1.3</u>		
<u>Public Use (P)</u>	<u>3,591</u>	<u>38.1</u>	<u>3,698</u>	<u>31.7</u>	<u>107.24</u>	<u>3.0</u>
<u>Residential Low Density 1 (RLD-1)</u>	<u>297</u>	<u>3.2</u>	<u>297</u>	<u>2.5</u>	<u>=</u>	<u>=</u>
<u>Residential Low Density 2 (RLD-2)</u>	<u>1,979</u>	<u>21</u>	<u>1,979</u>	<u>17.1</u>	<u>=</u>	<u>=</u>
<u>Residential Medium Density (RMD)</u>	<u>490</u>	<u>5.2</u>	<u>490</u>	<u>4.2</u>	<u>=</u>	<u>=</u>
<u>Residential High Density (RHD)</u>	<u>250</u>	<u>2.7</u>	<u>250</u>	<u>2.2</u>	<u>=</u>	<u>=</u>
<u>Total</u>	<u>9,423</u>		<u>11,683</u>		<u>2,260</u>	

Figure LU-2. Zoning Districts in the City of Anacortes and Anacortes's Urban Growth Area



Proposed Land Use Designation Changes

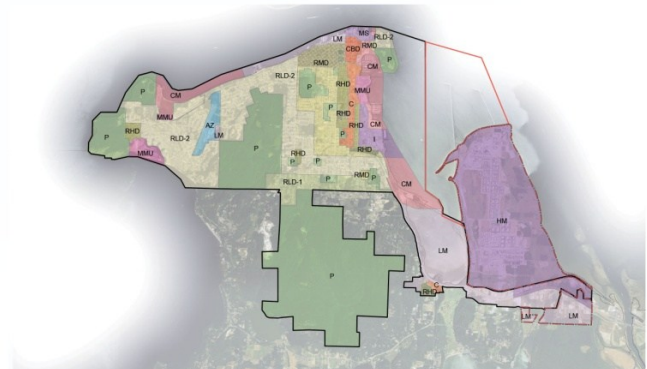
The maps on the following pages document the land use designation proposals (changes from the 2016² designations) that were integrated into the 2025¹⁶ Comprehensive Plan. -Potential changes ~~were initially identified~~ included those proposed by property owners and docketed by City Council, -based on community feedback, strategies from the Anacortes Housing Action Plan, and Climate Element work~~including three visioning workshops held in 2014, and based on Community Advisory Committee recommendations. A community workshop to evaluate the potential land use alternatives was conducted in February, 2015.~~ -The Planning Commission and City Council held multiple public comment meetings to take public input regarding the land use designation change proposals prior to identifying a preferred land use plan in ~~mid~~^{late} 2025¹⁵. -Public comment was again taken at public hearings before Planning Commission in September~~January~~, 2025¹⁶, prior to the Planning Commission recommendation to City Council on xxxxx.

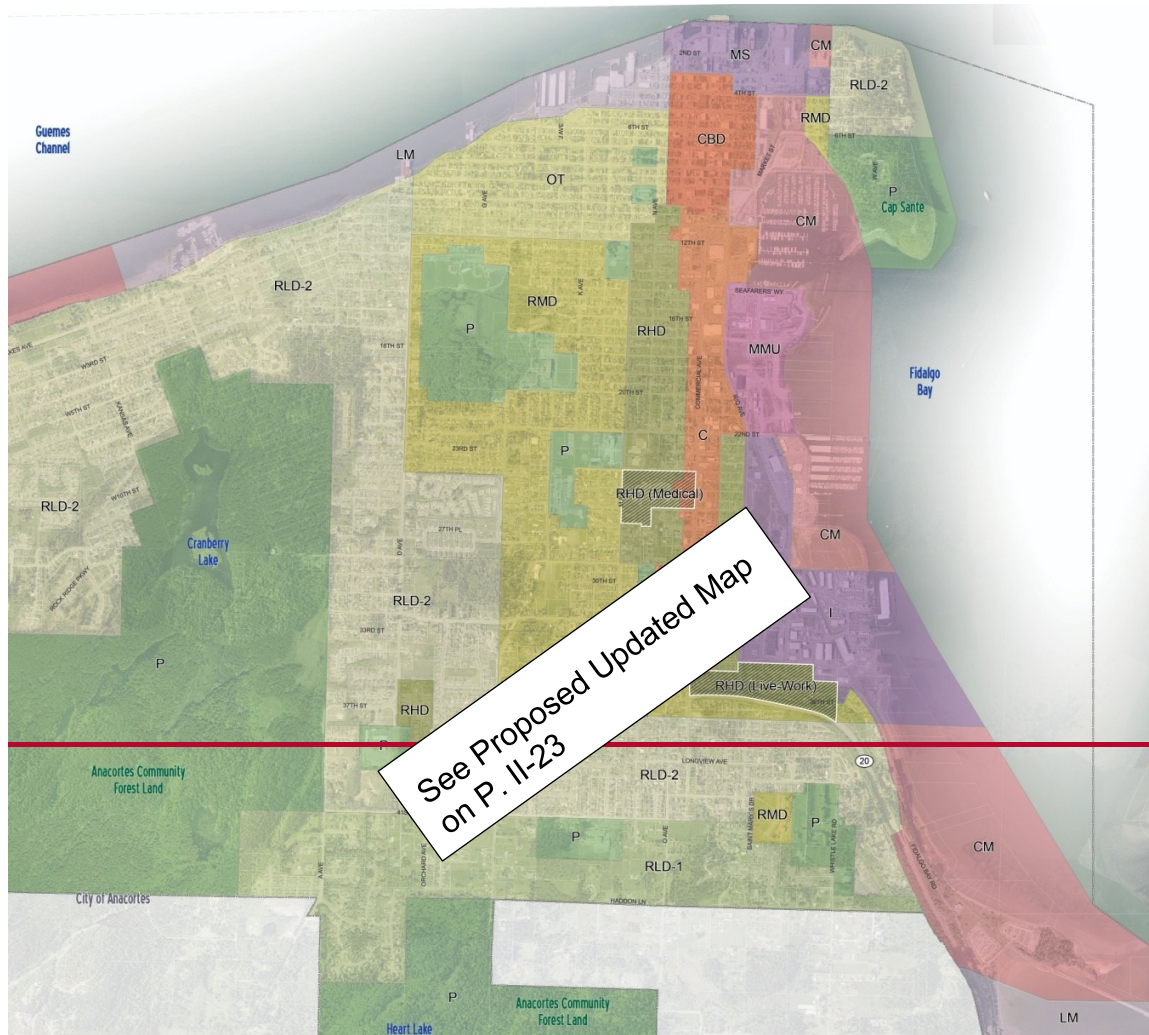
Figure LU-3. Land use designation proposals (changes from the existing designations) that were integrated into the 2016 Comprehensive Plan.

Future Land Use Map

Land Use Designation

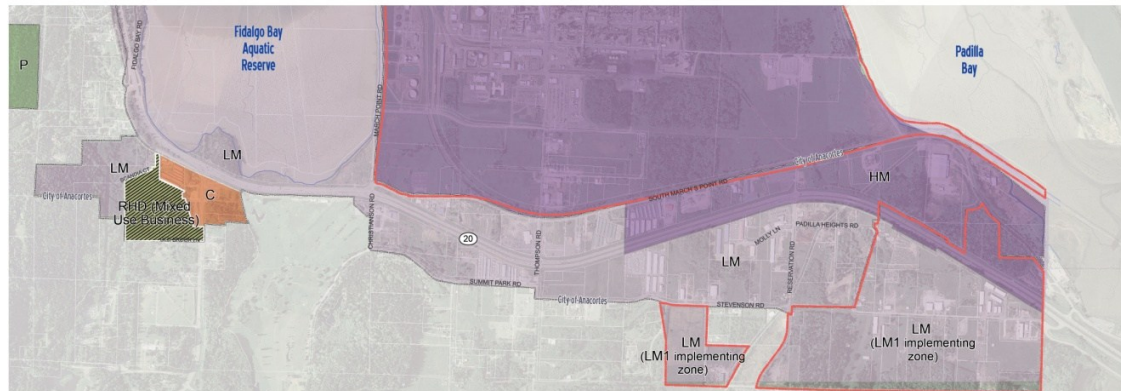
CBD	Central Business District
C	Commercial
CM	Commercial Marine
MMU	Marine Mixed Use
AZ	Airport Zone
HM	Heavy Manufacturing
I	Industrial
LM	Light Manufacturing
MS	Manufacturing/Shipping
P	Public Use
RHD	Residential High Density
RMD	Residential Medium Density
OT	Old Town
RLD-2	Residential Low Density 2
RLD-1	Residential Low Density 1
	Overlay Area
	City Limit
	UGA



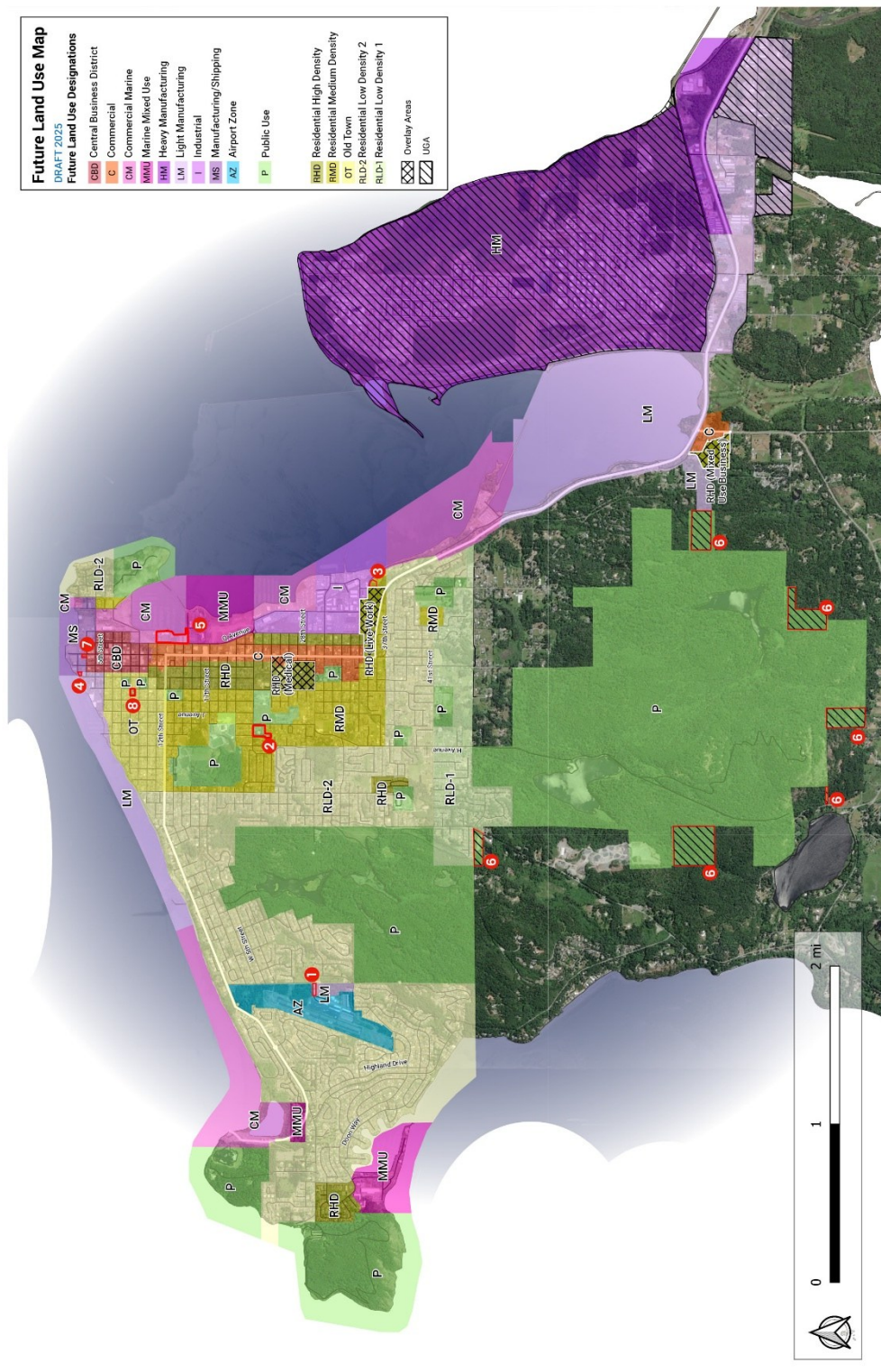


See Proposed Updated Map
on P. II-23

MARCH POINT INSET



Future Land Use Map – Proposed Changes



Housing Background

Background & Context

Growth Management Act (GMA)

The GMA requires that cities encourage the availability of affordable housing to all economic segments of the population of the state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock. ~~The GMA requires the Housing Element to:~~ [The matrix below shows the GMA requirements from RCW 36.70A.070\(2\) and where they are addressed in this plan.](#)

GMA Housing Element Requirement	Where Is This Requirement Addressed?
Recognize established neighborhood vitality & character;	Housing Goals & Policies (found in Vol. 1 of the Comprehensive Plan)
Inventory and analyze existing & projected housing needs	Background, Housing Needs, and Context Report (this document)
Have goals, policies & objectives for housing preservation, improvement and development	Housing Goals & Policies (found in Vol. 1 of the Comprehensive Plan)
Identify sufficient land for housing of various types;	Land Capacity Analysis (Appendix xxx)
Make adequate provisions for existing & projected needs of all economic segments of the community.	Adequate Provisions Checklists (Appendix xxx)
Identifies local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing, and policies and regulations to address and begin to undo these impacts.	Racially Disparate Impacts Background Report and Policy Review (Appendix xxx) Housing Goals & Policies (found in Vol. 1 of the Comprehensive Plan)
Identifies areas that may be at higher risk of displacement from market forces that occur with changes to zoning development regulations and capital investments, and establishes antidisplacement policies	Racially Disparate Impacts Background Report and Policy Review (Appendix xxx) Housing Goals & Policies (found in Vol. 1 of the Comprehensive Plan)

~~Recognize established neighborhood vitality & character;~~

- Inventory and analyze existing & projected housing needs;
- Have goals, policies & objectives for housing preservation, improvement and development;
- Identify sufficient land for housing of various types; and
- Make adequate provisions for existing & projected needs of all economic segments of the community.

Countywide Planning Policies (CPPs)

The CPPs for Skagit County were updated in March 2025, and include a housing goal that matches the GMA's housing goal above. The CPPs contain six housing policies, which focus on sufficient land capacity and adequate supply of housing for all income levels, housing diversity and affordability, public/private partnerships, innovative and environmentally sensitive design, maintaining and rehabilitating existing affordable housing stock, and multi-jurisdictional participation in programs and strategies to increase housing for low-income households, permanent supportive housing, and emergency shelters.

Envision Skagit 2060

This document includes a vision statement as a set of recommendations developed by the Envision Skagit 2060 Citizens Committee for what they believe today's county residents want the county to be like in 2060. The committee consisted of 12 citizen volunteers selected from a large pool of applicants by a committee of county commissioners and town mayors. Committee members conducted an extensive community outreach process that included events spread throughout the county and ultimately involved over 400 residents. The overarching land use recommendation is that existing urban communities within the county should grow up rather than out, become more compact rather than more sprawling, and mix compatible uses to create more complete, walkable communities, rather than continuing to isolate uses in ways that create ever greater reliance on the automobile to meet basic daily needs.

Key recommendations related to housing:

- We urge communities and stakeholders to work together to provide a wider variety of housing options for our urban and rural residents, as one means to address the serious lack of affordable housing in Skagit County.
- The greatest potential for bringing more residents into the urban environment is through creative and imaginative redevelopment of our historic downtowns and existing commercial strips, malls and big box centers.
- Higher densities can be achieved gracefully in existing residential neighborhoods through quality infill (e.g., well-designed cottage housing, accessory dwelling units and "granny flats").
- With proactive goals and policies to promote housing affordability and variety, creative redevelopment projects can and should be used as a tool to increase the overall supply of affordable housing units.
- Emphasize quality in site planning, design and construction.

- Affordable housing should be integrated into the fabric of our communities, not isolated in low-income enclaves.

Section 1 – Community Profile

The Community Profile discusses Anacortes’s current and future population and the age, race, and ethnicity of residents. It also discusses the size, income, and characteristics of the City’s households, as well as households with specific needs and risks such as cost-burdened households, older adults, and adults with disabilities. These demographic and household characteristics provide background and context for the types of housing required to better serve all of Anacortes’s residents.

Population & Demographics

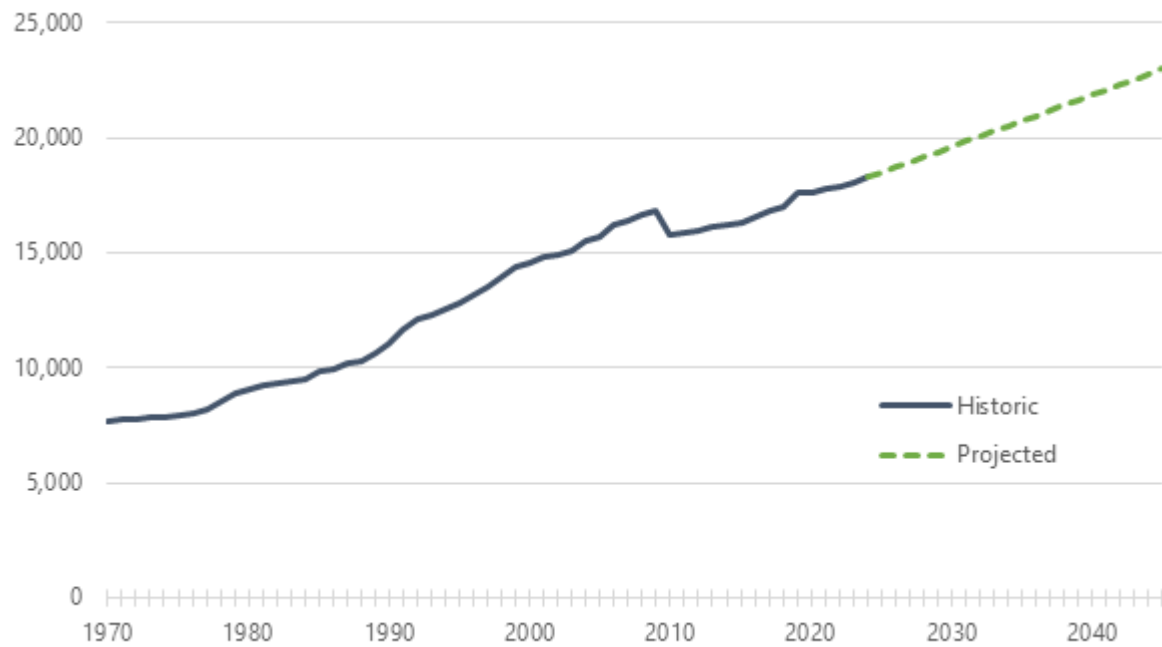
Historic and Future Population

As of April 2024, Anacortes’s estimated population was 18,270, according to data from the Washington Office of Financial Management (OFM). The City’s population has generally increased at a steady rate, adding more than 10,000 people since 1970 at an annual growth rate of 1.6 percent. The city’s 2045 population allocation from Skagit County is 22,971, an increase of 4,988 over the 2022 population. The city must accommodate the housing needs of this level of population increase through the comprehensive plan.

~~The population of Anacortes increased by approximately 8% from 2000 to 2010, from a population of 14,557 to 15,778 (US census). The State Office of Financial Management’s (OFM) 2015 population estimate for Anacortes is 16,310.~~

~~Like many communities throughout the state, Anacortes features a high percentage of one to two-person households. Per the US Census American Community Survey 2008-2012 estimates, 66% of the city’s occupied housing units were residents living alone (28%) or families with two people (38%). Table H-1 below illustrates the breakdown of households with three or more persons.~~

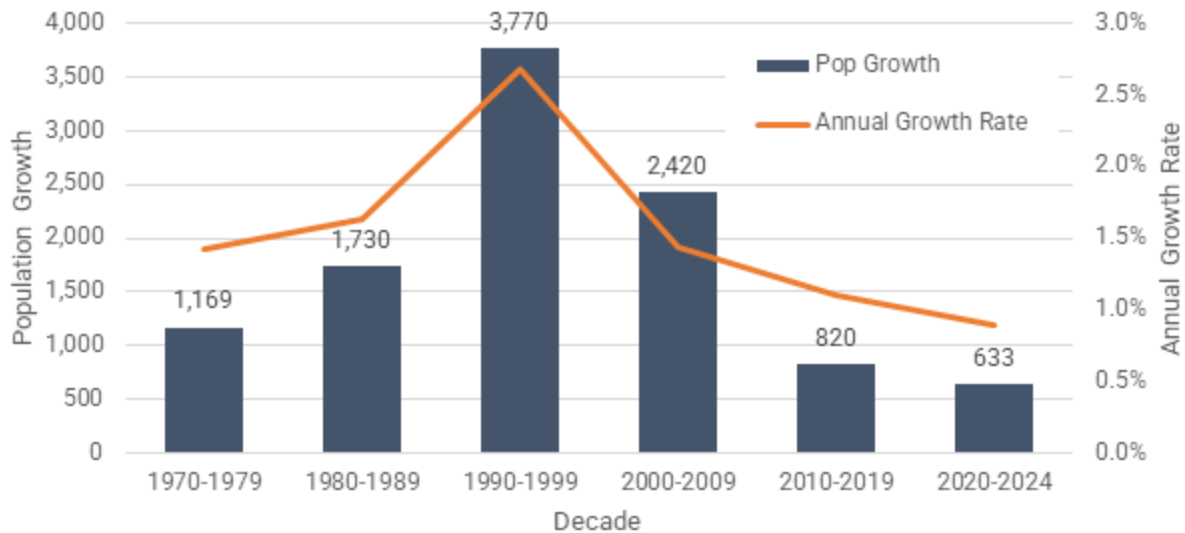
Figure H-1. Anacortes Population, Historic Through 2024 and Projected Through 2045



Source: WA OFM (Historic Population), Skagit County Resolution 2023-01 (Projections)

The 1990s was the fastest growing decade in Anacortes's history. The population growth rate has slowed in the years since. The city grew by fewer than 1,000 residents between 2010 and 2019, after growing by an average of over 2,000 people per decade from 1970 until 2009. The number of people added in the 2020s is on pace to surpass the 2010s, but will likely not reach the number of people added per decade between 1970 to 2009.

Figure H-2. Anacortes Population Growth Per Decade



Source: WA OFM (Historic Population Estimates).

Age, Race/Ethnicity, and Language

The following chart shows the racial makeup of the Anacortes and Skagit County populations. Anacortes is about 15% BIPOC (Black, Indigenous, People of Color), compared to 28% in Skagit County. The Hispanic/Latino population is the city’s largest race/ethnic category other than white, and has increased since 2012. Mixed-race residents have also increased in Anacortes, reflecting increasing mixed-race populations seen on more recent Census and ACS data nationwide.

Figure H-3. Racial Distribution in Anacortes and Skagit County

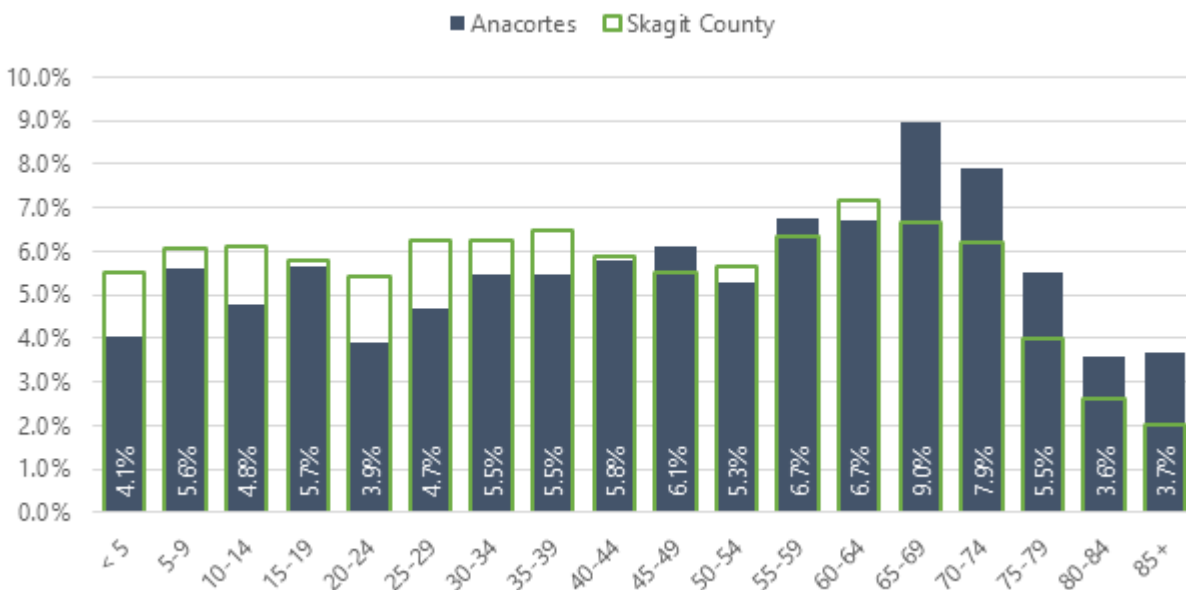
	<u>Anacortes</u>			<u>Skagit County</u>		
<u>Race or Ethnic Category</u>	<u>2012</u>	<u>2022</u>	<u>Change</u>	<u>2012</u>	<u>2022</u>	<u>Change</u>
<u>White</u>	<u>13,833</u>	<u>15,122</u>	<u>1,289</u>	<u>89,980</u>	<u>93,322</u>	<u>3,342</u>
<u>Black or African American</u>	<u>106</u>	<u>99</u>	<u>-7</u>	<u>632</u>	<u>882</u>	<u>250</u>
<u>American Indian and Alaska Native</u>	<u>123</u>	<u>151</u>	<u>28</u>	<u>1,810</u>	<u>1,562</u>	<u>-248</u>
<u>Asian</u>	<u>330</u>	<u>374</u>	<u>44</u>	<u>2,006</u>	<u>2,636</u>	<u>630</u>
<u>Native Hawaiian and Other Pacific Islander</u>	<u>22</u>	<u>21</u>	<u>-1</u>	<u>192</u>	<u>195</u>	<u>3</u>

Some other race	37	24	-13	167	648	481
Two or more races	379	688	309	2,758	5,307	2,549
Hispanic or Latino	968	1,188	220	19,542	24,928	5,386
Total	15,798	17,667	1,869	117,087	129,480	12,393

Source: 2022 American Community Survey 5-Year Estimates, Table B03002

The Anacortes population generally skews older than the Skagit County population, meaning there is lower proportion of residents aged between 0 and 50 and a greater proportion of residents aged 50 and above. This difference is particularly striking in senior residents aged above 65, potentially demonstrating the importance of senior-suitable housing in Anacortes.

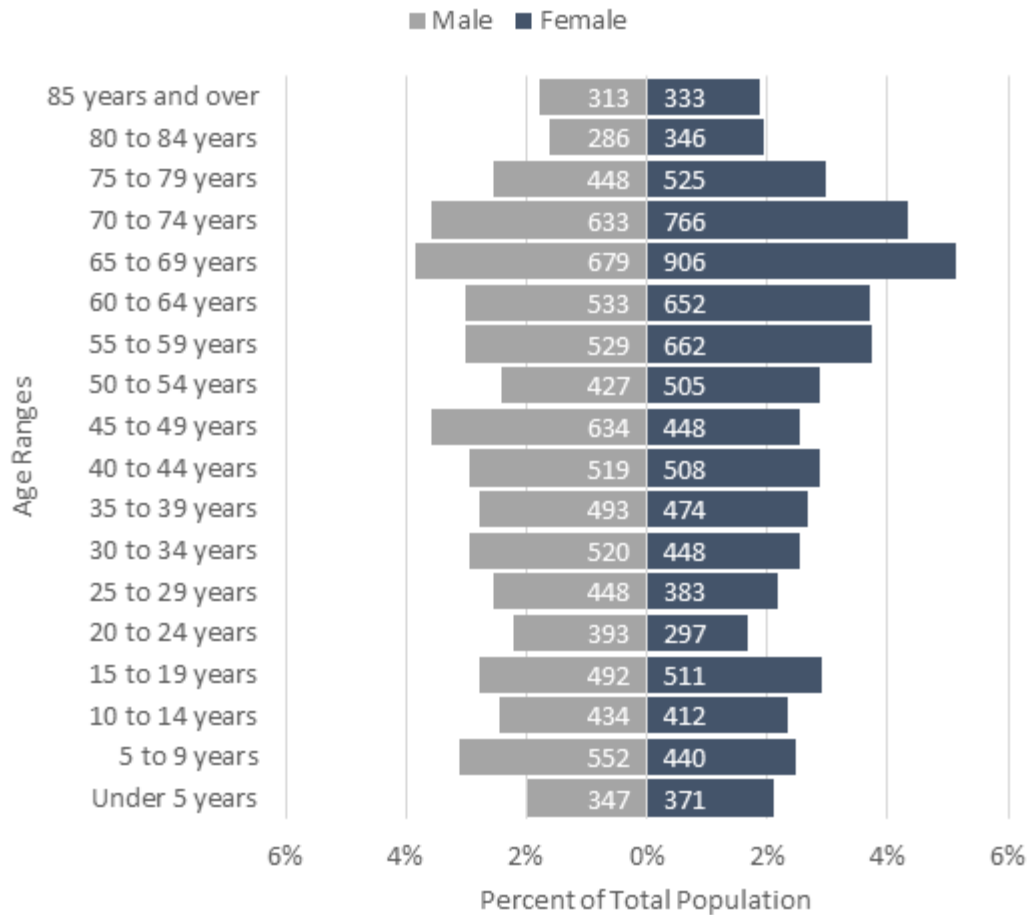
Figure H-1. [Figure H-4.](#) [Age Distribution in Anacortes and Skagit County](#)



Source: 2022 American Community Survey 5-Year Estimates, Table B01001

The chart below shows the age distribution of Anacortes residents by sex. As is the case in most communities, there is a greater proportion of females among those older than 50.

Figure H-5. [Age Distribution by Sex in Anacortes and Skagit County](#)



Source: 2022 American Community Survey 5-Year Estimates, Table B01001

Most Anacortes residents are citizens born in the USA. About 40 percent of Anacortes's residents were born in the state of Washington. About half were born in another state (including U.S. territories). Stakeholders interviewed for the Housing Action Plan provided additional anecdotal information that suggested there has recently been significant in-migration to Anacortes from the Seattle metropolitan area.

Figure H-6. Anacortes Residents Place of Birth

Place of Birth	Percent	Total
USA (same state)	40.7%	7195
USA (other state)	51.1%	9031
Europe	1.9%	341
Asia	1.9%	331
Africa	0.1%	23
Oceania	0.2%	38
Latin America	1.0%	181
Northern America	1.0%	183

Source: 2022 American Community Survey 5-Year Estimates, Table B05002

Most Anacortes residents speak only English at home. About three percent or 477 residents speak Spanish, 305 residents speak an Indo-European language, 246 residents speak an Asian or Pacific Island language, and 20 residents speak another language at home. Most of the City’s Spanish-speakers also speak English very well.

Figure H-7. Language Spoken at Home

Language	Percent	Total
English	93.89%	16,104
Spanish	2.78%	477
Speak English less than very well	0.49%	83
Indo-European languages	1.78%	305
Asian and Pacific Island languages	1.43%	246
Other languages	0.12%	20

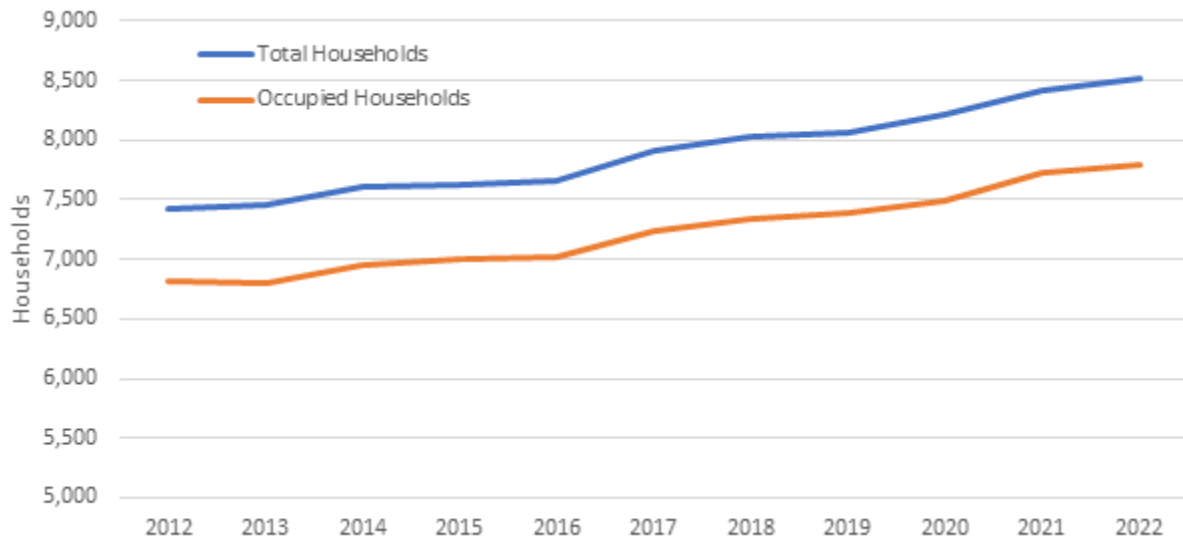
Source: 2022 American Community Survey 5-Year Estimates, Tables B16007, C16001

Household Characteristics

Household Size, Type, and Tenure

The U.S. Census Bureau defines a household as “all the people who occupy a housing unit.” Households can be comprised of any combination of related family members (“family households”), unrelated people, or individuals.¹ The 2022 American Community Survey estimated about 7,799 total households in Anacortes up from about 7,500 households in 2010—a compound annual growth rate of 0.33%. About 8.5 percent of housing units in Anacortes are not full-time occupied units. These include units for rent, for sale, second homes, and vacation rentals. The chart below shows total and occupied housing units in the city. ~~The vacancy rate among Anacortes households has remained relatively steady near 8.5% since 2012 and comprises of natural vacancies due to units for rent and for sale and vacation properties (including short-term rentals and second homes).~~ See Section 2 for more information on vacation properties.

Figure H-2. ~~Figure H-8.~~ **Household Counts**



Source: ACS 5-Year Estimates, Table B25002

The following table shows household composition in Anacortes and Skagit County. There is a lower proportion of family households in Anacortes compared to the County. Among non-family households, the City also has a higher share of householders living alone than the County, and about 19 percent of Anacortes residents are householders living alone who are aged 65 or older. This reflects a concentration of smaller household types (e.g., apartments) and senior living facilities in Anacortes and likely suggests an ongoing need for additional housing types of this nature.

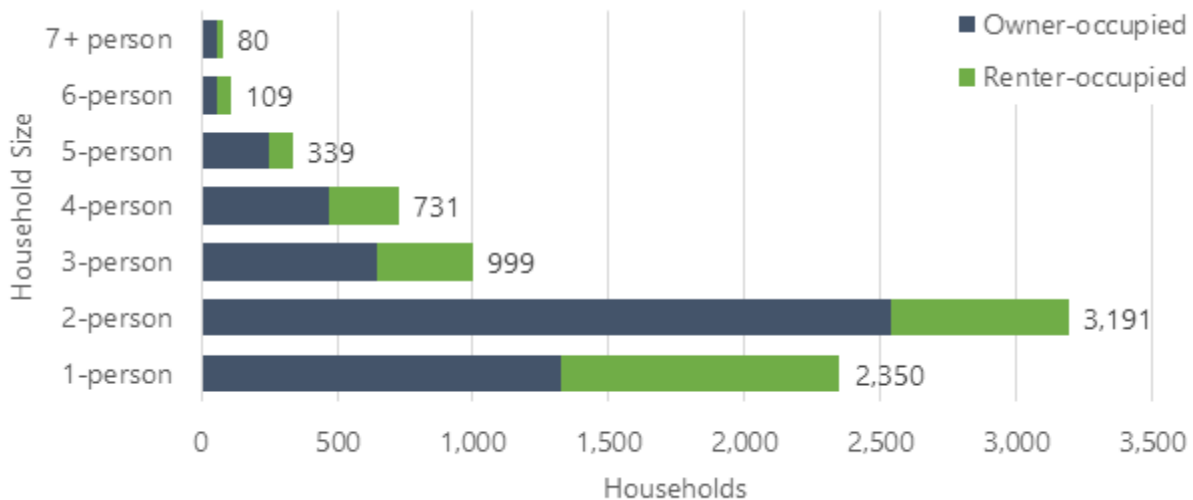
Figure H-9. Household Composition in Anacortes (2022)

Household Type	Anacortes		Skagit County	
	Total	Percent	Total	Percent
Total Households	7,799	100%	50,824	100%
Family households	4,896	63%	34,744	68%
Married-couple family	4,098	53%	26,861	53%
Other family	798	10%	7,883	16%
Nonfamily households	2,903	37%	16,080	32%
Householder living alone	2,350	30%	12,638	25%
Householder 65 years and over	1,496	19%	7,267	14%

Source: 2022 American Community Survey (ACS) 5-Year Estimates, Table S2501

As the following chart shows, more than 40% of Anacortes households are occupied by two people. Of these two-person households, 78% are owner-occupied. One-person households comprise 29% of total housing units in Anacortes, and 56% of these units are owner-occupied. Households containing three or more people account for less than one-third of all housing units and also tend to be owner-occupied.

Figure H-10. Tenure by Household Size, Anacortes (2022)



Source: 2022 American Community Survey (ACS) 5-Year Estimates, Table B25009

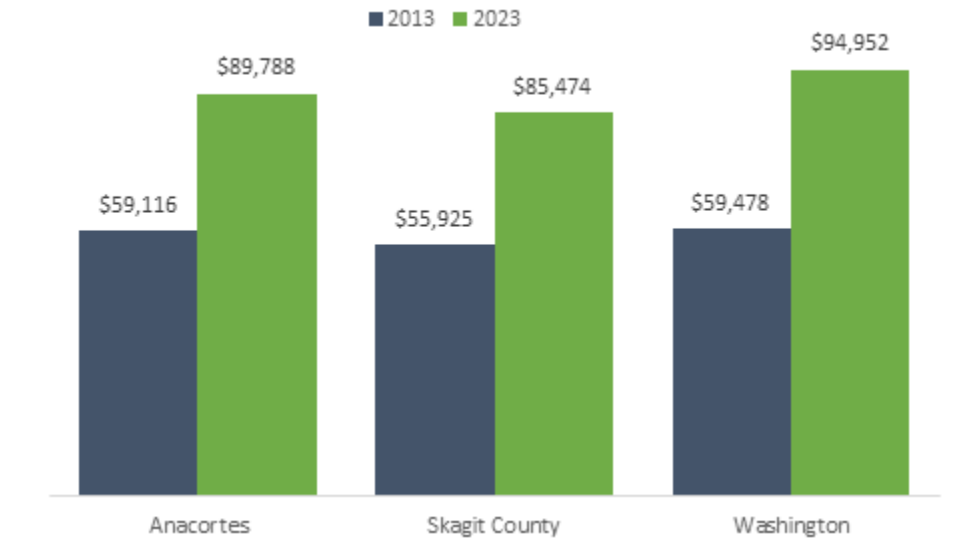
Income

The U.S. Department of Housing and Urban Development (HUD) determines a countywide area median income (AMI) for each county. In 20242025, the Skagit County AMI was is \$102,800111,600. The HUD AMI is generally higher than the Census-reported median household income since AMI is based on the Census-reported median family income, which excludes non-family households (one-person households and multi-person households of unrelated individuals). HUD defines households as “Extremely low income” if they earn 30 percent AMI or less, “very low income” if they earn 30-50 percent AMI, and “low Income” if they earn 50-80 percent AMI. This metric is used to determine eligibility for subsidized affordable housing.

On the other hand, Median Household Income (MHI) as reported by the Census and American Community Survey represents the self-reported household income of residents. The median household income (MHI) in Anacortes was \$89,78886,911 in 20222023, having increasedan increase of by 4552% since 20123 This was eight percent lower than income growth statewide over the same period. ,which was in keeping with the 2012-2022 Skagit County change but seven percent lower than the Washington State change. The MHI in Anacortes for families in 2022-2023 was \$108,321111,404, MHI for married-couple families was \$118,889121,714, and MHI for non-family households was \$50,68454,680.² Since

[non-family households tend to be smaller, this disparity in income is expected, however it is worth noting that the city has a larger share of non-family households than the region, and these households are earning only about half as much as family households in Anacortes.](#)

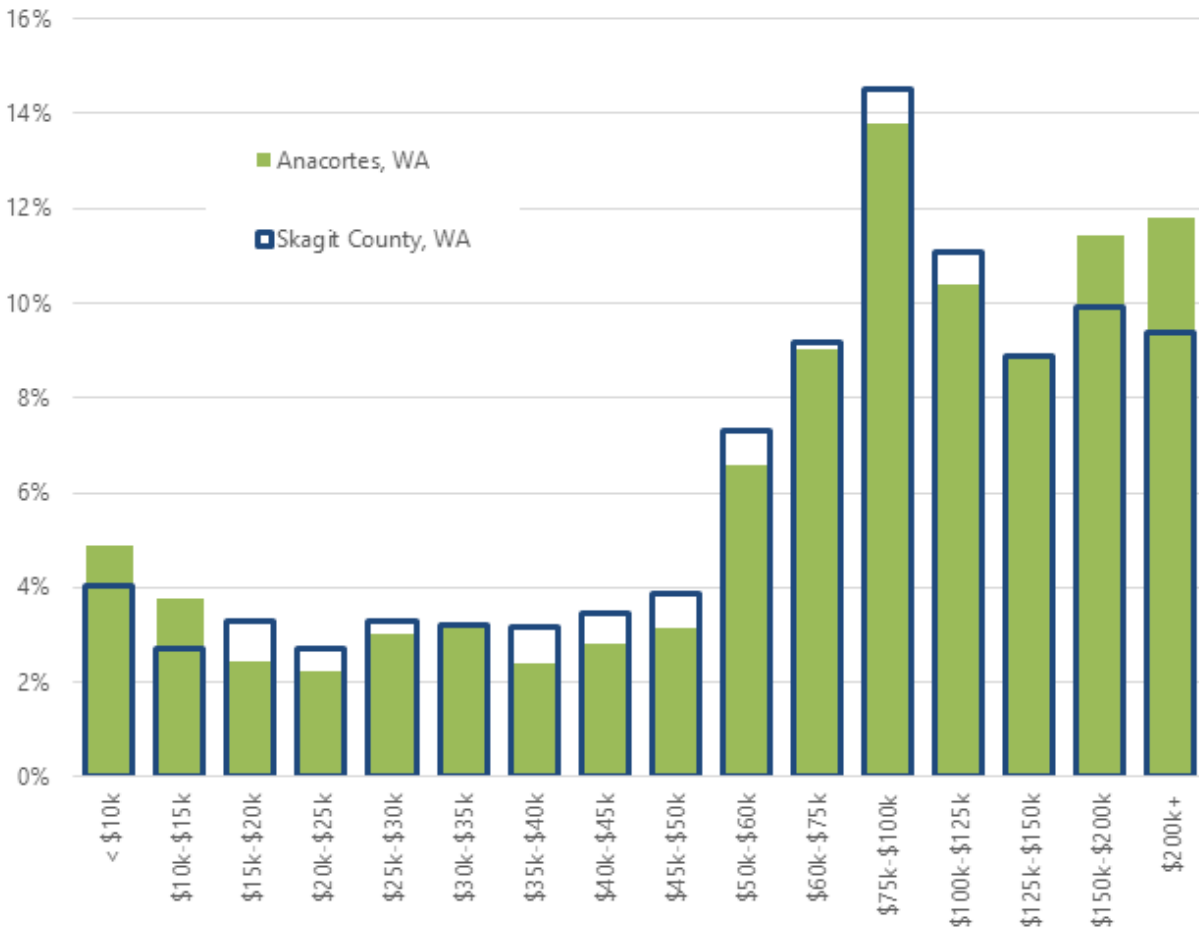
Figure H-11. Median Household Income



[Source: 2013-2023 American Community Survey \(ACS\) 5-Year Estimates, Table S2503](#)

Overall, the Anacortes population skews wealthier than Skagit county. Anacortes has a greater share of households earning more than \$100,000 per year, a slightly lower share of middle-income households (\$60,000 to \$100,000) and fewer households earning less than \$60,000 per year.

Figure H-3. **Figure H-12. Households by Income**



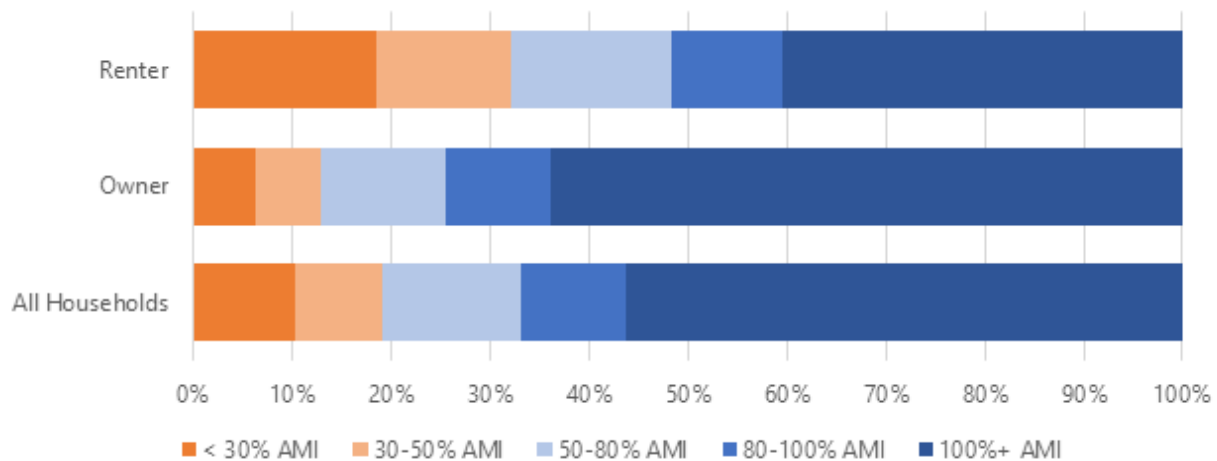
Source: 2022 American Community Survey (ACS) 5-Year Estimates, Table B19001

Figure 13 below shows a breakdown of Anacortes’s households by income level and tenure, based on the area median income (AMI), a countywide metric developed by the Department of Housing and Urban Development (HUD) based on family incomes countywide. The HUD AMI is used to determine eligibility for subsidized affordable housing, and to measure housing affordability at a regional level, and differs somewhat from the City’s census reported median household income shown previously due to its regional nature and specific applications. The 2024 Skagit County AMI is \$102,800. In 2020, the year of the data shown below, the Skagit County AMI was \$78,400. HUD AMI as discussed above.

Overall, about one-third of Anacortes’s households earn less than 80% AMI, a common threshold for subsidized housing eligibility. About half of renter-occupied households earn less than 80% AMI, while 26% of owner-occupied households earn less than 80% AMI.

Most of the owner-occupied households in the city earn above 100% AMI. A significantly greater share of renter occupied households earn less than the median income, with the second largest bracket of renters earning 50-80% of the median income. This demonstrates a need for lower income housing that can serve these income levels, especially for renters.

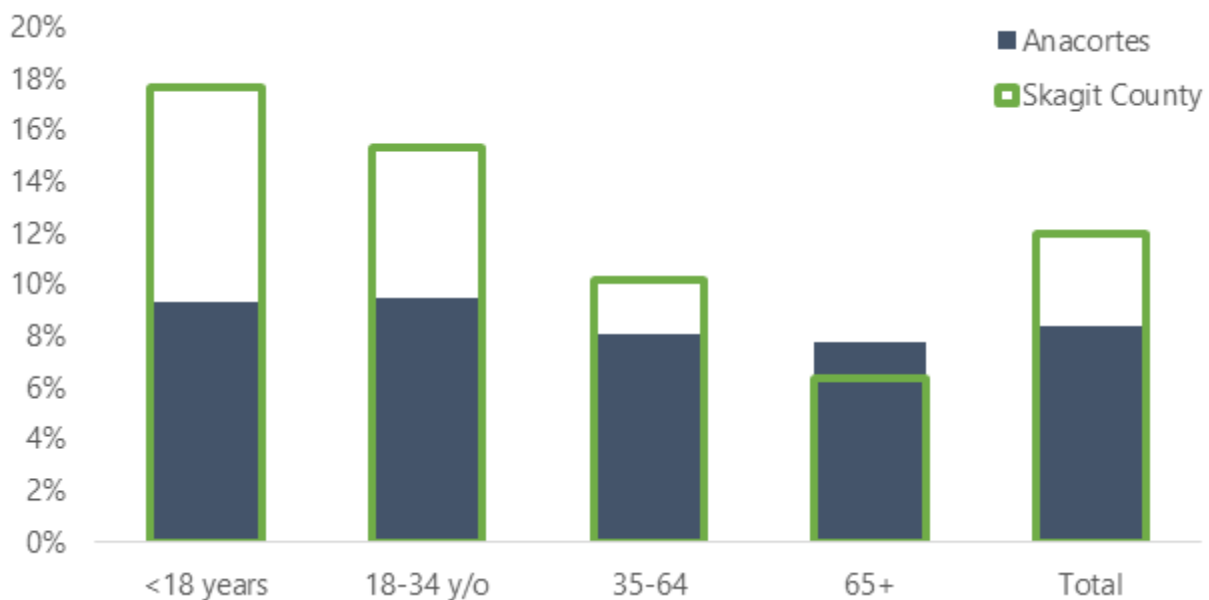
Figure H-13. Anacortes MSA Household Income by Tenure (2020)



Source: HUD CHAS

As the following figure shows, Anacortes has a significantly lower share of its population living below the federal poverty level than Skagit County. Regardless, about 9% people under the age of 35 are under the federal poverty level in Anacortes. The school district also reports at least 25% of students are enrolled in the free-and-reduced cost lunch program. This generally suggests a need for low-income housing for younger adults and families.

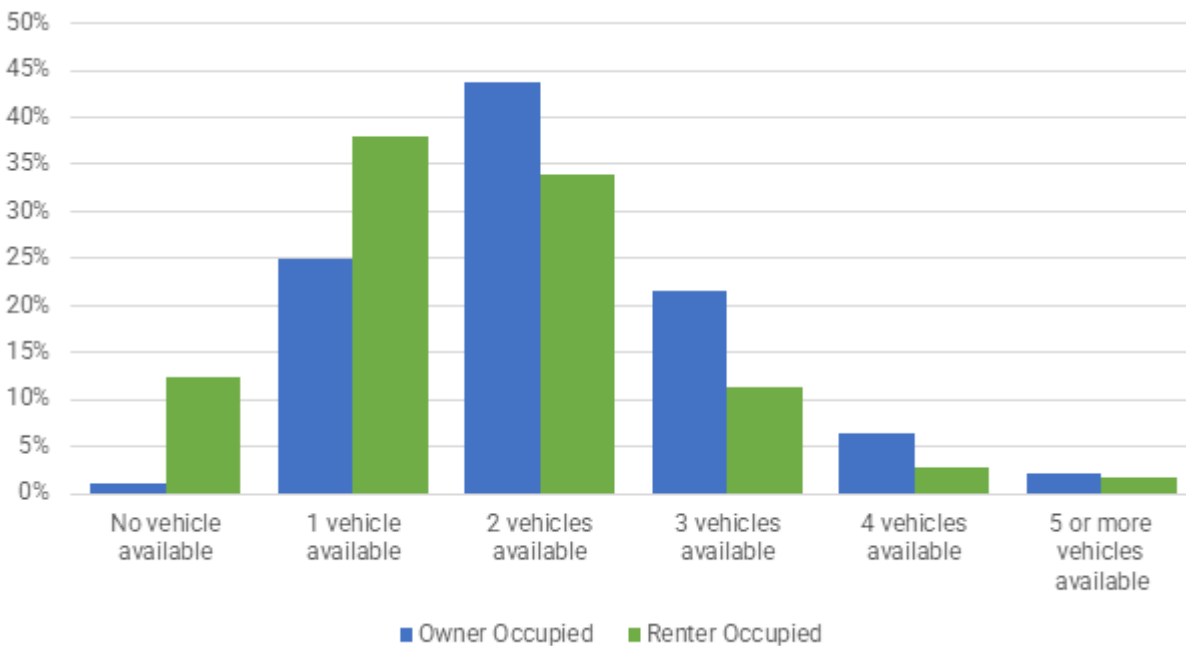
Figure H-4. Figure H-14. Anacortes Percent of Population by Age Group Below the Federal Poverty Level



Vehicle Ownership

The following figure shows number of vehicles available to households by the tenure of unit. Owner-occupied units are more likely to have 2 or 3 vehicles, while renter-occupied units are more likely to have 1 or 2 vehicles. Also of note, 13% of renter households have no access to a vehicle.

Figure H-5. Figure H-15. Vehicle Ownership by Tenure of Unit (2022)



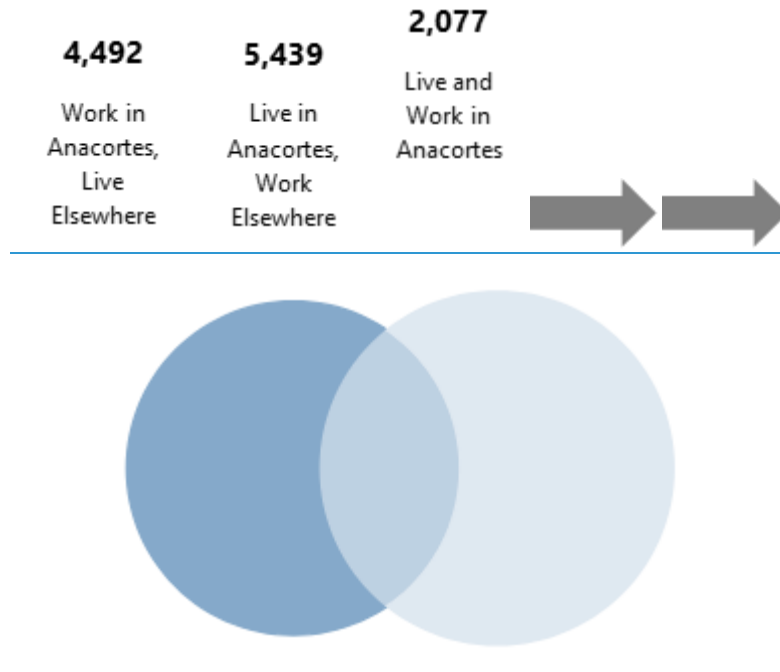
Source: 2022 ACS Table B25044

Employment Trends

Understanding workforce and employment trends is essential for housing planning. A growing, shrinking, or shifting economy can affect residents' ability to afford housing and limit or expand their housing choices. Strong economies in nearby communities can also affect commuting and residential patterns.

Figure 16 shows that in ~~2021~~2022, ~~4,457,492~~ people were employed in Anacortes but lived elsewhere. In that same year, ~~5,219,439~~ people lived in Anacortes but were employed elsewhere, while ~~1,934,077~~ people both lived and worked in Anacortes. Overall, about 72 percent of Anacortes workers commute out for work, while about 32 percent of Anacortes jobs are worked by Anacortes residents. Put another way, of the 6,391 people employed in Anacortes, 30% were residents of the city. A further perspective is that 73% of Anacortes residents were employed elsewhere.

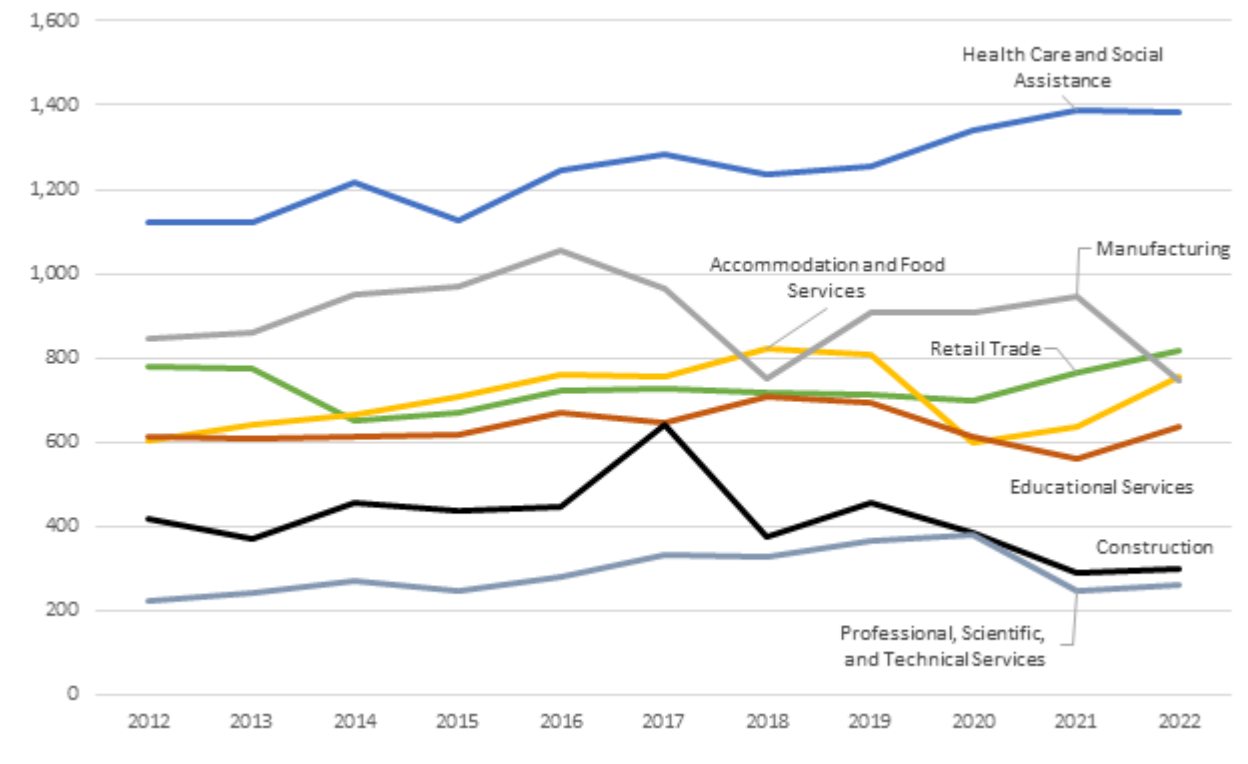
Figure H-6. Figure H-16. Anacortes Inflow/Outflow Job Counts (All Workers, 2022)

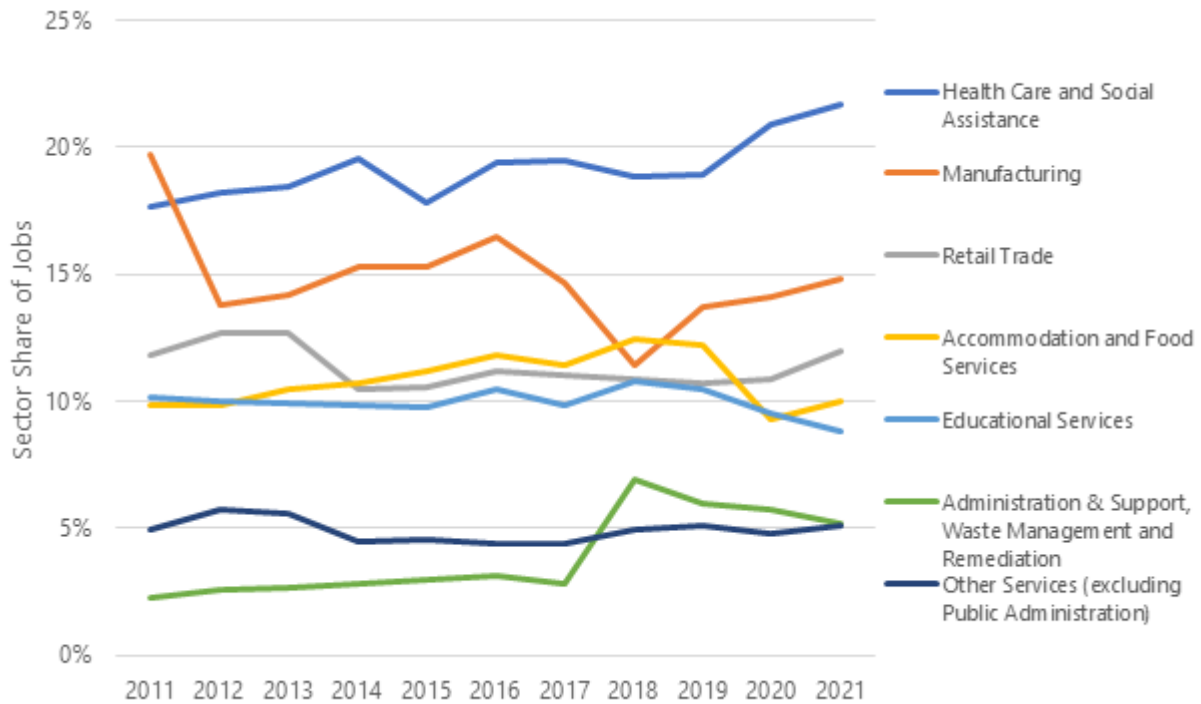


Source: U.S. Census LEHD

Figure 16 shows changes in Anacortes's top employment sectors from 2011-2012 to 2021-2022, the year of the most recent Census data. Manufacturing jobs in the city have declined, whereas health care and administration jobs have increased.

Figure H-17. Job Trends by Top Sectors in Anacortes, 2012-2022.

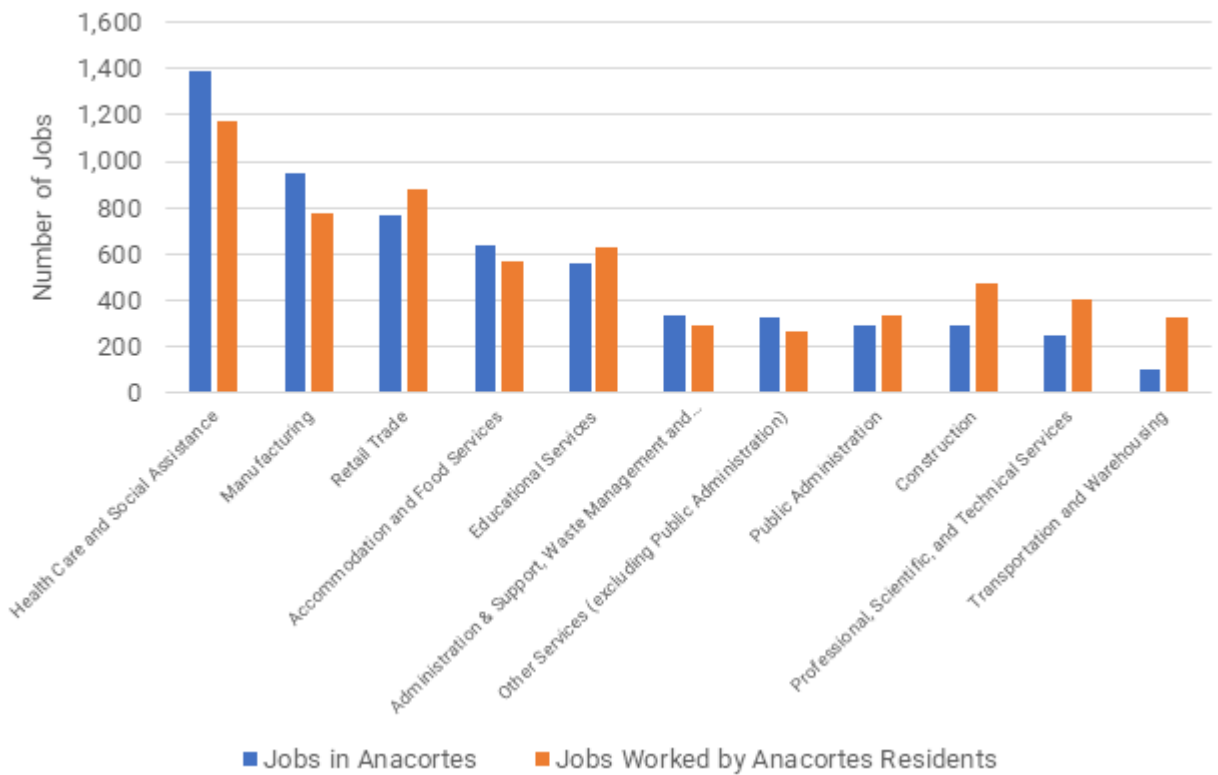




Source: U.S. Census Longitudinal Employer-Household Dynamics (LEHD), via Census OnTheMap.

Figure 17 shows the top job sectors in the city and the top job sectors worked by Anacortes residents. As shown in the chart above, health care, retail, manufacturing, education, and accommodation/food are the top sectors in the city. Large shares of Anacortes residents are also employed in these sectors. Sectors which make up a larger share of Anacortes resident employment than their share of Anacortes jobs are the construction, professional services, and transportation/warehousing sectors.

Figure H-7. Figure H-18. Top Job Sectors in Anacortes and worked by Anacortes Residents (2021)



Source: U.S. Census Longitudinal Employer-Household Dynamics (LEHD), via Census OnTheMap

The table below shows the work locations of Anacortes residents. More than a quarter of residents work in the city, and about 10% commute to Seattle, although some of these may be remote workers. Smaller shares commute to Mount Vernon, Bellingham, and Burlington. About 30% of Anacortes residents commute less than 10 miles to work, though 37% commute more than 50 miles to work.

Figure H-19. Work Locations of Anacortes Residents (2021)

Work Location	Share
Anacortes city, WA	27.0%
Seattle city, WA	10.4%
Mount Vernon city, WA	6.4%
Bellingham city, WA	4.6%
Burlington city, WA	2.9%
Everett city, WA	2.6%
Bellevue city, WA	2.3%

Oak Harbor city, WA	2.1%
Kent city, WA	1.1%
Sedro-Woolley city, WA	1.1%
All Other Locations	39.5%

Source: U.S. Census Longitudinal Employer-Household Dynamics (LEHD), via [Census OnTheMap](#)

Jobs to Housing Ratio

Using 2021 LEHD and ACS data, Anacortes’s jobs to housing ratio is 0.75. In other words, for every 3 jobs in Anacortes, there are 4 housing units in Anacortes. This indicates a slight shortage of jobs in Anacortes for residents. A jobs-to-housing ratio at or near 1.0 suggests that residents have potential employment opportunities without having to commute outside the city limit, which is beneficial for reducing vehicle miles traveled. A ratio of 1 also means that local employers have a sufficient population base upon which to draw labor. Considering that many households have two workers, Anacortes’s jobs to housing ratio of 0.75 may appear low; however, the jobs to housing ratio is an average that also accounts for households with no workers (e.g. students; retirees; stay-at-home parents).

About seven percent of jobs on the island are connected to the two March Point oil refineries, which may account for some of the out-commuting seen in the data above. A ~~2016-2025~~ report from Western Washington University and the Department of Commerce³ estimates the two Anacortes refineries employ about 840-870 people, ~~a quarter of whom live on Fidalgo Island and in Anacortes,~~ and a previous report found that the refineries likely employ several hundred additional ~~another 370 full-time contract~~ workers. The average annual income of all refinery workers in Washington is \$185,973~~104,000~~, which is one of the highest wages of any sector in Skagit County. The workers have a very high employment multiplier of 2.0, which means that each of the 217 refinery workers who live on the island support another job on the Island.

Other industry sectors have lower wages. One industrial employer interviewed during the Housing Action Plan process in 2022 said they would hire 10 or more people in the short-term if they could (expanding their workforce by 20%), but the housing market is a major constraint on recruitment. They estimated 90% of their employees live outside of Anacortes, commuting an hour or more, and most rent.

The Housing Action Plan community survey in 2022 asked people if they have concerns with some types of costs of living and service issues in Anacortes. The top three concerns all relate to employment:

- 63% of respondents said they or close family and friends are concerned about businesses struggling to recruit employees who can afford to live in the city.
- 38% are concerned about the availability of medical care in town
- 36% of respondents are concerned that assisted living is either expensive or unavailable in town

The survey also received many comments from workers and businesses about housing prices being a barrier to employee recruitment and retention in a variety of sectors, including medical care, retail, education, and manufacturing.

Section 2 – Summary of Housing Action Plan Public Engagement

Anacortes completed a Housing Action Plan in 2022 which set the stage for this Housing Element. As part of this effort, public engagement through stakeholder interviews and a housing survey were conducted. Key takeaways are summarized below.

Stakeholder Interviews

Fifteen stakeholders were interviewed, including social service providers, business owners, nonprofit groups, developers, homebuilders, and other community leaders. Key comments, observations, and priorities from these groups are summarized below:

Overall, stakeholders confirmed that low-moderate income workers and fixed-income retirees are struggling to afford housing in Anacortes. There is concern that essential service and retail workers are leaving the community and the city is becoming a retirement community for wealthy individuals. This is connected to a variety of other issues and capacity constraints in healthcare, transportation, and social services. Many non-profit entities are effective in providing support for people with low incomes and/or experiencing homelessness, but enhanced coordination would be helpful.

All cost inputs for new housing are going in the wrong direction amid rising prices for materials, labor, and land and stringent energy and stormwater codes. There may be some regulatory opportunities to improve the cost efficiency of construction and create partnerships for affordable housing. There is a perception that the City will need to implement bold solutions for housing in spite of potentially vocal opposition from some community members

Housing Survey

The housing survey received 1,067 valid responses, about five percent of Anacortes’s population. Most respondents were homeowners, and most homeowner respondents were retired. Renter respondents reported a wider range of incomes and higher rates of cost burden at about 70 percent. Some key findings of the survey include:

- Housing Stability
 - Nearly nine in ten renters report being at risk of losing their home from a major unexpected financial event. A little more than one-third of owners report the same risk.
 - Three-quarters of renters said they are interested in homeownership but are concerned about being financially able to do so, and similarly 69% of renters are concerned about their income not keeping up with the costs of housing

- Two-thirds of residents are concerned about businesses being able to recruit employees who can afford to live in Anacortes.

- Housing Types

- Most survey respondents live in single-family homes. Looking towards the future, both renters and homeowners have a strong interest in living in single-family houses. There is an especially strong interest by renters to live in a single-family house on a small lot (71%).
- A variety of other homes are desired. Renters generally have more openness to living in different home types. Combined results of all survey takers:
 - 15% would consider living in an ADU (with 19% of renters interested)
 - 14% would consider living in a duplex or triplex (with 30% of renters interested)
 - 26% would consider living in cottage housing (with 36% of renters interested)
 - 14% would consider living in a townhouse (with 24% of renters interested)
- A quarter of homeowners and one-third of renters are interested in multifamily homes (apartments or condominiums), with a stronger preference for smaller units of 1-2 bedrooms. Combined, 8% of all survey takers are interested in 3-bedroom multifamily units.
- Overall, survey respondents were opening to some level of comfort with seeing different housing types in their neighborhood. Renters were more open to variety than owners, but also had the stronger preference for seeing single-family homes on small lots. There was less support overall for multifamily buildings and supportive living residences.

- Amenities and Features

- Ninety-five percent of respondents felt that housing located in a neighborhood that feels safe for active transportation (walking, rolling, and bicycling) is important. Survey takers were also strongly interested in finding housing that has enough off-street parking.

- Concepts Evaluation

- Respondents were asked questions about land use and zoning, policy and program, and funding concepts that the city might consider. The tables below show the overall share of respondents who supported the concepts provided.›

Land Use and Zoning Concepts	Percentage Support	Weighted Average Score
Allow more housing types like duplexes, cottages, and townhouses in single-family neighborhoods if they're compatibly sized and designed	70%	0.87
Relax restrictions on accessory dwelling units to encourage more to be built	63%	0.76
Allow more housing on land owned by religious organizations and non-profit housing providers	48%	0.5
Reduced minimum lot sizes for "middle housing" like duplexes and townhomes	54%	0.49
Modest increase in building height limits (1-2 floors) in multifamily and/or commercial areas	55%	0.46
Modest decrease in parking requirements for some types of housing	35%	-0.05

The survey also collected hundreds of housing stories from a wide variety of Anacortes residents. The stories range from a simple recounting of why people moved to Anacortes, concerns about growth and the town's character, and emotional calls for action after seeing friends and family struggle with housing costs. One key theme that also emerges is the definition of Anacortes's small town charm and what is at risk: some people think charm comes from the people and society of Anacortes, while others think the charm comes from the built environment of Anacortes. Many homeowners are concerned about the

increased cost of maintaining their home and the cost of property taxes, and are interested in downsizing, but are not seeing options in the market that work for them. Many renters are discouraged at any prospect of homeownership and described large and sudden rent increases in recent years. There were many stories shared of living with parents, people working multiple jobs and still struggling to afford the rent, and poorly maintained rental units.

A full summary of the HAP engagement efforts including all the housing stories can be found here: <https://www.anacorteswa.gov/DocumentCenter/View/23103/Public-Engagement-Report-FINAL-20220907>

Section 3 – Housing Inventory and Production Trends

This section discusses the type and age of Anacortes’s existing housing stock, current, and future housing production. It also identifies special housing types in Anacortes, including subsidized affordable units and senior housing. An inventory of the existing housing creates a baseline for future housing planning and identifies important trends.

Total Housing Units

Anacortes accounts for approximately 15% of Skagit County’s housing units, and the breakdown of housing types in the City closely aligns with the County, per the 2022 American Community Survey (ACS). Anacortes has historically been dominated by single-family homes, with relatively little multifamily inventory. The following table provides an overview of the housing inventory in Anacortes through 2022, the most recent year of ACS data. Housing production since 2022 will be discussed below.

Housing Type	Skagit County		Anacortes	
	2022		2022	
Single Family	43,320	77.53%	6,976	81.86%
Duplexes	1,278	2.29%	257	3.02%
Multifamily (3-4 units)	1,813	3.24%	298	3.50%
Multifamily (5-19 units)	2,516	4.50%	531	6.23%
Multifamily (20+ units)	2,845	5.09%	305	3.58%
Mobile Homes	3,835	6.86%	149	1.75%

Figure 20. Household Type in Anacortes and Skagit County (2022). Source: 2022 American Community Survey 5-Year Estimates, Table B25024.

Housing Production

Residential development in Anacortes over the past 10 years was analyzed using permit data provided by the City. Overall, a total of 1,146 housing units have been permitted since 2013. As shown below in Figure 20, there has been an increase in middle housing types (duplexes, triplexes, and townhomes) and accessory dwelling units (ADUs) in recent years. Middle housing types accounted for 14 percent of all permits since 2013, ADUs accounted for seven percent, and 12 percent of permitted units since 2013 were apartments.

The table and map below shows the locations of permitted residential development since 2013. Single-family development has been focused primarily in new subdivisions with some scattered development around the city. Multifamily development has occurred mostly in the R-4 zone.

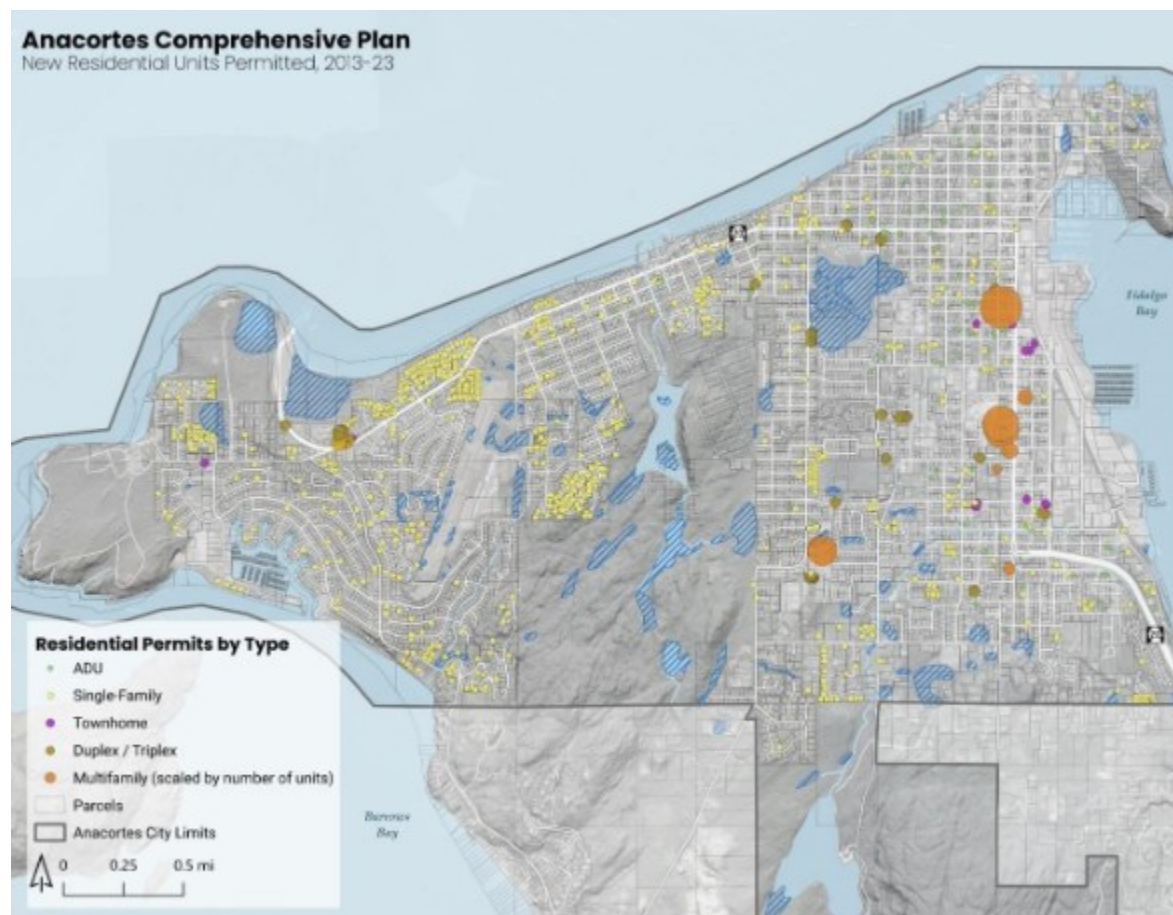


Figure 22. Residential Permit Locations by Type, 2013-2023. Source: City of Anacortes, Leland Consulting Group

Since 2016, housing production in Anacortes is averaging 101-130 units per year. This is 29 units below the annual average needed to meet growth targets. Housing production is largely following historic trends and new housing is mostly single-family homes in residential zones. Limited housing activity is occurring in commercial/mixed-use zones.

Starting in 2020 the type of housing being built has diversified slightly, with noticeable increases in production of ADUs, duplexes, triplexes and townhomes. The 2022 data is to-date through July (based on new addresses and water meter connections) and does not reflect several projects currently under construction, some of which are discussed in the Project Spotlight section of this report.

When comparing Census data with Anacortes's data, note there are differences in housing type sizes and breakdowns. Anacortes considers cottage housing and townhomes to be distinct from single-family homes, and considers triplexes to be their own housing type separate from multifamily.

Housing Type	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Single-Family	82	108	85	87	93	86	49	49	71	43	13
Short Plat	-	-	-	-	-	-	-	-	11	5	-

<u>Townhome</u>	<u>3</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>52</u>	<u>15</u>	<u>-</u>
<u>ADU</u>	<u>5</u>	<u>1</u>	<u>4</u>	<u>3</u>	<u>4</u>	<u>4</u>	<u>15</u>	<u>12</u>	<u>9</u>	<u>12</u>	<u>6</u>
<u>Duplex</u>	<u>4</u>	<u>2</u>	<u>10</u>	<u>10</u>	<u>8</u>	<u>20</u>	<u>-</u>	<u>8</u>	<u>2</u>	<u>10</u>	<u>-</u>
<u>Triplex</u>	<u>-</u>	<u>6</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>3</u>	<u>-</u>	<u>3</u>	<u>-</u>
<u>Multifamily</u>	<u>-</u>	<u>-</u>	<u>17</u>	<u>-</u>	<u>-</u>	<u>20</u>	<u>29</u>	<u>23</u>	<u>29</u>	<u>-</u>	<u>14</u>
<u>Yearly Total</u>	<u>94</u>	<u>117</u>	<u>116</u>	<u>100</u>	<u>105</u>	<u>130</u>	<u>93</u>	<u>95</u>	<u>174</u>	<u>88</u>	<u>33</u>
<u>Total 2013-2023</u>	<u>1,145</u>										
<u>Average 2013-2023</u>	<u>115</u>										

Figure 23 - Anacortes housing production by type, 2016-2022. The 2022 data is to-date through July. Source: City of Anacortes GIS

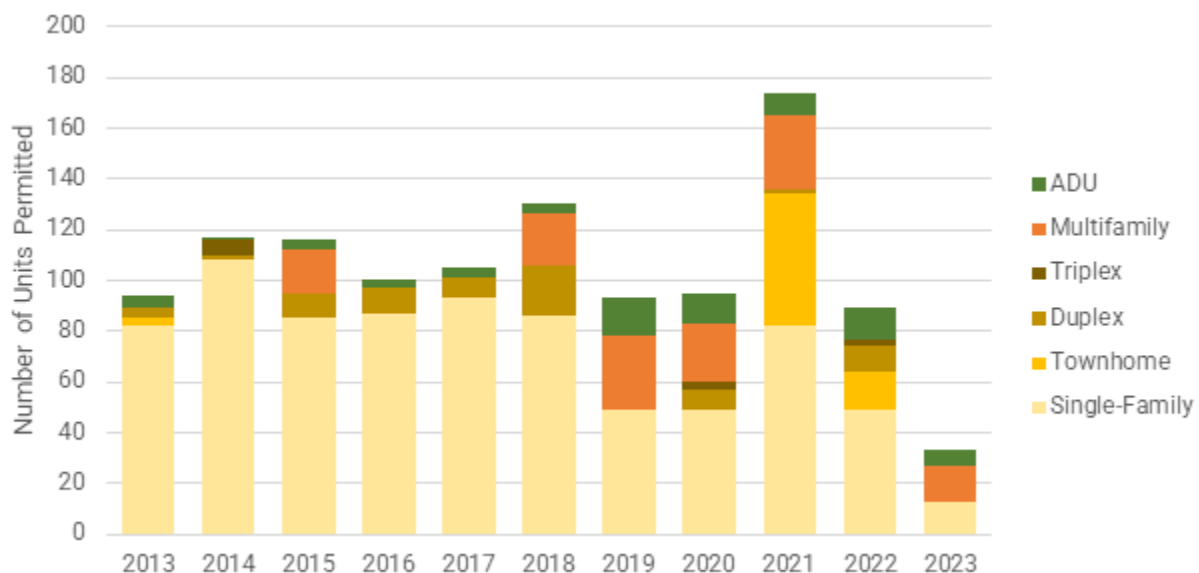


Figure 24 - Anacortes housing production by type, 2016-20222013-2023. Source: City of Anacortes GIS

Vacancy Rates

Vacancies among Anacortes’s housing inventory are very low, indicating a tight market and constrained supply. Pent-up demand likely resulted from many years of lower-than-average permit activity following the 2008 recession, putting upward pressure on housing prices and rents due to strong competition for existing units. Evidence shows that the vacancy rate tracks closely with whether rents are increasing or decreasing.

In 2022, 723 units were vacant in Anacortes in total, representing 8.5 percent of units in the city. However, the units are vacant for various reasons. **Error! Not a valid bookmark self-reference.** shows the breakdown of the vacancy classification. Fifty percent of vacant units are dedicated for seasonal, recreational, or occasional use.

Figure 1. Vacancy Rates by Type in Anacortes, 2022.

	Anacortes		Skiagit County		Washington State	
	Units	Share	Units	Share	Units	Share
Total Vacant Units	723	—	5,051	—	236,971	—
For rent	47	7%	167	3%	45,935	19%
Rented, not occupied	42	6%	66	1%	12,427	5%
For sale only	63	9%	357	7%	14,761	6%
Sold, not occupied	41	6%	213	4%	11,041	5%
For seasonal, recreational, or occasional use	362	50%	2,719	54%	84,274	36%
For migrant workers	0	0%	0	0%	1,370	1%
Other vacant	168	23%	1,529	30%	67,163	28%

Figure 25. Vacancy Rates by Type in Anacortes, 2022. Source: 2022 5-Year American Community Survey, Table B25004.

According to ACS estimates for 2022, the homeowner vacancy rate was 1.2% and the rental vacancy rate was 1.8%. Low vacancy rates can make it harder for workers to find housing, making it harder for local employers to recruit and retain workers, in addition to driving up housing costs and exacerbating housing insecurity overall. The current vacancy rates for both rental and ownership housing are below what is considered a “healthy” vacancy rate, which is between five and six percent. This demonstrates a need for more housing production in the city to keep up with demand and help improve housing affordability.

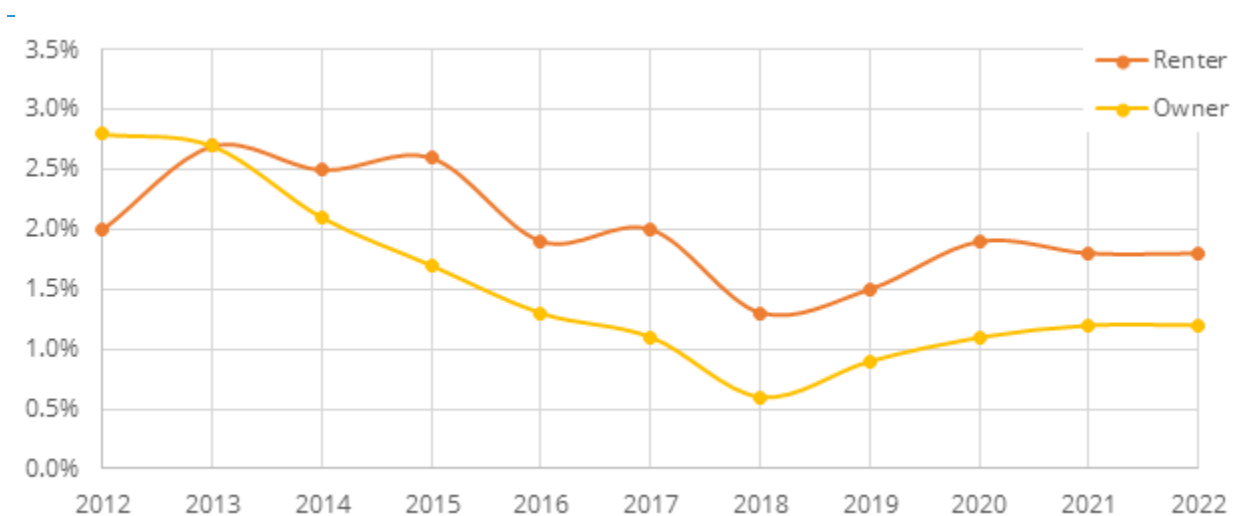


Figure 26. Vacancies in Anacortes (2022). ACS 5-year Estimates, Table DP04.

Vacation Housing

The table below shows the number and share of seasonal and recreational housing units in Anacortes with regional comparison cities. These are units which may be second homes or vacation rentals. Anacortes had 362-298 of such units, or 3.44-3 percent of its housing stock as of 2023. This is not as high as similar to the share of seasonal units in Port Townsend and Port Angeles, but much higher than Port Angeles and Mount Vernon. Seasonal or rental homes in more tourist-driven economies can put

pressure on the year-round housing market by removing units from the housing inventory for full-time residents.

City	Seasonal / Recreational Housing Units	Share of Total Housing Units
Anacortes	362	4.25%
Mount Vernon	66	0.5%
Port Angeles	372	3.75%
Port Townsend	310	5.15%
City	Seasonal / Recreational Housing Units	Share of Total Housing Units
Anacortes	298	3.47%
Mount Vernon	26	0.19%
Port Angeles	390	3.89%
Port Townsend	198	3.26%

Figure 27 - Seasonal / Recreational Housing in Anacortes and Regional Comparisons, 2022-2023. Source: ACS Table B25004

Utility usage can sometimes be used as a proxy for identifying seasonal or recreational housing units. An informal review by City utility staff found that an average of 200 homes per month consumed zero or very little water in the winter (November 2021 to February 2022). Compared to the total share of housing units in Anacortes, this is similar in scale to the Census data findings above.

Short-Term Rentals

The Anacortes Municipal Code defines a “short-term rentals”, also known as vacation rentals, as are considered an overnight lodging use that is not a hotel or motel, or bed and breakfast, in which a dwelling unit, or portion thereof, is offered or provided to a guest for a fee for fewer than stays of 30 consecutive days/nights or less in a residential dwelling. In 2021-2024, data from AirDNA provided by the Skagit County Tourism Board estimated 164 active short-term rental listings. City staff research found about 76 short-term rentals operating in Anacortes through the most popular commercial services such as AirBNB and VRBO.

The City code does not specifically define short-term rentals. The City code has prohibited overnight lodging uses other than bed-and-breakfasts in residential zones since 2019 and in and mixed-use zones since 2024. , but this is not strictly enforced outside of development permits. Overnight lodging businesses are required to maintain a business license, and only 12 percent of the identified short term rentals have done so. It seems likely that many short-term rentals operating illegally in residential zones and not paying the lodging tax.

Affordable Housing

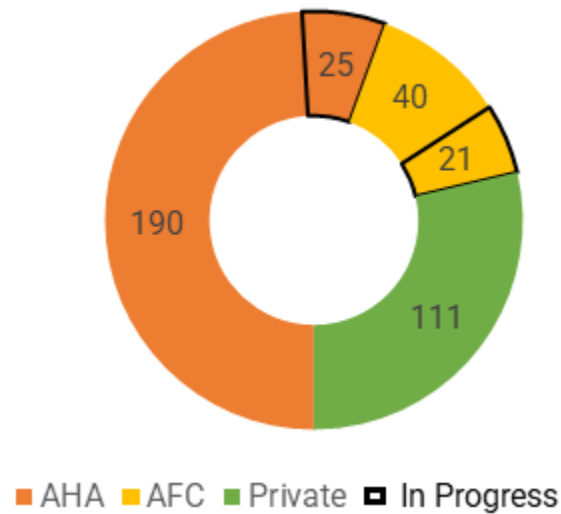


Figure 28 - Seasonal / Recreational Housing in Anacortes and Regional Comparisons, 2022-2023. Source: ACS Table B25004

Affordable housing is housing reserved for people earning below a certain income and who cannot afford market-rate costs (other interrelated terms include low-income housing, subsidized housing, public housing, or rent-restricted housing). Affordable housing properties may be reserved for people meeting other criteria such as families with children, seniors past a certain age, people with physical or intellectual disabilities, or people with substance abuse disorders.

Anacortes has 387 affordable housing units existing or in the process of being built. See the affordable housing inventory in Appendix A.

This housing is mostly subsidized and operated by government or nonprofit organizations. Anacortes has a few commercial providers as well, typically involving an investment incentive program that restricts rents below a certain amount for ten years. No private properties are using the affordable housing height bonus incentive that was created in 2019.

Affordable housing is important to support community members who face barriers in the private housing market, especially those who are on the edge of or transitioning out of homelessness. The main affordable housing providers in Anacortes are the Anacortes Housing Authority (AHA) and the Anacortes Family Center (AFC).

AHA is a public nonprofit corporation formed by the City of Anacortes in 1968. It is governed by a board of commissioners appointed by the mayor, but otherwise operates independently of the City. The authority's first property finished construction in 1970. Today AHA manages 190 units and 350 residents across 11 properties. One property, the Wilson Hotel, operates like a single-room occupancy building (SRO). Two additional developments are planned, and the authority occasionally purchases existing housing.

Several hundred people are on the AHA waiting list. Preference is given to applicants who are local and employed or on social security. AHA's most in-demand units are 1-bedrooms and senior apartments,

which have waits of 1-2 years; there are shorter waits for 2-bedroom or larger units. The current waiting list numbers are shown below; note that there is some duplication due to different programs running at different properties.

Unit Type	Applications
<u>1 bedroom</u>	<u>336</u>
<u>2 bedrooms</u>	<u>36</u>
<u>3 bedrooms</u>	<u>15</u>
<u>4 bedrooms</u>	<u>1</u>

Figure 29 - Anacortes Housing Authority waiting list, August 2022. Source: AHA.

AFC is a non-profit organization founded in 2005. The organization serves families with children and operates an emergency shelter (stays of up to three months) and a transitional shelter (stays of up to two years). For permanent housing, the AFC manages 61 units across three properties, including one project under construction that will include day care. AFC is also building a new administration building that will include space for legal aid and a food bank. There are usually five to 35 families on its waitlist, depending on the time of year. AFC reports that a significant majority of its clients have experienced domestic violence and have a mental health challenge.

The organization goes beyond providing housing by using intensive case management to graduate clients to self-sufficiency, including job requirements for adults and educational and art programs for children. About 75% of participants leave the program with a stable home and job.

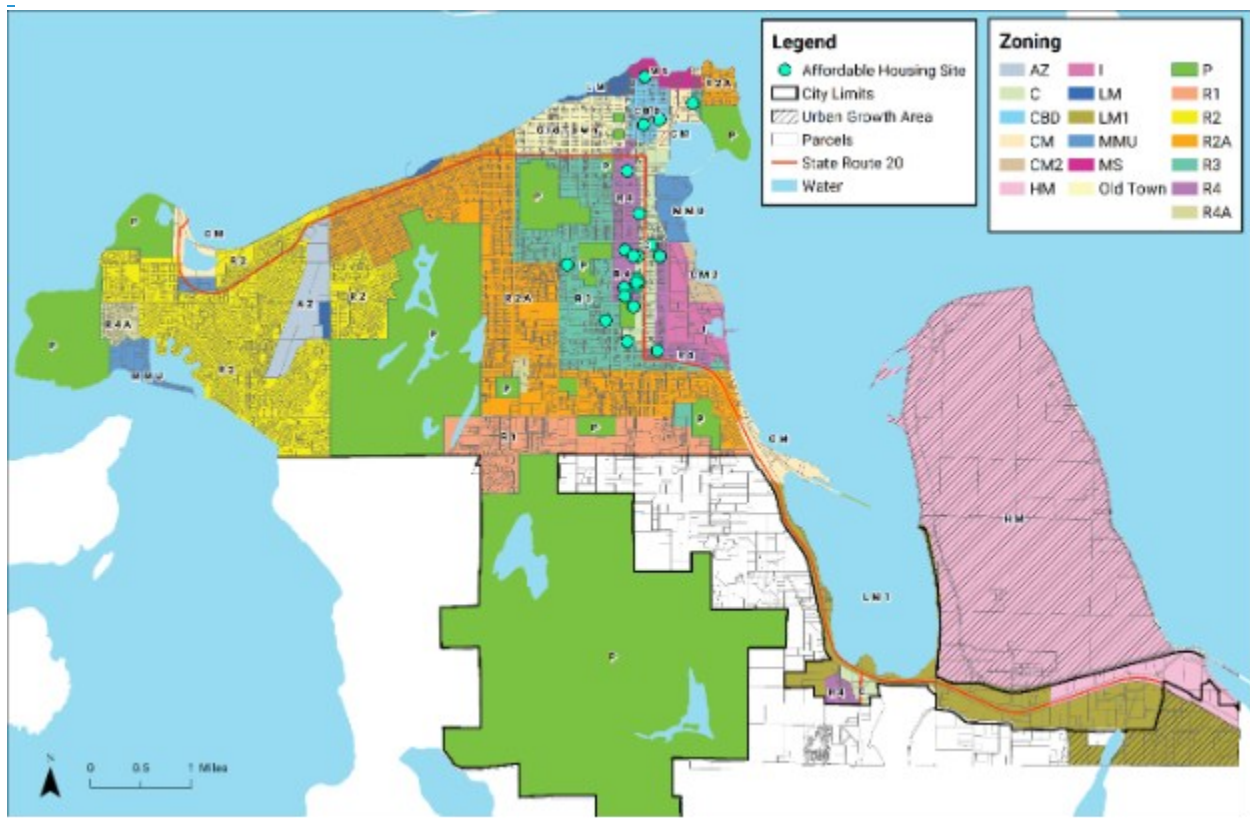


Figure 80 - Anacortes affordable housing locations. Source: City of Anacortes

Anacortes's affordable housing inventory is heavily concentrated in the northeastern part of the city, particularly along the Commercial Avenue corridor and near Island Hospital. This provides good access to commercial and medical services and most of the city's schools, particularly for those who don't have access to a car, but this pattern also provides few opportunities for affordable housing residents to live in less busy environments or to locate near the town's largest parks.

Most of the affordable housing properties are zoned R3, R4, C, or CBD. These zones allow for multifamily buildings, which comprise most of the affordable developments in the city, along with a handful of townhouse, duplex, and single-family buildings.

Section 4 – Cost Trends

Housing Cost Trends

Overall, home prices have been increasing at much greater rates than both rents and incomes in Anacortes, as demonstrated in the following chart. Home prices in 2022 were more than 2.5 times higher than home prices in 2012, while rent and incomes were about 50% greater in 2022 than in 2012. Up until 2019, Anacortes’s median income growth lagged further behind the rent increase, but has since caught up.

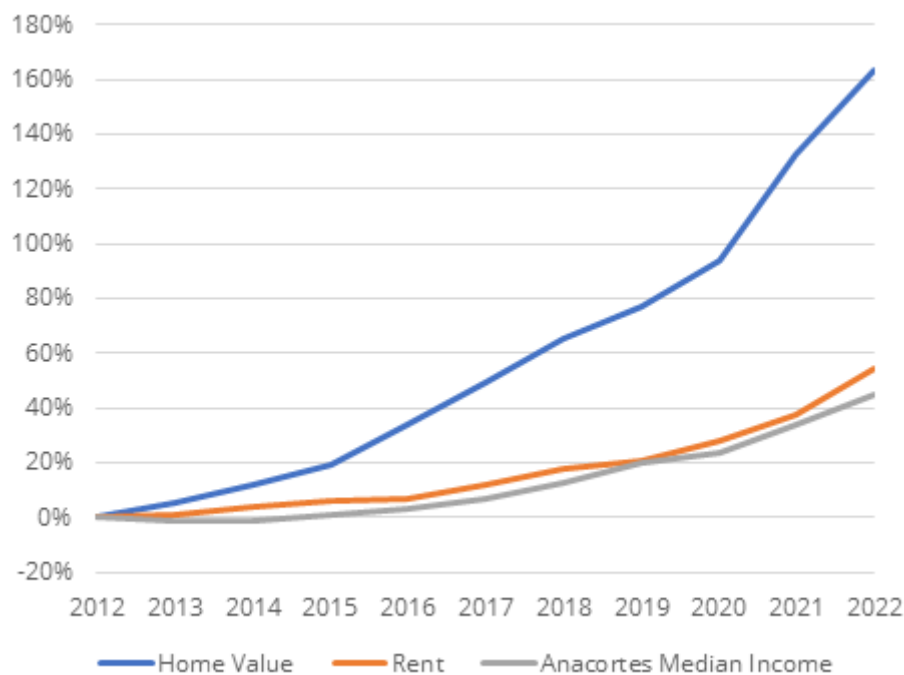


Figure 31. Home Prices, Rents, and Incomes in Anacortes, indexed to 2012.
Source: Zillow 2022, ACS 2012-2022 5-Year Estimates

Housing costs have been increasing at an even greater rate over the past two years. Average asking rents for apartments have climbed to more than \$3.00 per square foot (per month). This is largely in keeping with the market rate for new construction. Newer single-family homes, townhomes, and duplexes tend to rent for closer to \$2.00 per square foot. Stakeholders interviewed for the Housing Action Plan in 2022 highlighted 1,500 square foot townhomes renting for \$2,700 per month.

A 2020 report by the U.S. Government Accountability Office Office finds that every \$100 increase in median rent is associated with a nine percent increase in the estimated homelessness population¹, even

¹ U.S. Government Accountability Office. "How COVID-19 Could Aggravate the Homelessness Crisis?". August 25, 2020.
<https://www.gao.gov/blog/how-covid-19-could-aggravate-homelessness-crisis>

after accounting for demographic and economic characteristics. This formula is considered at a national level but may be helpful context for the current trend in local rent increases.

While rents have been steadily increasing, the value of owner-occupied housing units has increased at a much greater rate. Since COVID, Anacortes's housing market has grown rapidly. Between 2020 and 2021, the median sale price increased by 19 percent; the median sale price increased by another 16 percent from 2021 to 2022. From 2020 to 2023, the median sale price had increased by 44 percent (\$530K to \$761K). These values are helping to maintain the for-sale housing construction pipeline, although most of the new construction is unaffordable for most existing Anacortes residents.

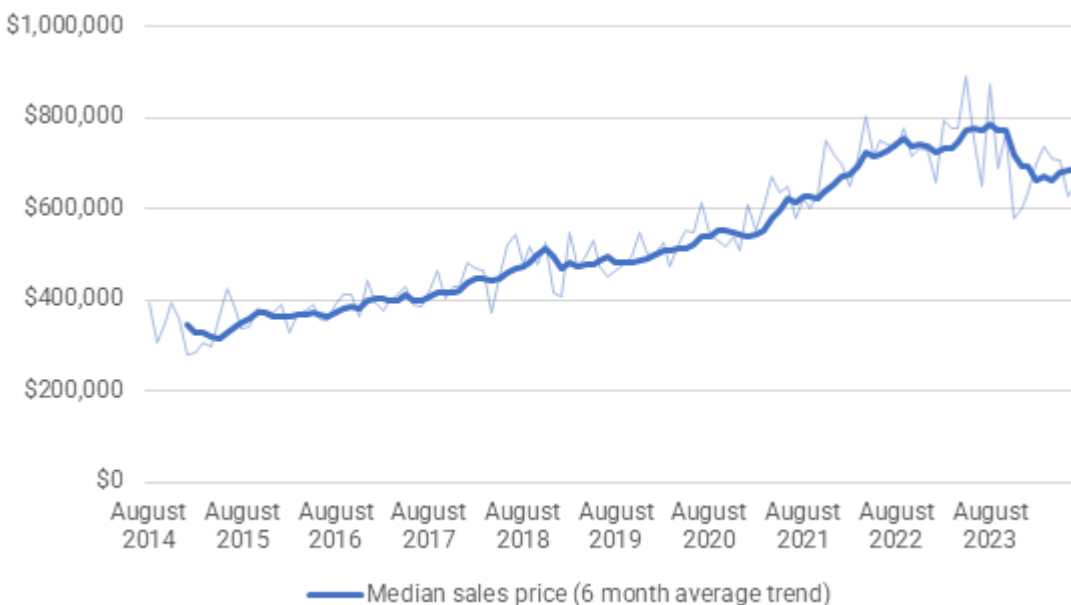


Figure 32. Median Home Sales Price in Anacortes, 2014-2024. Source: Redfin

Some HAP stakeholders interviewed suggested that many homebuyers are middle-aged or older and moving from high-cost urban and out-of-state markets. Stories have also been shared about the prevalence of cash buyers. The chart below illustrates that approximately a third of Anacortes home sales are completed with all-cash purchases, which is a greater share than the rest of Skagit County.

Purchase Instrument	Anacortes	Skagit County less Anacortes
Cash	34%	21%
Conventional mortgage loan	52%	61%
Mortgage loan backed by the U.S. Department of Veterans Affairs (VA)	11%	7%

<u>Mortgage loan backed by the U.S. Federal Housing Administration (FHA)</u>	<u>0%</u>	<u>8%</u>
<u>Other</u>	<u>3%</u>	<u>3%</u>

Figure 33. Types of Home Sale Purchase Instruments in Anacortes and Skagit County. Source: Windermere Real Estate and Multiple Listing Service, 2022

Figure 34 shows the relationship between what the typical Anacortes household earns in a year and the amount they would need to earn to afford the typical Anacortes home, given the most recent home price, interest rate, tax and income data available (2022). The income needed to afford the median home in the city is about \$96,000 more than the city's current median household income of \$86,911. Or, to put it another way, the typical Anacortes household could afford a home worth about \$350,000, but the typical home in the city is worth over twice as much, at \$729,308.

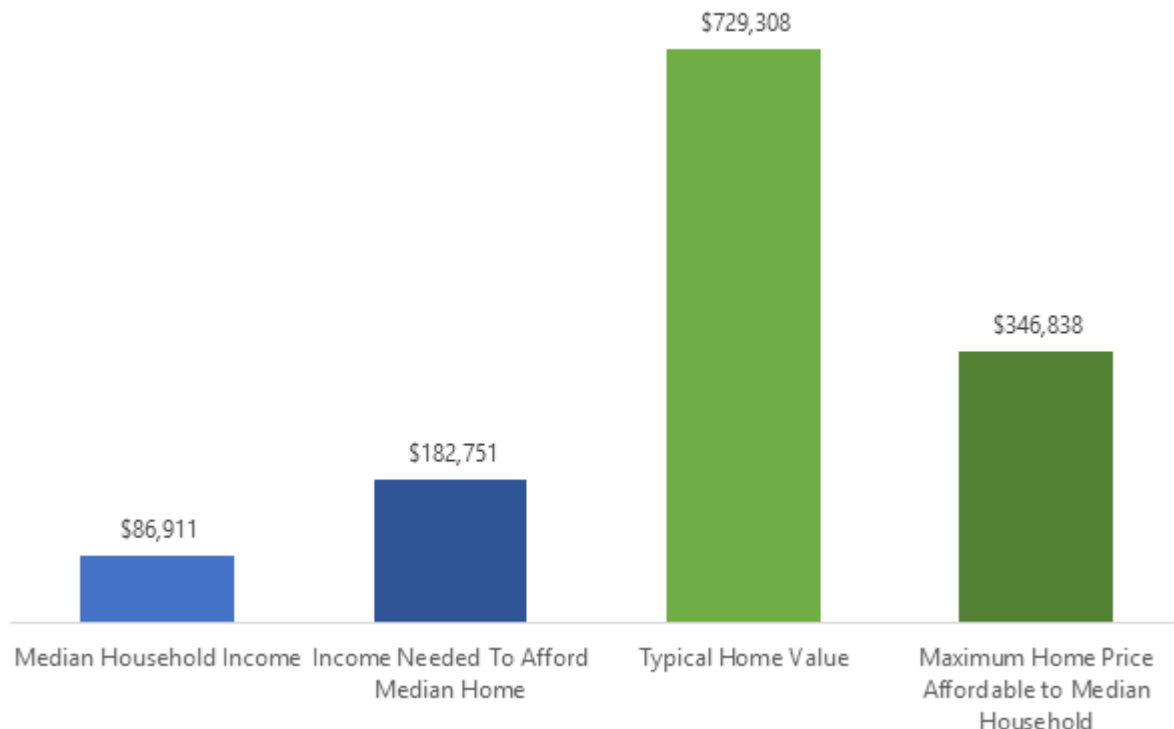


Figure 34. Ownership Housing Affordability in Anacortes. Source: Zillow, Freddie Mac, 5-year ACS S1901, Leland Consulting Group

A housing affordability chart illustrating home prices which would be affordable to a variety of income levels is shown below in Figure 35. Anacortes's median incomes and sales prices are both shown. This data illustrates the degree to which ownership housing has become out of reach for the majority of Anacortes residents, even those earning significantly more than the city's median household income.

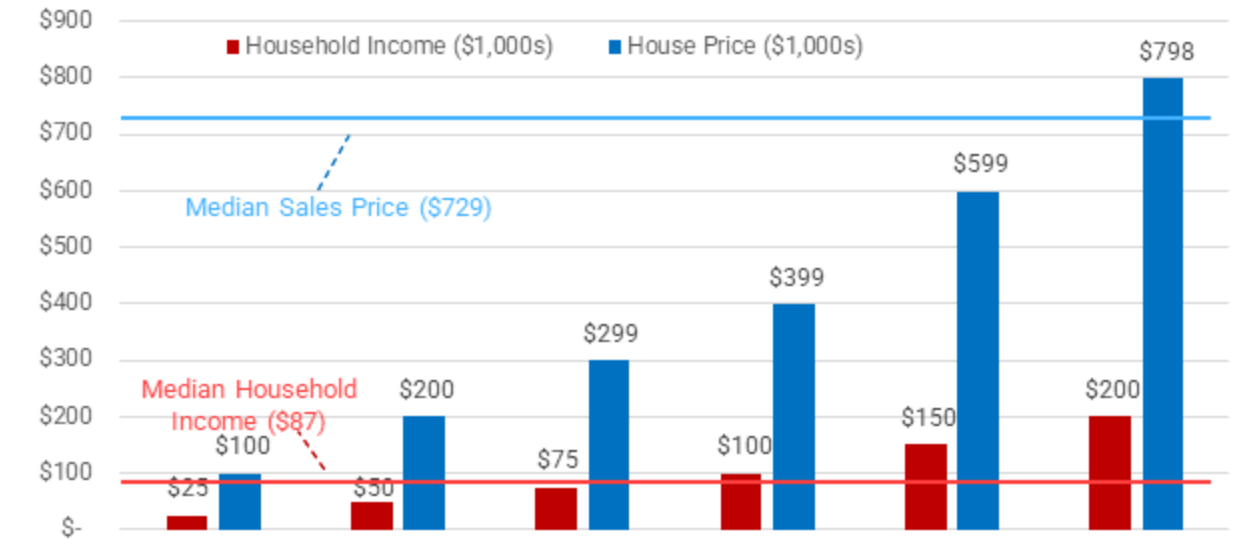


Figure 35. Housing Prices Affordable to Various Incomes with Anacortes Median Income and Sales Price, 2022. Source: Zillow, Freddie Mac, Census S2901, Leland Consulting Group

Section 5 – Housing and Service Needs

This section offers information about the needs and risks facing households in the City of Anacortes.

Projected Housing Needs by Income Band

In accordance with the GMA, all Skagit County jurisdictions are required to demonstrate that they have sufficient land capacity to accommodate the projected 2045 housing needs and jobs growth based on the Washington Office of Financial Management countywide forecasts as allocated to jurisdictions through the Countywide Planning Policies. As detailed in the March 2025 update to the Skagit County Countywide Planning Policies, adopted under Ordinance O20250002, Anacortes’s projected housing need is 2,942 new housing units between 2020 and 2045 and 3,145 new jobs between 2022 and 2045. Per the GMA, (HB 1220), Anacortes must show capacity to accommodate the projected housing needs and employment growth within the city limits and urban growth area.

The housing unit projections are further broken down by which income bands the housing units can serve, expressed as a percentage of the HUD area median income (AMI). The projected housing needs for families earning under 30% AMI are broken down into permanent units (i.e., standard housing units) and permanent supportive housing (PSH), defined in the Department of Commerce guidebook as “subsidized, leased housing for people who are experiencing homelessness or are at risk of homelessness and living with a disabling condition.” Finally, each jurisdiction received a projection for emergency housing needs, defined as “temporary accommodations for households who are experiencing homelessness or are at imminent risk of becoming homeless.” Anacortes’s housing baseline and 2045 projections by income band are shown below. Note that housing which has been developed or permitted since 2020 is counted towards meeting these projections, the baseline year for these housing unit projections is set by the Department of Commerce.

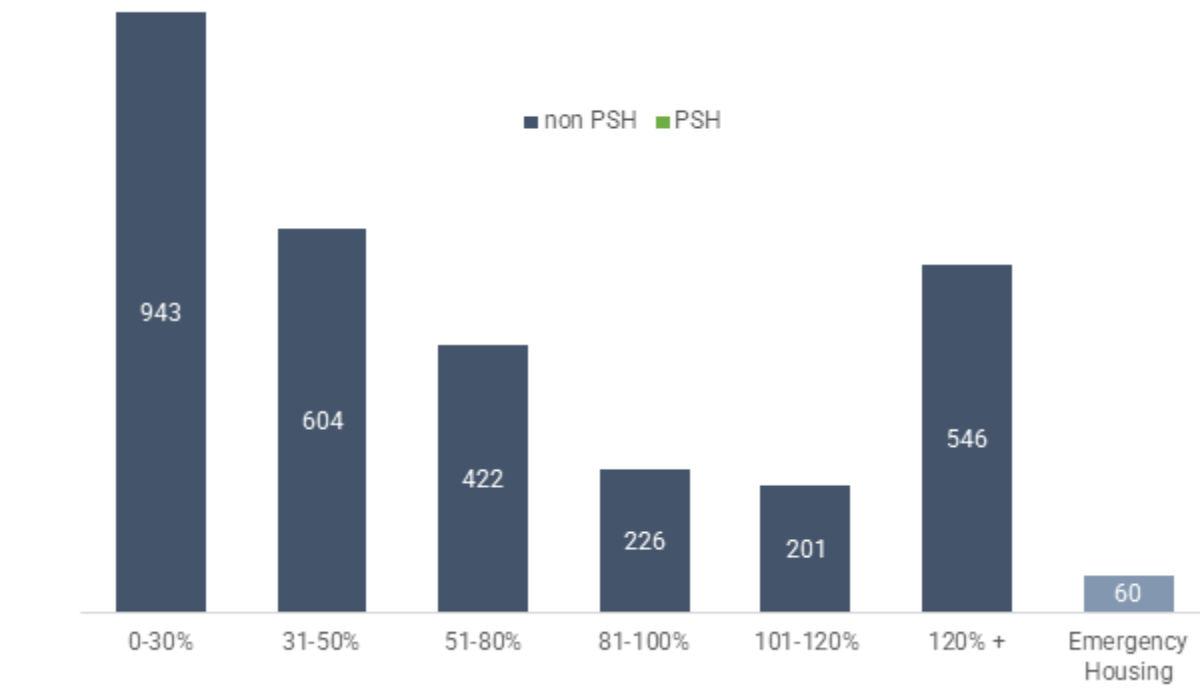


Figure 36. Net New Housing Units Needed in Anacortes, 2020-2045. Source: March 2025 update to the Skagit County Countywide Planning Policies, adopted under Ordinance O20250002Skagit County Growth Management Act Steering Committee Revised Targets (9-18-2024)

Low-Income and Cost-Burdened Households

The Department of Housing and Urban Development (HUD) sets income limits that determine eligibility for assisted housing programs.⁵ The area median family income for the Mount Vernon-Anacortes Metropolitan Statistical Area (MSA) in 2024 according to the U.S. Department of Housing and Urban Development (HUD) was \$102,800. The following table outlines the 2024 Mount Vernon-Anacortes MSA HUD income limits for low, very low and extremely low-income households making 80%, 50%, and 30% of the area median family income, respectively.

A household is considered to be "cost-burdened" if they spend more than 30% of their monthly income on housing costs (including rent and utilities).
A "severely cost-burdened" household spends more than 50% of their monthly income on housing costs.

Household Size	1	2	3	4	5	6	7	8
Extremely Low (30%)	21,050	24,050	27,050	31,200	36,580	41,960	47,340	52,720
Very Low (50%)	35,050	40,050	45,100	50,100	54,100	58,100	62,150	66,150

Low Income (80%)	<u>56,150</u>	<u>64,150</u>	<u>72,150</u>	<u>80,150</u>	<u>86,600</u>	<u>93,000</u>	<u>99,400</u>	<u>105,800</u>
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Figure 37. HUD FY 2024 Income Limits (\$), Mount Vernon-Anacortes, WA MSA. Source: HUD

In addition to income, HUD uses a measurement of “cost burden” to further determine which subset of a community’s residents are most in need of housing support or most at risk of displacement or housing hardship.

The following figure shows a breakdown of Anacortes’s households by tenure and cost burden status. Overall, about 30 percent of Anacortes’s households are considered cost-burdened. Almost half of all renter-occupied households are considered cost-burdened, while 25% owner-occupied households are considered cost-burdened.

As is the case nationwide, renters are significantly more at risk of economic hardship and displacement than homeowners. With rental rates increasing dramatically in recent years and income growth failing to keep up, it appears that renters are suffering the consequences in terms of cost burden. There is a clear need for more rental housing that is affordable to all income levels.

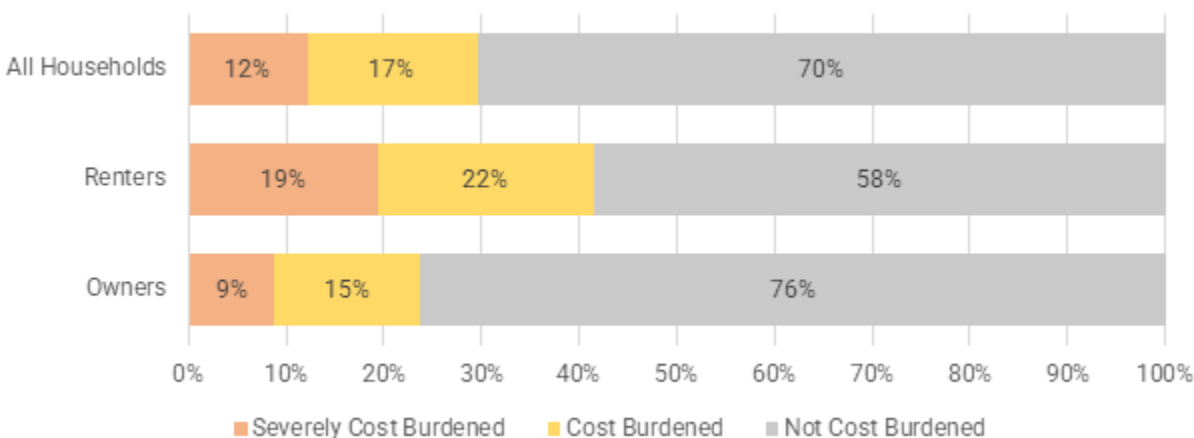


Figure 38. Household Tenure by Cost Burden in Anacortes, 2020. Source: HUD CHAS 2016-2020

The following chart shows cost burden status by household income level. Overall, about 30% of all households are considered cost-burdened. More than 60% of all households earning less than 80% AMI are considered cost-burdened. For very low and extremely low income households, more than three-fourths are considered cost-burdened. This data shows a need for affordable housing at all levels, but primarily for households earning less than 50% AMI.

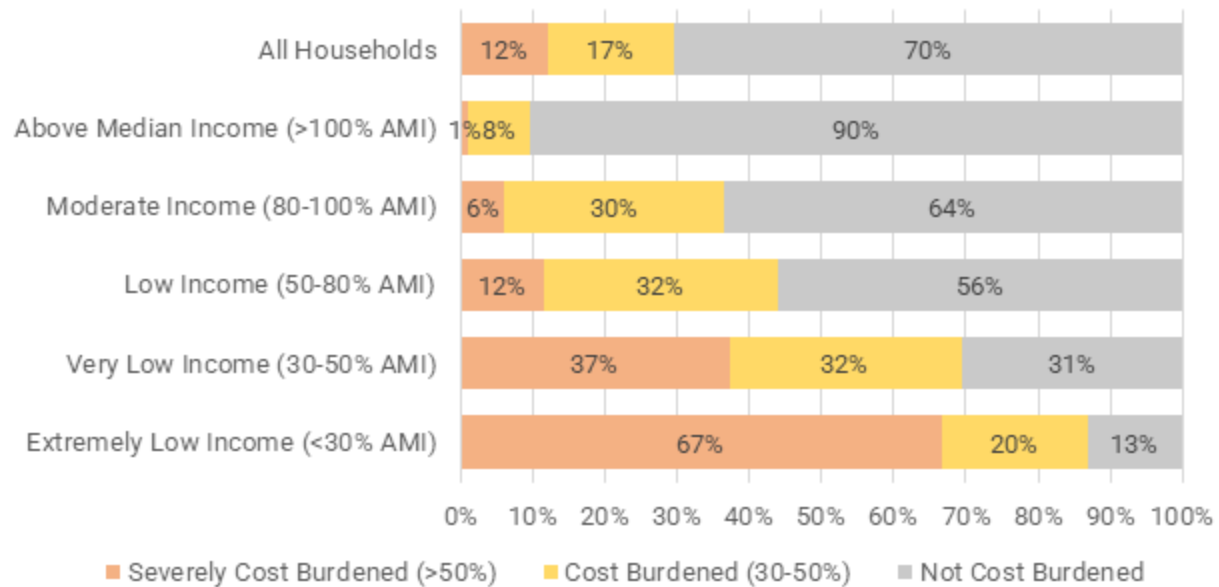


Figure 39. Cost Burden Status by Household Income Level (Percent), 2020. Source: HUD CHAS

The following table shows the same information presented in the figure above in absolute numbers. About 76% of Anacortes's 897 severely cost burdened households are either extremely low income or very low income. This reflects a significant need for new subsidized housing.

The number of cost burdened households are much more evenly distributed throughout different income levels, with most households earning more than 50% AMI. This reflects a general need for more housing at all affordability levels, both subsidized and market-rate, to ensure that housing costs do not continue to increase beyond a manageable rate.

Income	Severely Cost Burdened (>50%)	Cost Burdened (30-50%)	Net Cost Burdened	Total
<u>Extremely Low Income (<30% AMI)</u>	<u>430</u>	<u>130</u>	<u>85</u>	<u>645</u>
<u>Very Low Income (30-50% AMI)</u>	<u>250</u>	<u>215</u>	<u>205</u>	<u>670</u>
<u>Low Income (50-80% AMI)</u>	<u>120</u>	<u>335</u>	<u>580</u>	<u>1,035</u>
<u>Moderate Income (80-100% AMI)</u>	<u>49</u>	<u>245</u>	<u>514</u>	<u>808</u>
<u>Above Median Income (>100% AMI)</u>	<u>48</u>	<u>355</u>	<u>3,803</u>	<u>4,206</u>
<u>Total</u>	<u>897</u>	<u>1,280</u>	<u>5,187</u>	<u>7,364</u>

Figure 40. Cost Burden Status by Household Income Level (Total), 2020. Source: HUD CHAS

Senior Housing

The following table shows household type by income. Overall, about 46% of Anacortes’s households are occupied by seniors (either a family or living alone), and about 32% of households are occupied by small families (four or fewer people). The remainder are nonfamily households (17%) and large families (5%). Two in five senior households earn less than 80% AMI, up from about one-third in 2018. This may not account for all potential income sources for senior households, such as retirement funds or property investments, however. For example, 2023 data from the U.S. Bureau of Economic Analysis (Table CAINC4) shows that 25 percent of personal income in Skagit County came from “transfer receipts”, which include Social Security benefits, medical benefits, veterans' benefits, and unemployment insurance benefits.

It should be noted that Anacortes does not currently have many assisted living or memory care options for senior residents. This data shows a need to focus on senior living and the specific needs of Anacortes’s senior residents.

	Extremely Low Income (≤ 30% AMI)	Very Low Income (30-50% AMI)	Low Income (50-80% AMI)	Moderate Income (80-100% AMI)	Above Median Income (>100% AMI)	Total
Senior Family	<u>51</u>	<u>114</u>	<u>280</u>	<u>249</u>	<u>1,210</u>	<u>1,904</u>
Senior Living Alone	<u>254</u>	<u>315</u>	<u>335</u>	<u>123</u>	<u>433</u>	<u>1,460</u>
Large Family	<u>8</u>	<u>4</u>	<u>31</u>	<u>65</u>	<u>290</u>	<u>398</u>
Small Family	<u>148</u>	<u>102</u>	<u>250</u>	<u>218</u>	<u>1,655</u>	<u>2,373</u>
Other	<u>194</u>	<u>124</u>	<u>149</u>	<u>139</u>	<u>624</u>	<u>1,230</u>
Total	<u>655</u>	<u>659</u>	<u>1,045</u>	<u>794</u>	<u>4,212</u>	<u>7,365</u>

Figure 41. Households by Income and Type. Source: HUD CHAS

Special Needs Housing

The following table shows the number of household members in Anacortes by disability status and income. There are about 3,522 household members with a disability. About 40% of these households have incomes above 80%; 14% of these households are extremely low income; and 10% of the

households are between 30-80% of the AMI. Residents with a disability are more likely to have a self-care or ambulatory limitation (generally meaning they are unable to walk) than other disabilities.

<u>Disability Status</u> <u>(any household member)</u>	<u>Extremely</u> <u>Low Income</u> <u>(≤ 30%</u> <u>AMI)</u>	<u>Very Low</u> <u>Income (30-</u> <u>50% AMI)</u>	<u>Low Income</u> <u>(50-80%</u> <u>AMI)</u>	<u>Moderate</u> <u>Income or</u> <u>Higher</u> <u>(>80% AMI)</u>	<u>Total</u> <u>Households</u>
<u>Cognitive limitation</u>	<u>140</u>	<u>70</u>	<u>75</u>	<u>290</u>	<u>860</u>
<u>Hearing or vision</u> <u>impairment</u>	<u>100</u>	<u>30</u>	<u>60</u>	<u>329</u>	<u>779</u>
<u>Self-care/ind. living</u> <u>limitation</u>	<u>170</u>	<u>29</u>	<u>40</u>	<u>420</u>	<u>984</u>
<u>Ambulatory limitation</u>	<u>70</u>	<u>70</u>	<u>29</u>	<u>430</u>	<u>899</u>

Figure 42. Households by Disability Status and Income. Source: HUD CHAS

People Facing Homelessness

There were approximately 533 512 people experiencing homelessness in Skagit County in January 20232024, according to the annual Skagit County Point-in-Time count. This figure represented a 70% increase from 2022is similar to 2023 levels, though there was a large increase in 2023 of about 70 percent over 2022 levels. Of these, the vast majority were adults. More local and updated data would be useful to understand the scale of homelessness in Anacortes.

Section 6 – Adequate Provisions and Affordable Housing Funding Sources

Land Capacity for Housing Targets by Income Band

As part of this Comprehensive Plan update, Anacortes conducted a Land Capacity Analysis (LCA) by Income Band as required by recent updates to the Growth Management Act, using a methodology substantially laid out by the Department of Commerce in their August 2024 Guidance for Updating Your Housing Element. The full methodology, assumptions, and results of the LCA can be found in Appendix A. The table below shows the results of the LCA, confirming that Anacortes has sufficient land capacity under current zoning to accommodate its housing targets at all income bands as established by Skagit County.

Income Band (% of AMI)	Housing Needs	Aggregated Housing Needs	Pipeline Units	Remaining Housing Needs	Total Capacity	Surplus/ Deficit
<u>0-30 PSH</u>	<u>339</u>	<u>1,957</u>	<u>43</u>	<u>1,914</u>	<u>1,975</u>	<u>61</u>
<u>0-30 Non PSH</u>	<u>604</u>					
<u>30-50</u>	<u>592</u>					
<u>50-80</u>	<u>422</u>					
<u>80-100</u>	<u>226</u>	<u>427</u>	<u>109</u>	<u>318</u>	<u>538</u>	<u>220</u>
<u>100-120</u>	<u>201</u>					
<u>120+</u>	<u>546</u>	<u>546</u>	<u>143</u>	<u>403</u>	<u>778</u>	<u>375</u>
Total	<u>2,930</u>	<u>2,990</u>	<u>295</u>	<u>2,635</u>	<u>3,291</u>	<u>656</u>

Figure 43. Anacortes Housing Targets and Capacity by Income Band. Source: Washington Department of Commerce, Leland Consulting Group

Adequate Provisions

As part of this Comprehensive Plan update, Anacortes conducted an analysis required by recent updates to the Growth Management Act that reviews potential barriers to the construction of certain housing units outside of land capacity, including development regulations, funding barriers, and permitting or process obstacles. Figures 44-47 show the results of the analysis and existing barriers Anacortes may have as of 2024, prior to changes that may happen with the Comprehensive Plan update.

Income Band (% of AMI)	Housing Needs	Aggregated Housing Needs	Annual Unit Production Needed	Historical Average Annual Unit Production	Barrier Exists?
<u>0-30 PSH</u>	<u>339</u>	<u>1,957</u>	<u>78</u>	<u>13</u>	<u>Yes</u>
<u>0-30 Non PSH</u>	<u>604</u>				
<u>30-50</u>	<u>592</u>				
<u>50-80</u>	<u>422</u>				
<u>80-100</u>	<u>226</u>	<u>427</u>	<u>17</u>	<u>23</u>	<u>No</u>
<u>100-120</u>	<u>201</u>				
<u>120+</u>	<u>546</u>	<u>546</u>	<u>23</u>	<u>78</u>	<u>No</u>
<u>Total</u>	<u>2,930</u>	<u>2,990</u>	<u>117</u>	<u>115</u>	

Figure 44. Anacortes Housing Targets and Historical Unit Production. Source: Washington Department of Commerce, Leland Consulting Group

Barrier	Is this barrier likely to affect housing production? (yes or no)	Why or why not? Provide evidence.	Actions needed to address barrier.
<u>Development Regulations</u>			
<u>Unclear development regulations</u>	<u>No</u>	<u>Development regulations are clear</u>	
<u>High minimum lot sizes</u>	<u>Yes</u>	<u>In R3, R3A, and R4A zones the minimum lot size increases with each dwelling unit.</u>	<u>Utilize height and lot coverage requirements to govern the size of the building without adding</u>

<u>Barrier</u>	<u>Is this barrier likely to affect housing production? (yes or no)</u>	<u>Why or why not? Provide evidence.</u>	<u>Actions needed to address barrier.</u>
			<u>extra space requirements for increased density.</u> <u>HAP Strategy 2.4 recommends reduced minimum lot sizes in R2A, R3, R3A, R4, and R4A.</u>
<u>Low maximum densities or low maximum FAR</u>	<u>Yes</u>	<u>The maximum density allowed in the R4A zone is just 18 dwelling units per acre. The R4 and CBD zones have unlimited density, but these zones cover an extremely small portion of land in the city.</u>	<u>Consider expanding the areas where multifamily housing is permitted, particularly the R4 zone.</u>
<u>Low maximum building heights</u>	<u>Yes</u>	<u>In the R3, R3A, and R4A zones the height limit is just 35 feet and no bonuses are available.</u>	<u>While a 35-foot height limit could allow for a 3-story structure, increasing the height to 40 feet would increase flexibility, especially in the R4A zone.</u>
<u>Large setback requirements</u>	<u>Yes</u>	<u>In the R3 and R3A zones, the front and back setback requirements are 20 feet. In the R4 and R4A zones, there is a requirement for 20-foot front and 10-foot rear setbacks. There are additional side setbacks and upper floor setbacks.</u>	<u>There are already restrictions on lot coverage and requirements for open space and parking. Additional setback requirements – especially upper floor setbacks - further constrain development. Consider simplifying and increasing flexibility by minimizing</u>

<u>Barrier</u>	<u>Is this barrier likely to affect housing production? (yes or no)</u>	<u>Why or why not? Provide evidence.</u>	<u>Actions needed to address barrier.</u>
			<u>compounding requirements.</u> <u>HAP Strategy 2.4 recommended reduced setbacks in R2A, R3, and R3A zones.</u>
<u>High off-street parking requirements</u>	<u>No</u>	<u>For multifamily housing, parking requirements are based on unit size. One space per dwelling unit is required for a studio or one-bedroom, 1.4 for a two-bedroom, and 1.6 for a unit with three or more bedrooms. This is relatively low compared with nearby jurisdictions.</u>	
<u>High impervious coverage limits</u>	<u>Yes</u>	<u>In the R3, R3A, R4, and R4A zones, the maximum lot coverage allowed is 50%. This is low for multifamily (given relation to allowed height) and negatively impacts feasibility.</u>	<u>Increase the maximum lot coverage in zones that allow for multifamily housing.</u> <u>HAP Strategy 2.4.2 discussed the potential for increased maximum lot coverage with regional examples.</u>
<u>Lack of alignment between building and development codes</u>	<u>No</u>	<u>There is no lack of alignment between building and development codes.</u>	
<u>Other (for example: ground floor retail requirements, open space requirements, complex design</u>	<u>No</u>	<u>While there are significant design standards, they are unlikely to have a</u>	

<u>Barrier</u>	<u>Is this barrier likely to affect housing production? (yes or no)</u>	<u>Why or why not? Provide evidence.</u>	<u>Actions needed to address barrier.</u>
<u>standards, tree retention regulations, historic preservation requirements)</u>		<u>significant impact on feasibility.</u>	
<u>Process Obstacles</u>			
<u>Conditional use permit process</u>	<u>No</u>	<u>A conditional use permit is not required for multifamily housing in the R3, R4, R4A, and CBD zones.</u>	
<u>Design review</u>	<u>No</u>	<u>Allowed uses require only a Type II (administrative) review.</u>	
<u>Lack of clear and accessible information about process and fees</u>	<u>No</u>	<u>Information on process and fees is publicly available.</u>	
<u>Permit fees, impact fees, and utility connection fees</u>	<u>No</u>	<u>Fees are typically lower per unit for multifamily than single family development.</u>	
<u>Process times and staffing challenges</u>	<u>Yes</u>	<u>The city has staffing challenges that impact processing times.</u>	<u>Consider adopting strategies to streamline the permitting process where possible, and/or prioritize housing permits.</u>
<u>SEPA process</u>	<u>Possibly</u>	<u>SEPA review is required throughout Washington - there is no indication that it is more onerous in Anacortes than elsewhere, but there are no planned action areas that allow projects to bypass SEPA review.</u>	

<u>Barrier</u>	<u>Is this barrier likely to affect housing production? (yes or no)</u>	<u>Why or why not? Provide evidence.</u>	<u>Actions needed to address barrier.</u>
<u>Limited Land Availability and Environmental Constraints</u>			
<u>Lack of large parcels for infill development</u>	<u>Yes</u>	<u>There are significant opportunities for infill development on large lots, but these are not zoned for multifamily housing. However, some of these opportunities are not well connected to utilities.</u>	<u>Ensure that there is adequate land zoned R4 to allow developers to take advantage of the availability of land, particularly in areas connected to utilities.</u>
<u>Environmental constraints</u>	<u>No</u>	<u>The LCA takes into account the mapped/projected critical areas in the city and the LCA demonstrates that the city has enough zoned capacity to accommodate projected population, housing and employment even with the critical areas in city limits.</u>	

Figure 45. Anacortes Low- or Mid-rise Housing Barrier Review Checklist. Source: Washington Department of Commerce, Leland Consulting Group, MAKERS Architecture and Urban Design.

<u>Barrier</u>	<u>Is this barrier likely to affect housing production? (yes or no)</u>	<u>Why or why not? Provide evidence.</u>	<u>Actions needed to address barrier.</u>
<u>Development Regulations</u>			
<u>Spacing requirements (for example, minimum distance from parks, schools, or other emergency/PSH housing facilities)</u>	<u>No</u>	<u>It does not appear that there are specific standards for PSH / emergency housing.</u>	
<u>Parking requirements</u>	<u>Yes</u>	<u>Assuming multifamily parking standards apply, parking requirements could impact feasibility. Car ownership is typically lower for residents of PSH / emergency shelters.</u>	<u>Remove or reduce parking requirements for PSH and emergency shelters.</u>
<u>On-site recreation and open space requirements</u>	<u>No</u>	<u>It does not appear that there are specific standards for PSH / emergency housing.</u>	
<u>Restrictions on support spaces, such as office space, within a transitional or PSH building in a residential zone</u>	<u>Yes</u>	<u>Office space is not allowed in residential zones. PSH with supportive spaces could only be built in the CBD zone.</u>	<u>Consider allowing supportive commercial uses in multifamily zones for PSH.</u>
<u>Arbitrary limits on number of occupants</u>	<u>No</u>	<u>It does not appear that there are specific standards for PSH / emergency housing.</u>	
<u>Requirements for PSH or emergency housing that are different than the requirements</u>	<u>No</u>	<u>It does not appear that there are specific standards for PSH / emergency housing.</u>	

<u>Barrier</u>	<u>Is this barrier likely to affect housing production? (yes or no)</u>	<u>Why or why not? Provide evidence.</u>	<u>Actions needed to address barrier.</u>
<u>imposed on housing developments generally</u>			
<u>Other restrictions specific to emergency shelters, emergency housing, transitional housing and permanent supportive housing</u>	<u>Yes</u>	<u>It is not clear where - if anywhere - these types of housing are allowed in Anacortes.</u>	<u>Ensure that the code clarifies where these types of housing are allowed.</u>

Figure 46. Anacortes Supplementary Barrier Review Checklist for PSH and Emergency Housing. Source: Washington Department of Commerce, Leland Consulting Group, MAKERS Architecture and Urban Design.

<u>Barrier</u>	<u>Is this barrier likely to affect housing production? (yes or no)</u>	<u>Why or why not? Provide evidence.</u>	<u>Actions needed to address barrier.</u>
<u>Development Regulations</u>			
<u>Consistent with ADU state law</u>	<u>Yes</u>	<u>Only one ADU per single family dwelling is currently allowed, and the sale of independent units is prohibited. In addition, ADUs may not be subdivided from the principal unit. The maximum size allowed is 900 feet. Height limits are restricted to 20 feet where the roof pitch is less than 6:12. Detached ADUs have separate setback requirements from the principal unit.</u>	<u>Change ADU code to ensure it is consistent with the requirements of HB 1337.</u>
<u>Unclear development regulations</u>	<u>No</u>	<u>Development regulations are clearly stated in the code.</u>	

<u>Barrier</u>	<u>Is this barrier likely to affect housing production? (yes or no)</u>	<u>Why or why not? Provide evidence.</u>	<u>Actions needed to address barrier.</u>
<u>Large setback requirements</u>	<u>Maybe</u>	<u>Attached ADUs are subject to the same setbacks as principal units. Detached ADUs have additional setback requirements that could be a challenge.</u>	<u>Ensure that setback (and step-back) requirements are consistent with HB 1337.</u>
<u>Off-street parking requirements</u>	<u>Yes</u>	<u>A minimum of three off-street parking spaces are required for the principal and accessory dwelling units (or two on-street if available).</u>	<u>Consider not requiring additional parking for the ADU where onstreet parking is available.</u>

Figure 47. Anacortes Accessory Dwelling Unit Barrier Review Checklist. Source: Washington Department of Commerce, Leland Consulting Group, MAKERS Architecture and Urban Design

Affordable Housing Funding Gap

In the August 2023 “Guidance for Updating Your Housing Element” (also referred to as “Book 2”), the Department of Commerce provides a recommended methodology for estimating the funding gap for capital costs needed to construct sufficient affordable housing to meet jurisdictional targets. This analysis follows, as a means to help quantify the magnitude of funding needed to meet Anacortes’ affordable housing needs.

The table below shows affordable projects built in Anacortes over the past decade (as well as one planned project). In total, 82 units have been built in the past decade, serving incomes between 0 and 80 percent of the Area Median Income (AMI). This averages to 8.2 units per year, or 164 new units when trended out over the 20 year planning horizon:

Project	Year Built	Units	Income Served
The Launch	2018	20	30-60% AMI
Birch Tree Village	2023	5	0-60% AMI
The Landing	2023	21	30-50% AMI
Habitat Duplexes	2024	2	0-80% AMI
Samish Cottages	2023	14	0-80% AMI
Olson Building	2026 (planned)	20	0-60% AMI
	Total Units	82	
	Per Year Average	8.2	
	Potential Units 2026-2046	164	

Figure 48. Affordable Housing Built Since 2015 and Planned in Anacortes. Source: Anacortes Housing Action Plan, Leland Consulting Group.

In total, Anacortes has an aggregated target of 1,957 units needed to serve incomes under 80 percent AMI. However, not all of the units serving 50-80 percent AMI will likely require subsidy. Assuming that all of the units serving under 50 percent AMI and half of the units serving 50-80 percent AMI will require subsidy, there would be 1,746 units requiring subsidy over the planning horizon. Subtracting the 164 units shown above that are likely to be built based on current trends would leave a gap of **1,582** subsidized units.

The Department of Commerce provided estimates for the per-unit cost of constructing subsidized housing across the state, however no estimate for Skagit County was provided. Using the statewide

average of \$307,407 per unit, this would result in a total cost of **\$486.3 million** over the 20-year horizon (in 2022 dollars), or about **\$24.3 million** per year. This provides a rough estimate, although as noted on p. 61 of Book 2, “It is important to note that this methodology will result in a rough estimate of funding gaps in 2022 dollars. Construction costs and interest rates have been escalating rapidly. Therefore, expect the funding gap to grow during the projection period. The methodology also does not consider rents paid by tenants that can offset the total amount of public subsidy needed.”

Affordable Housing Funding Sources

As shown above, the city is likely to need significant subsidy to meet its needs for affordable housing, as is the case with jurisdictions small and large across Washington. The table below shows some local option tools available to the city to help address affordable housing funding gaps and their current status:

Local option tools for addressing affordable housing funding gaps*	Implementation status	Plans for implementation
<u>Housing and related services sales tax (RCW 82.14.530)</u>	<u>In February 2020, Anacortes voters approved a 20-year 0.1% sales tax to use for affordable housing. This is authorized by RCW 82.14.530 (effective June 2020, voter approval for such measures is no longer required). Additionally, the City collects a 0.0146% sales tax credit from the State, as outlined in RCW 82.14.543, that may be used for constructing or maintaining affordable housing. Combined, the 2021 revenue from the sales tax sources was about \$719,000. The funds have been split between the AHA and AFC. The funds are already assisting ongoing projects. These include AFC’s Landing Apartments and AHA’s Birch Tree Village townhomes and the rehabilitation of the Olson Building.</u>	<u>Implemented</u>

<u>Donating surplus public lands for affordable housing projects (RCW 39.33.015)</u>	<u>The Housing Action Plan identified city-owned land at Sharpe's Corner as a potential site for affordable housing. The City engaged a consultant team to study the feasibility of housing on the site.</u>	<u>Being studied for feasibility</u>
<u>Impact fee waivers for affordable housing projects (RCW 82.02.060)</u>	<u>Anacortes has implemented impact fee waivers under AMC 3.93.060.</u>	<u>Implemented</u>
<u>General facility charges waivers for low-income housing (RCW 35.92.380)</u>	<u>Anacortes has implemented general facility charges waivers under AMC 13.44.010.</u>	<u>Implemented</u>
<u>Application fee waivers or other benefits for affordable housing projects (RCW 36.70A.540)</u>	<u>The City offers several benefits for affordable housing, such as density bonuses within the UGA, height and bulk bonuses; and parking reductions.</u>	<u>Implemented</u>
<u>Multifamily Tax Exemption (MFTE) with affordable housing requirement (RCW 84.14)</u>	<u>Anacortes had an MFTE program from the late 2000s until 2015. No projects applied to the program during that time. However, there is renewed interest in the program among City officials and stakeholders, and no other cities in Skagit County currently offer an MFTE program. The Housing Action Plan recommended that the city reinstate an MFTE program to help fund affordable housing in Anacortes.</u>	<u>The City plans to study MFTE in 2026 or 2027</u>

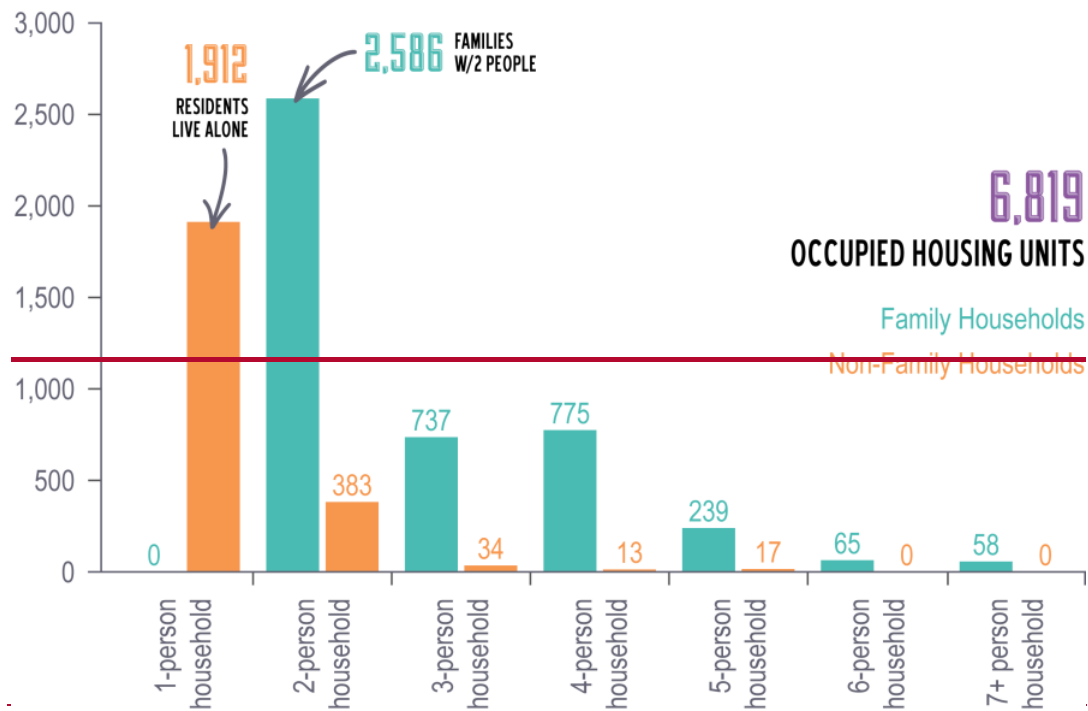
Figure 49. Affordable Housing Local Option Tools. Source: Washington Department of Commerce, Leland Consulting Group

In addition to the local option tools above, the City receives federal Community Development Block Grant (CDBG) funding of approximately \$100,000 per year that is used for low-income housing maintenance and rehabilitation. This funding also goes to either the AHA or AFC. The U.S. Department of Housing and Urban Development manages a variety of CDBG grants that cities may apply to.

Appendix A – Affordable Housing Inventory

Property Name	Zone	Units	Residents	Housing Type	Resident Criteria
Anacortes Housing Authority	-	-	-	-	-
Harbor House	CBD	50	51	Multifamily	Elderly/disabled, income 0-80% AMI
Cypress Homes	R3	14	38	Multifamily	Family, income 0-80% AMI
Cottonwood Place	R4	14	43	Multifamily	Family, income 0-80% AMI
The Willows	C	22	57	Multifamily	Family, income 0-80% AMI
Maple Leaf Apartments	C	4	12	Multifamily	Family, income 0-80% AMI
Evergreen Place	R4	2	6	Duplex	Family, income 0-80% AMI
Hawthorne Place	R4	4	7	Multifamily	Family, income 0-80% AMI
Cedar Estates	R3	2	4	Duplex	Family, income 0-80% AMI
Pear Tree Townhomes	R4	7	13	Townhouses	Income 0-80% AMI
Wilson Hotel	CBD	25	24	Multifamily	Income 30-50% AMI
Bayview Apartments	R4	46	91	Multifamily	Income 0-60% AMI
Birch Tree Village (in construction)	R4	5	-	Townhouses	Income 0-60% AMI
Olson Building (in planning)	MS	20	n/a	Multifamily	Income 0-60% AMI
Anacortes Family Center	-	-	-	-	-
Emergency Shelter	R4	9	161	Shelter	Stays up to three months
Transitional Shelter	R4	9	37	Shelter	Stays up to two years
The Launch	R4	20	52	Multifamily	Income 30-60% AMI
Affordable Housing	R3	2	n/a	Single-Family	Income 60% AMI
The Landing (in construction)	R4	21	n/a	Multifamily	Income 30-50% AMI
Private Ownership	-	-	-	-	-
Anacortes Manor	R4	35	n/a	Assisted Living	Elderly
Silverwood	C	24	n/a	Assisted Living	Elderly or disabled
Harborview Apartments	R4	32	n/a	Multifamily	Family
Bayside	R4	20	n/a	Multifamily	Family

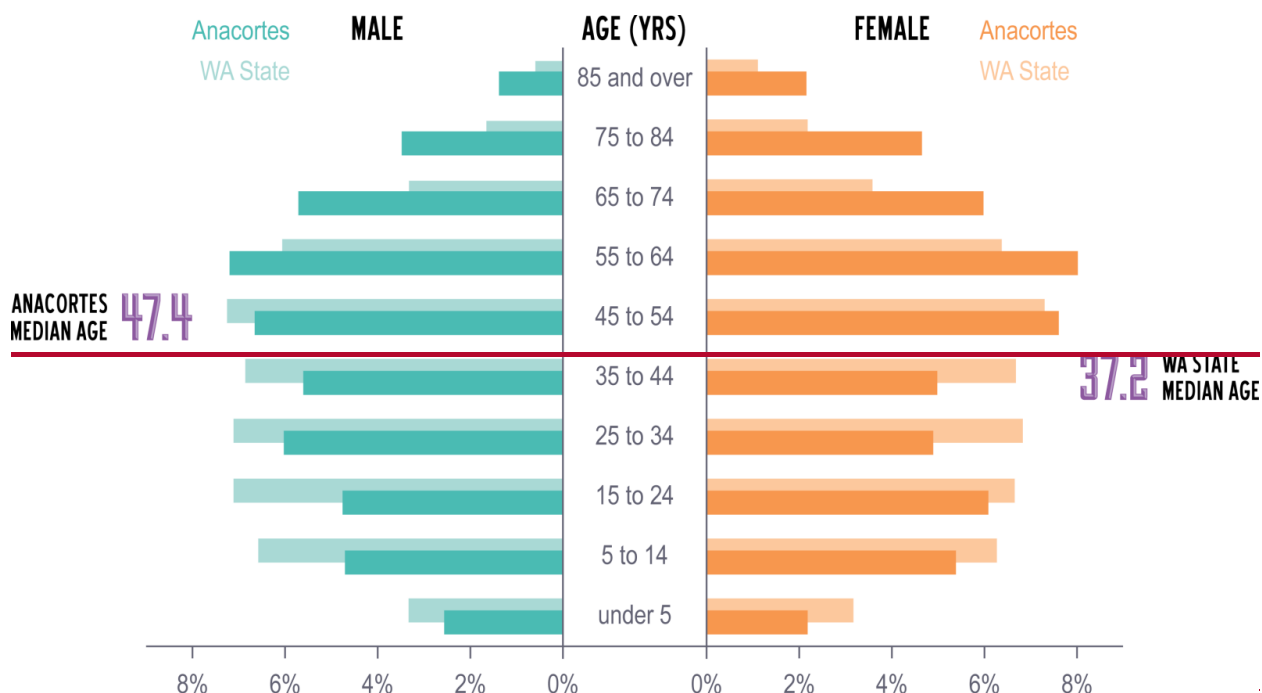
Table H-1. Household sizes in Anacortes.



Source: US Census American Community Survey 2008-2012

Anacortes residents are much older on average than other communities in Washington State. Per the US Census American Community Survey 2008-2012, the median age of Anacortes residents is 47.4, whereas the Washington State median is 37.2. Table H-2 below illustrates the full breakdown of ages between men and women in Anacortes compared to those in Washington State.

Table H-2. Anacortes age distribution compared to Washington State.



Source: US Census American Community Survey 2008-2012

Housing Stock

As of 2013, Anacortes features approximately 7,829 housing units per the OFM estimate. Detached single-family dwellings account for a great majority of the City's housing stock: 80.1%, whereas multi-family dwellings and mobile homes account for 17.6% and 2.3%, respectively (2013 OFM estimates).

Table H-3. Distribution of Anacortes's dwelling units by type compared to Skagit County and Washington State.

	Single-Family Units	Multi-Family Units	Mobile Homes	Total Housing Units
City of Anacortes	6,273 (80.1%)	1,378 (17.6%)	178 (2.3%)	7,829
Skagit County	37,739 (72.3%)	7,951 (15.2%)	6,528 (12.5%)	52,218
State of Washington	1,912,196 (64.9%)	782,293 (26.6%)	251,819 (8.5%)	2,946,308

Source: 2013 OFM population estimates

Table H-4 provides a breakdown in the acreage of land devoted to housing types and the percentage of the City's total land area, with single family uses occupying 1,495 acres, equaling 24% of the City's total acreage.

The City of Anacortes's Urban Growth Area (UGA) contains approximately 2,200 acres to the north and south of SR-20 in March Point and near Becker's Landing Airport. Existing land uses in the UGA are primarily Industrial/Manufacturing with areas of pasture/open space on March Point and acreage with single family residences located near Padilla Heights Road.

When UGA lands are included in the analysis, single family residential development decreases from approximately 24% to 19% of land use in the community.

The following table includes estimated acreages for existing land uses with the City of Anacortes and Anacortes's UGA.

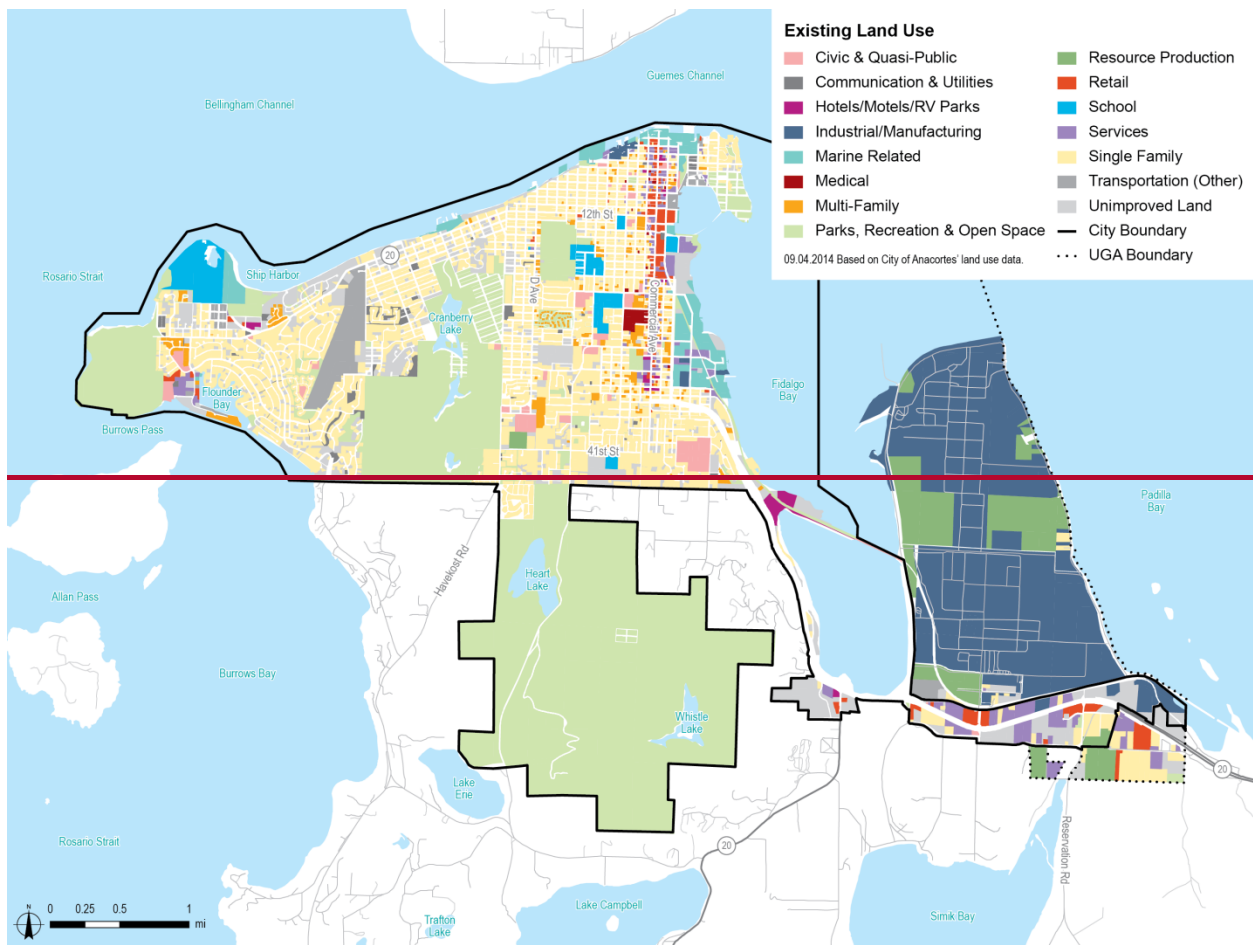
Table H-4. Inventory of existing housing uses in the City of Anacortes and Anacortes' Urban Growth Area.

Land Use Type	City		City + UGA		UGA	
	Acre	% of Total	Acre	% of Total	Acre	% Change
Multi-Family	116	1.9	116	1.4	-	-
Single Family	1,495	24.0	1,569	18.9	-	-
Total	6,237		8,289		2,052	

Source: Skagit County Assessor's Office

Figure H-1 on the following page illustrates existing land uses within Anacortes, including single family and multi-family uses. Note that most of the city's multi-family dwellings are located near the commercial areas around Downtown, along Commercial Ave (SR-20), and near the Operations Division of Anacortes Public Works, Flounder Bay, and the ferry terminal.

Figure H-1. Inventory of Existing Land Uses in the City of Anacortes.



Source: City of Anacortes GIS Department, 2014

Residential Construction and Cost Trends

Table H-5 on the following page illustrates the number of single and multi-family residential permits issued between 2003 and 2013. The numbers reflect the regional economic conditions with construction boom between 2003-2005 and recession era numbers between 2008 and 2012. 2013's numbers reflect an upswing trend that mirrors the growing regional economy. The numbers also amplify the lack of multi-family construction.

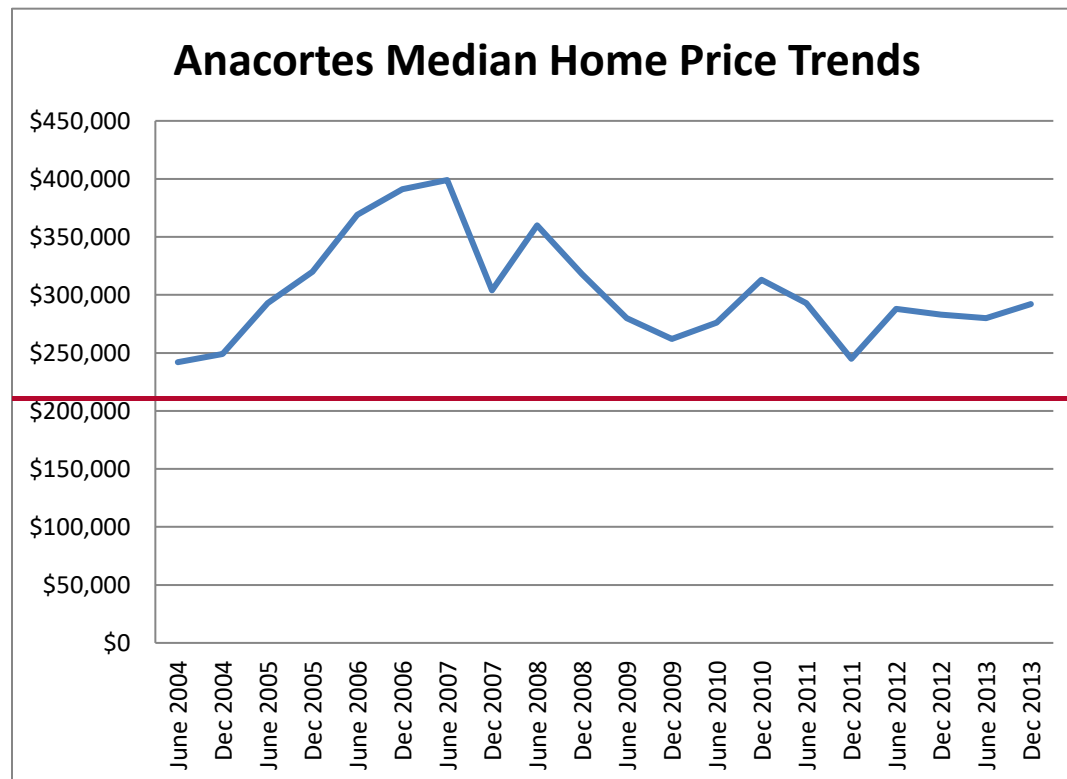
Table H-5. Residential permit activity in Anacortes between 2003 and 2013.

Year	SFR Permits Issued	MFR Permits Issued	MF Units
2003	111	6	9
2004	165	6	15
2005	172	27	78
2006	97	8	32
2007	66	6	15
2008	44	0	0
2009	22	0	0
2010	33	1	2
2011	41	0	0
2012	44	0	0
2013	90	1	2

Source: Anacortes Building Department, 2014.

Trends in housing prices and rents are a measure of housing market conditions. The trends reflect the underlying strength of the market and also the availability of housing to meet the needs of current and prospective future residents. The following table shows housing price trends for home sales in Anacortes over the past ten years. The data are provided by monthly figures from Zillow.

Table H-6. Anacortes median home price trends.

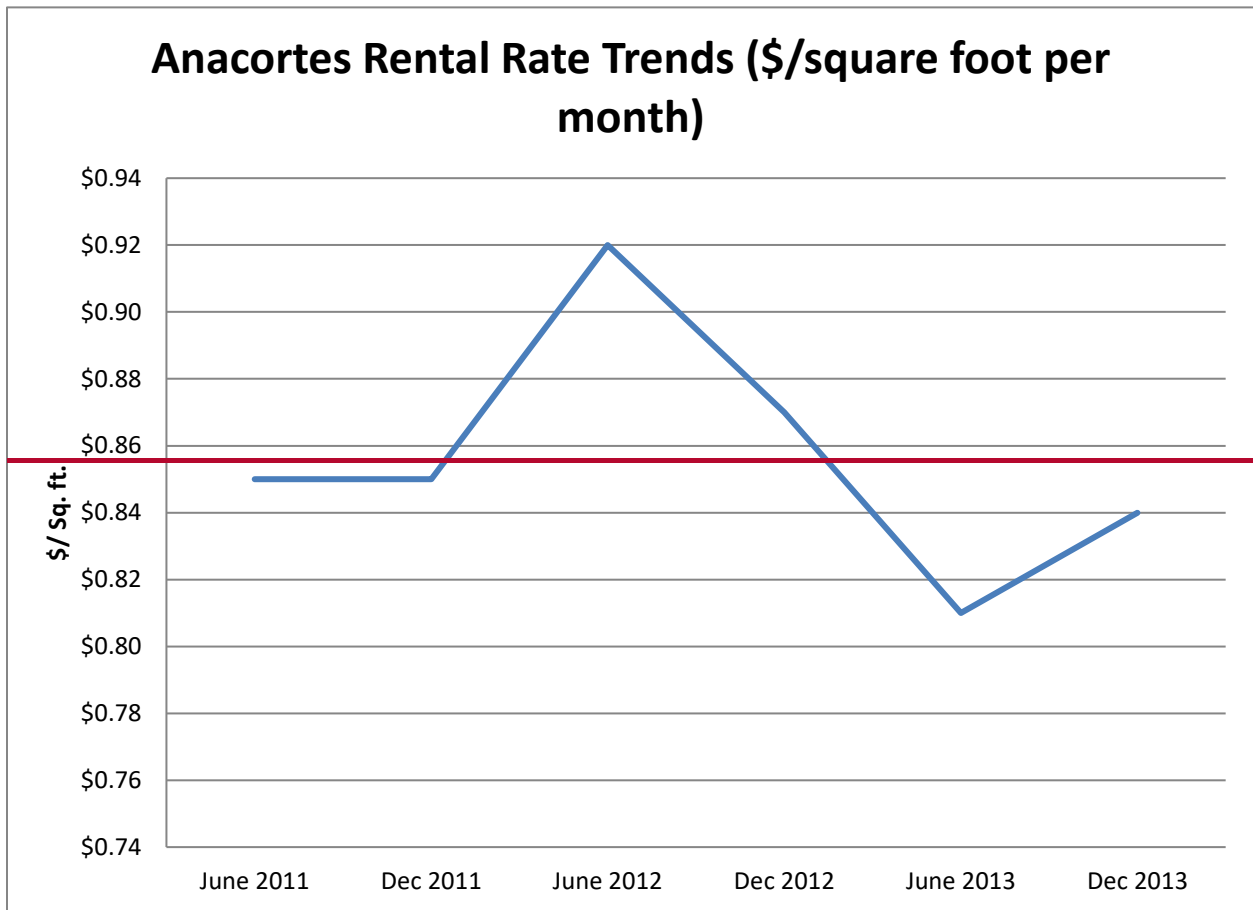


Source: Zillow

As shown, prices increased dramatically from 2004 through 2006. Prices dropped in 2007 through 2011, and began a slow recovery since that time. Prices approached \$400,000 at the peak of the market, and are slightly below \$300,000 over recent months.

The rental market is not nearly as active in Anacortes, and there is a limited amount of data available. The following table summarizes rental rate trends for the past three years. Rents are expressed on a per square foot per month basis. Data are provided by Zillow.

Table H-7. Anacortes rental rate trends.



Source: Zillow

Rents have varied within a range of \$.81 to \$.92 per square foot per month. Rents have increased further to \$.94 per square foot per month in April of 2014. This is equivalent to \$1,275 for a 1,356 square foot unit. A unit of this size is likely to be a townhome rather than an apartment. A one bedroom apartment with 675 square feet would rent for \$635 per month at this rate. A two bedroom apartment would rent for \$825 per month.

Household Income & Housing Affordability

Affordability is usually defined as the ability of a household with average income to purchase an average priced home. More specifically, a Housing Affordability Index (HAI) is defined as the ratio of the price of a home that a household with median income and spending 25% of that income on principal and interest at the prevailing interest rate for a 30 year mortgage, divided by the median sale price of homes in the area. The following table compares the index over the past real estate cycle.

Table H-8. Trends in Anacortes housing affordability.

	June 2007	Sept 2010	March 2014
Affordable Home Price			
Estimated Annual Income*	\$59,250	\$59,857	\$63,315
30 Fixed Mortgage Rate	6.15%	4.46%	4.39%
Affordable Monthly Princ. & Int. (@25%)	\$1,234	\$1,247	\$1,319
Affordable Mortgage	\$202,613	\$247,272	\$263,722
Affordable Home Price (80% Mortgage)	\$253,266	\$309,090	\$329,652
Median Sale Price	\$399,000	\$250,000	\$319,000
Affordability Index**	63.5	123.6	103.3
* Extrapolated from 2010 ACS figure based on OFM Skagit County estimates.			
Skagit County	\$53,874	\$54,426	\$57,570

**** Index greater than 100 indicates that household with median income can afford median price home.**

Source: Property Counselors

As shown, the affordable sales price for a home at the peak of the market in 2007 was only \$253,000, while the median sale price was \$399,000. The housing affordability index was only 63.5. By the end of 2013, the ratio was up to 103.3. Housing was most affordable in 2010 when home prices and mortgage rates were at their lowest levels. A key assumption in this calculation is the 20% down payment. First time homebuyers typically don't have a down payment of this size. A separate set of assumptions can be applied to a first time homebuyer's affordability index.

A similar affordability index can be calculated for rental housing. That index compares the amount of rent that a household can afford to pay at 30% of their household income, to median rents. A household with an estimated median income of \$63,000 in 2013 could afford to pay \$1,575 per month in rent, an index of 124. In fact, many renters may have incomes that are less than the median. Further, there are a limited number of rental opportunities in the local market.

Skagit County commissioned an interim report on Building a Skagit County Housing Affordability Strategy in 2013. The report discusses (1) The scale of the affordability problem and how much is needed at the County level; (2) Components of a strategy and the issues to factor in; (3) What are the

essential ingredients and what is missing?; and (4) Next steps and what can be done to improve the situation. The report notes that two out of every five households cannot afford the housing they occupy in Skagit County (38.6%, 16,875 out of 43,713 households), based on income and expense levels (housing expenses exceeding 30% of monthly income level).

Housing Needs in Anacortes

In 2015, Skagit County commissioned a report that provides a summary of housing concerns across Skagit County and a profile of each community within the County. Some of the key trends and considerations for housing county-wide and in Anacortes include:

- The population is aging, those that are aging tend to have more disabilities. An increasing percentage of senior citizens in the population may warrant alternative forms of housing.
- Household sizes are getting smaller. The increasing share of smaller households may require forms of housing other than detached single family (smaller lot detached, cottage, townhome, attached multi-family units, etc.)
- Household poverty has increased. There is an increase in cost-burdened households, particularly, renters.
- Homelessness is a special need in the County, and affects children and adults.
- Housing stock is predominantly single family and the housing stock is aging.
- There is a greater need for affordable ownership and rental housing.
- There is a demand for housing by those who work in Anacortes.

Table H-9. Housing Needs Profile for Anacortes.

1. Demographic Profile	Population 2014: 16,190 Households 2013: 6,795 Average Household Size 2013: 2.34 Median Household Income 2013: \$59,116 6% above Countywide Area Median Income (AMI) of \$55,925	QFM, 2014 2013 5-Year ACS
2. Housing Stock Profile	Housing Units 2014: 7,861 Housing Type 2014: • Single family homes share: 80% • Two or more units share: 18% • Mobile home unit shares: 2% Bedrooms 2013: 71.7% of homes in Anacortes had 2 or 3 bedrooms. Tenure 2013: • Owner occupied: 66.0% • Renter occupied 34.0%	QFM, 2014 2013 5-Year ACS
3. Household Income Distribution	Based on the countywide area median income (AMI) of \$55,925 in 2013: • Households earning 30% and below AMI: 12.5% • Households earning 31-50% AMI: 10.2%	2013 5-Year ACS

	Households earning 51-80% AMI: 15.5% Anacortes has a comparable share to the County as a whole of households earning 80% or less.																																																																																	
4. Household Earnings and Housing Burden	Households earning less than 80% of the AMI 2013: - Countywide 40.4% - Anacortes 38.2% Spending more than 30% on housing and earning below 80% of AMI 2012: - Countywide 25% - Anacortes 22%	CHAS Tool, HUD 2012 2013 5-Year ACS																																																																																
5. Match of Rental Stock to Income Levels	Anacortes Renter-Occupied Income and Current Rents <table><thead><tr><th rowspan="2">Ratio to Skagit County AMI \$55,925</th><th colspan="2">Income Ranges</th><th colspan="2">Monthly Housing Budget*</th><th colspan="2"> Estimated Renter HHs</th><th colspan="2"> Estimated Gap</th></tr><tr><th>Low</th><th>High</th><th>Low</th><th>High</th><th>Count</th><th>Percent</th><th>Units</th><th>over/(under)</th></tr></thead><tbody><tr><td>Under 30%</td><td>\$0</td><td>\$17,000</td><td>\$0</td><td>\$425</td><td>526</td><td>23%</td><td>229</td><td>(297)</td></tr><tr><td>30 - 50%</td><td>\$17,000</td><td>\$28,000</td><td>\$425</td><td>\$700</td><td>372</td><td>16%</td><td>305</td><td>(67)</td></tr><tr><td>50 - 80%</td><td>\$28,000</td><td>\$45,000</td><td>\$700</td><td>\$1,125</td><td>428</td><td>18%</td><td>789</td><td>361</td></tr><tr><td>80 - 100%</td><td>\$45,000</td><td>\$56,000</td><td>\$1,125</td><td>\$1,400</td><td>211</td><td>9%</td><td>161</td><td>(49)</td></tr><tr><td>100 - 120%</td><td>\$56,000</td><td>\$67,000</td><td>\$1,400</td><td>\$1,675</td><td>181</td><td>8%</td><td>301</td><td>120</td></tr><tr><td>120% or Over</td><td>\$67,000</td><td></td><td>\$1,675</td><td>\$0</td><td>595</td><td>26%</td><td>241</td><td>(354)</td></tr><tr><td>Total</td><td></td><td></td><td></td><td></td><td>2,312</td><td></td><td>2,026</td><td>(287)</td></tr></tbody></table> *Estimated monthly housing budget based on 30% of monthly gross income. More units are needed to meet renter households with incomes at under 30% of the County median income (287-unit gap).	Ratio to Skagit County AMI \$55,925	Income Ranges		Monthly Housing Budget*		 Estimated Renter HHs		 Estimated Gap		Low	High	Low	High	Count	Percent	Units	over/(under)	Under 30%	\$0	\$17,000	\$0	\$425	526	23%	229	(297)	30 - 50%	\$17,000	\$28,000	\$425	\$700	372	16%	305	(67)	50 - 80%	\$28,000	\$45,000	\$700	\$1,125	428	18%	789	361	80 - 100%	\$45,000	\$56,000	\$1,125	\$1,400	211	9%	161	(49)	100 - 120%	\$56,000	\$67,000	\$1,400	\$1,675	181	8%	301	120	120% or Over	\$67,000		\$1,675	\$0	595	26%	241	(354)	Total					2,312		2,026	(287)	2013 5-Year ACS BERK, 2015
Ratio to Skagit County AMI \$55,925	Income Ranges		Monthly Housing Budget*		 Estimated Renter HHs		 Estimated Gap																																																																											
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6. Match of Ownership Costs to Income Levels	Median Home Value 2013: \$318,000 22% above the Countywide Median Home Value - Total Homeowners paying > 30% of their income on mortgage 2013: 39.3% - Lower income Owners spending > 30% on housing and earning below 80% of AMI 2012: 8%	2013 5-Year ACS CHAS Tool, HUD 2012																																																																																
7. Countywide Housing Need Objective	40% of the county wide housing stock affordable to households earning at or below 80 percent of the countywide AMI. See Appendix for more discussion of this objective and how it can be tracked.	2013 5-Year ACS																																																																																
8. 2036 Growth Allocations and Potential Housing Need	Population Growth Allocation 2015-2036: 5,895 new persons Converted to households: 2,541 Desired number of units affordable to households earning 80% and below AMI: - Based on Countywide need, 40% = 1,016 - Based on Anacortes need, 38% = 971	SCOG, 2014 BERK, 2014 and 2015																																																																																
9. Current Measures Addressing Need	The Anacortes Housing Authority (AHA) provides several low income housing programs. AHA owns and manages their own units, which include the Bayview Apartments (24 Project Based Section 8 units and 22 Tax Credit units), various public housing sites (62 units), the Harbor House (49 units for elderly/disabled) and The Wilson Hotel (25 Tax Credit units).	Anacortes Housing Authority Anacortes Municipal Code																																																																																

	Tax Exemption: Anacortes Municipal Code Section 15.45.030(F) indicates that an additional four years (over the baseline of 8 years) of tax exemption is available for multi-family projects with at least twenty percent of rental units available to low and moderate income households or twenty percent of sales available to moderate income households. Accessory Dwelling Units: In Anacortes, accessory dwelling units are allowed in a variety of residential zones (AMC Section 17.10.170). Variety of Densities and Housing Types: The City has a variety of zones with low, medium, and high densities, and allowances for mixed uses. The City has a planned unit development and cottage housing approval process.	
10. Possible Community Policy Responses to meeting housing needs	Consider appropriate tools to meet local needs. These may include innovative single family techniques, and tools addressing expensive housing markets, mixed use centers, education and outreach. Puget Sound Regional Council Housing Toolkit: http://www.psrc.org/growth/housing/hip/ Municipal Research and Services Center, Housing Programs: http://mrsc.org/Home/Explore_Topics/Planning/Specific_Planning_Subjects_Plan-Elements/Housing/Housing_Programs.aspx	BERK 2015

Source: Skagit County Affordable Housing Needs, Local Community Housing Profiles (July 2015), BERK Consulting

In 2016, the City of Anacortes established the City Council Affordable Housing & Community Services Committee (AH&CS Committee) with the goal to develop a strategic plan to improve housing affordability and to make recommendations on budget allocations for social services. The strategic plan will address the critical issues facing many individuals and families now within the community by creating pathways to eliminate these issues. In April, 2016, the AH&CS Committee invited community leaders involved in the lives of low income residents within the community to participate in a symposium to assist in identifying the services that are lacking in Anacortes for lower income residents, which will help inform the development of the strategic plan.

Homelessness

While limited data exists about the number of homeless within Anacortes, “point-in-time” counts conducted by Community Action of Skagit County counted 28 homeless individuals in January, 2013 and 14 in January, 2014. The Anacortes Family Center serves between 150-170 individuals each year. They are a nonprofit 501(c)(3) homeless shelter serving homeless women, children and families in Anacortes and the surrounding area. The center provides housing for 60-90 days and intensive case management and life skills education to assist the household with gaining the skills and resources needed to become fully self-sufficient. 65% of those served annually are children—the vast majority of those from single parent families (most fleeing domestic violence).

Economic Development Background

Background & Context

Growth Management Act

The Growth Management Act (GMA) requires that comprehensive plans include an Economic Development element establishing local goals, policies, objectives, and provisions for economic growth and vitality, and a high quality of life.

Anacortes's Economic Development Landscape

~~Some general overview discussion (from WWU Report) here?~~ Western Washington University prepared a Strategic Economic Development Plan in 2025, including outreach to business owners and stakeholders, a retail void analysis, and background research on the city's economy. The main findings of the report were summarized in a SWOT (Strengths, Weaknesses, Opportunities, and Threats) analysis shown below:

STRENGTHS

- **High Quality of Life:** The community is highly rated by residents, with a strong sense of safety, trust, and social connection. The city's culture, downtown amenities, and outdoor recreation are key attractions.

- **Strong Community Engagement:** There is a high degree of social interaction, with residents actively volunteering and enjoying outdoor activities, contributing to a strong sense of belonging. With a population of 65+ aged residents that is higher than the national average, those who are retired may have more time to invest in activities such as volunteering.
- **Commitment to Public Safety and Healthcare:** Survey respondents and discussion group members highly value access to emergency services, healthcare, and public safety.
- **Natural Beauty:** Residents appreciate the city's natural surroundings, including access to forestlands and the water, which contribute to Anacortes's appeal as a place to live.
- **Strategic Location and Infrastructure:** Anacortes benefits from excellent transportation connections, such as access to State Route 20, ferry terminals linking to the San Juan Islands and Guemes Island, and a regional airport. This offers easy accessibility for residents, visitors, and businesses.
- **Port of Anacortes:** The Port is a key economic asset, supporting shipping, fishing, and recreational boating. It has deepwater docks, which are a less common resource in Washington, and serves as a hub for marine activities, contributing significantly to local spending.
- **Marine Economy:** In addition to the Port, Anacortes also supports a marine economy including boat sales, repair, storage, and outfitting, through companies such as BananaBelt Boats, North Harbor Diesel, and Seattle Yachts. The industry also includes a market for piers, piles, and floats with companies such as Culbertson Marine Construction, and Transpac Marinas. Cargo delivery between vessels also contributes to the marine economy, with Arrow Marine Group providing services to boats calling on Washington Ports and San Juan Marine Freight providing a variety of transportation services related to marine activities.
- **Industrial Economy:** The presence of two large refineries and an active industrial landscape ensures a stable economic base. These refineries are major employers and bring substantial commercial activity to the region.
- **Recreational Opportunities:** Anacortes offers ample outdoor activities through its recreational boating industry, arts & culture, Community Forest Lands, trail systems, and recreational facilities like Fidalgo Pool and Fitness Center.
- **Public Health and Educational Facilities:** The city offers a Level III trauma facility and various educational institutions, including higher education facilities focused on marine technologies.

WEAKNESSES

- **Housing Affordability:** A significant number of residents report poor housing affordability, with a lack of options for all income levels and challenges related to homeownership.
- **Business Longevity & Diversity:** The local economy is challenged by a lack of business diversity, with businesses struggling to stay open and profitable, resulting in high turnover.
- **Limited Public Transportation:** Residents express dissatisfaction with the city's public transportation, including infrequent bus service and lack of connectivity, making commuting difficult for non-drivers.
- **Limited Retail and Grocery Options:** There is a clear gap in the availability of certain goods and services, especially basic supplies and entertainment, which forces residents to shop outside the city.
- **Limited Nightlife and Social Spaces:** A lack of nightlife and third spaces for diverse social gatherings makes it difficult for various groups to interact outside of their homes or workplaces.
- **Limited Higher Education Options:** The city lacks major colleges or universities, which may cause residents to seek educational opportunities elsewhere, limiting the local talent pool.
- **Infrastructure Gaps:** Anacortes lacks direct access to I-5, making it less likely for travelers passing through the area to stop. Additionally, the city has limited flat, buildable land, which could deter development.

OPPORTUNITIES

- **Improved Housing Solutions:** There is an opportunity to focus on increasing housing density, expanding affordable housing options, and revising city building codes to support housing development.
- **Business Development and Diversification:** There is room for expanding business opportunities and fostering long-term sustainability for local businesses through better support and incentives.
- **Increased Community Engagement:** The city can focus on fostering more community participation for citizens of all ages by holding meetings at times that work for different schedules and leveraging creative ways to advertise public events focused on civic engagement.
- **Sustainability and Climate-Conscious Growth:** Residents want Anacortes to focus on climate-conscious growth, which could include promoting green initiatives, better infrastructure, and sustainable practices. A focus on bringing green jobs to Anacortes could also set the city up well for potential future demand related to renewable energy.
- **Improved Transportation and Connectivity:** Expanding public transportation and bike infrastructure would address current concerns, reducing reliance on cars and improving regional access.
- **Addressing Retail and Service Voids:** The void analysis highlighted gaps in services like attorneys, service stations, and automobile body shops, representing opportunities to attract businesses and reduce the need for residents to commute outside the city.
- **Fostering Tourism:** With its ferry terminal and recreational offerings, Anacortes has the opportunity to attract more tourism. Strengthening marketing efforts for visitors passing through the ferry terminals could drive additional business activity.

THREATS

- **Economic Struggles for Local Businesses:** High business turnover and lack of profitability pose a risk to the city's economic stability and vibrancy. If businesses continue to struggle, it could lead to a loss of services and employment.
- **Housing Shortages and Workforce Issues:** The lack of affordable housing and living-wage jobs could result in residents moving out or being unable to attract new talent, hurting the city's long-term development. The City is addressing housing affordability with many actions, but it is a challenging region-wide issue.
- **Outmigration for Basic Services:** Residents report leaving the city for essential services like groceries, entertainment, and childcare, which could decrease local spending and hurt downtown businesses.
- **Traffic and Development Concerns:** Introducing new retail zones outside the downtown area could increase traffic and shift business activity away from the city center, potentially hurting local businesses.
- **Limited Development Potential:** The geographic constraints (lack of flat land and no access to I-5) may hinder future growth and development.
- **Dependence on a Few Sectors:** Anacortes's economy is significantly tied to the port and industrial sectors (e.g., refineries), which could make the city vulnerable to changes in the global energy market or economic downturns that affect these industries.
- **Competitive Regional Economy:** With neighboring cities offering more educational, business, and housing opportunities, Anacortes may struggle to retain its residents, especially younger individuals who seek diverse opportunities for work and lifestyle.
- **Aging Population:** With 31% of the population being 65 years or older, Anacortes faces potential challenges in ensuring long-term workforce sustainability and meeting the needs of its aging population.

Tourism Promotion Strategic Plan

The City of Anacortes’s 2023-2028 Tourism Promotion Strategic Plan outlines the city’s lodging tax program and revenues, a list of tourism-related events throughout the year, as well as 14 goals with associated actions and strategies with the mission to “enhance the local economy and local culture by attracting visitors who stay longer, engage with our small businesses and make lasting connections with our community.”

The plan’s goals and strategies include a variety of goals around allocation of lodging tax funds, prioritization and selection criteria for events funding and marketing and promotion. There are also goals relating to planning and developing tourism infrastructure and community building.

The full plan can be found at: <https://www.anacorteswa.gov/DocumentCenter/View/25517/2023-2028-Tourism-Promotion-Plan>

SCOG Comprehensive Economic Development Strategy (CEDS)

The Skagit Council of Governments (SCOG) adopted a 2024-2029 Comprehensive Economic Development Strategy in December 2024. This document sets forth a strategic vision for Economic Development in the County, including a SWOT analysis and background data on the County’s economy. The plan’s vision is that “Skagit County is a desirable destination to live, work, visit, and invest. Residents benefit from a diverse and resilient economy that supports living-wage jobs and economic prosperity for all.”

The plan has five goals as follows:

- Goal 1. Ensure a qualified workforce that meets employers’ needs well into the future. (Workforce and talent Development)
- Goal 2. Foster a strong and diverse economy through growth in industry strengths and emerging opportunities. (Growth and Diversification)
- Goal 3. Provide small businesses in Skagit with tools to start, stay, grow, adapt, and flourish. (Equitable Small Business Support)
- Goal 4. Preserve and enhance Skagit’s natural environment, quality of life, and appeal to businesses, residents, workers, and visitors. (Livability & Quality of Life)
- Goal 5. Strengthen critical infrastructure to enhance resiliency, expand connectivity, and promote private investment. (Infrastructure and Planning)

The CEDS also contains a number of near-term priority actions and longer-term strategies and actions to support these goals. The full plan is available at:

<https://www.scog.net/Content/2025/01/SCOG%20CEDS%20Final%20Adopted%20%202024-12-18.pdf>

Downtown Anacortes Alliance and Main Street Program

The Downtown Anacortes Alliance’s mission is “to cultivate a vibrant, thriving downtown district.” To this end, they provide resources to businesses, a downtown beautification program, a culinary incubator, and have been recongnized as an official community by the Washington Main Street Program, a national model for community development which provides access to local, State, and Federal grant sources that benefit downtown businesses and owners.

Full information on the Alliance and Main Street Program can be found at:
<https://downtownanacortesalliance.org/home/about/main-street/>

Population Conditions

Current and future population drives opportunities for new employment and development. Population conditions are presented in terms of demographic characteristics, projected population growth, and trade area population.

Demographic Characteristics

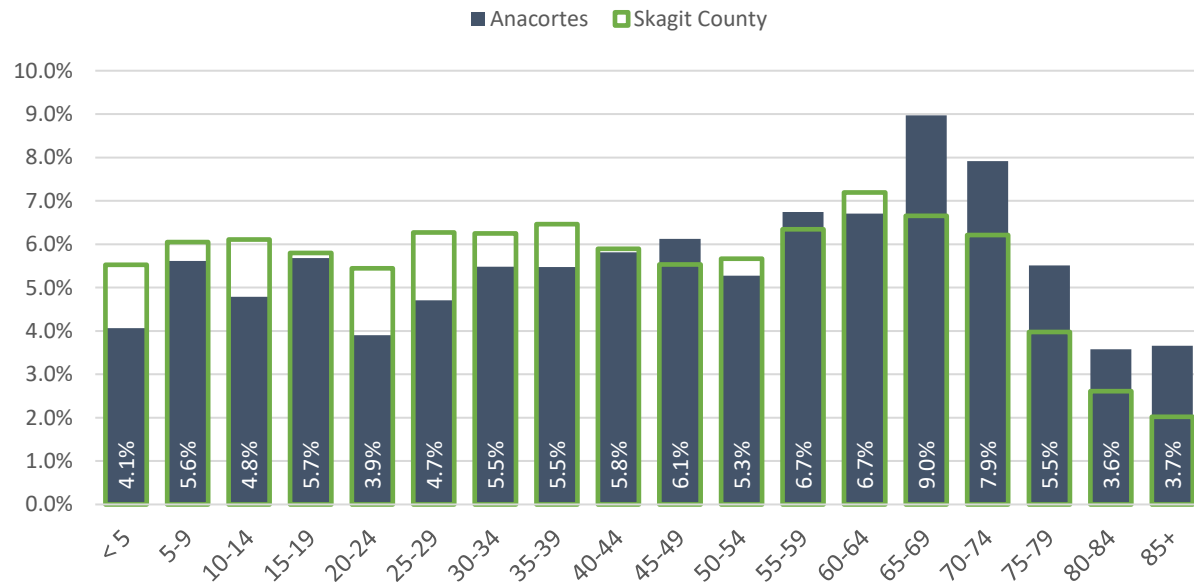
~~Several demographic characteristics are compared for Anacortes, Skagit County and Washington State in Table ED-1 below.~~ Several demographic indicators are particularly relevant when planning for economic development, including the population’s age, household composition, and incomes. The chart below shows the age of Anacortes’s population when compared with Skagit County. The population skews significantly older than the county, with particularly lower numbers of residents aged 20-39 and higher numbers of residents over 65. Census data also indicates that Anacortes has a lower share of family households (defined as “a householder and one or more people living in the same household who are related to the householder by birth, marriage, or adoption”²) at 63 percent, compared with 68 percent across Skagit County.³

² U.S. Census Bureau Glossary

³ 2022 American Community Survey 5-Year Estimates, Table S2501

Figure ED-1. Age Distribution in Anacortes and Skagit County, 2022.

	Anacortes	Skagit County	Washington State
Population 2010	15,778	116,901	6,724,540
Households 2010	6,980	45,557	2,620,076
% Family Households	63.9%	67.3%	64.4%
Households w/ <18 yrs.	24.3%	30.8%	31.9%
Households w/65+ yrs.	36.4%	29.5%	22.8%
Avg. HH Size	2.25	2.53	2.51
Avg. Family Size	2.75	3.01	3.06
Median Age	47.2	40.1	37.3
Med. HH Inc. 2008-2012	\$59,587	\$56,457	\$59,374
Households w/ Earnings	67.0%	74.9%	79.8%
Source: US Census Bureau			

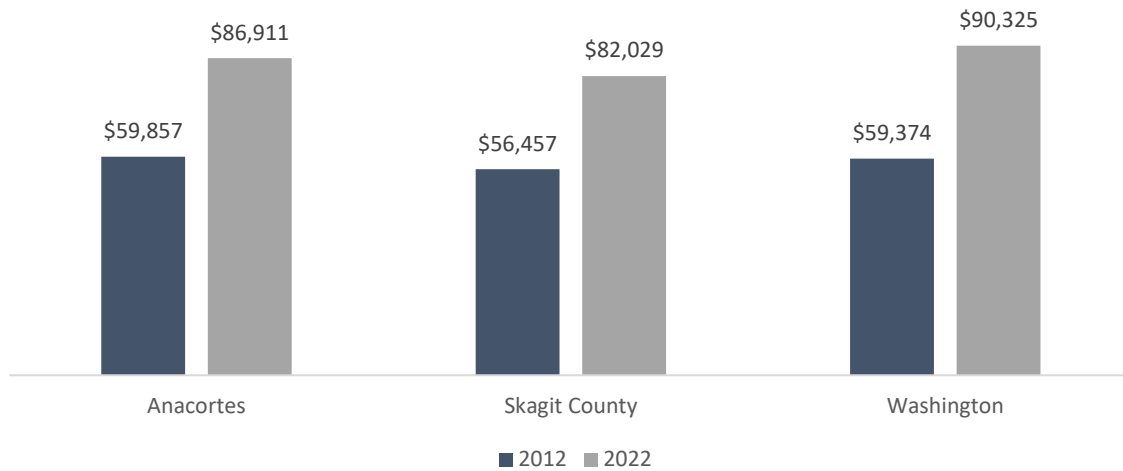


Source: 2022 American Community Survey 5-Year Estimates, Table B01001

As shown below in Figure ED-2, incomes in Anacortes have increased significantly over the past decade and are higher than countywide average incomes, though slightly lower than the statewide figures. The city also has a higher share of very high income earners with household incomes of \$150,000 and higher when compared with Skagit County as a whole.⁴

⁴ 2022 American Community Survey 5-Year Estimates, Table B19001

Figure ED-2. Median Household Income in Anacortes, Skagit County, and Washington, 2022



Source: 2022 American Community Survey 5-Year Estimates, Table S2503

Overall, Anacortes has a ~~higher median age,~~ lower percentage of family households ~~with members under 18,~~ and higher percentage with members over 65, indicating a significant retired population in the city. Incomes are also higher than regional averages, which can correlate with a higher share of retirees. An older population can drive demand for specific services such as health care, and higher incomes can also drive more retail demand in the city. ~~Anacortes has a higher median household income, with a lower percentage of households reporting earnings (as opposed to investment or pension income). This reflects a community with a large retirement population.~~

Projected Population and Employment Growth

Skagit County has prepared ~~preliminary~~ population and employment forecasts and allocations under the requirements of the Growth Management Act. The county-wide forecast is based on an adjustment to the State Washington Office of Financial Management (OFM)'s medium forecast, and the allocations are based on recommendations by the Growth Management Act Steering Committee (GMASC), which is advised by city and county planners Technical Advisory Committee. ~~Final allocations will be approved by the County Commissioners. The preliminary figures for Urban Growth Areas (UGA's) and rural areas are shown in the following table.~~ As shown below, the city must accommodate 4,988 new residents and 3,415 new jobs by 2045 through the comprehensive plan.

Figure ED-23. Anacortes UGA Population and Employment ~~Targets~~ Projections, 2022-2045

	<u>2022</u> <u>Baseline</u>	<u>2045</u> <u>Projection</u>	<u>Net New</u> <u>2022-2045</u>	<u>Percent</u> <u>Growth</u>
<u>Population</u>	<u>17,983</u>	<u>22,971</u>	<u>4,988</u>	<u>16.9%</u>
<u>Employment</u>	<u>9,503</u>	<u>12,648</u>	<u>3,145</u>	<u>28.1%</u>

Source: Skagit County Countywide Planning Policies Appendix A, March 2025

UGA	2012 Population	2012-2015 Population Growth Forecast	2015-2036 Population Growth Forecast	2015-2036 Population Growth Forecast Allocation Percent	2036 Population Growth Forecast Allocation
Anacortes	16,090	308	5,895	16.5%	22,293
Burlington	10,393	71	3,808	10.7%	14,272
Mount Vernon	33,935	1,034	12,434	34.8%	47,403
Sedro-Woolley	12,431	83	4,555	12.7%	17,069
Concrete	873	0	320	0.9%	1,193
Hamilton	310	3	114	0.3%	427
La Conner	898	-1	329	0.9%	1,226
Lyman	441	2	162	0.5%	605
Bayview Ridge	1,812	-1	72	0.2%	1,883
Swinomish	2,489	15	912	2.6%	3,416
Rural (outside UGAs)	38,277	238	7,150	20.0%	45,665
Total	117,949	1,752	35,751	100.0%	155,452

Notes: The figures apply to cities/towns including their associated UGAs.

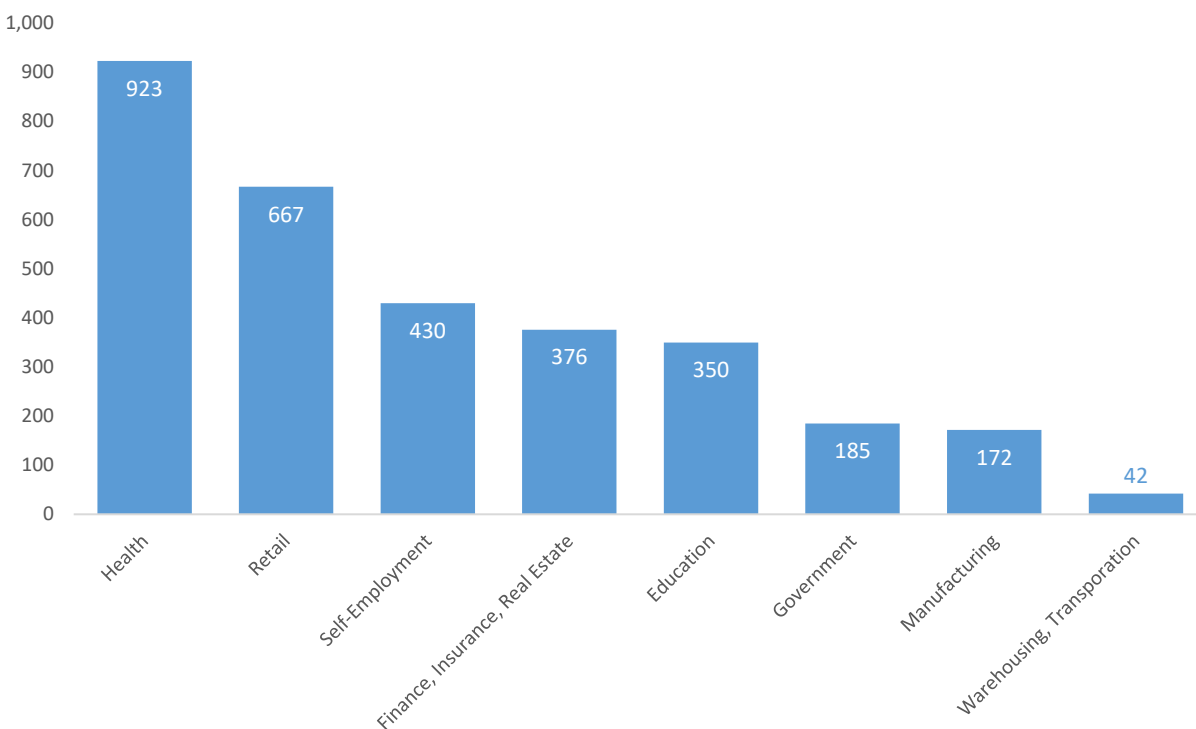
Source: BERK Consulting 2014, Skagit County Growth Projections

~~The Anacortes UGA is projected to grow from 16,090 in 2012 to 22,293 in 2036, an average growth rate of 1.4% per year. This exceeds the average rate for the county as a whole of 1.2%.~~

These employment allocations were also broken down by major industry sector, as shown below in Figure ED-11. The distribution of job growth by sector mirrors the current major industries to some degree, with significant growth forecast in health care and retail. Over 10 percent of expected

[employment growth is also projected to be self-employment, which carries different implications for commuting, transportation, and land use.](#)

[Figure ED-11. Anacortes Net New Employment Allocations by Industry, 2022-2045](#)



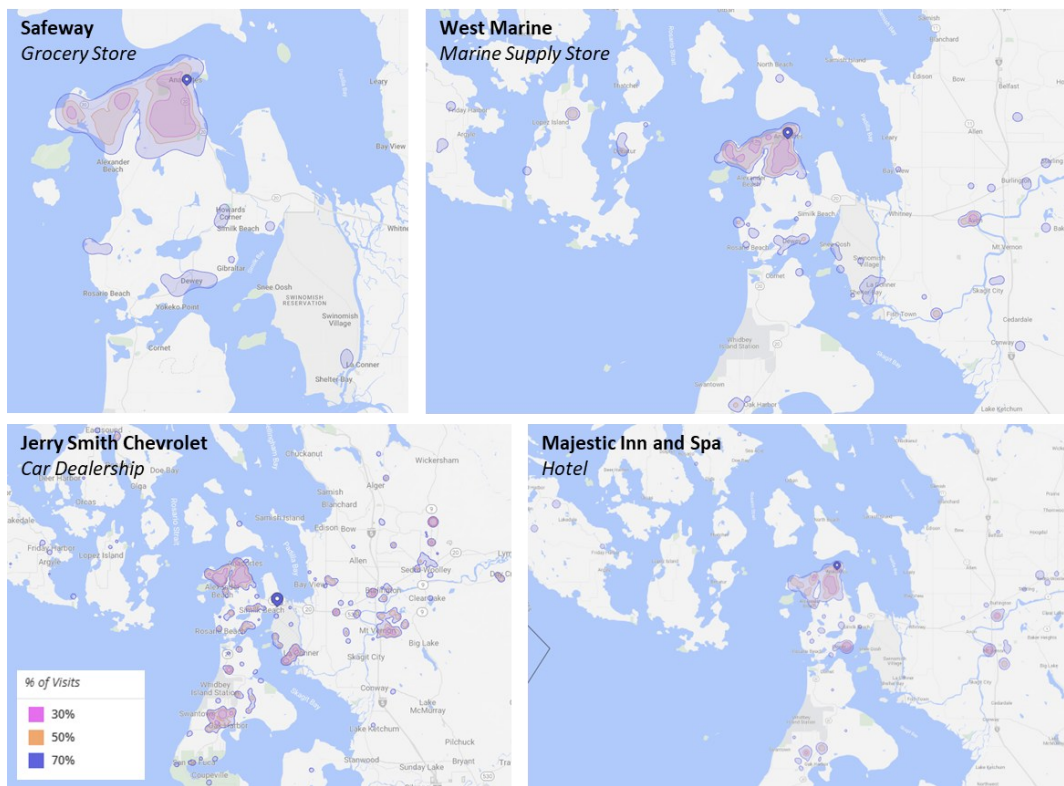
[Source: Employment Security Department, 2023; Bureau of Labor Statistics, 2023; U.S. Census Bureau, 2023; Community Attributes, 2023.](#)

[The additional jobs will require additional land to accommodate the new and expanding businesses, although some sectors such as self-employment will not require new land, and some new jobs can also be accommodated in existing buildings. The land capacity analysis \(LCA\) conducted as part of this Comprehensive Plan update showed that Anacortes has sufficient land to meet its overall growth projections for employment. The LCA was not conducted at a sector-by-sector level, but by assigning high-level sectors to LCA results in various zones, the distribution of available land for new development appears skewed towards industrial uses such as manufacturing, due to the available land in the UGA adjacent to the refinery.](#)

Trade Area Population

Anacortes businesses serve a trade area that is larger than its urban growth area. Trade areas are determined by a combination of natural features, transportation facilities, population concentrations, specialization, and ~~and~~ competing development. In general, Anacortes's trade area covers the city and Fidalgo Island, though some more specialized businesses also serve residents of the San Juan Islands and a larger surrounding area. The maps below show the trade areas for 30, 50, and 70% of customers of several large Anacortes businesses in different sectors. Safeway and many retail and food service businesses serve the smallest trade area, essentially the city itself. The marine supply store and car dealership shown here serve not only the city but also residents of Island County and the I-5 corridor, as well as the San Juans. The Majestic Inn and Spa also serves a wider geographic area. Overall, most Anacortes businesses are likely to serve a smaller trade area like that of Safeway, although the tourism sector and some specialized establishments provide a wider draw of customers. ~~Anacortes serves a trade area that includes all of Fidalgo Island and San Juan Island. The trade area does not extend south into Island County or east because of the competing commercial concentrations in Mount Vernon and Oak Harbor. The population of the trade area is shown in Table ED-3.~~

Figure ED-4. Trade Areas of Selected Anacortes Businesses.



Source: Placer.ai

	2010	2013
Anacortes	15,778	16,080
Other Fidalgo (98221)	4,561	4,740
San Juan County	15,769	16,000
Total Trade Area	36,108	36,820

Source: US Census Bureau, Washington Office of Financial Management and Property Counselors

Employment Conditions

Employment drives population growth and provides the income levels necessary to support the local housing market and commercial businesses. Employment conditions are presented in terms of employment by industry, employee travel patterns, and projected employment growth.

Employment by Industry

Employment data by sector for Anacortes, Skagit County and Washington State are compared in the following table. Anacortes had 6,569 jobs within the City in 2022, equivalent to .37 jobs per capita. That ratio is lower than the ratio for either the county or state. As of 2022, there were also another 1,052 jobs in the UGA, including the refineries on March Point. The make-up of the employment base is shown below in Figures ED-4 and ED-5. Anacortes's top five industries are health care, retail, accommodation and food services, manufacturing, and educational services. The city has a particularly large presence of health care and accommodation and food services relative to the county and state. In contrast, Anacortes trails the county and state in most other industries, notably construction, professional services, and information. This breakdown reflects the prominence of such employers as Island Hospital, Dakota Creek Industries, Tesoro Refinery (Marathon), HF Sinclair Puget Sound Refinery, Trident Seafoods, and various small visitor-oriented businesses.

Table-Figure ED-54. Employment by Sector in Anacortes, Skagit County and Washington State, 2022.

	Anacortes		Skagit County		Washington State	
	Employment	Share	Employment	Share	Employment	Share
Health Care and Social Assistance	1,382	21%	7,661	16%	493,350	14%
Retail Trade	815	12%	5,998	12%	336,391	10%
Accommodation and Food Services	754	12%	3,859	8%	253,935	7%
Manufacturing	747	11%	5,826	12%	263,317	8%
Educational Services	637	10%	4,819	10%	280,721	8%
Other Services	371	6%	1,557	3%	98,679	3%
Administration & Support	320	5%	1,454	3%	185,292	5%
Public Administration	321	5%	2,609	5%	153,865	5%
Construction	297	5%	4,102	8%	217,229	6%
Professional, Scientific, and Technical Svcs.	262	4%	1,813	4%	249,673	7%
Transportation and Warehousing	188	3%	1,677	4%	148,894	4%

Finance and Insurance	122	2%	1,297	3%	99,070	3%
Real Estate and Rental and Leasing	102	2%	446	1%	59,951	2%
Wholesale Trade	90	1%	1,173	2%	135,235	4%
Arts, Entertainment, and Recreation	91	1%	1,313	3%	68,236	2%
Information	50	1%	308	1%	182,847	5%
Agriculture, Forestry, Fishing and Hunting	15	0%	2,259	5%	84,760	3%
Management of Companies / Enterprises	5	0%	96	0%	102,185	3%
Mining, Quarrying, Oil and Gas Extraction	0	0%	43	0%	1,956	0%
Utilities	0	0%	250	1%	19,395	1%
Total	6,569	100%	48,560	100%	3,434,981	100%
Population (2022 ACS 5-year)	17,667		129,480		7,688,549	
Employment / Capita (2022)	0.37		0.38		0.45	

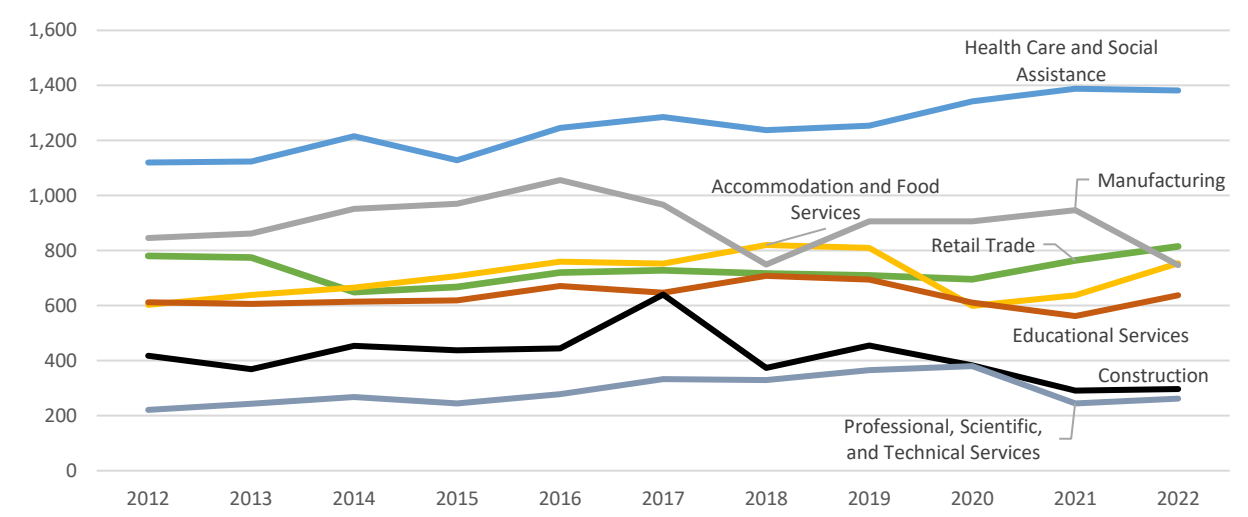
Source: LEHD, Quarterly Census of Employment and Wages

	Anacortes			Skagit County			Washington State		
	Employment	% of Total	Avg Wage	Employment	% of Total	Avg Wage	Employment	% of Total	Avg Wage
Agriculture, forestry, fishing & hunting	43	0.5%	\$126,575	2,801	6.1%	\$31,344	95,589	3.3%	\$26,273
Mining, quarrying, and oil and gas extraction	*		*	*			1,938	0.1%	58,817
Construction	476	6.0%	45,654	2,497	5.5%	58,911	129,802	4.5%	53,038
Manufacturing	1,808	22.9%	78,480	4,975	10.9%	58,589	277,378	9.6%	69,304
Wholesale trade	93	1.2%	52,041	1,189	2.6%	49,093	121,721	4.2%	68,494
Retail trade	941	11.9%	27,949	6,517	14.2%	27,893	314,440	10.9%	32,384
Transportation warehousing and utilities	234	3.0%	43,398	1,108	2.4%	40,739	87,520	3.0%	52,740
Information and financial activities	346	4.1%	56,195	2,240	4.0%	43,384	235,673	8.1%	95,025
Professional & business services	384	4.9%	45,053	2,497	5.5%	43,368	341,869	11.8%	67,821
Education & health services	1,858	23.5%	40,790	4,741	10.4%	31,919	366,370	12.7%	46,014
Leisure & hospitality	1,345	17.0%	23,226	4,311	9.4%	16,836	228,446	7.9%	18,696
Other services (excluding private household employment)	294	3.7%	27,380	2,004	4.4%	26,917	132,105	4.6%	25,651
Public administration	*		*	10,710	23.4%	45,662	516,204	17.8%	52,869
Other	72	0.9%	104,793	211	0.5%	81,219	45,357	1.6%	25,293
Total	7,893	100.0%	\$46,840	45,801	100.0%	\$39,326	2,894,412	100.0%	\$51,964
Employment / Capita 2012	0.49			0.39			0.42		

Source: [U.S. Census Bureau Longitudinal Employer Household Dynamics \(LEHD\) via Census OnTheMap](#), [Washington Employment Security Department \(ESD\) Quarterly Census of Employment and Wages \(QCEW\)](#), ~~WA Department of Employment Securities, Property Counselors.~~

The chart below shows change over time in some of Anacortes's major job sectors. Over the past decade, health care has remained the major employment sector, increasing by 23 percent since 2012. Retail, education, and accommodation/food service (notwithstanding a dip during the COVID-19 pandemic) have remained relatively consistent, while manufacturing and construction have been more volatile, with overall declines of 12 percent in manufacturing and 23 percent in construction employment since 2012.

Figure ED-6. Employment by Selected Major Sectors in Anacortes, 2012-2022



Source: U.S. Census Bureau Longitudinal Employer Household Dynamics (LEHD) via Census OnTheMap

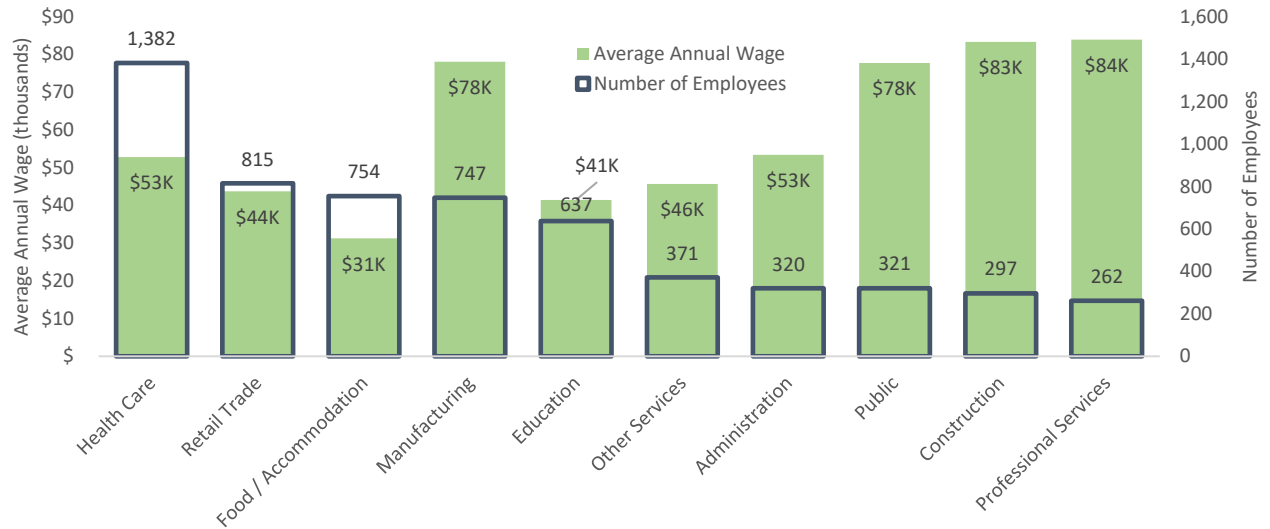
The make-up of the employment base is shown in Table ED-4 and graphically in Table ED-5. Anacortes' top five industries are health care, retail, accommodation and food services, manufacturing, and educational services. The city has a particularly large presence of health care and accommodation and food services, relative to the county and state. In contrast, Anacortes trails the county and state in most other industries, notably construction, professional services, and information. has relatively high employment in manufacturing, health care, leisure and hospitality. This breakdown reflects the prominence of such employers as Island Hospital, Dakota Creek Industries, Tesoro refinery, Swinomish Casino and Lodge, Trident Seafoods, and various small visitor oriented businesses. The employment base is well diversified.

The average wage rate in Anacortes-Skagit County was \$46,840 in 2021, greater than the average for Skagit County, but less than that for the State. The average wage by industry is summarized in Table ED-6. As shown below in Figure ED-7, many of Anacortes's top job sectors, particularly retail and food/accommodation, pay relatively low wages compared to the countywide average and other sectors. The health care sector has an average wage of about \$53,000, although this includes a very wide range of salaries within the industry. Trades, including manufacturing and construction, as well as professional services and public administration pay relatively higher wages.

More detailed information has been provided by the State Department of Employment Security. This data provides additional insight into the employment levels and wages for subsectors within the major industrial categories. Manufacturing is the sector with the most variability among the subsectors. The three largest subsectors are materials manufacturing (NAICS 320 which includes petroleum refining),

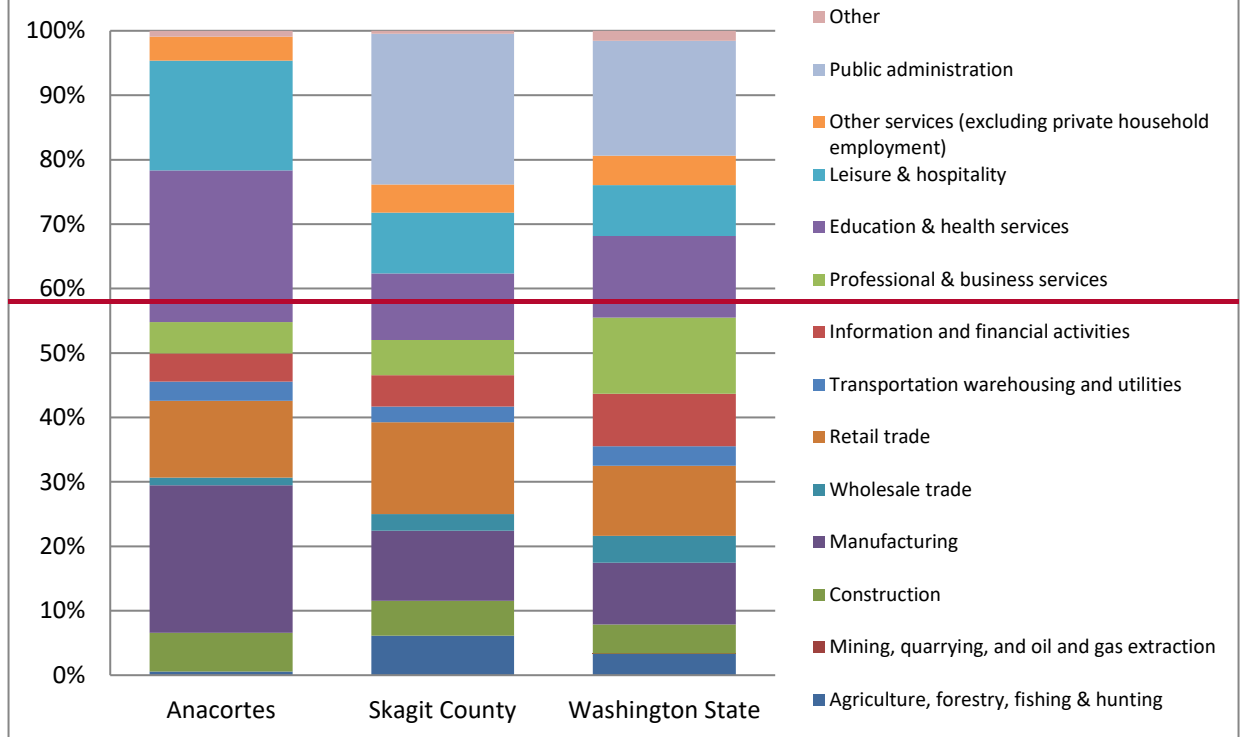
~~food processing and transportation equipment (ship and boat building). Materials manufacturing is the largest of the three sectors with over 800 employees. The other two sectors are similar in size with over 300 employees in each. The average wage for NAICS 320 was \$119,000 in 2012, food processing was \$26,639, and transportation equipment was \$62,099.~~

Figure ED-7. Wages and Employment in Anacortes' s Top Sectors, 2022 & 2024

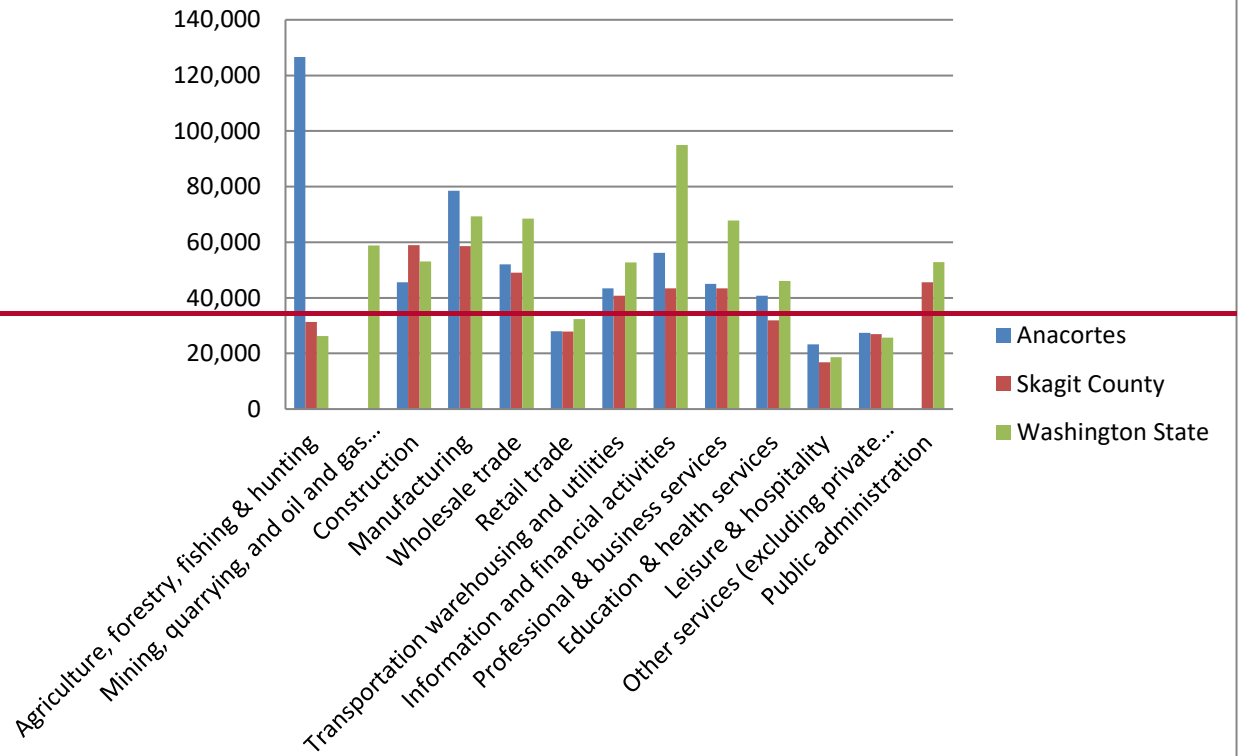


Source: U.S. Census Bureau Longitudinal Employer Household Dynamics (LEHD) via Census OnTheMap, Washington Employment Security Department (ESD) Quarterly Census of Employment and Wages (QCEW)

Employment Mix by Sector Anacortes, Skagit County and Washington State 2012



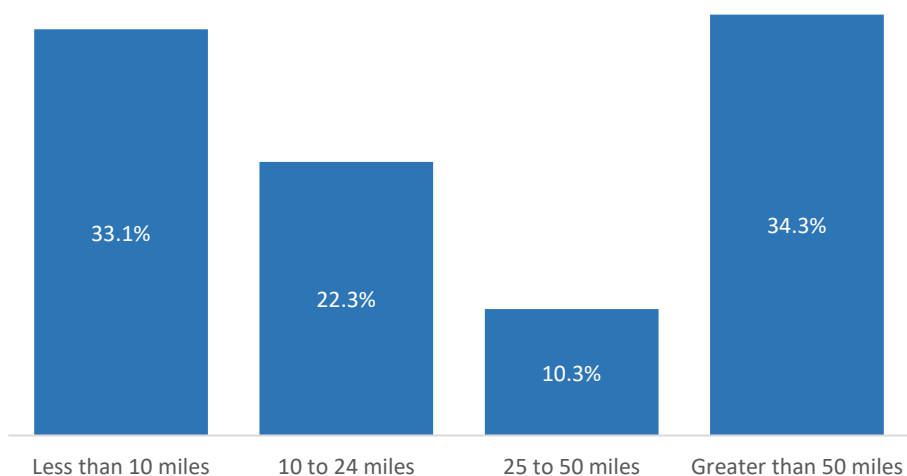
Average Wage 2012 Anacortes, Skagit County and Washington State



Employee Travel Patterns

While ~~there are a relatively high number of~~ many Anacortes residents work jobs in ~~Anacortes~~the city, there ~~are~~~~is~~are also a large number of residents who commute to jobs outside the city. ~~Moreover, many Anacortes jobs are worked by employees who commute in.~~ The relationship of workers traveling into and outside the city is summarized in Figure ED-8. ~~In terms of commuting distance, Anacortes workers tend to have short and long commutes. One-third of residents commute less than 10 miles to work, while another one-third commute over 50 miles to work. The remaining one-third fall somewhere between 10 and 50 miles. Anacortes is located 80 miles from downtown Seattle, which may account for the larger share of long commutes. Note that this data may also include some remote or hybrid workers who do not physically commute every day.~~~~so~~

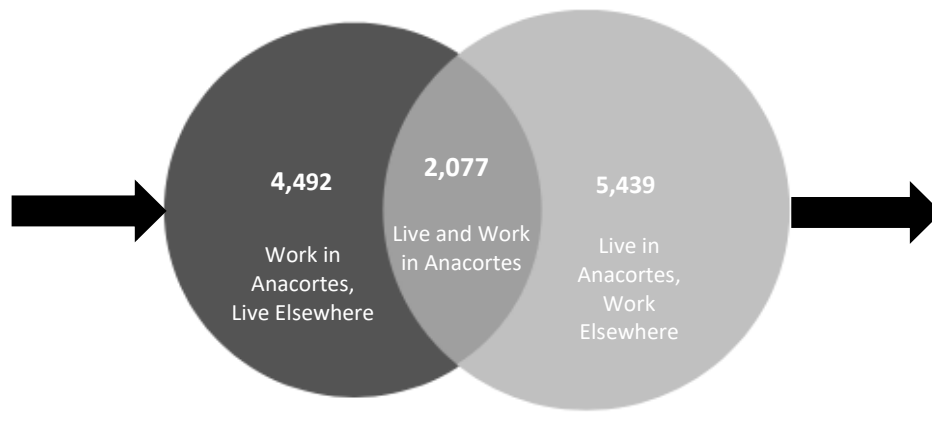
Figure ED-8. Commute Distance of Anacortes Workers~~and Residents~~, 2022



Source: U.S. Census Bureau Longitudinal Employer-Household Dynamics (LEHD) via Census OnTheMap

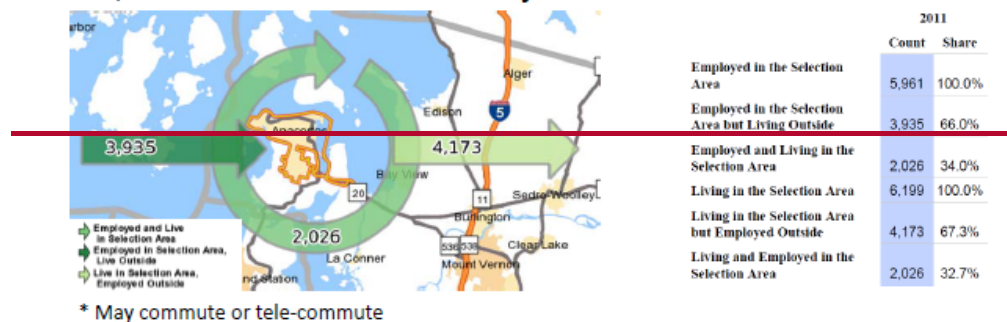
There are about 25 percent more residents commuting out of Anacortes (5,439) than Anacortes workers commuting into the city (4,492). Overall, about 72 percent of Anacortes workers commute out for work, while about 32 percent of Anacortes jobs are worked by Anacortes residents.

Figure ED-9. Commute Patterns of Anacortes Workers, 2022



Source: U.S. Census Bureau Longitudinal Employer-Household Dynamics (LEHD) via Census OnTheMap

- 6,199 Anacortes residents are employed
- 2,026 Anacortes residents live and work in town.
- 4,173 Anacortes residents have jobs out of town*
- 3,935 workers commute to jobs in Anacortes



67% of Anacortes residents work outside city limits

Source: US Census Bureau LED data

Furthermore, there are about 25 percent more re is a rough balance with the number of workers commuting into Anacortes (5,439) than Anacortes residents commuting outward (4,492). Less than half the number of Anacortes residents live and work in the community (2,077) than commute out for work, approximately equal to the number commuting out. Put together, about 72 percent of Anacortes workers commute out for work, while about 32 percent of Anacortes jobs are worked by Anacortes residents.

Employment Projections

The County has also prepared preliminary employment projections and allocations under the Growth Management Act. Table ED-8. Employment Allocations.

Projection Preliminary allocations are provided for three scenarios. Anacortes would capture a higher share of employment growth under the Current Shares scenario, with a lower share under the two scenarios which allocate higher shares to I-5 Corridor communities. The average annual growth rates are 1.3%, .8 % and .9 % for the Current Shares, Corridor Trends Share, and Corridor Focus Shares, respectively. The Growth Management Act Steering Committee ultimately recommended the Planner Recommendation for employment projections, identified in the table below, for inclusion in the updated Countywide Planning Policies.

	2012	Net Growth 2012-2015	Resource	Retail	Industrial	Services	Gov/Edu	Net Growth 2015-2036	Total 2036
Current Shares	8,166	304	-	69	1,010	969	576	2,610	11,080
Corridor Trends Share	8,166	187	-	71	568	640	353	1,628	9,982
Corridor Focus Share	8,166	201	-	71	596	678	406	1,753	10,120
Planner Recommendation	8,166		-	92	702	806	476	2,076	

Source: Berk and Associates, Skagit County Growth Projections, July 2014.

The additional jobs will require additional land to accommodate the new and expanding businesses projections. The land requirements can be estimated according to typical employment density factors.

The projections in Table ED-9 are based on allocations according to stated assumptions. In the case of retail employment, the projections don't explicitly reflect potential market opportunities for the city. As presented in the next section of this report, under a future scenario for retail expansion that includes significant recapture of current retail leakage, the City could support an additional 230,000 square feet of building area through the year 2035. That demand would support 460 retail jobs. The industrial employment number in Table ED-8 is lower than the moderate level projection in the Skagit County Industrial Land Study, prepared in March 2014 by ECONorthwest. The land requirement estimates in Table ED-9 reflect these higher employment numbers for the retail and manufacturing sectors. With the adjusted figures, the land requirements reflect a high total commercial industrial land requirement for purpose of considering the adequacy of the city's land base to meet employment targets.

Table ED-9. Projected Land Requirement for Employment.

	Projected Growth 2012-2036				
	Retail	Industrial	Services	Gov/Edu	Total
Projected Job Growth *	460	1,141	806	476	2,883
Employment Factors					
Jobs per Acre	21.8	7.8	33.5	33.5	
Building Sq. Ft. per Employ	500	1,000	325	325	
Building Floor Area Ratio	0.25	0.18	0.25	0.25	
Land and Building Requirements					
Building Sq. Ft.	230,000	1,141,000	261,950	154,700	1,787,650
Land Area Acres	21.1	146.8	24.1	14.2	206.2
* Based on Property Counselors estimate for retail employment, EcoNorthwest estimates for industrial employment, and Berk and Associates for other sectors.					

As shown, the projected employment levels would require 206 net acres of land and 1.8 million square feet of building area.

Retail Sales Conditions

Western Washington University's Economic Development Strategic Plan contains a retail void analysis and an analysis of retail spending per capita in Anacortes.

The void analysis compared a number of peer cities to identify potential market gaps by comparing with business options present in other reference areas. The analysis used the following peer cities, chosen based on similar population density, size, the presence of a ferry terminal, and lack of a major university, and results were scaled by population:

- Port Townsend, WA
- Haverstraw, NY
- Belle Chasse, LA
- Port Orchard, WA
- Port Angeles, WA
- Camas, WA
- Gig Harbor, WA

The table below shows the results of the void analysis, which suggests potential additional need for medical professionals in the city, as well as a variety of professional and retail services.

Table ED-xxx. Results of WWU Void Analysis for Anacortes

	Difference from Expected	Analysis Area--Anacortes
Physicians & Surgeons	-10	18
Attorneys	-9	9
Dentists	-5	9
Service Stations-Gasoline & Oil	-4	2
Insurance	-4	8
Apartments	-3	4
Real Estate Management	-3	2
Services Other	-3	1
Beauty Salons	-3	12
Non-Profit Organizations	-3	4
Acupuncture	-2	0
Software/Application/Platform Publishing	-2	0
Automobile Body-Repairing & Painting	-2	1
Propane Tank Kiosks	-2	5
Virtual Currency Conversion Kiosk/ATM	-2	2
Pharmacies	-2	4
Internet Service	-2	0
Mental Health Services	-2	1
Consultants-Business Other	-2	1
Park & Ride	-2	0
Sporting Goods-Retail	-2	0
Credit Unions	-2	1
Health Clubs, Studios & Gymnasiums	-2	2

Source: Western Washington University Economic Development Strategic Plan

In addition to the void analysis, the report analyzed retail sales per capita as a snapshot of consumer spending in the city. According to the Washington State Department of Revenue, ~~Anacortes'~~Anacortes's taxable retail sales in 2023 totaled \$656,043,623⁵. After dividing to account for a population of 18,148 in

⁵ Washington State Department of Revenue, *Local Retail Sales 2023, (2024)*.
<https://dor.wa.gov/about/statistics-reports/retail-sales-cities-and-counties/local-retail-sales-2023>.

2024⁶, Anacortes totaled \$36,149 in retail sales per capita. This is higher than the Skagit County retail sales per capita in the same year (\$32,192^{7,8}) as well as Washington State's number (\$29,098^{9,10}).

The top spending categories for ~~Anacortes'~~Anacortes's taxable retail trade transactions in 2022 is shown below:

Table ED-xxx. Anacortes Top Taxable Retail Trade Transactions, 2022

NAICS Category	NAICS Code	Amount Spent
All other Miscellaneous Retailers	459999	\$58,029,524
Boat Dealers	441222	\$36,016,987
Used Car Dealers	441120	\$34,942,704
Supermarkets and Other Grocery Retailers	445110	\$20,034,831
New Car Dealers	441110	\$13,670,594

Source: Western Washington University Economic Development Strategic Plan

Retail sales are an important part of the tax base of the community. They also represent an important element of the resources in the community available to serve local residents. Retail sales conditions are presented in terms of sales trends, retail leakage, and market opportunities.

Sales Trends

Taxable retail sales are reported by industry sector for cities and counties in the state. Sales for the period 2004 through 2013 are summarized in Table ED-10 below. As shown, total taxable sales grew from \$313 million to \$360 million over the period, an average annual growth rate of .8%. The retail trade sectors actually declined over the period from \$153 million to \$139 million. All of that decline can be attributed to Motor Vehicles and Parts. RV, Boat and Motorcycle sales were a part of this category, but this subsector grew slightly over the period. The sectors showing the strongest growth were E-Commerce, General Merchandise, Apparel and Accessories, Food Services, Accommodations, Electronics and Appliance, Health and Drug, and Repair and Maintenance. In the case of General Merchandise and Apparel and Accessories, the sectors are small and growth rates can be deceptive.

⁶ United States Census Bureau, *Quick Facts, Anacortes City, Washington*, (2024).
<https://www.census.gov/quickfacts/fact/table/anacortescitywashington/PST045223>.

⁷ United States Census Bureau, *Quick Facts Skagit County Washington*, (2024).
<https://www.census.gov/quickfacts/fact/table/skagitcountywashington/RTN131222>.

⁸ Washington State Department of Revenue, *Local Retail Sales 2023*, (2024).
<https://dor.wa.gov/about/statistics-reports/retail-sales-cities-and-counties/local-retail-sales-2023>.

⁹ United States Census Bureau, *Quick Facts Washington*, (2024).
<https://www.census.gov/quickfacts/fact/table/WA/RTN131222>.

¹⁰ Washington State Department of Revenue, *Local Retail Sales 2023*, (2024).
<https://dor.wa.gov/about/statistics-reports/retail-sales-cities-and-counties/local-retail-sales-2023>.

Table ED-10. Anacortes Taxable Retail Sales Trends.

	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	Avg. Ann.
Industry											
Retail Trade											
Motor Vehicles & Parts	\$95,150,150	\$84,243,729	\$66,725,032	\$77,589,350	\$52,121,388	\$44,696,227	\$44,618,245	\$42,678,209	\$50,631,343	\$59,570,173	-7.6%
Furniture & Home Furnishing	3,906,764	4,806,843	4,548,121	4,013,981	4,362,985	3,760,787	4,056,171	4,443,935	4,949,773	6,803,439	3.0%
Electronics & Appliances	3,636,194	4,704,003	5,759,742	5,087,453	5,304,576	4,824,807	5,507,708	5,409,703	5,556,926	5,540,576	5.4%
Building Materials, Garden Equip & Supplies	9,285,485	9,641,528	10,107,939	10,193,474	10,895,561	9,613,673	10,663,160	11,125,545	11,874,416	13,957,968	3.1%
Food & Beverage Stores	16,086,184	15,967,786	16,889,833	17,953,207	18,162,549	17,026,872	16,948,605	16,703,059	17,340,895	17,505,812	0.9%
Drug/health Stores	5,470,199	6,028,185	6,343,978	6,847,685	7,051,079	7,218,965	7,318,471	7,369,683	7,672,470	8,461,275	4.3%
Gas Stations & Convenience Stores W/pumps	2,554,431	2,973,783	2,657,061	2,429,076	2,486,972	3,905,394	3,619,549	3,575,810	3,392,256	3,470,912	3.6%
Apparel & Accessories	1,651,157	1,633,574	1,782,384	2,078,542	1,845,082	2,241,551	2,394,946	2,588,709	2,925,023	3,407,794	7.4%
Sporting Goods, Toys, Book & Music Stores	2,533,485	2,278,369	2,389,532	2,418,937	2,603,599	2,585,767	2,581,575	2,722,921	2,597,462	2,620,466	0.3%
General Merchandise Stores	453,501	497,229	460,150	1,190,648	1,653,485	1,314,050	1,288,741	1,002,822	929,297	972,426	9.4%
E-commerce & Mail Order	1,253,747	1,653,936	1,539,300	1,782,737	2,009,620	2,337,608	2,964,929	3,548,135	4,366,404	5,199,530	16.9%
Miscellaneous Retailers	11,067,005	12,839,028	15,274,879	15,743,971	14,039,379	12,780,442	12,515,164	13,496,142	12,234,516	11,835,644	1.3%
Total Retail Trade	\$153,048,302	\$147,267,993	\$134,477,951	\$147,329,061	\$122,536,275	\$112,306,143	\$114,477,264	\$114,664,673	\$124,470,781	\$139,346,015	-2.6%
Agriculture, Forestry, Fishing	375,335	0	759,538	1,186,133	883,402	646,827	93,941	59,376	30,644	74,083	-26.9%
Mining	0	865,918	0	0	102,035	40,753	42,019	15,364	26,405	5,816	
Utilities	336,881	268,369	337,951	250,839	231,956	213,530	214,485	282,277	378,254	342,812	1.5%
Construction	46,847,179	67,115,426	76,548,145	88,809,378	66,018,208	49,933,622	63,214,577	53,182,582	41,260,323	52,419,094	-1.6%
Manufacturing	17,787,155	29,655,065	26,562,611	20,774,550	15,704,787	11,720,455	13,223,892	14,397,005	16,458,474	17,051,852	-1.0%
Wholesale Trade	15,479,129	22,158,189	19,182,017	28,527,205	34,257,915	29,069,960	33,355,532	41,483,926	40,316,512	35,158,990	12.7%
Transportation & Warehousing	6,021,062	7,111,818	8,880,038	8,680,132	10,475,460	10,691,233	12,110,150	11,427,873	10,973,377	11,259,496	7.8%
Information	9,476,945	9,577,907	9,314,658	9,431,685	10,191,097	9,742,403	10,334,077	10,728,254	11,647,982	11,889,746	2.6%
Finance, Insurance	1,921,521	1,761,770	1,356,079	1,363,124	1,383,565	1,042,178	1,057,327	1,563,257	1,208,888	1,449,741	-5.6%
Real Estate, Rental/leasing	9,361,737	11,982,894	13,559,589	12,060,514	11,565,057	9,370,646	9,196,838	8,353,665	10,203,869	11,073,031	1.1%
Professional, Scientific & Technical Services	3,608,958	4,629,454	4,403,004	5,155,152	5,204,030	4,171,243	3,971,056	4,533,519	6,095,733	4,925,048	6.8%
Management, Education & Health Services	5,353,248	6,675,071	8,257,690	9,751,643	7,866,049	9,623,391	9,791,306	9,333,474	9,415,432	10,119,749	7.3%
Arts, Entertainment & Recreation	6,530,214	7,518,949	10,262,114	7,791,848	6,603,169	5,819,013	5,467,180	4,169,395	4,290,160	3,535,892	-5.1%
Accommodations	4,173,312	5,333,769	6,820,250	6,646,532	6,911,405	6,410,733	6,078,937	6,301,787	6,505,104	7,795,195	5.7%
Food Services	21,285,548	23,140,651	25,561,154	26,651,558	27,824,605	27,308,232	29,122,884	33,905,825	34,840,024	36,997,255	6.4%
Repair & Maintenance	7,917,961	7,760,268	9,200,054	10,827,356	8,793,365	8,572,765	9,378,183	10,157,060	10,841,639	12,965,917	4.0%
Personal Services	2,717,238	2,853,337	3,046,935	3,094,113	2,806,659	3,008,374	2,993,081	3,118,541	3,074,674	3,304,472	1.6%
Religious, Civic & Other	254,015	301,183	274,760	303,665	310,526	590,686	554,427	622,221	736,290	738,795	14.2%
Public Administration, Other	-	-	-	13,559	-	6,290	24,120	1,141	9,248	43,343	
Non-disclosed	281,737	778,783	8,632	17,631	10,005	5,184	-	3	-	-	-100.0%
Total All Industries	\$312,777,477	\$356,756,814	\$358,813,170	\$388,665,678	\$339,679,570	\$300,293,661	\$324,701,276	\$328,301,218	\$332,783,813	\$360,496,342	0.8%

Retail Inventory

The Community Advisory Committee oversaw the preparation of a commercial land use inventory for the city. Table ED-11 below summarizes the number of parcels, parcel square footage, and building square footage for properties in the Central Business District and Commercial zones. As shown, there are 139 parcels, 1.7 million square feet of commercial land, and 650,000 square feet of commercial buildings. The largest categories of business in terms of building area are restaurants, accommodations, grocery stores, building material stores, health and personal care stores, and used merchandise stores.

Table ED-11. Anacortes Commercial Land Use Inventory Summary.

NAICS Categories	# Parcels		Parcel sf		Bldg sf		Total #	Total Parcel	Total Bldg
	Commercial	CBD	Commercial	CBD	Commercial	CBD	Parcels	sf	sf
Grocery Stores	3		261,789		100,606		3	261,789	100,606
Building Material and Supplies Dealers	6		173,854		59,258		6	173,854	59,258
Health and Personal Care Stores	3	1	101,709	3,000	31,992	1,058	4	104,709	33,050
Used Merchandise Stores	4	10	19,769	47,482	6,380	25,024	14	67,251	31,404
Automotive Parts, Accessories, and Tire Stores	4		34,513		26,759		4	34,513	26,759
Sporting Goods, Hobby, and Musical Instrument Stores	2	6	10,249	18,146	3,687	18,922	8	28,395	22,609
Clothing Stores	1	6	6,000	23,425	3,184	14,640	7	29,425	17,824
Other General Merchandise Stores		1		50,830		17,190	1	50,830	17,190
Other Miscellaneous Store Retailers	1	6	8,965	20,018	4,323	11,526	7	28,983	15,849
Furniture Stores	1		17,972		12,571		1	17,972	12,571
Gasoline Stations	4		49,490		12,501		4	49,490	12,501
Office Supplies, Stationery, and Gift Stores		4		15,875		12,409	4	15,875	12,409
Jewelry, Luggage, and Leather Goods Stores		2		8,500		10,958	2	8,500	10,958
Electronics and Appliance Stores	2	1	10,335	4,500	7,106	2,452	3	14,835	9,558
Florists	1	2	8,755	5,500	3,022	4,218	3	14,255	7,240
Beer, Wine, and Liquor Stores	1		6,180		4,099		1	6,180	4,099
Book Stores and News Dealers		3		10,370		2,084	3	10,370	2,084
Other Motor Vehicle Dealers	1		2,700		1,542		1	2,700	1,542
Specialty Food Stores		1		1,875		1,031	1	1,875	1,031
Retail (NAICS 44 & 45) Sub-total	34	43	712,280	209,520	277,030	121,513	77	921,800	398,543
Restaurants and Other Eating Places	26	15	389,804	68,418	83,388	52,302	41	458,222	135,690
Drinking Places (Alcoholic Beverages)	1	3	4,881	19,650	2,320	8,256	4	24,531	10,576
Food Service & Drinking Places (NAICS 72) Sub-total	27	18	394,685	88,068	85,708	60,558	45	482,753	146,266
Traveler Accommodation	10	6	194,085	48,547	66,802	36,872	16	242,632	103,674
Rooming and Boarding Houses		1		6,000		2,116	1	6,000	2,116
Accommodations (NAICS 71) Sub-total	10	7	194,085	54,547	66,802	38,988	17	248,632	105,790
Grand Total	71	68	1,301,050	352,135	429,540	221,059	139	1,653,186	650,599

Source: Kirk Kennedy

The average building size by category is summarized in Table ED-12. As shown the largest average building size is for grocery stores at 33,500 square feet, followed by general merchandise at 17,200, furniture at 12,600, and building materials at 9,900 square feet. (The average for the grocery stores is distorted by the inclusion of a small convenience grocer. The full size supermarkets are 45,000 to 50,000 square feet.) These business sizes are well below the typical size of a Big Box retail store at 100,000 to 150,000 square feet. These sizes reflect both the scale of business operations, but also the physical scale and character of the business areas.

Table ED-12. Anacortes Commercial Land Use Inventory.
Average Building Size by Business Type (square feet).

Grocery Store	33,535
Other General Merchandise	17,190
Furniture Stores	12,571
Building Materials	9,876
Health and Personal Care	8,263
Automotive Parts	6,690
Traveler Accommodations	6,480
Jewelry Luggage	5,479
Beer Wine Liquor	4,099
Restaurants	3,310
Electronics and Appliance	3,186
Gasoline Stations	3,125
Office Supplies	3,102
Sporting Goods	2,826
Drinking Places	2,644
Clothing Stores	2,546
Florists	2,413
Other Misc. Retailers	2,264
Used Merchandise	2,243
Rooming and Boarding House	2,116
Other Motor Vehicle	1,542
Specialty Food	1,031
Book Stores	695

Source: Property Counselors

Retail Leakage

Retail leakage is the term for spending by local residents that occurs outside of their local community. A community that experiences high leakage does not offer commercial opportunities to its residents and is losing a source of tax revenues. Table ED-13 provides an estimate of retail leakage in retail and selected service sectors for 2013. Actual sales in the city are converted from reported taxable levels to gross sales using average factors for the state as a whole. Resident spending is estimated using per capita figures derived from state-wide data. The statewide figures should be adjusted for different spending patterns based on income levels, but the income level for the city and state are virtually the same as shown in Table ED-14.

The final column shows estimated leakage as the difference between resident spending and actual sales. Positive numbers reflect leakage, and negative numbers reflect a net attraction of spending from residents outside the City. As shown, the city is a net attractor of spending in the amount of \$55 million. There are several sectors that experience leakage, however. The largest sector experiencing leakage is General Merchandise. Other sectors experiencing leakages are Electronics and Appliance, Gas Station and Convenience Store, Apparel and Accessories, Sporting Goods, and Miscellaneous Retail. While general merchandise and other items listed above might be sold in Anacortes stores that are not in the general merchandise category (as reported in the NAICS), the figures underscore the fact that some people leave the city to find the stores and items that they want.

Table ED-13. Retail Leakage Estimate City of Anacortes 2013.

	Anacortes Sales			Est. Anacortes Resident Spending		Est. 2013
	Taxable 2013	Tax/Gross	Est. 2013 Gross	Per Capita	Total	Leakage
Retail Trade						
Motor Vehicles & Parts	\$59,570,173	77.8%	\$76,610,591	\$2,348	\$37,753,370	(\$38,857,221)
Furniture & Home Furnishing	6,803,439	91.2%	7,461,014	323	5,187,661	(2,273,353)
Electronics & Appliances	5,540,576	81.0%	6,836,780	578	9,291,728	2,454,948
Building Materials, Garden Equip & Supplies	13,957,968	93.9%	14,859,857	771	12,393,233	(2,466,624)
Food & Beverage Stores	17,505,812	24.7%	70,921,367	2,089	33,587,584	(37,333,783)
Drug/health Stores	8,461,275	30.1%	28,078,891	807	12,974,031	(15,104,859)
Gas Stations & Convenience Stores						
W/pumps	3,470,912	15.4%	22,498,880	1,497	24,066,799	1,567,919
Apparel & Accessories	3,407,794	81.7%	4,173,607	721	11,601,489	7,427,882
Sporting Goods, Toys, Book & Music						
Stores	2,620,466	85.7%	3,058,490	376	6,049,705	2,991,215
General Merchandise Stores	972,426	47.2%	2,060,102	3,235	52,024,443	49,964,341
E-commerce & Mail Order	5,199,530	52.7%	9,864,326	482	7,752,441	(2,111,885)
Miscellaneous Retailers	11,835,644	73.7%	16,065,648	1,085	17,447,952	1,382,304
Total Retail Trade	\$139,346,015	53.1%	\$262,489,551	\$14,312	\$230,130,436	(\$32,359,116)
Selected Services						
Arts, Entertainment & Recreation	\$3,535,892	93.1%	\$3,796,552	\$188	\$3,029,770	(\$766,782)
Accommodations	7,795,195	95.4%	8,171,108	-	-	
Food Services	36,997,255	96.3%	38,404,613	1,619	26,028,812	(12,375,801)
Repair & Maintenance	12,965,917	84.0%	15,444,365	461	7,410,005	(8,034,361)
Personal Services	3,304,472	92.1%	3,587,180	155	2,490,169	(1,097,011)
Total Selected Services	\$64,598,731	93.1%	\$69,403,818	\$2,423	\$38,958,756	(\$22,273,954)
Total Retail Trade and Selected Services	\$203,944,746	61.4%	\$331,893,370	\$16,734	\$269,089,191	(\$54,633,070)

Table ED-15 summarizes the results of a similar analysis for the larger trade area. The sales figures include sales in Anacortes and San Juan County, and the resident spending figures including spending by Fidalgo island residents and San Juan County residents. As shown the larger trade area total leakage is \$21 million. The amount of leakage exceeds that for the City leakage in every sector. These results are shown graphically in Table ED-14.

These results are consistent with the results of a survey conducted in October 2014 by City staff and the Community Advisory Committee for the Comprehensive Plan Update. Surveys were mailed to 7,700 city utility customers, and an on-line survey was advertised in local publications. 2,072 survey responses were received. A major result was that a minority of respondents were satisfied with the stores and merchandise currently available in Anacortes. The survey results indicated that while many would like a general merchandise store such as Fred Meyer, many would also like a mix of smaller local stores.

Table ED-14. Retail Leakage in Anacortes and Larger Trade Area.

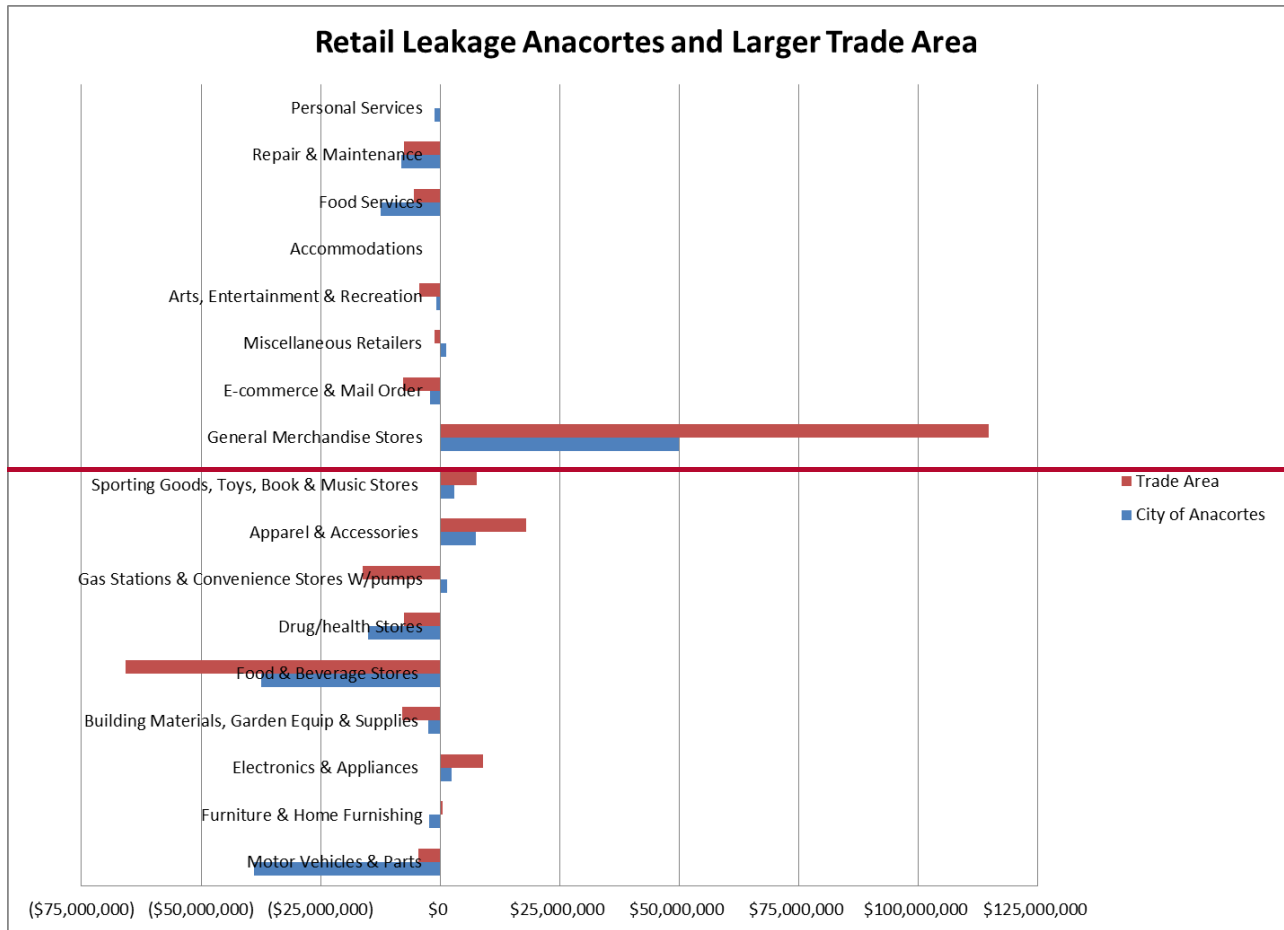


Table ED-15. Retail Leakage Estimate City of Anacortes and Anacortes Trade Area 2013.

	Anacortes City	Anacortes Trade Area
Retail Trade		
Motor Vehicles & Parts	(\$38,857,221)	(\$4,584,922)
Furniture & Home Furnishing	(2,273,353)	558,557
Electronics & Appliances	2,454,948	9,036,299
Building Materials, Garden Equip &	(2,466,624)	(7,899,004)
Food & Beverage Stores	(37,333,783)	(65,803,661)
Drug/health Stores	(15,104,859)	(7,530,119)
Gas Stations & Convenience Stores	1,567,919	(16,244,687)
Apparel & Accessories	7,427,882	17,939,915
Sporting Goods, Toys, Book & Music	2,991,215	7,715,089
General Merchandise Stores	49,964,341	114,726,902
E-commerce & Mail Order	(2,111,885)	(7,739,765)
Miscellaneous Retailers	1,382,304	(1,075,365)
Total Retail Trade	(\$32,359,116)	\$39,099,238
Selected Services		
Arts, Entertainment & Recreation	(\$766,782)	(\$4,422,178)
Accommodations	0	0
Food Services	(12,375,801)	(5,494,316)
Repair & Maintenance	(8,034,361)	(7,551,653)
Personal Services	(1,097,011)	204,206
Total Selected Services	(\$22,273,954)	(\$17,263,941)
Total Retail Trade and Selected Servi	(\$54,633,070)	\$21,835,297

The leakage can also be summarized for only those sectors which experience net leakage, as shown in Table ED-16.

Table ED-16. Anacortes Retail Leakage by Primary Sector Gross Sales 2013.

	Anacortes City	Anacortes Trade Area
Retail Trade		
General Merchandise Stores	\$49,964,341	\$114,726,902
Apparel & Accessories	7,427,882	17,939,915
Sporting Goods, Toys, Book &	2,991,215	7,715,089
Electronics & Appliances	2,454,948	9,036,299
Gas Stations & Convenience	1,567,919	
Miscellaneous Retailers	1,382,304	
Furniture & Home Furnishing		558,557
Personal Services		204,206
Total	\$65,788,609	\$150,180,967

Retail Market Opportunities

Not all of the retail leakage can realistically be recaptured. There are certain retail purchases that will typically occur in higher level retail settings with a larger amount and diversity of retail offerings. This behavior is evident from consideration of the hierarchy of retail centers and their consumer and performance characteristics. Table ED-17 summarizes the characteristics of nine types of retail shopping venues. The four centers in the right column are specialty venues. The five on the left represent a hierarchy of centers based on market size and support. The smallest venue is a convenience shopping center anchored by a convenience mart and gas service. The next venue is a neighborhood shopping center anchored by a grocery. The community, regional, and super regional centers are all anchored by one or more general merchandise stores. The trade area characteristics of Anacortes place it within the required range of support for a community scale shopping center. A center sized to serve such a population would offer 100,000 to 150,000 square feet, similar to a general merchandise retailer such as Fred Meyer.

The local market area will never have the population necessary to support a regional center or super regional center. Local residents are likely to patronize such regional venues in Burlington and Mount Vernon or super regional venues in Lynnwood, Bellingham, Bellevue, and Seattle with multiple full service anchor stores and diverse comparison shopping opportunities.

Table ED-17. Comparative Characteristics of Shopping Centers.

Convenience Shopping Center		Lifestyle Center	
Anchors	Convenience grocery, drug store	Anchors	Specialty apparel, home and garden
Number of Stores	3-20 stores	Number of Stores	40-100 stores
Total Retail Space	10,000-30,000 square feet	Total Retail Space	150,000-500,000 square feet
Site Area	1-3 acres	Site Area	10-30 acres
Market Area Population	under 20,000	Market Area Population	100,000-250,000 people
Market Area Radius	under 2 miles	Market Area Radius	8-15 miles
Neighborhood Shopping Center		Off-Price Center	
Anchors	Supermarket and Drug Store	Anchors	Off-price/discount
Number of Stores	10-40 stores	Number of Stores	20-60 stores
Total Retail Space	30,000-100,000 square feet	Total Retail Space	100,000-500,000 square feet
Site Area	3-10 acres	Site Area	5-15 acres
Market Area Population	10,000-30,000 people	Market Area Population	80,000-250,000 people
Market Area Radius	1-3 miles	Market Area Radius	6-15 miles
Community Shopping Center		Outlet Center	
Anchors	Junior department or discount	Anchors	Manufacturer's outlet store
Number of Stores	25-80 stores	Number of Stores	30-100 stores
Total Retail Space	100,000-450,000 square feet	Total Retail Space	200,000-800,000 square feet
Site Area	10-30 acres	Site Area	20-50 acres
Market Area Population	30,000-75,000 people	Market Area Population	200,000-600,000 people
Market Area Radius	3-8 miles	Market Area Radius	Over 50 miles
Regional Shopping Center		Power Center	
Anchors	1 or 2 full-line department stores	Anchors	Large warehouse/discount retailers
Number of Stores	50-100 stores	Number of Stores	10-200 stores (mainly large retailers)
Total Retail Space	300,000-750,000 square feet	Total Retail Space	250,000-800,000 square feet
Site Area	30-50 acres	Site Area	20-50 acres
Market Area Population	100,000-250,000 people	Market Area Population	250,000-500,000 people
Market Area Radius	8-15 miles	Market Area Radius	12-50 miles
Super-Regional Shopping Center		Sources:	
Anchors	3 or more full-line department stores	Urban Land Institute, Dollars and Cents of Shopping Centers	
Number of Stores	100-300 stores	Property Counselors	
Total Retail Space	600,000-2,000,000 square feet		
Site Area	40-100 acres		
Market Area Population	250,000-600,000 people		
Market Area Radius	12-50 miles		
<i>Sources: Urban Land Institute, Dollars and Cents of Shopping Centers, Property Counselors</i>			

Projected Retail Demand

It is possible to project the future level of retail sales in the city and the resultant amount of supportable development. The results of the projections are shown in Table ED-18. The existing sales and potential retail spending is based on the figures for the larger trade area described earlier in Table ED-16. Trade area resident spending by sector is projected to increase with population at a rate of 21% over the period (from 37,000 to 45,000).

As shown in the table, an additional 230,000 square feet of retail development is projected to be supportable under these conditions. The sectors showing the greatest growth are general merchandise and food services.

Table ED-18. Projected Retail Demand Anacortes 2013 to 2035.

	Trade Area Spending		Trade Area Capture		Anacortes Sales			Supportable Retail	
	2013	2035	2013	2035	2013	2035	Change	\$/Sq. Ft.	Net Sq. Ft.
Retail Trade									
Motor Vehicles & Parts	\$86,447,704	\$114,285,076	105%	95%	\$91,032,625	\$108,570,822	\$17,538,197	1,000	18,000
Furniture & Home Furnishing	11,878,710	15,703,821	95%	90%	11,320,153	14,133,439	2,813,286	250	11,000
Electronics & Appliances	21,276,208	28,127,445	58%	40%	12,239,909	11,250,978	(988,931)	250	(4,000)
Building Materials, Garden Equip & Supplies	28,378,038	37,516,164	128%	115%	36,277,042	43,143,588	6,866,546	300	23,000
Food & Beverage Stores	76,908,883	101,674,622	186%	125%	142,712,544	127,093,277	(15,619,267)	500	(31,000)
Drug/health Stores	29,707,950	39,274,326	125%	100%	37,238,069	39,274,326	2,036,257	400	5,000
Gas Stations & Convenience Stores W/pumps	55,108,181	72,853,787	129%	100%	71,352,868	72,853,787	1,500,919	250	6,000
Apparel & Accessories	26,565,101	35,119,436	32%	25%	8,625,186	8,779,859	154,673	250	1,000
Sporting Goods, Toys, Book & Music Stores	13,852,621	18,313,359	44%	40%	6,137,531	7,325,343	1,187,812	250	5,000
General Merchandise Stores	119,125,622	157,485,742	4%	30%	4,398,720	47,245,722	42,847,002	450	95,000
E-commerce & Mail Order	17,751,547	23,467,794	144%	144%	25,491,312	33,699,872	8,208,560	-	-
Miscellaneous Retailers	39,952,337	52,817,549	103%	90%	41,027,702	47,535,794	6,508,093	250	26,000
Total Retail Trade	\$526,952,900	\$696,639,119			\$487,853,662	\$560,906,808	\$73,053,146		154,000
Selected Services									
Arts, Entertainment & Recreation	\$6,937,571	\$9,171,566	164%	150%	\$11,359,749	\$13,757,350	\$2,397,601	200	12,000
Food Services	59,600,799	78,793,092	109%	100%	65,095,115	78,793,092	13,697,977	300	46,000
Repair and Maintenance	16,967,436	22,431,188	145%	120%	24,519,089	26,917,426	2,398,337	200	12,000
Personal Services	5,701,991	7,538,112	96%	90%	5,497,786	6,784,301	1,286,515	200	6,000
Subtotal	89,207,798	117,933,959			106,471,739	126,252,169	19,780,430		76,000
Total Retail and Selected Services	\$616,160,698	\$814,573,078			\$594,325,401	\$687,158,977	\$92,833,576		230,000

Anacortes Retail KT Analysis Report

As part of the 2016 Comprehensive Plan update process, the City requested that Western Washington University's (WWU) Center for Economic and Business Research (CEBR) help improve discussion about the status of, and possibly new, retail options in the City. The CEBR issued *City of Anacortes Retail Discussion Report* on September 22, 2015, and among other observations and recommendations, proposed a Kepner Tregoe (KT) Analysis be performed — a decision making process with a structured methodology for gathering information, prioritizing and evaluating alternatives.

The City Council Planning Committee undertook the KT Analysis, with full City Council input throughout the process, and provided recommendations in the *Anacortes Retail KT Analysis Report*, dated April 6, 2016. The report identified preferred retail alternatives being 1) a variety of small specialty retailers and 2) a mercantile, within the CBD, MJB North/CM1 or South Commercial Avenue locations. The Comprehensive Plan policies recognize the vision articulated by the results in the KT Analysis. Mid-scale retail was not identified as a preferred alternative in the analysis because it was viewed to: 1) Produce noticeable environmental impacts, 2) Be inconsistent with design standards of the community, 3) Increase public safety costs and risks and 4) Be an adverse effect on existing retail areas.

Other recommendations made in the report included that the City should:

- develop and implement a strategic plan for retail development,

- ~~consider economic development generally, and retail development specifically, to be a legitimate goal of the City government, and~~
- ~~leverage the support and contribution of relevant organizations like the Anacortes Chamber of Commerce and Economic Development Alliance of Skagit County, but do not rely on those entities to achieve the City's objectives, especially where their objectives do not correspond to the City's~~

Marine Industry Conditions

The marine industry in Anacortes includes ship and boat building and repair, seafood product preparation/packaging, marine cargo handling, boat moorage and storage, marinas, boat dealers, charters, and other marine related businesses. ~~According to Employment Security Data, in 2013, on average, the marine industry employed approximately 1,130 workers, or 15% of Anacortes's total workforce.~~ The ~~2022 2009~~ Anacortes Maritime Strategic Plan 2022-Futures Report by the City of Anacortes, Port of Anacortes, and EDASC, reported that, -in 2016, the marine industry employed approximately 1,186 workers, or 18 percent of Anacortes's total workforce that year. The report also provides an industry overview, including strengths, weaknesses, opportunities and threats. The findings are summarized below.

Strengths:

- Long history of maritime industry
- Diverse industry - manufacturing, commercial, retail, services, tourism
- Desirable community/quality of life
- Strong support from City, community
- Deep-water port
- Cost-competitive compared to Seattle
- Good mix of facilities and infrastructure
- Concentrated access to skilled trades
- Preservation of working-class culture
- Global destination for education/training
- Natural environment/recreation opportunities
- ~~Strategic location, proximity to Alaska~~

Opportunities:

- Boat shows and races drawing visitors
- Event center and increased amenities attracting new visitors
- Increased public access to waterfront
- Become center for retrofitting and servicing next-generation Pacific fleet

Weaknesses:

- Limited industrial land availability
- Lack of affordable housing for workforce
- Lack of community boatyard
- Infrastructure requiring upgrades
- Regulatory and permitting environment that can inhibit businesses
- Gap between workforce/employer needs
- Marine trades not promoted as a career option in K-12 schools
- Lack of community in the maritime business sector

Threats:

- Insufficient skilled workforce
- Cost of living/housing not affordable
- Residential encroachment on industrial lands
- Regulatory environment driving business away
- Younger people less interested in boating-related activities

- Become center for green marine (including electric vessels, renewables)
- Increased trade/exports, including through accommodating larger vessels
- Alaska/Arctic business opportunities
- Research, training, makerspace facilities

Strengths:

The available waterfront is diversified between commercial and recreational boating.

Dry dock and lift capacity at Dakota Creek provide a competitive advantage.

Anacortes is known worldwide as one of the most significant centers and ports for recreational boating due to its outstanding location, innovative boat dealers, nationally-promoted charter companies, and strong network of marine repair and supply businesses.

Anacortes is convenient to reach with access to a major interstate 16 miles away, 90 miles to a major city with airline services. The location is optimal for boating in the San Juan Islands and other destinations,

The local industry has developed a complete set of recreational marine repair and modification services with a skilled labor force that covers all of the key boating repair and maintenance areas.

Retail and services are close to the Cap Sante Marina.

Anacortes is the closest major town to the San Juan and Canadian Gulf Islands, providing provisions for many charter customers.

Weaknesses:

The recreational boating economy can be cyclical based on the economy and fuel prices.

The marine trades are a series of small businesses that have trouble maintaining their year round staff and skills needed to support peak periods of work. (Un)affordability of Anacortes and a shortage of skilled labor were commonly identified challenges.

Opportunities:

- Acknowledge and market Anacortes as a recreational boating community.
- Boat brokerages and sales offices or a yacht delivery center could add significantly to TRS.

Threats:

- Other port towns such as Everett, Bellingham and Port Townsend are developing their waterfront land for ship repairs, boat building, and recreational boating.
- Areas of growth in the marine cluster are dependent on creating an affordable living environment for working-wage jobs.
- Dry boat storage does not create many jobs; thought it does bring some benefit to local support businesses.

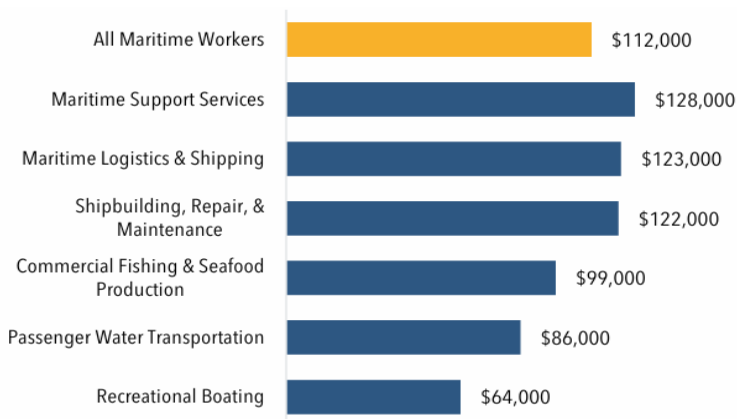
The *Maritime Strategic Plan* also contains the following breakdown of employment and earnings in ~~Anacortes~~Anacortes's marine industries. This data was collected as part of a larger survey of Washington marine industries using ESD data in 2016. Though somewhat outdated, this gives a general picture of the city's marine industry employment and wages. Overall, fishing and shipbuilding were the sectors with the highest levels of employment in 2016, though wages for shipbuilding were about twice those of boatbuilding. As shown below in Table ED-20, from a recent Maritime Federation report, statewide wages for boatbuilding remain higher than fishing wages in 2022.

Table ED-19. Characteristics of Anacortes's Marine Industry, 2016.

Sector	Employers	Employment	Wage	Average Annual Wage
Ship & Boat Building, Repair & Maintenance	6	386	\$24,977,645	\$64,653
Recreational Boating & Boat Building	14	102	\$3,530,407	\$34,697
Marinas	4	47	\$1,793,867	\$38,371
Boat Dealers	4	26	\$953,080	\$36,657
Scenic and Sightseeing Transportation	6	29	\$783,460	\$27,016
Commercial Fishing & Seafood	11	504	\$18,764,989	\$37,220
Maritime Logistics & Shipping	8	159	\$10,170,859	\$64,001
Passenger Water Transportation	4	35	\$1,689,614	\$48,622
Total	43	1,186	\$59,133,514	\$49,863

Source: 2016 ESD data via 2022 Anacortes Maritime Strategic Plan

Table ED-20. Average Earnings among Washington Maritime Workers, 2022



Source: U.S. Bureau of Labor Statistics, 2023; U.S. Bureau of Economic Analysis, 2023.

Characteristics of Anacortes' Marine Industry

2013 Anacortes ESD Data for Marine Industry										
NAICS		# Businesses	Avg. Empl.	Max. Empl.	Min. Empl.	Total Wages	Average Wage	Share of Avg Empl.	Share of Total Wages	2013 TRS
311710	Seafood Product Preparation and Packaging	5	401	470	353	\$ 10,246,316	\$ 25,573	35%	21%	D
336	Ship Building and Repairing Boat Building	7	376	445	309	\$ 21,120,474	\$ 56,171	33%	42%	\$ 3,232,534
488	Support Activities for Rail Transportation Port and Harbor Operations Marine Cargo Handling Other Support Activities for Water Treatment Freight Transportation Arrangement	8	113	160	85	\$ 6,583,310	\$ 58,518	10%	13%	D
811	Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance Other Personal and Household Goods Repair and Maintenance		100	138	72	\$ 3,791,986	\$ 37,983	9%	8%	D
483,487	Coastal and Great Lakes Passenger Transportation Inland Water Freight Transportation Inland Water Passenger Transportation Scenic and Sightseeing Transportation, Water	7	43	60	31	\$ 1,613,912	\$ 37,173	4%	3%	\$ 2,456,774
713930	Marinas	5	39	48	30	\$ 1,446,711	\$ 37,095	3%	3%	\$ 3,195,011
441222	Boat Dealers	8	30	45	15	\$ 981,804	\$ 33,095	3%	2%	\$ 26,893,536
11,42,44	Finfish Farming and Fish Hatcheries Finfish Fishing Shellfish Fishing Fish and Seafood Merchant Wholesalers Fish and Seafood Markets	7	29	52	10	\$ 4,100,117	\$ 143,027	3%	8%	D
Grand Total Marine Industry		66	1,130	1,418	905	\$ 49,884,630	\$ 44,155	100%	100%	\$ 35,777,855
Share of Anacortes Total		9%	15%			13%			10%	

Source: 2013 ESD data

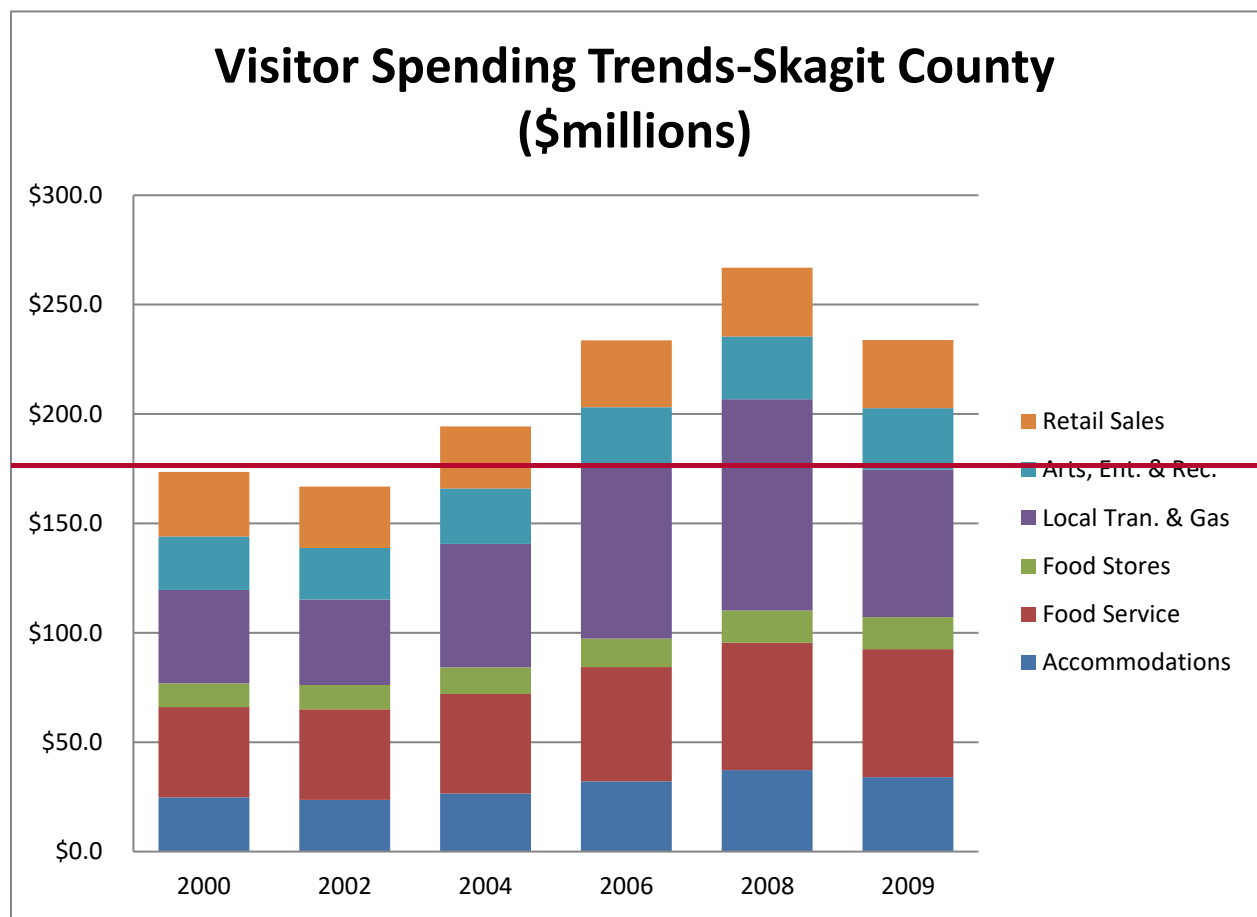
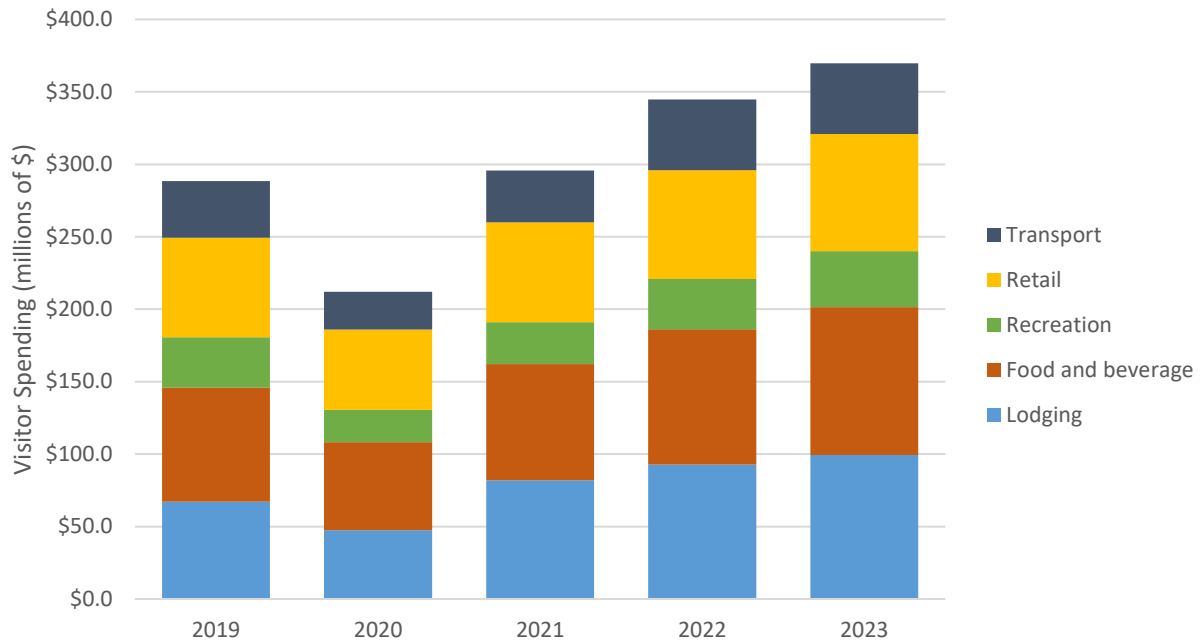
Visitor Industry Conditions

As presented earlier, leisure and hospitality is an important sector in the Anacortes economy. Conditions in this sector are considered in this section in more detail in terms of county-wide spending levels, activity in other tourist communities, and local attractions.

Skagit County Visitor Spending

The visitor industry contributes to businesses throughout the economy, and particularly lodging, local transportation / gas, and food services. Visitor spending estimates are available at the county level through [2009-2023](#). ~~On a per capita basis, annual visitor spending in Skagit County was higher than the State-wide average at \$2,004 versus \$1,812 in 2009.~~ Spending by sector is shown in Table ED-[2021](#). ~~The largest sectors are food services and local transportation.~~ [Visitor spending declined due to the COVID-19 pandemic in 2020, but has since rebounded and increased county-wide to over \\$350 million in 2023, 28 percent over pre-pandemic 2019 levels. Countywide, visitors spent the most on food/beverage and lodging in 2023, at about \\$100 million each, followed by about \\$80 million on retail.](#)

Table ED-210. Visitor Spending Trends in Skagit County, 2019-2023.



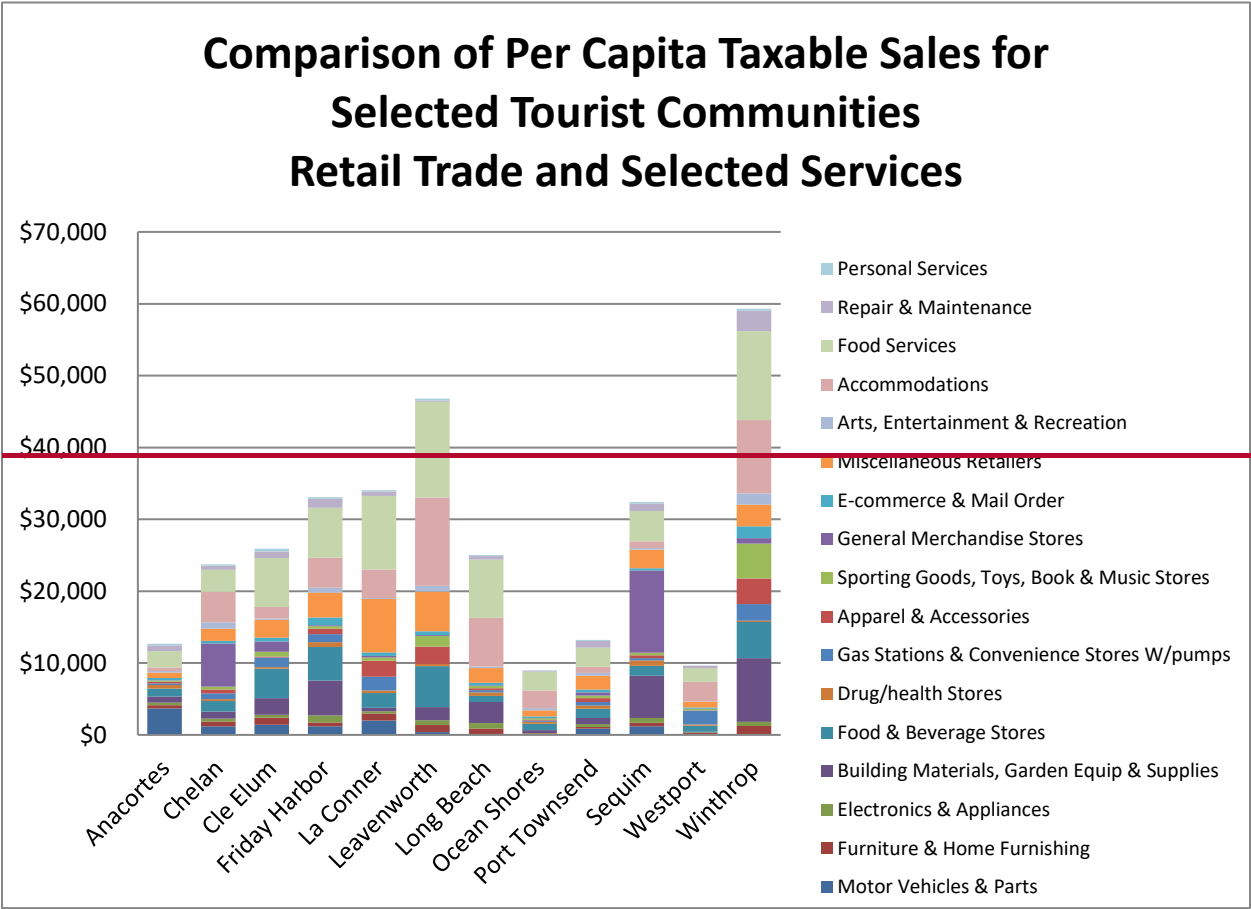
Source: ~~Dean Runyan and Associates, Washington State County Travel Impacts, 1991 to 2009.~~ [Skagit Tourism Bureau/Symphony](#)

In 2023, tourism in Skagit County employed 2,588 people, about 3.6 percent of total countywide employment, and generated \$45.7 million in state and local tax revenues countywide. There were 2.14 million visitors in 2023 countywide, and visitors spent \$94 per person per day on average, similar to the statewide average of \$90. Overall, although the tourism economy in Skagit County only accounts for about 3.6 percent of county employment, it has grown significantly since the pandemic, and is an important contributor to the regional economy.

Experience of other Tourist Communities

Taxable sales levels in Anacortes can be compared to levels in other communities that are considered to be tourist attractions. Table ED-21 provides a graphical comparison of retail and selected service sectors on a per capita basis. As shown taxable sales per capita in Anacortes are lower than in many of the communities shown. Much of this result is due to the small size of the other communities: ranging from 405 for Winthrop to 6,855 for Sequim. However, Sequim has higher absolute sales in these categories, due largely to a concentration of larger retailers in the area. Accommodation sales are much lower in Anacortes on a per capita basis than other cities, while food service sales are more comparable.

Table ED-21. Comparison of Per Capita Taxable Sales.



Visitor Attractions

There are three major activity generators that provide support for the local visitor industry: San Juan ferry travelers, recreational boaters, and Deception Pass State Park visitors.

Anacortes serves as a critical hub of transportation between the mainland and the surrounding islands. As there are no roads that lead to the San Juan Islands or Guemes Island, the only options for commuters, tourists, cargo transportation, and emergency services are public ferries, private vessels, or aircraft. Anacortes is home to two public ferry terminals that, combined, serve roughly 1.95 million riders each year^{11,12}.

The Washington State Ferry serving the San Juan Islands ~~and Sidney British Columbia~~ serves ~~almost two~~ over one million passengers per year as shown in Tables ED-22 ~~and 23~~. Despite a major slowdown during the COVID-19 pandemic, ferry ridership between Anacortes and the San Juans has rebounded to nearly pre-pandemic levels, despite continuing issues with ferry operations and reliability. In a 2024 study conducted by Western Washington University's Center for Economic and Business Research (CEBR), Route 80 was categorized as a tourism-impacted ferry, with an assumed 75-25 split of WSF expenditures between the counties of operation (San Juan and Skagit), with Skagit County receiving 25% of expenditures¹³. The total estimated economic impact of Route 80 was \$16,691,197 in 2023. The ferry's impact on Skagit County's labor income was calculated to be \$9,037,540 in 2023, supporting a total of 115 jobs in the county¹⁴.

~~Activity has grown steadily since 2008, and the share of total system activity has increased. The obvious opportunity is to intercept some of that traffic and capture the associated spending in Anacortes. The challenge is that these travelers may be focused on their destination as they arrive and depart Anacortes~~

¹¹ Washington State Department of Transportation. *Washington State Ferries-Traffic Statistics-2024 Annual*. (2025). <https://wsdot.wa.gov/sites/default/files/2025-01/WashingtonStateFerries-TrafficStatistics-2024Annual.pdf>

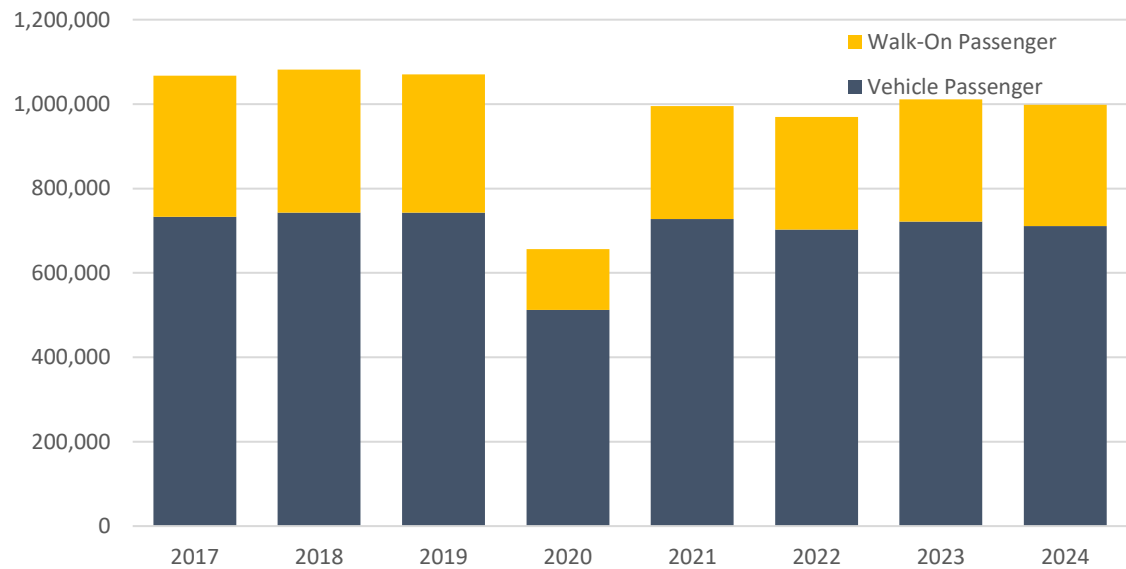
¹² Skagit County. *Guemes Island Ferry*. (n.d.). <https://www.skagitcounty.net/Departments/PublicWorksFerry/about.htm>

¹³ Western Washington University's Center for Economic and Business Research. *Washington State Ferry System Economic Impact Study*. (2024). <https://cbe.wvu.edu/sites/cbe.wvu.edu/files/2025-01/WWU%20Ferry%20Study%20Full%20Report.pdf>

¹⁴ Western Washington University's Center for Economic and Business Research. *Washington State Ferry System Economic Impact Study*. (2024). <https://cbe.wvu.edu/sites/cbe.wvu.edu/files/2025-01/WWU%20Ferry%20Study%20Full%20Report.pdf>

Figure ED-22. Washington State Anacortes-San Juan Ferry Route Vehicle and Passenger Volumes.

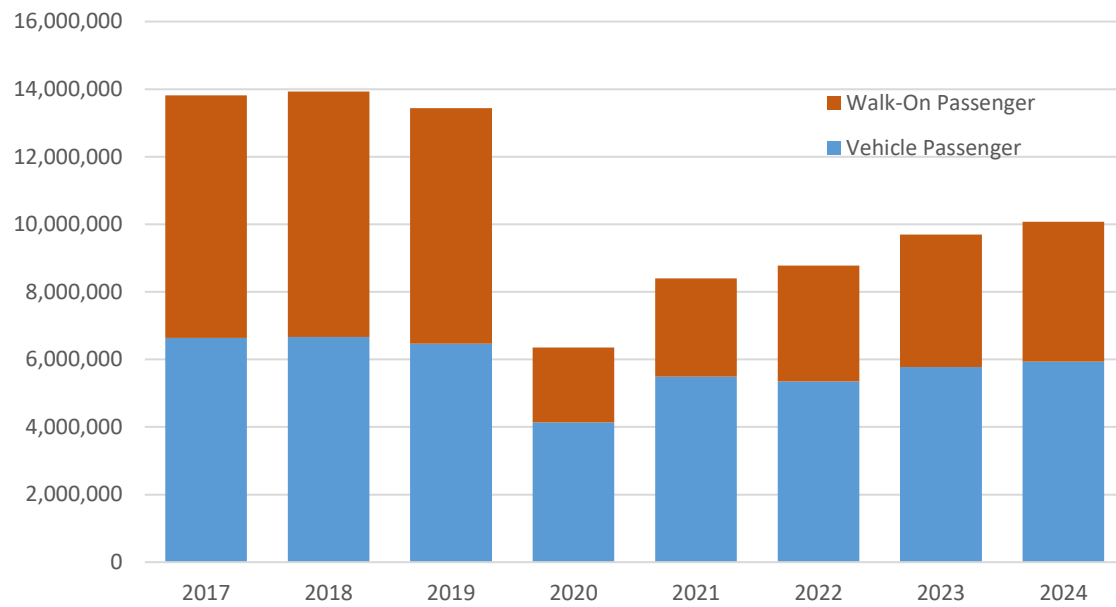
	Anacortes San Juan/Sydney		System Total		Anacortes as Percent	
	Vehicles	Total Passengers	Vehicles	Total Passengers	Vehicles	Total Passengers
2002	921,406	1,963,499	11,009,262	25,141,467	8.4%	7.8%
2003	892,178	1,910,471	10,819,196	24,376,276	8.2%	7.8%
2004	894,682	1,899,013	10,828,312	24,092,236	8.3%	7.9%
2005	881,593	1,851,687	10,801,196	23,817,366	8.2%	7.8%
2006	881,688	1,827,129	10,850,232	23,937,546	8.1%	7.6%
2007	882,086	1,835,000	10,674,166	23,709,097	8.3%	7.7%
2008	852,398	1,786,297	10,010,841	22,732,734	8.5%	7.9%
2009	866,621	1,823,063	10,064,294	22,737,710	8.6%	8.0%
2010	874,237	1,830,902	10,101,190	22,451,404	8.7%	8.2%
2011	873,482	1,842,685	9,977,372	22,230,041	8.8%	8.3%
2012	890,865	1,870,498	9,974,874	22,201,496	8.9%	8.4%
2013	912,735	1,923,619	10,028,448	22,537,029	9.1%	8.5%



Source: Washington State Ferry System

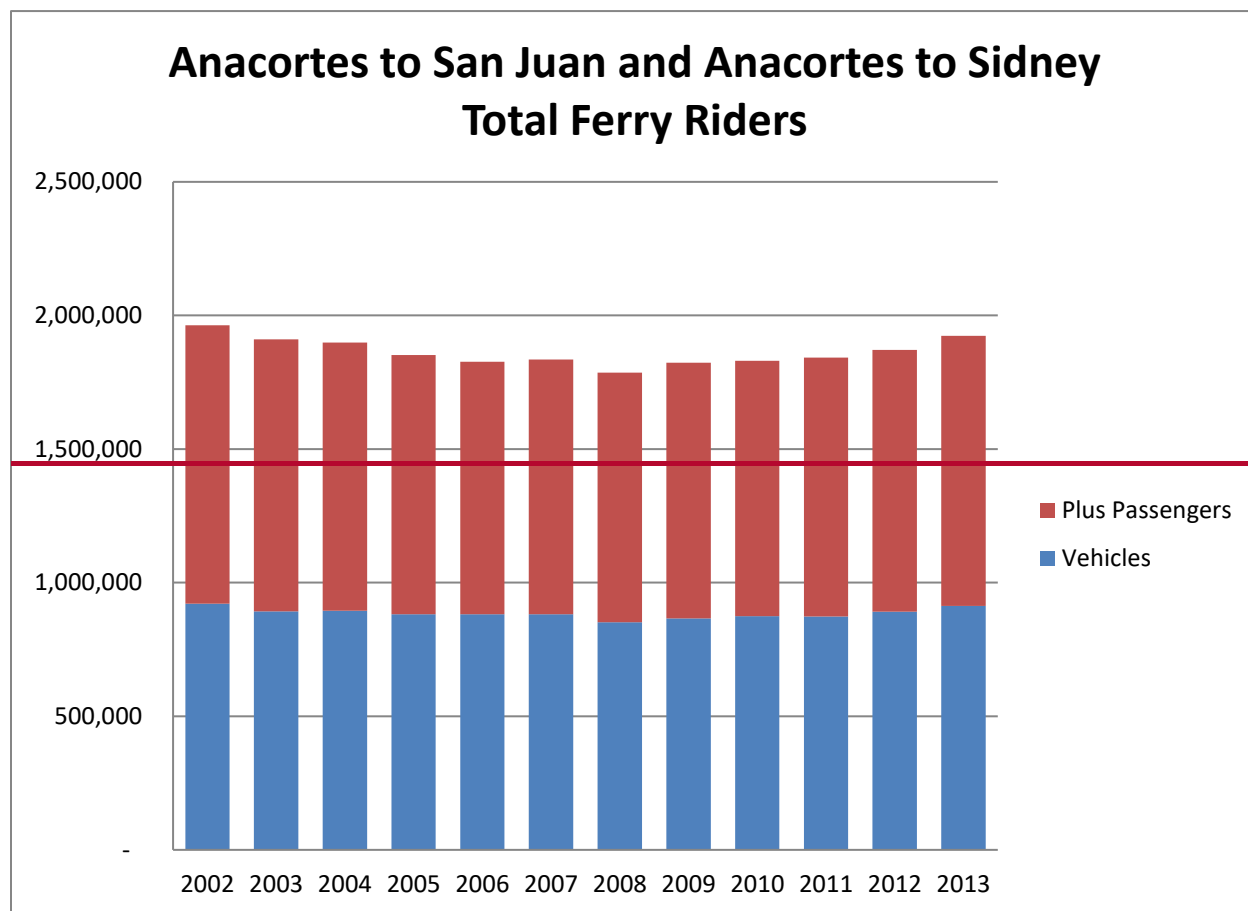
On the other hand, as shown in Figure ED-23, ferry ridership statewide has seen a significant decrease in ridership since the COVID-19 pandemic, attributable both to reductions in service (including suspension of the service from Anacortes to Sydney, B.C.) as well as decreased reliability. However, this comparison does show the relative stability and importance of the Anacortes to San Juan ferry routes, and continued potential to intercept some of that traffic and capture the associated spending in Anacortes.

Figure ED-23. Washington Statewide Ferry Vehicle and Passenger Volumes.



Source: Washington State Ferry System

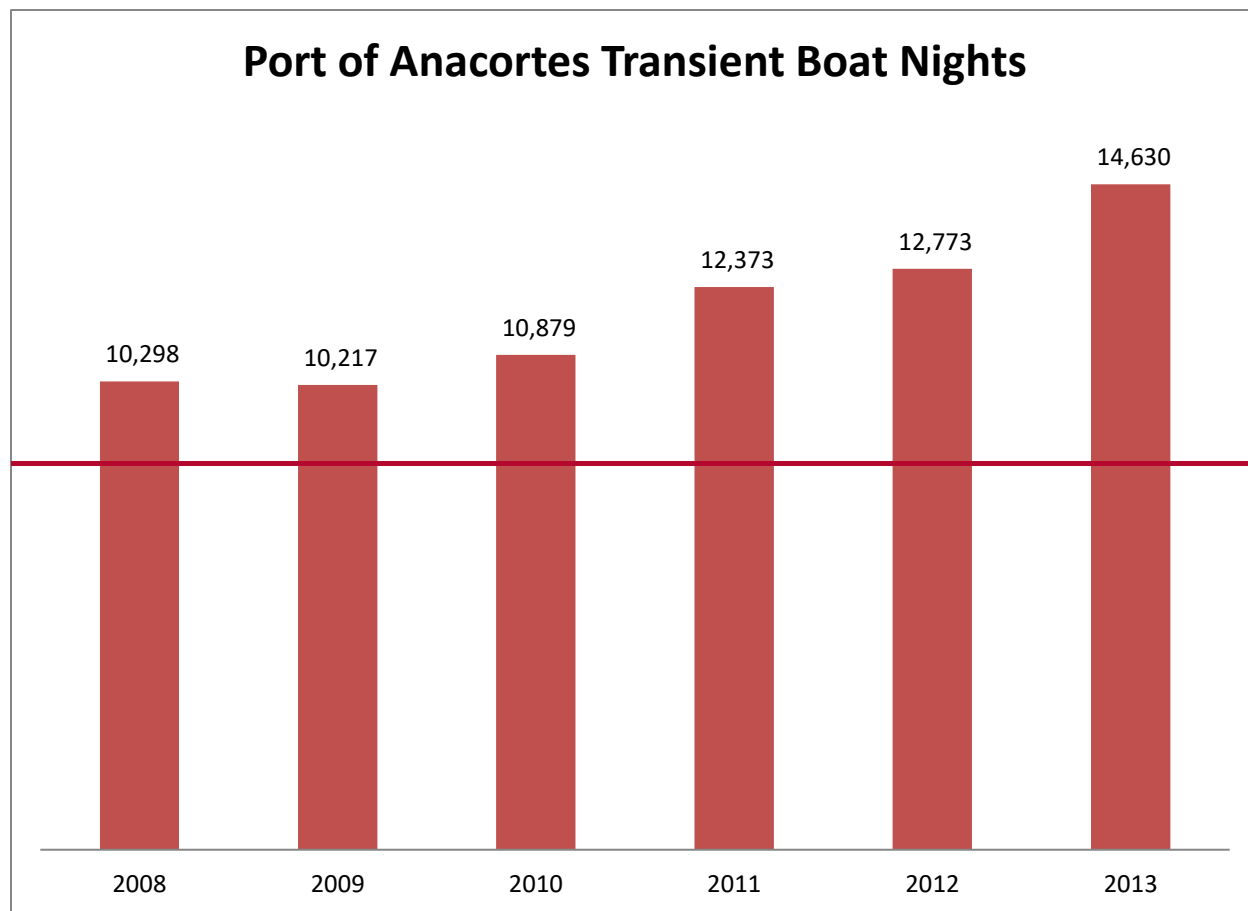
~~Table ED-23. Anacortes to San Juan and Anacortes to Sidney Total Ferry Riders.~~



Deception Pass State Park is the most-visited park in Washington with over 2 million visitors each year. The Park has a number of recreational opportunities, including three campgrounds, several hiking trails, beaches, and tide pools, several miles of the Pacific Northwest Water Trail, the Cornet Bay Retreat Center, boat launches and fishing opportunities, and an interpretive center. These visitors may be attracted to Anacortes during their stay.

Anacortes is the gateway to the recreational boating resources of the San Juan Islands and other areas. The Port of Anacortes's [Cap Sante Marina](#) is the largest marina in the city with 950 slips, 150 to 200 of which are held for transient moorage. ~~As shown in Table ED-24, the Port served almost 15,000 transient boat nights in 2013.~~

Table ED-24. Port of Anacortes Transient Boat Nights.



Transient boaters will spend money in local communities during their trips. [The tables below show data on estimated boater spending in 2000 and 2016 based on surveys in the East Coast, but can provide a general picture of the effect of recreational boat trips on the local economy.](#)

Table ED-25. Estimated Boater Spending per Trip, 2000

	Marina Powerboat	Sailboat
Food Lodging	\$141	\$151
Retail	39	28
Entertainment	39	22
Local Transportation	22	17
Total	\$241	\$218

Source: Boating 2000, A Survey of Boating Spending in Maryland. Adjusted to 2013 dollars.

Figure ED-24. Estimated Boater Spending per Trip, 2016

Category	Mean Spending
Equipment, maintenance, repairs and upkeep	\$85.56
Boat fuel and oil	\$77.92
Restaurant meals & drinks	\$49.59
Groceries	\$23.56
Transient/guest dockage (marina fee)	\$22.99
Auto gas and oil	\$20.92
Fishing gear, bait, ice, etc.	\$13.70
Recreation and entertainment	\$7.97
Lodging (hotel/motel)	\$6.60
Shopping and souvenirs	\$3.73
Lodging (camping/B&B)	\$2.61
Launch fees	\$1.95
Pump out fees	\$0.42
Total:	\$317.52

Source: Monmouth University. "The Mid-Atlantic Recreational Boater Survey." April 2016. https://www.monmouth.edu/uci/wp-content/uploads/sites/58/2018/01/recreational_boaters.pdf

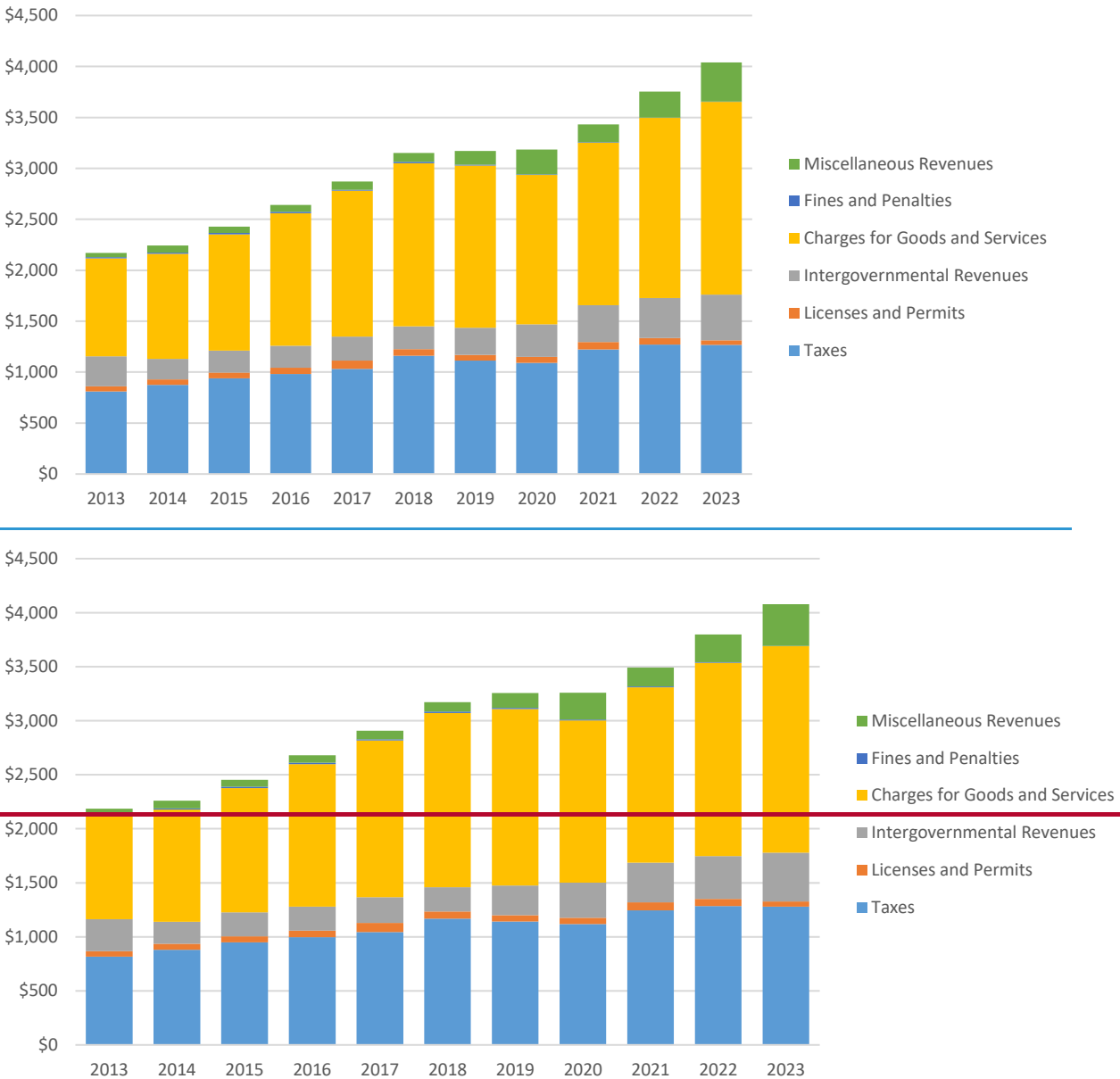
Fiscal Conditions

Fiscal conditions are the revenue and cost relationships for provision of public services. A strong economy will provide a strong tax base. Quality public facilities and services will make the community attractive to residents, employees, and visitors. The fiscal conditions are presented in terms of fiscal trends, comparison to similar communities, and factors affecting future revenues and expenses.

Trends

Trends in revenues and expenses can be derived from data compiled for local governments by the Washington State Auditor's [Office Financial Intelligence Tool \(FIT\)](#). ~~Local Government Financial Reporting System (LGFRS).~~ [The data covers a variety of fund types, including general, permanent, special revenue, debt service, capital project, enterprise, internal service, debt, and liabilities. The dataset provides statistics going back to 2013. The LGFRS data is provided in a standard format with any duplication removed. Operating revenues and expenses are identified for operating funds, defined as the general fund and special revenue funds. Special revenue funds cover regular public services, but are funded by targeted revenue sources. Table ED-27 presents operating revenue and expense data for the period 2003 to 2012. Table Figure ED-26-25 summarizes trends in operating revenues for Anacortes for the period 20103 to 202312. The data in Table ED-26 are shown on a per capita basis to isolate changes related to population growth. In 2023, the three-largest source categories of revenue were general property taxes, charges for goods and services \(primarily water sales and services\) and taxes. Over the past decade, per capita revenues have nearly doubled, mostly driven by a 97 percent increase in charges for goods and services and a 57 percent increase in tax revenue. \(primarily Retail Sales and Use Tax\), and business taxes \(primarily taxes on utilities\).](#)

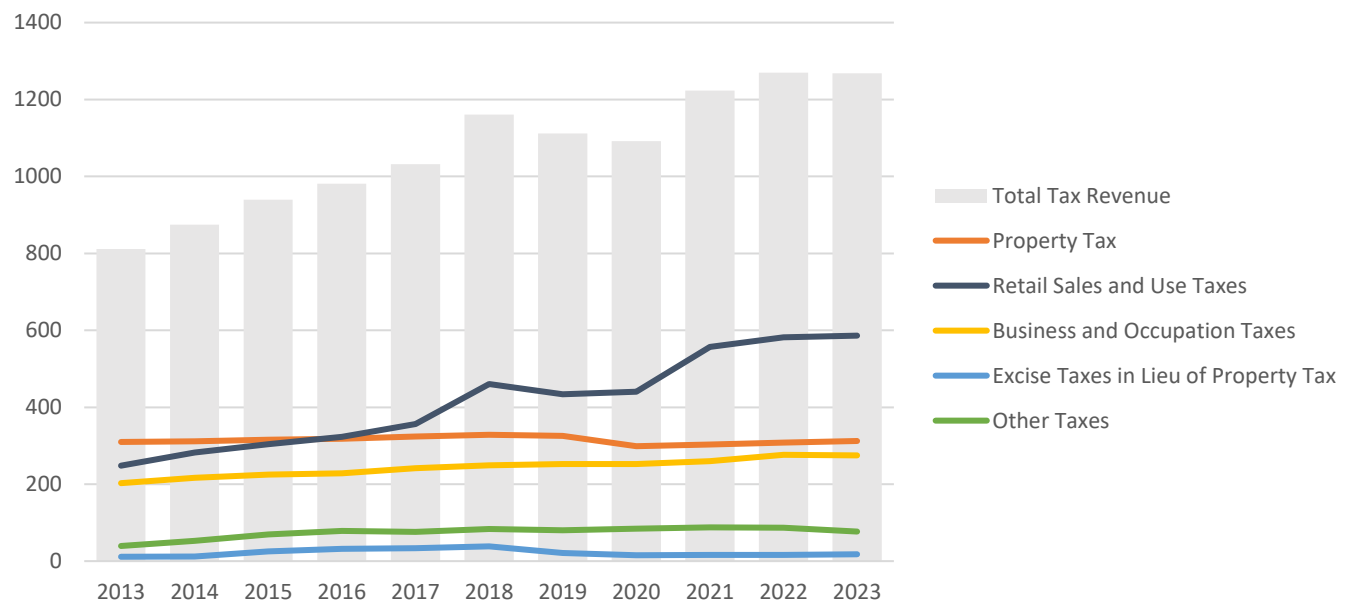
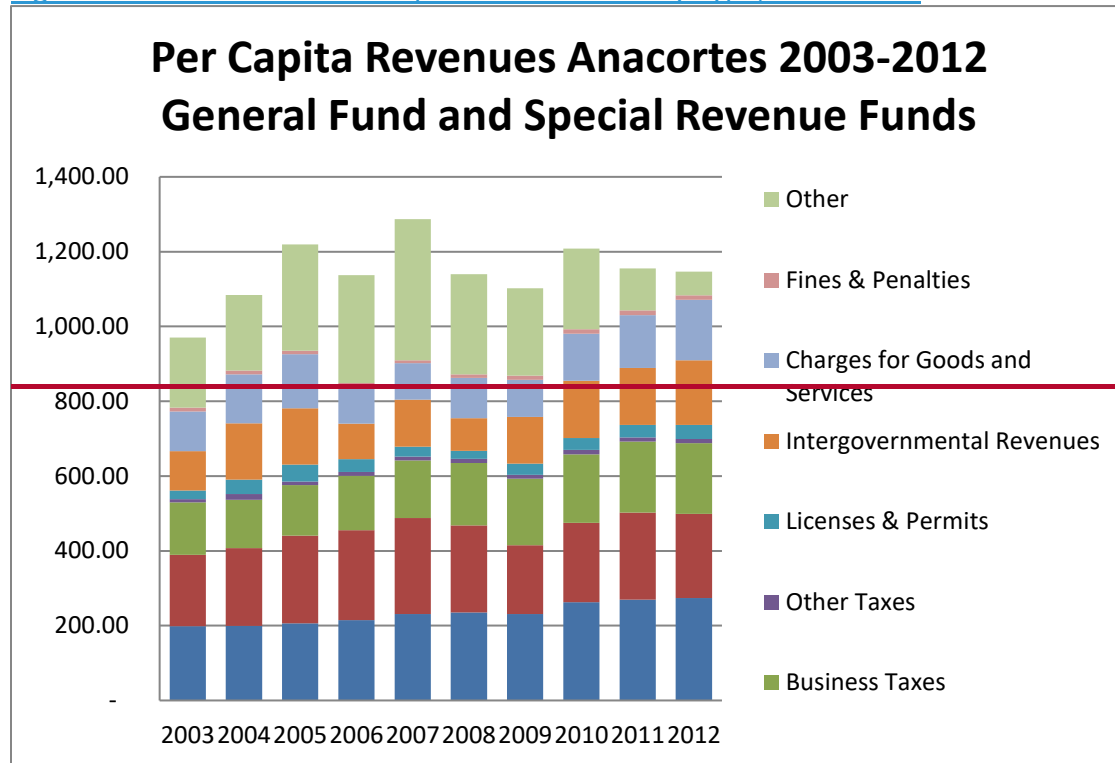
Figure ED-26. Anacortes Per Capita Revenues, 2013-2023



Source: Washington State Auditor Financial Intelligence Tool

The table below in Figure ED-26 breaks down the tax portion of the per capita revenue. Property taxes have remained steady on a per capita basis over the past decade, and business taxes have grown slowly over time. ~~R~~ but retail sales and use tax has ~~varied over time~~ seen by far the most growth but also the most volatility, with significant increases in revenue coming out of the COVID-19 pandemic but slowing over the past couple of years. ~~This tax is particularly cyclical, with notable declines during economic slowdowns, as consumer spending declines somewhat, but new construction declines dramatically.~~ Retail Sales and Use Tax is a major source of revenue, but a very volatile one.

Figure ED-25. Anacortes Per Capita Tax Revenues by Type, 2013-2023.



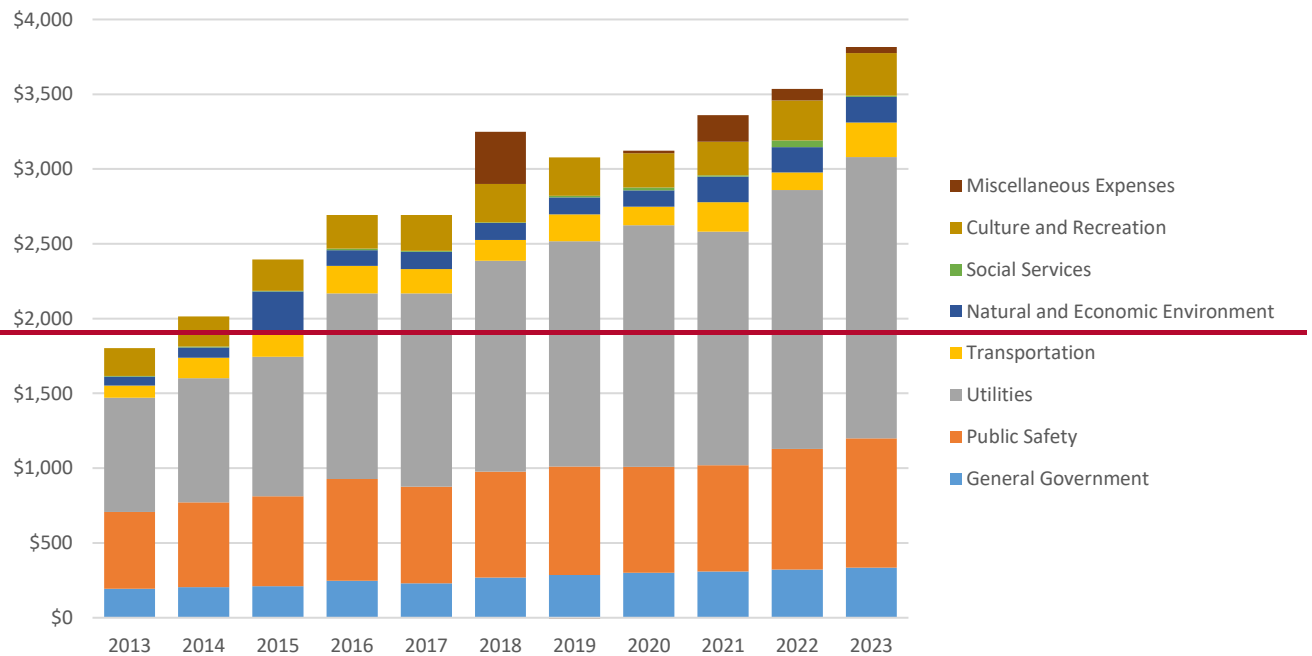
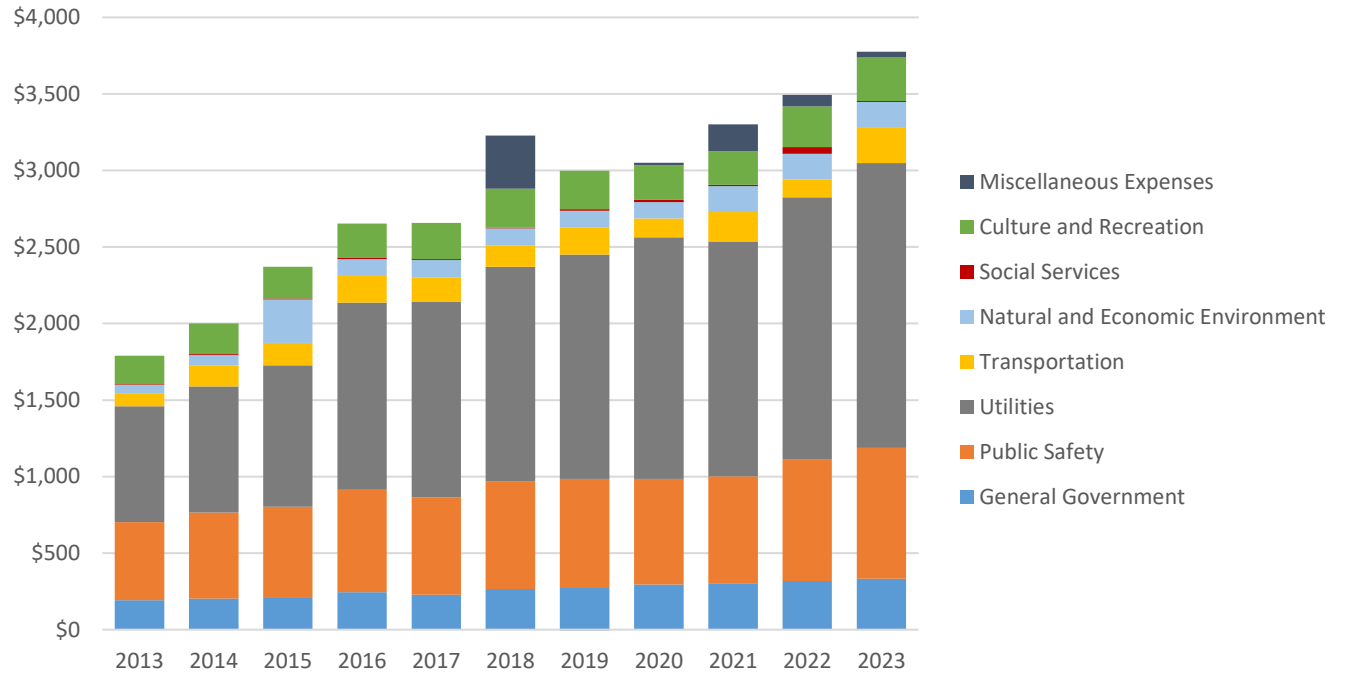
Source: Washington State Auditor Financial Intelligence Tool

Table ED-27. City of Anacortes Revenue and Expense Trends General Fund and Special Revenue Funds.

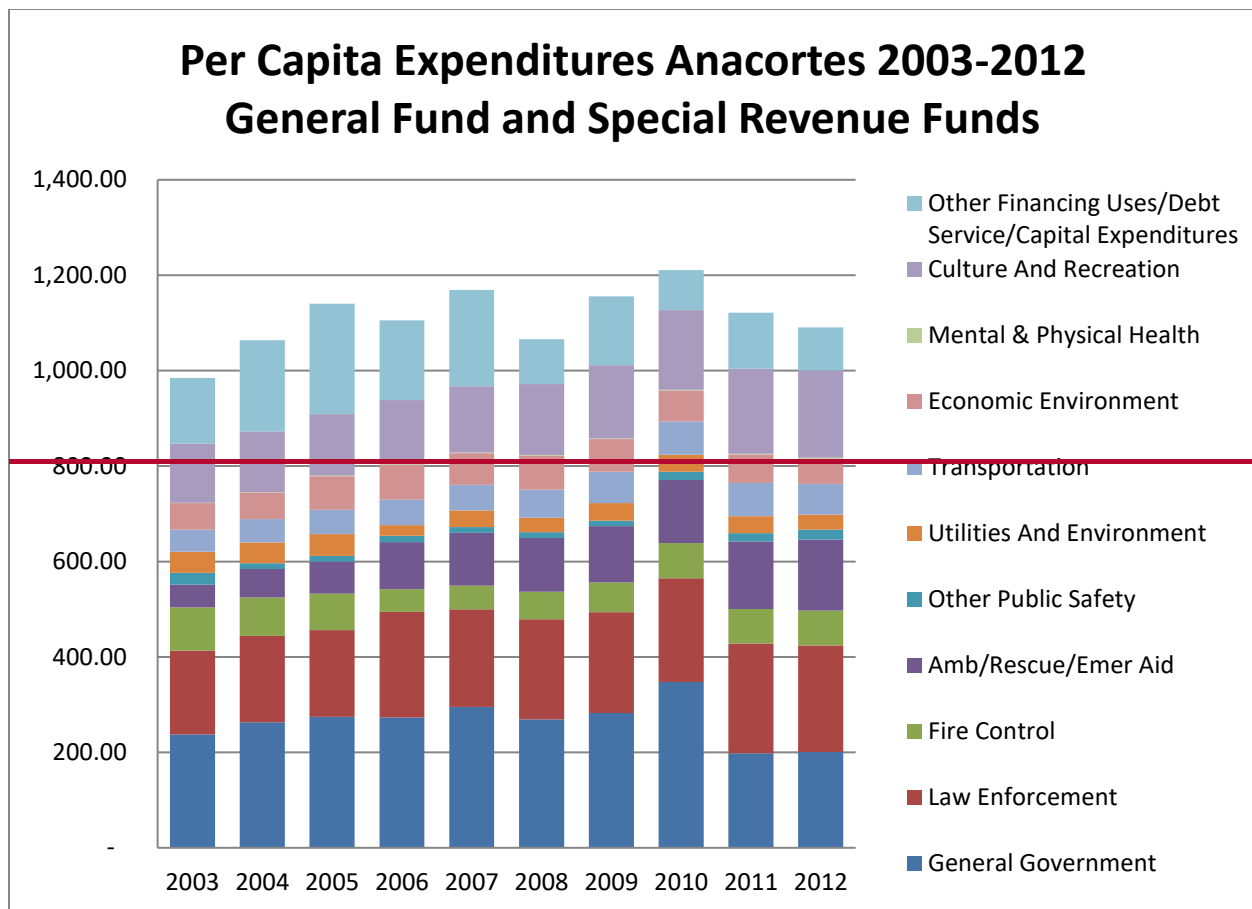
	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
All Revenues										
Taxes										
General Property Taxes	\$2,995,348	\$3,087,433	\$3,233,255	\$3,479,615	\$3,786,991	\$3,913,417	\$3,883,698	\$4,150,982	\$4,279,143	\$4,375,994
Retail Sales & Use Taxes	2,884,391	3,215,793	3,683,753	3,877,622	4,208,628	3,874,454	3,087,314	3,348,229	3,686,230	3,581,280
Business Taxes	2,117,768	1,990,713	2,128,674	2,360,683	2,527,468	2,778,436	2,979,709	2,886,842	3,020,463	3,025,397
Excise Taxes	138,953	248,345	144,828	162,877	176,090	190,079	183,411	184,631	175,884	168,837
Subtotal:	8,136,460	8,542,284	9,190,510	9,880,797	10,699,177	10,756,386	10,134,132	10,570,684	11,161,720	11,151,508
Licenses & Permits	345,250	595,397	706,401	556,487	431,863	348,664	496,402	498,816	525,260	602,320
Intergovernmental Revenue	1,594,647	2,326,002	2,372,073	1,527,058	2,053,633	1,452,273	2,093,486	2,421,961	2,412,293	2,767,394
Charges for Goods and Services	1,598,313	2,025,426	2,264,039	1,602,666	1,608,892	1,799,987	1,670,121	1,976,567	2,234,387	2,570,145
Fines & Penalties	162,045	163,941	144,651	157,351	118,116	149,901	193,269	193,208	214,097	196,337
Miscellaneous Revenues	2,350,894	2,605,426	2,863,085	3,040,988	3,327,422	3,025,751	2,696,495	3,124,781	875,974	579,706
Other Financing Sources	476,244	506,495	1,608,177	1,624,330	2,860,500	1,428,182	1,217,455	270,436	895,492	433,525
Total:	\$14,663,853	\$16,764,971	\$19,148,936	\$18,389,677	\$21,099,603	\$18,961,144	\$18,501,360	\$19,056,453	\$18,319,223	\$18,300,935
All Expenditures/Expenses										
General Government	\$3,587,405	\$4,070,346	\$4,304,724	\$4,419,400	\$4,845,934	\$4,482,171	\$4,741,826	\$5,486,493	\$3,144,031	\$3,207,822
Public Safety										
Law Enforcement	2,653,706	2,800,273	2,861,921	3,573,351	3,346,431	3,483,345	3,553,562	3,423,223	3,644,113	3,555,435
Control	1,371,572	1,249,585	1,197,022	769,600	820,147	964,825	1,043,189	1,171,710	1,148,241	1,175,165
Detention And Correction	90,578	104,990	95,588	136,383	89,331	101,776	95,873	170,573	167,253	230,161
Emergency Services	29,466	31,838	34,520	28,725	48,035	31,441	30,843	31,105	28,313	20,990
Amb/Rescue/Emer Aid	716,275	917,546	1,056,293	1,593,197	1,810,243	1,875,026	1,975,778	2,075,164	2,247,030	2,371,313
Comm Alarms & Dispatch	254,051	50,928	55,038	58,097	68,480	69,272	75,339	74,956	74,791	80,835
Subtotal:	5,115,648	5,155,160	5,300,382	6,159,353	6,182,667	6,525,685	6,774,584	6,946,731	7,309,741	7,433,899
Utilities And Environment	669,215	673,419	719,909	357,693	563,588	500,416	610,597	566,009	569,829	499,068
Transportation	707,759	761,553	796,120	863,496	883,885	984,218	1,109,158	1,101,641	1,102,947	1,030,357
Economic Environment	839,868	858,480	1,110,694	1,186,608	1,087,808	1,179,692	1,149,727	1,022,191	944,290	849,849
Mental & Physical Health	10,096	12,798	13,866	17,124	20,507	20,481	21,409	17,121	26,339	26,117
Culture And Recreation	1,872,351	1,969,749	2,019,666	2,173,549	2,275,114	2,478,953	2,573,708	2,639,896	2,833,662	2,911,965
Other Financing Uses/Debt	2,074,241	2,954,226	3,637,875	2,697,895	3,318,359	1,568,775	2,428,653	1,320,939	1,857,345	1,446,815
Total:	\$14,876,583	\$16,455,731	\$17,903,236	\$17,875,118	\$19,177,862	\$17,740,391	\$19,409,662	\$19,101,021	\$17,788,184	\$17,405,892

~~Figure~~Table ED-28-26 presents operating expenditures on a per capita basis for the same period (2013-2023). In each year, ~~Utilities and Public-public S~~safety ~~spending -law enforcement, fire control, and emergency services-~~has represent~~ed~~s over half of total operating expenditures. Utilities and ~~Public public S~~safety expenditures have grown in recent years while general government expenditures ~~have~~ ~~has~~have remained static ~~declined~~ on an absolute and per capita basis. Fees collected by utilities are used exclusively for operating/maintaining the utility system; fees collected for utilities do not go into the city's general fund.

Table ED-2826. ~~APnacortes~~ Per Capita Expenditures ~~Anacortes 20103-20123~~.



Source: Washington State Auditor Financial Intelligence Tool



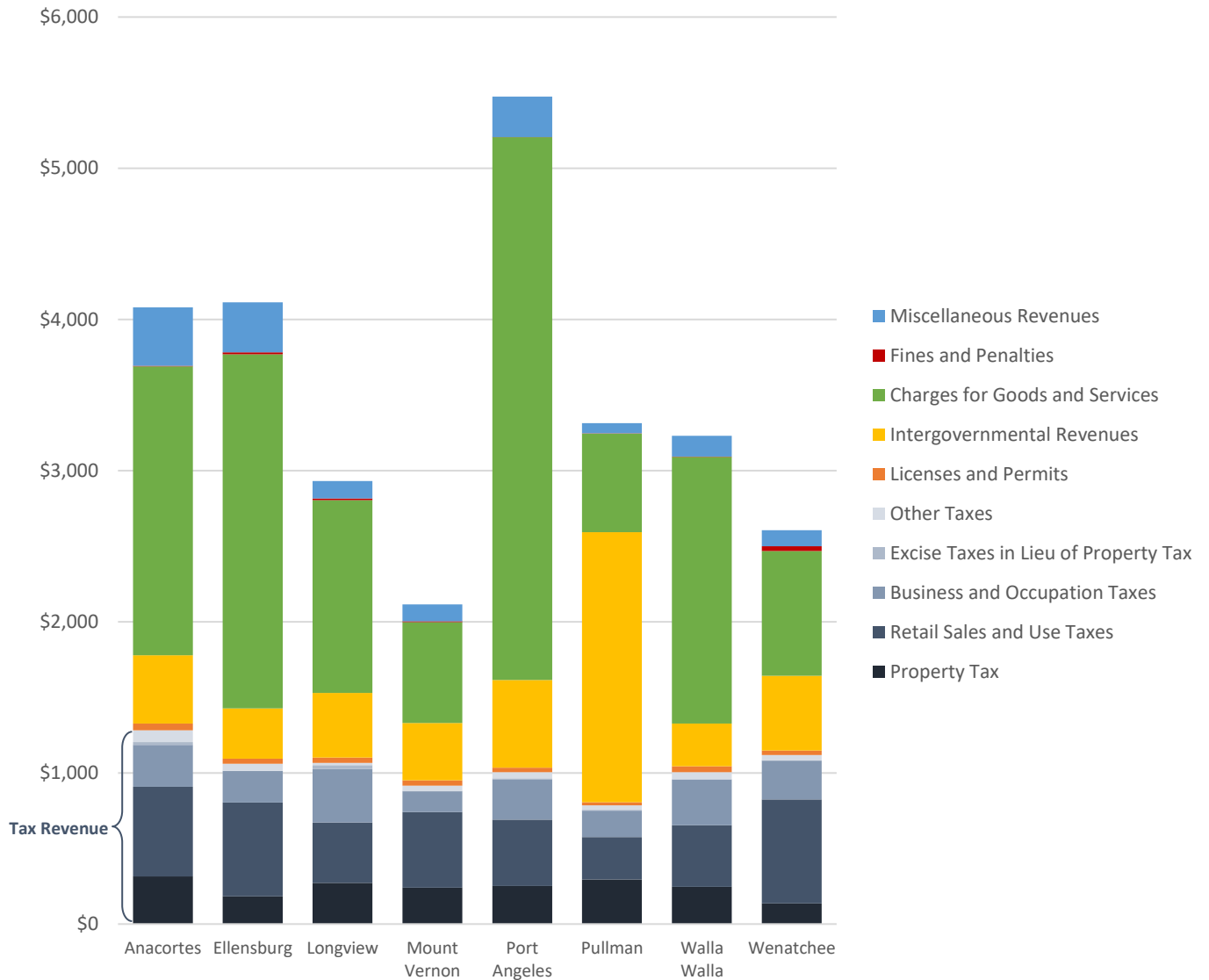
Comparison to Similar Communities

~~LGFRS~~ State auditor data can also be used ~~in a comparison of~~ to compare Anacortes to other communities. The Association of Washington Cities has a classification scheme for cities based on size, property value, activity, growth, and geography (west or eastern Washington). Anacortes is classified as a Non-metro Regional Center, a classification-based on its size ~~as largest in non-metro area~~, moderate property value, level of commercial activity, and growth rate. ~~Table~~ Figure ED-279 compares per capita revenues for eight of the ten Non-metro Regional Centers. Anacortes has the highest per capita tax revenues—especially ~~property~~ retail tax—reflecting its strong employment base. ~~It also has the highest license and permit revenue.~~ Overall, revenues are well above the average for the ten Non-metro Regional Centers, and exceed all but two.

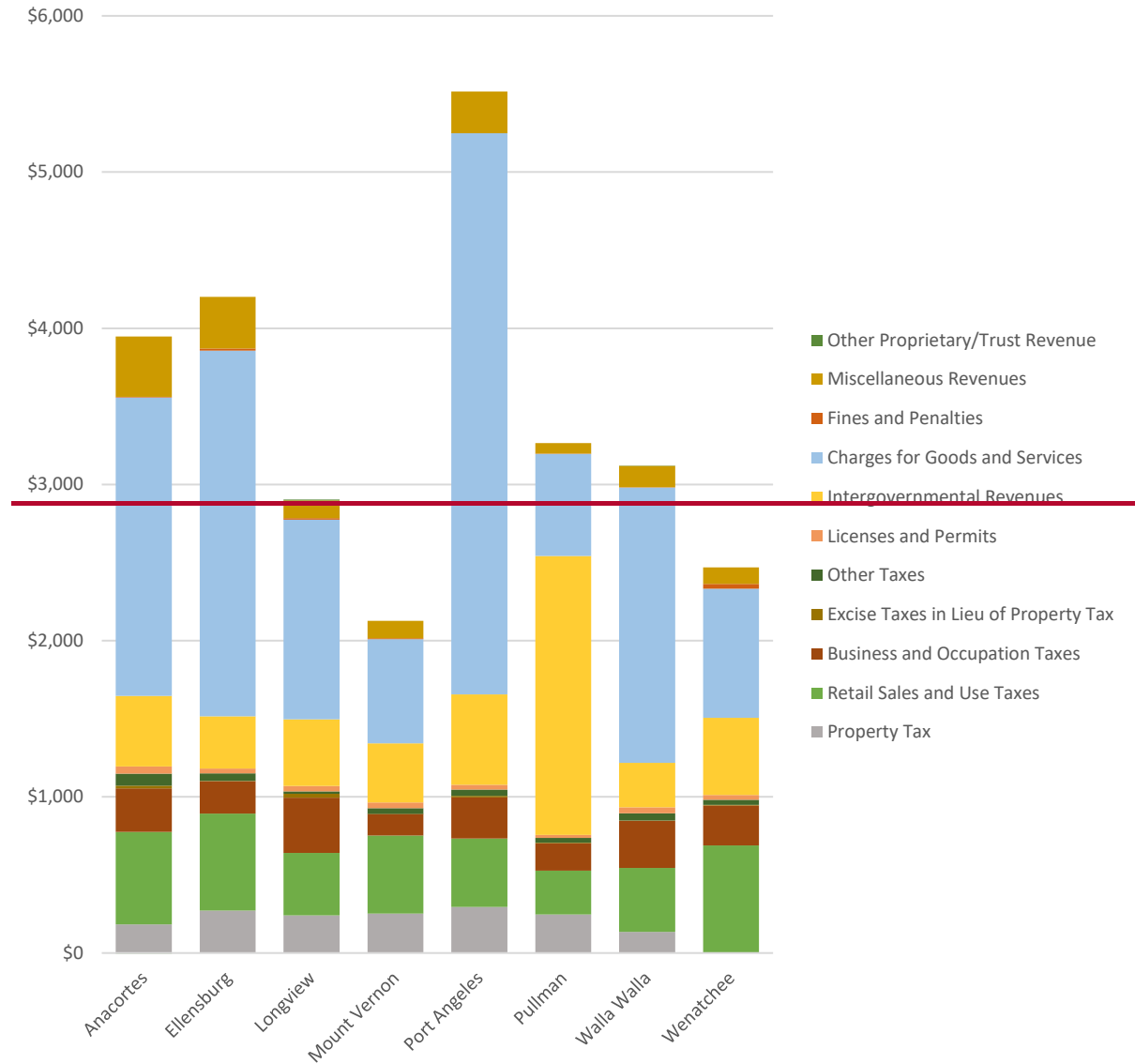
~~LGFRS data can also be used in a comparison of Anacortes to other communities. The Association of Washington Cities has a classification scheme for cities based on size, property value, activity, growth, and geography (west or eastern Washington). Anacortes is classified as a Non-metro Regional Center based on its size as largest in non-metro area, moderate property value, commercial activity, and growth. Table ED-29 compares per capita revenues for the ten Non-metro Regional Centers. Anacortes~~

has very high per capita property taxes reflecting its strong employment base. It also has relatively high business taxes, and intergovernmental revenues. Overall, revenues are well above the average for the ten, and exceed all but three.

Table-~~Figure~~ ED-2927. Per Capita Revenues, Regional Center Cluster Cities, 20123.



Per Capita Revenues Regional Center Cluster Cities 2023



Source: [Washington State Auditor Financial Intelligence Tool](#)

Source: [State Auditor's Office Financial Intelligence Tool \(FIT\)](#)

Per Capita Revenues Regional Center Cluster Cities 2012

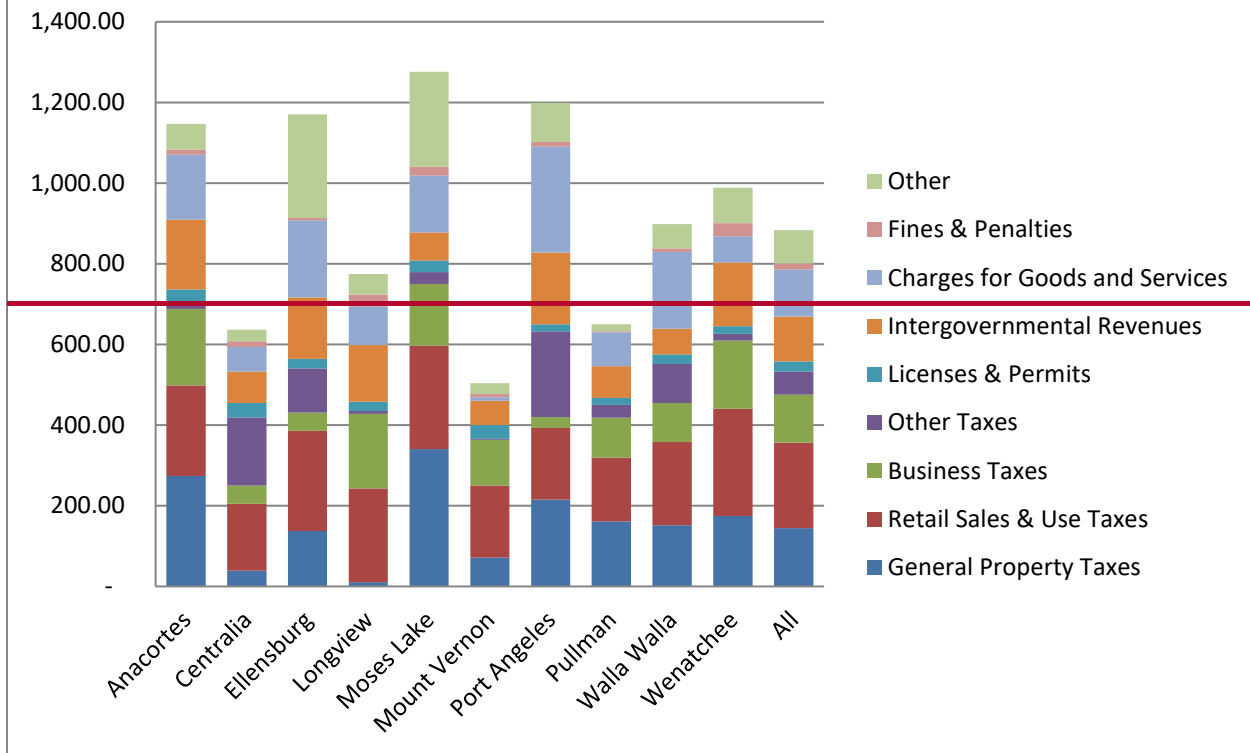
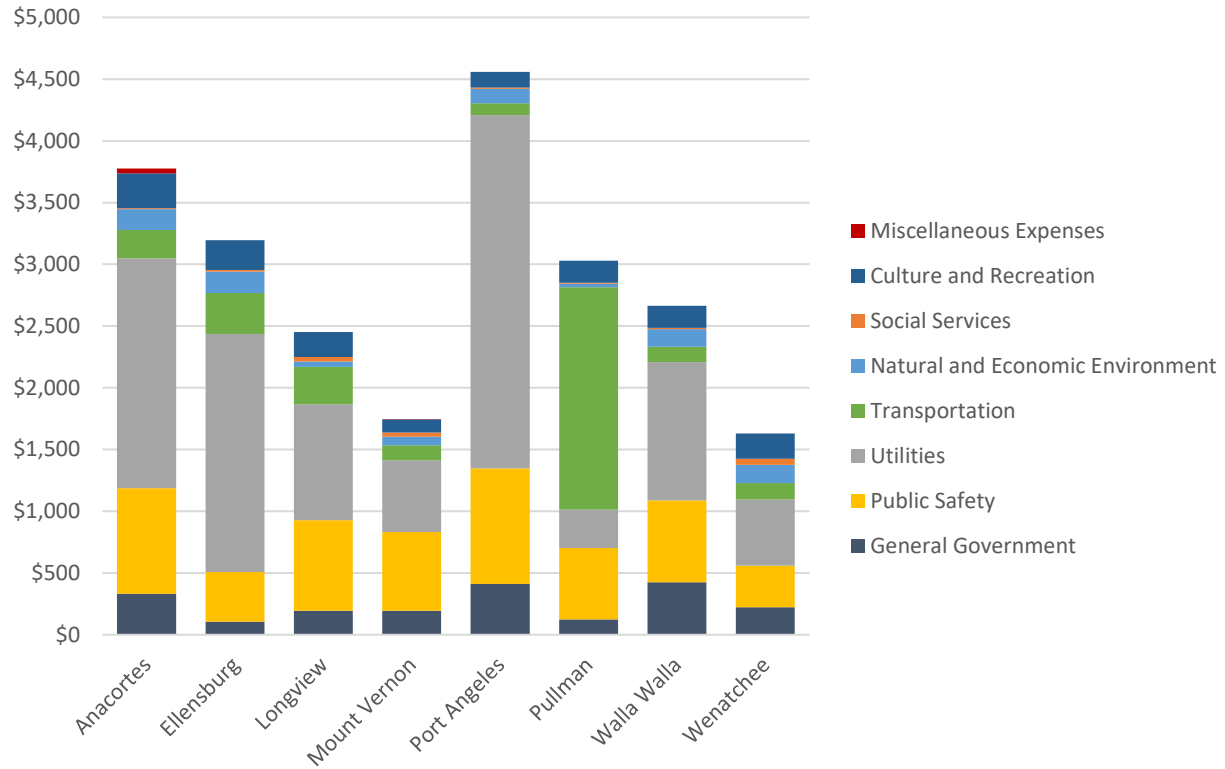


Table ED-30 compares per capita ~~revenues~~expenditures for the ten Non-metro Regional Centers.

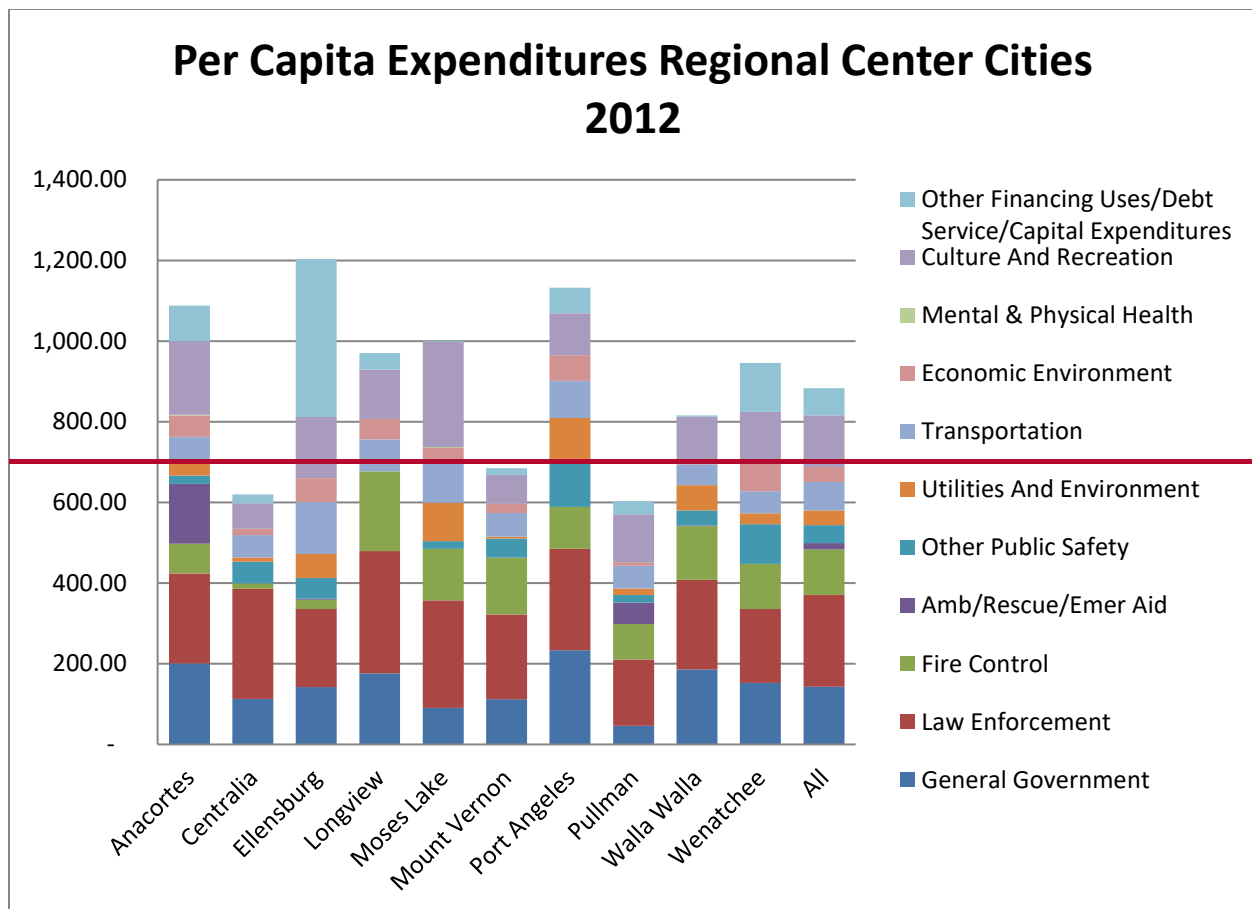
~~Overall expenditures are well above average for the ten cities. The most notable differences are the high emergency services, low fire control, and high culture and recreation~~

~~expenditures.~~Anacortes's expenditures are the second-highest behind Port Angeles, driven by high utility costs, also a major driver of cost in Port Angeles.

Table ED-30. Per Capita Expenditures, Regional Center Cities, ~~2012~~2023.



Source: [Washington State Auditor Financial Intelligence Tool](#)



Factors Affecting Future Revenues and Expenses

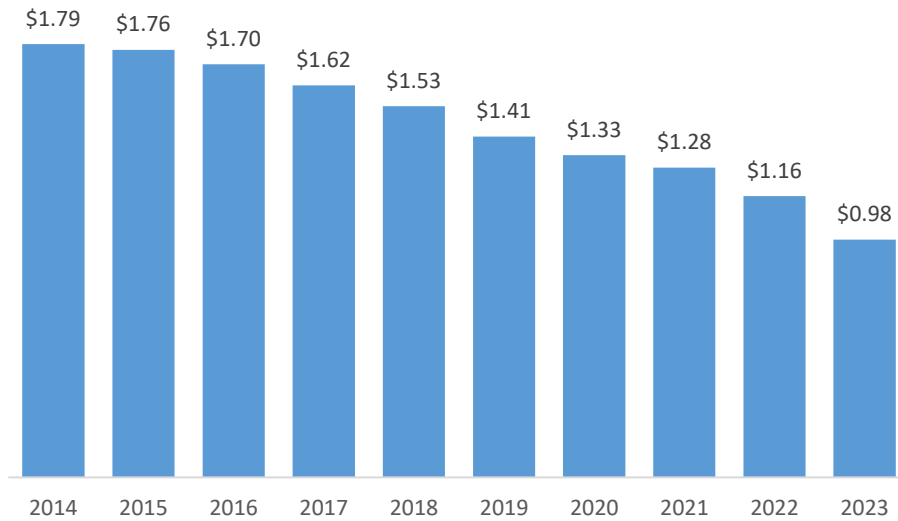
There are several factors that drive future revenues and expenses beyond public policy. Expenditures grow with population growth, inflation, demands for more sophisticated services, ~~and efficiencies through economies of scale~~. Revenues grow with new development, consumer spending, and inflation, ~~and efficiencies through economies of scale~~. Retail sales tax is the most volatile source because of the importance of sales tax on construction and its associated business cycle. Further, property taxes are limited by state statute to a 1% increase annually plus taxes on new development. As a result, the property tax rate is driven down during times of strong growth in real estate values, and pushed up during times of slow or no growth. This phenomenon is reflected in the pattern of change in the City's property tax rate ~~over the past 14 years~~ since 2014 as shown in Table ED-31. ~~Anacortes' Anacortes's~~ Property Tax Rate (per \$1,000 valuation) has steadily declined since 2014 by about \$0.10 per year. This period of decline follows a period of a steady increase of the property tax rate from 2008 to 2014, following the 2008 financial crisis.

~~Note that the increase in 2001 was a result of a bond levy for the library.~~

The combination of factors affecting revenues emphasizes the importance of a mix of revenue sources. In particular, strong retail sales can be an important source of funds, although they can be volatile.

Table ED-31. Anacortes Property Tax Rate.

According to Table ED-31, Anacortes' Property Tax Rate (per \$1,000 valuation) has steadily declined since 2014 by about \$0.10 per year. This period of decline follows a period of a steady increase of the property tax rate from 2008 to 2014.



Source: Municipal Research and Services Center (MRSC)

Environment & Conservation Background

Background and Context

Growth Management Act

The Growth Management Act (GMA) requires that the City designate critical areas and adopt development regulations that protect critical areas. The city must include the best available science in developing policies and development regulations to protect the functions and values of critical areas. Critical areas in Anacortes include the following areas and ecosystems: (a) Wetlands; (b) areas with a critical recharging effect on aquifers used for potable water; (c) fish and wildlife habitat conservation areas; (d) frequently flooded areas; and (e) geologically hazardous areas.

Anacortes's natural beauty and setting in nature, including Puget Sound vistas, mature trees, vegetation, streams, wetlands, lakes and shorelines are just some aspects of the natural environment that Anacortes citizens value. The relationships between these features, development, natural processes, and the condition of the resulting environment have profound impacts on the quality of life in Anacortes. Preserving the quality of the environment depends on government, business, and individual decisions and coordinated actions to minimize the adverse environmental impacts that can occur during development/redevelopment, or as a result of previous practices.

Environmental Setting & Ecosystem

Anacortes's natural beauty and setting in nature, including Puget Sound vistas, mature trees, vegetation, streams, wetlands, lakes and shorelines, are just some aspects of the natural environment that Anacortes citizens value. In addition to their aesthetic and recreational values they offer our community, these natural features also provide essential ecosystem services like air and water

[purification, temperature regulation, and flood control](#). The relationships between these features, development, natural processes, and the condition of the resulting environment have profound impacts on the quality of life in Anacortes. [Ecosystem services can be more cost-effective and sustainable than built infrastructure, which often requires high installation and maintenance costs. By leveraging natural solutions, Anacortes can reduce costs associated with artificial stormwater systems, erosion control, and heat island mitigation, while creating greener, healthier urban spaces.](#) Preserving the quality of the environment depends on government, business, and individual decisions and coordinated actions to minimize the adverse environmental impacts that can occur during development/redevelopment, or as a result of previous practices.

Elements of the Environment

Land

Anacortes has ~~developed primarily as a residential area with an associated~~ a mix of [residential](#), commercial, and industrial areas, parks, schools, and natural areas, including over ~~4.3~~ [4.7](#) square miles of designated forestlands (Anacortes Community Forestlands or ACFL). Natural areas are comprised of the Puget Sound shoreline, bluffs, steep slopes, wetlands, streams, lakes, and forested areas.

Many decades before the Growth Management Act was even conceived, citizens of Anacortes recognized the need for and advantages of preserving parts of their surroundings in a wild and natural state. The first half of the 20th century, especially the period before 1930, was a time of growing civic awareness of the scenic resources of this area. As a result, numerous individuals deeded land to the City for “public park purposes”, which was the beginning of the ACFL. Logging of other city-owned land was used as a source of revenue to manage ACFL for about 40-50 years. Based on public input, in 1989, the Forest Advisory Board stopped all logging activities and began pursuing other methods of funding the ACFL management program. In 1991, City Council voted to remove all references to logging from the Forest Plan and City Comprehensive Plan. In 1998 the Conservation Easement Program was initiated to protect the community forest lands from logging, mining and development while raising money to pay for management and stewardship of the ACFL.

Today, the City of Anacortes owns more than ~~2,800~~ [3,000](#) acres (~~4.4~~ [4.7](#) square miles) of designated forest lands within City Limits; this amounts to over fifty percent of the city’s total land area, and includes Mt. Erie, Whistle Lake, Little Cranberry Lake, and 80 acres north of Heart Lake and the former State Park lands. This is in addition to the several hundred acres of parkland, including Washington Park which is approximately ninety percent natural forest, and the Cap Sante area which is again primarily natural forest.

The community forest lands contain some of the most unique and complex living environments in the Puget Sound. Few cities are so fortunate to have such a resource, coupled with the broad-based desire of its citizens to conserve and responsibly use these resources. ~~To date~~ [As of 2025](#), approximately ~~1,700~~ [2,000](#) acres of the ACFL have been placed under conservation easement, which are held and administered by the Skagit Land Trust. While the public is permitted to venture into the ACFL on a

Figure EC-1. ACFL & City Parks.



The [Anacortes](#) Community Forestlands are designated [habitats of local importance within the](#) ~~as~~-Fish and Wildlife [Habitat](#) Conservation Areas ~~in the~~ Critical Areas Regulations, and provide significant habitat for both imperiled and commonplace species. ~~While there are still a few small remaining habitat areas present in the developed areas of Anacortes, the City's primary emphasis is on protecting t~~The large ACFL forestland and park tracts [are of primary importance](#), as they represent the best, largest, and most valuable habitat in the City; [however, functions and values of critical areas located outside of the ACFL must also be protected in accordance with GMA and the city's critical areas regulations.](#)

Water

WATERSHED

[Anacortes is located within the Skagit watershed, part of water resource inventory area \(WRIA\) 3 – Lower Skagit-Samish. The Skagit watershed spans about 3,100 square miles and flows from the Cascade Mountains through various landscapes before reaching Skagit Bay. The Skagit River, which although not located within city limits, is the City's drinking water source. Therefore, issues that impact the Skagit River also impact Anacortes.](#)

MARINE SHORELINES

With its location on Fidalgo Island, Anacortes is surrounded by [Puget Sound salt](#)water ~~bodies~~ on three sides, including Burrows Bay to the west, Guemes Channel to the north, and Fidalgo [and Padilla](#) Bays to the east. Drainage in the city consists of five ~~separate~~ major drainage basins which flow to five major water bodies: Guemes Channel, Burrows Bay, Fidalgo Bay, Padilla Bay, and Similk Bay.

Development in the Fidalgo Bay drainage basin is mainly in the northern section of the basin, where part of the Downtown commercial area lies. There are ~~31~~ storm drainage outfalls to Fidalgo Bay. Shorelines have been altered by dredging, filling and over-water construction. Habitat ranges from deep-water habitat to near-shore subtidal habitat, such as mud bottoms, gravel or cobble substrates and hard bottom areas. Eelgrass forms nearly continuous meadows over the broad flats of the central and inner bay. Species within the bay include surf smelt, herring, sand lance, Chinook salmon, bald eagle, peregrine falcon, and blue heron.

[In 2000, the southern part of Fidalgo Bay was designated as an Aquatic Reserve to protect the special character, habitats and species of the area. The Fidalgo Bay Aquatic Reserve is a shallow embayment supporting extensive mudflats and eelgrass beds. As of 2019, the reserve included approximately 780 acres of tidelands and bedlands. Skagit Land Trust holds a conservation easement on 532 acres. The Department of Natural Resources manages the reserve consistent with the goals in the site-specific Fidalgo Bay Aquatic Reserve Management Plan.](#)

Development in the Guemes Channel drainage basin consists of the remainder of the downtown area with high density residential nearby. The areas along the Channel are developed as medium density residential. There are ~~19~~ storm drainage outfalls to Guemes Channel. Guemes channel has been altered by dredging and filling activities and has both deep and shallow water habitat. Habitat along the channel, particularly near the Port of Anacortes has been modified by riprap and placement of piling for

pier and moorage structures. Guemes Channel is a migratory pathway for salmon, perhaps for herring and other forage fish, and Dungeness crab.

Development in the Burrows Bay drainage basin is primarily medium density residential. There are ~~13~~ storm drainage outfalls to Burrows Bay. Much of the Burrows Bay shoreline is modified with armoring and contains intertidal, estuarine and subtidal habitats including documented sand lance and surf smelt spawning habitat and forage fish spawning habitat and juvenile salmon habitat.

The Padilla Bay drainage basin development is mainly in the northern section of the basin. Padilla bay is considered a National Estuarine Research Reserve and provides 11,000 acres of protected estuarine habitats. It contains both subtidal and intertidal habitats and extensive eelgrass beds, supporting migrating juvenile Chinook and Chum salmon.

The Similk Bay drainage basin is approximately 120 acres, with only a small portion within the City. The bay is a commercial shellfish growing area.

Marine areas can provide a wide array of ecosystem services including filtering pollutants, buffering from storm surges, carbon sequestration, food (fish and shellfish), raw materials, recreational opportunities, and aesthetic, educational, and spritual values.

~~With its location on Fidalgo Island, Anacortes is surrounded by waterbodies on three sides, including Burrows Bay to the west, Guemes Channel to the north and Fidalgo Bay to the east, including over 27 miles of shoreline.~~ Development of the City's shorelines (areas within "shoreline jurisdiction" or within 200' of the Ordinary High Water Mark) is regulated by the Shoreline Master Program, which implements the Shoreline Management Act of 1971. Within the Anacortes shoreline jurisdiction, the waters of Puget Sound and Strait of Juan de Fuca lying seaward from the line of extreme low tide are designated as Shorelines of Statewide Significance. Padilla Bay, from March Point to William Point, is identified as a specific estuarine area and is considered a Shoreline of Statewide Significance waterward from OHWM and all associated shorelands.

~~The Shoreline Master Program regulates development within shoreline jurisdiction. The City's adopted Stormwater Management Plan also identifies local stormwater quantity and quality problems and methods to address identified issues.~~

LAKES

There are three freshwater lakes within the City limits, including Whistle, Heart and Cranberry Lake, as well as a portion of the northeast shoreline of Lake Erie. All of the lakes are within the City's Community Forest Lands and within shoreline jurisdiction. Public access to the lakes is mostly passive recreation trails, with one public parking area along Heart Lake, was well as a small boat ramp for boats with non-combustion engines. The forested shoreline environment of the lakes and removed proximity from development helps to maintain very good water quality and habitat.

Additionally, Cranberry Lake, Heart Lake, Whistle Lake and a portion ~~on e~~ of Lake Erie shorelines are within the City's shoreline jurisdiction.

In addition to critical areas regulations and Shoreline Master Program regulations, the City protects water quality and quantity through the drainage requirements and regulations. The City's adopted

Stormwater Management Plan also identifies local stormwater quantity and quality problems and methods to address identified issues.

STREAMS AND CREEKS (WATERCOURSES)

Numerous small [watercourses](#) ~~streams and creeks~~ are found within and adjacent to the City. [These include](#) ~~The following streams have been designated as Fish and Wildlife Habitat Conservation Areas and are subject to 50' buffers in most cases~~ [named streams](#): Whistle Creek, Happy Valley Stream, Ace of Hearts Creek, Beaver Brook, Cranberry Creek, Clyde Creek, Anaco Bourn, Morrison Run, Cedar Springs, Weaverling Rill, Miller Creek, Aqua Creek, Howard Creek, Summit Creek, and March's Run. Many of the streams have been placed in culverts, channels, or otherwise altered and degraded [for at least a portion of their length](#).

[Streams can provide ecosystem services including, flood control, nutrient cycling, waste decomposition, recreation and aesthetic values, educational opportunities, habitat, and connectivity.](#)

~~Provisions regulating streams are found in the critical areas regulations and in the Shoreline Master Program. The regulations contain provisions to encourage daylighting of streams, where appropriate.~~

GROUNDWATER

Groundwater is rainwater that has filtered into the ground and stays below the surface in zones called aquifers. The amount of groundwater available and the amount of water available to recharge groundwater is affected by precipitation, land use, population growth and water reuse. Groundwater aquifers supply water to lakes, wetlands, and streams during the dry season, and approximately 37 private wells that provide drinking water to residences in the city. Wetlands and lakes are thought to be the main groundwater recharge areas in the City.

Flora & Fauna

[Anacortes is home to a rich mix of native and ornamental trees and shrub species shaped by its coastal climate, forested terrain, and neighborhood landscaping choices.](#)

[Native trees that can be found in Anacortes include Douglas Fir, Western Red Cedar, Pacific Madrone, Grand Fir, Shore Pine, Vine Maple, and Red Alder. Shrubs and groundcover include Salal, Oregon Grape, Evergreen Huckleberry, Salmonberry, Red Flowering Currant, Indian Plum, Common Yarrow, Thimbleberry, Ladyfern, Sword Fern, Bracken Fern, Coral Root Orchid, Nettle, and more.](#)

Forested open space, wetlands, and native vegetation found on steep slopes and near shorelines are important resources that should be preserved. Trees help stabilize soils on steep slopes, and act as barriers to wind and sound. Plants replenish the soil with nutrients, generate oxygen, and clean pollutants from the air. Native vegetation provides habitat for wildlife. Wetlands and riparian vegetation provide surface water storage to help clean surface water of pollutants and sediment.

The preservation of vegetation, especially significant trees, has been a priority for the city for some time, as evidenced by the City's tree preservation ordinance and vegetation preservation standards for shoreline areas as outlined in the Shoreline Master Program. The city has been recognized as a Tree City USA annually since 2001. The largest, most contiguous areas of native vegetation are primarily found in

the Anacortes Community Forest Lands and Parks, for which the City has also developed forest and fauna management plans. These areas contain the highest quality of wildlife habitat found in the city. However, areas of less intensive residential development also contain mature trees and other native vegetation, which provide secondary wildlife habitat and substantially contribute to the quality of life in Anacortes. Native vegetation in residential areas that may be subdivided or otherwise more intensely developed is at the greatest risk of being lost.

Regulations governing vegetation preservation and enhancement are found in the tree preservation, landscaping, land clearing, and critical areas provisions of the Anacortes Municipal Code as well as in the Shoreline Master Program.

Anacortes is home to a variety of animal species. The following list highlights species in Anacortes that are federally- or state-listed, as well as other species identified by the Washington State Department of Fish & Wildlife (WDFW) as needing special conservation measures.

Figure EC-2. List of Animals that live in Anacortes's Environment

	<u>Federal or State Listed Species (Endangered, threatened, sensitive, candidate)</u>	<u>Priority Habitat & Species List (WDFW)</u>
<u>Mammals</u>	<u>Killer Whale</u> <u>Humpback Whale</u> <u>Pacific Harbor Porpoise</u>	<u>Harbor Seal</u> <u>Yuma Bat</u> <u>Big Brown Bat</u> <u>Little Brown Bat</u> <u>Townsend's Big-eared bat</u>
<u>Birds</u>	<u>Marbled Murrelet</u> <u>Western Grebe</u>	<u>Western High Arctic Brandt</u> <u>Great Blue Heron</u> <u>Purple Martin</u> <u>Waterfowl and shorebird concentrations</u>
<u>Fish & Mollusks</u>	<u>Puget Sound Chinook Salmon</u> <u>Puget Sound Steelhead</u> <u>Coastal-Puget Sound Bull Trout</u> <u>Pinto Abalone</u>	<u>Surf Smelt</u> <u>Pacific Sand Lance</u> <u>Pacific Herring</u> <u>Coho Salmon</u> <u>Rainbow trout</u> <u>Hardshell Clam</u> <u>Pandalid Shrimp</u> <u>Dungeness Crab</u> <u>Red Sea Urchin</u>
<u>Amphibians, Reptiles & Insects</u>		<u>Beller's ground beetle</u>

Atmosphere

CLIMATE

Anacortes has a mild maritime climate thanks to its location on Fidalgo Island near the Salish Sea. Annual rainfall averages approximately 26-30 inches, with November being the wettest month (average 6.7"). Anacortes is drier than many other parts of western Washington due to its location in the rain shadow of the Olympic Mountains.

AIR QUALITY

A basic characteristic of a livable city is clean air. Numerous federal, state, regional and local agencies enact and enforce legislation to protect air quality. Good air quality in Anacortes, and in the region, requires controlling emissions from all sources, including: internal combustion engines, industrial operations, indoor and outdoor burning, and wind-borne particles from land clearing and development. Local and regional components must be integrated in a comprehensive strategy designed to improve air quality through transportation system improvements, vehicle emissions reductions, and demand management strategies.

Air quality is measured by the concentration of chemical compounds and particulate matter in the air outside of buildings. Air that contains carbon monoxide, ozone, and particulate matter can degrade the health of humans, animals, and plants. Human health risks from poor air quality range in severity from headaches and dizziness to cancer, respiratory disease, other serious illness, and even premature death. Potential ecological impacts include damage to trees and other types of vegetation. Quality of life concerns include degradation of visibility, and deposition of soot and other particulate matter on homes and property.

The City seeks long-term strategies to address air quality problems, not only on the local level, but in the context of the entire Puget Sound Basin, with coordination and major direction from the Northwest Clean Air Agency. The Anacortes Municipal Code regulates air pollutants by referencing applicable Northwest Clean Air Agency regulations.

Critical Areas

Fish & Wildlife Habitat

Conservation AreasProtection

The process of urbanization can result in the conversion of wildlife habitat to other uses. The loss of certain types of habitat can have significant, adverse effects on the health of certain species. Fish and wildlife habitat conservation is the management of land for maintaining species in suitable habitats within their natural geographic distribution so that isolated subpopulations are not created. Designated habitats are those areas with which federal or state-designated endangered, threatened, and sensitive

species have a primary association, state priority habitats and areas associated with state priority species; habitats and species of local importance (including the ACFL); commercial and recreational shellfish areas; kelp and eelgrass beds; mudflats and marshes; herring, surf smelt and sand lance spawning areas; naturally occurring ponds under twenty acres but larger than 2,500 square feet; streams and buffers; waters of the state; lakes, ponds, streams and rivers planted with game fish by a governmental or tribal entity; State Natural Area Preserves and Natural Resource Conservation Areas; Areas of Rare Plant Species and High Quality Ecosystems; and land useful or essential for preserving connections between habitat blocks and open spaces.

The City of Anacortes contains many of these areas. Multiple streams pass through the City, discharging into Puget Sound; several of these streams are known to support fish use. ~~Some of the larger Puget Sound tributaries include Clyde Creek, Cranberry Creek, Beaver Creek, Ace of Hearts Creek, Happy Valley Stream, and Whistle Creek.~~ Washington Department of Fish & Wildlife (WDFW) mapping of Priority Habitat and Species (PHS) indicates presence of many fish, shell fish and bird and mammal species within the city, especially along the shorelines and within Anacortes Community Forest Lands.

WDFW provides management recommendations for priority species and habitats that are intended to assist landowners, users, and managers in conducting land use activities in a manner that incorporates the needs of fish and wildlife. The City has reviewed PHS management recommendations developed by WDFW for species identified in Anacortes, and used them to guide the development of critical areas regulations that fit the existing conditions and limitation of Anacortes's unique environment.

Regulations governing fish and wildlife habitat conservation can be found in the critical areas provisions of the Anacortes Municipal Code, as well as in the Shoreline Master Program.

Wetlands

Wetlands are fragile ecosystems that serve a number of important beneficial functions, including providing habitat areas for fish, wildlife, and vegetation; water quality maintenance and pollution control; flood control; shoreline erosion control; natural resource education; scientific study; open space; and recreation opportunities. A number of these important natural resources have been lost or impaired by draining, dredging, filling, excavating, building, pollution and other acts.

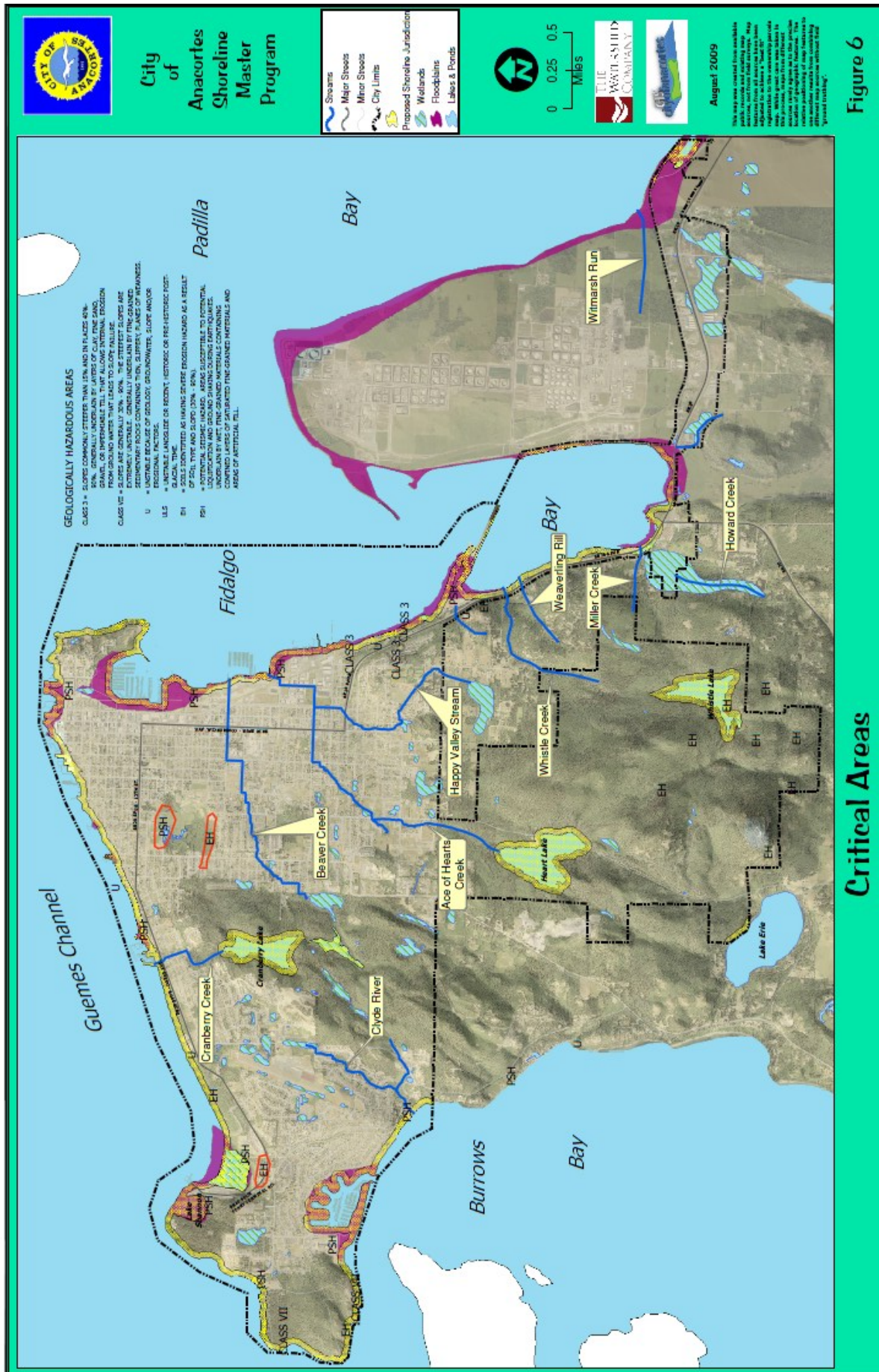
The City has mapped potential wetlands based on a field reconnaissance and aerial photo interpretation conducted in 2005. Shoreline-associated wetlands exist along the Guemes Channel near the Washington State Ferry Terminal, along the west and south boundaries of Fidalgo Bay, and near the eastern City limits at the south end of Padilla Bay. The largest palustrine (freshwater) system is south of Cranberry Lake within the ACFL. Other larger wetland areas are located in the Ship Harbor area west and east of the State Ferry Terminal, in the Anacortes Airport vicinity, and in various locations south of the eastern portion of SR-20. Numerous smaller wetlands throughout the City are relatively isolated systems and surrounded by development.

Under the Anacortes Municipal Code, wetlands are designated using a tiered classification system based on the Washington State Wetland Rating System for Western Washington, as revised by the Department of Ecology. All wetlands, regardless of size, are regulated under the Anacortes Municipal Code. When development is proposed on a site with known or suspected wetlands, a wetland evaluation ~~is~~ is-are

required to verify and classify wetlands and delineate boundaries and buffer areas. Ecology mandates minimum wetland buffer areas based on typology and other factors.

Regulations governing wetlands can be found in the critical areas provisions of the Anacortes Municipal Code, as well as in the Shoreline Master Program.

~~Figure EC-2.~~ Figure EC-3. Critical Areas.



Frequently Flooded Areas ~~Flood~~

~~Hazard Areas~~

Frequently flooded areas are lands in the floodplain subject to a one percent or greater chance of flooding in any given year. The boundaries of the 100-year flood plain essentially encompass the Anacortes shoreline. The Federal Emergency Management Agency (FEMA) highly recommends against the placement of any structure in the 100-year floodplain. Any structure built within the floodplain's boundaries must provide for adequate protection against the 100-year flood (i.e. structures within the floodplain are constructed at a minimum of ~~one~~ two feet ~~feet~~ above the floodplain elevation).

The 100-year floodplain does not cover all areas subject to localized flooding. Conveyance and detention facilities may be undersized or not maintained leading to flooding problems in areas other than the designated floodplain.

Frequently flooded areas perform important hydrologic functions and may present a risk to people and property. Regulations for ~~flood hazard protection~~ frequently flooded areas are found in the critical areas provisions of the municipal code and in the Shoreline Master Program.

Geologic Hazard Areas

Geologically hazardous areas are areas that because of their susceptibility to erosion, sliding, earthquakes, or other geological events are not suited to siting commercial, residential or industrial development consistent with public health or safety concerns. Steep bluffs, identified “unstable” areas by the Coastal Zone Atlas, line the north Anacortes shoreline along Guemes Channel for about two miles. Unstable slopes are considered unstable because of geology, groundwater, slope and/or erosional factors.

Areas classified as “Modified” include much of Skyline, the Washington State Ferry Terminal, the northeast Guemes Channel Shoreline, and the west shoreline of Fidalgo Bay. Modified slopes are highly modified by human activity and include areas of significant excavation or filling. Slope response to a combination of natural processes and human activities may be unpredictable. Most of the shoreline surrounding March Point is considered “stable”, with pockets of “modified” areas.

Tsunamis affecting Washington State may be induced by an earthquake of local origin, or they may be caused by earthquakes at a considerable distance, such as Alaska or Japan. The City has developed an action plan that identifies tsunami inundation zones using a computer prediction model. Predicted areas of inundation include properties located in Skyline Marina, Ship Harbor, Eastern Guemes Channel, Cap Sante Marina and Fidalgo Bay and March's Point. In the case of a tsunami, the City will, if deemed appropriate, utilize the Community Alert Network system to notify affected residents to seek higher ground.

The Anacortes Municipal Code) and Shoreline Master Program regulate and categorize geologic hazard areas as Erosion Hazard Areas, Landslide Hazard Areas, Seismic Hazard Areas, Mine Hazard Areas, Volcanic Hazard Areas, Tsunami Hazard Areas and Other Hazard Areas. For new development, a

qualified professional is required to submit a report categorizing the hazard area type and evaluating the proposed development for consistency with the city's regulations.

Wildland Fire

Wildland fires can be caused by lightning strike or human error, and spread to homes and businesses, block roads, and create significant economic and environmental damage if fuel loads and vegetation are not properly maintained. Anacortes has large expanses of community forestlands which are highly vegetated and have limited ingress and egress for emergency vehicles, with residential housing in very close proximity, which may be of concern. The ACFL Comprehensive Plan contains goals and policies related to fire prevention in the ACFL. Additionally, the Parks & Recreation and Fire Departments maintain a comprehensive fire prevention and response plan for these areas.

Hazardous Material

Several major rights-of-way traverse Anacortes and are used to transport hazardous material. These are the BNSF railroad, which is located in the eastern portion of the City; SR20 spur, which provides access to the Washington State Ferry terminal at Ship Harbor; and R Avenue, which provides access to the Port of Anacortes Pier 1 marine terminal facility.

Climate Change

In November, 2006 a Greenhouse Gas Inventory and Proposed Climate Action Plan was prepared for the City of Anacortes by ICLEI—Local Governments for Sustainability. The Plan identifies several potential local climate change impacts:

- Sea level rise is likely to occur faster than global averages and earlier snowmelt may cause changes in river and stream flows. Sea level rise and increased seasonal flooding could incur considerable costs as these phenomena pose risks to property, infrastructure and human life.
- Water quality and quantity may be at risk as a result of changing temperatures, with more winter participation in the form of rain instead of snow, shortening the snowfall season and accelerating the rate at which the snow pack melts in spring. This may increase spring flooding and decrease the storage of the natural water tower in the Cascades, meaning less water will be available for agricultural irrigation, hydro-electric generation and general needs of a growth population.
- Local native plants and animals may be at risk as temperatures rise, with increased temperatures providing a foothold for invasive species of weeds, insects and other non-native threats.
- Coastal wetlands and salt marshes are at risk of being inundated by rising sea levels. Increased flow and salinity of water resources would affect food web and mating conditions for fish populations.
- The natural cycle of flowering and pollination, and temperature conditions necessary for a thriving locally adapted agriculture would be altered, challenging perennial crops.
- Increased temperatures and precipitation can have public health impacts, including encouraging mosquito breeding, thus engendering vector borne diseases, and increasing heat stroke risks for various populations. Increased temperatures also increases ozone levels and air pollution toxicity, which are tied to increased rates of asthma and other pulmonary diseases.

The Report found that the major stationary source of emissions in Anacortes are residential, commercial, and industrial sectors' use of electricity. Natural gas usage is the second largest. Transportation emissions is responsible for the greatest proportion of emissions by one sector, although as a percentage of total emissions, transportation emissions have dropped in percentage, while the number of vehicle miles traveled continues to increase.

The City has undertaken, and has plans to continue to implement, many projects recommended in the Plan that achieve greenhouse gas emission reductions. These include, but are not limited to, creating a Resource Manager position to implement energy efficiency measures in government facilities and operations as well as encourage public participation in energy-reducing activities; replaced citywide CRT computer monitors with energy efficient LCD and LED monitors; purchase of hybrid fleet vehicles; replaced citywide streetlights with LED bulbs; and expansion of the municipal recycling program.

Energy Consumption Reduction

The City of Anacortes Community Energy Plan was completed in November, 2014. The Plan was developed as part of the City's participation in the Georgetown University Energy Price (GUEP), a competition to reduce the nation's energy consumption. The plan outlines methods to achieve the City's overarching goal to become a leader in innovative energy efficiency and reduction strategies.

Parks, Recreation and Open Space Background

Background & Context

Growth Management Act

PARKS AND RECREATION

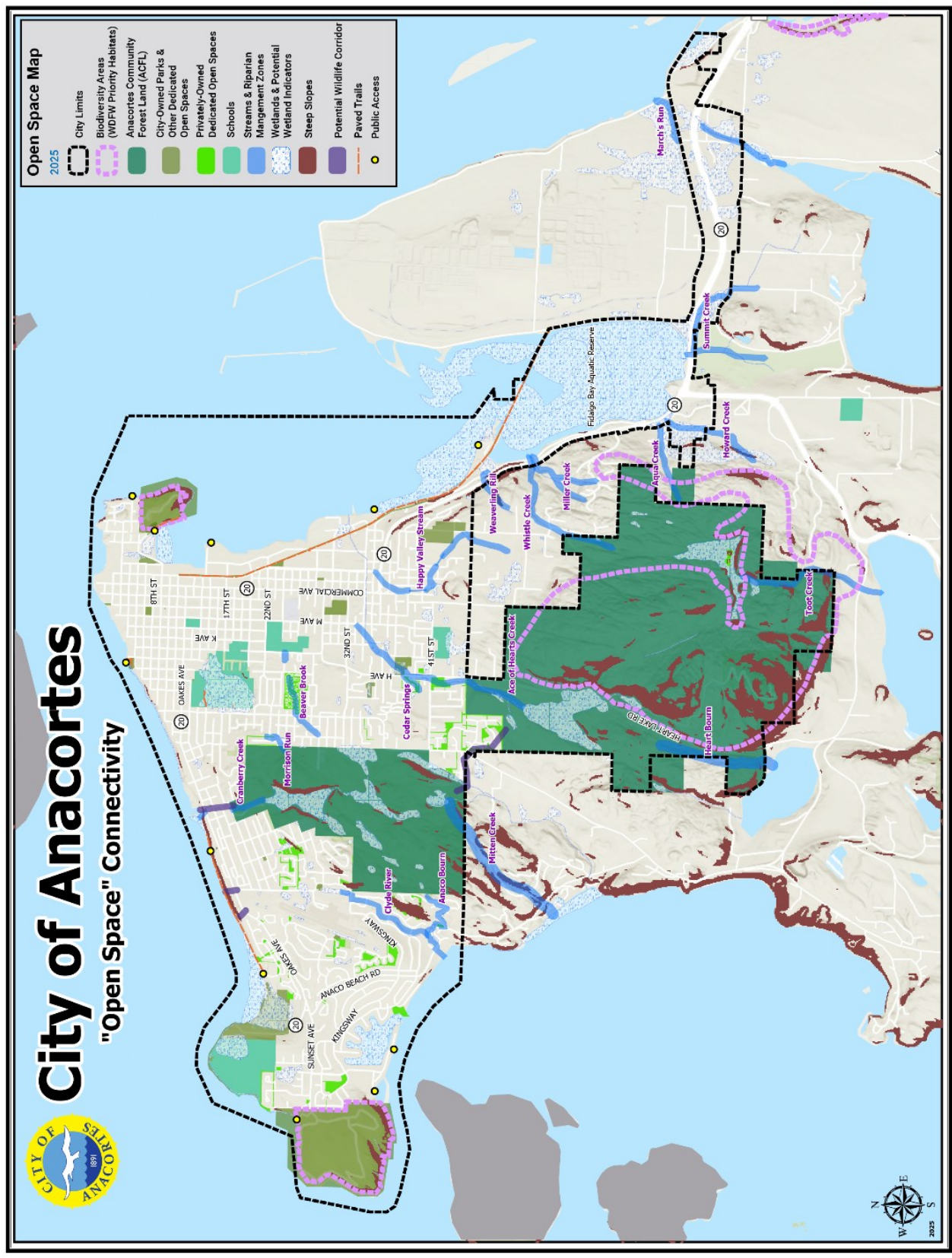
The GMA requires a Parks and Recreation element that implements, and is consistent with, the capital facilities plan element as it relates to park and recreation facilities. The element shall include:

- Estimates of park and recreation demand for at least a 10-year period;
- An evaluation of facilities and service needs;
- An evaluation of tree canopy coverage within the urban growth area; and
- An evaluation of intergovernmental coordination opportunities to provide regional approaches for meeting park and recreational demand.

OPEN SPACE

The GMA requires that the counties and cities identify open space corridors within and between urban growth areas. Open space includes lands useful for recreation, wildlife habitat, trails, and connection of critical areas defined in RCW 36.70A.030.

Figure PR-1. Anacortes Open Space Connectivity Map



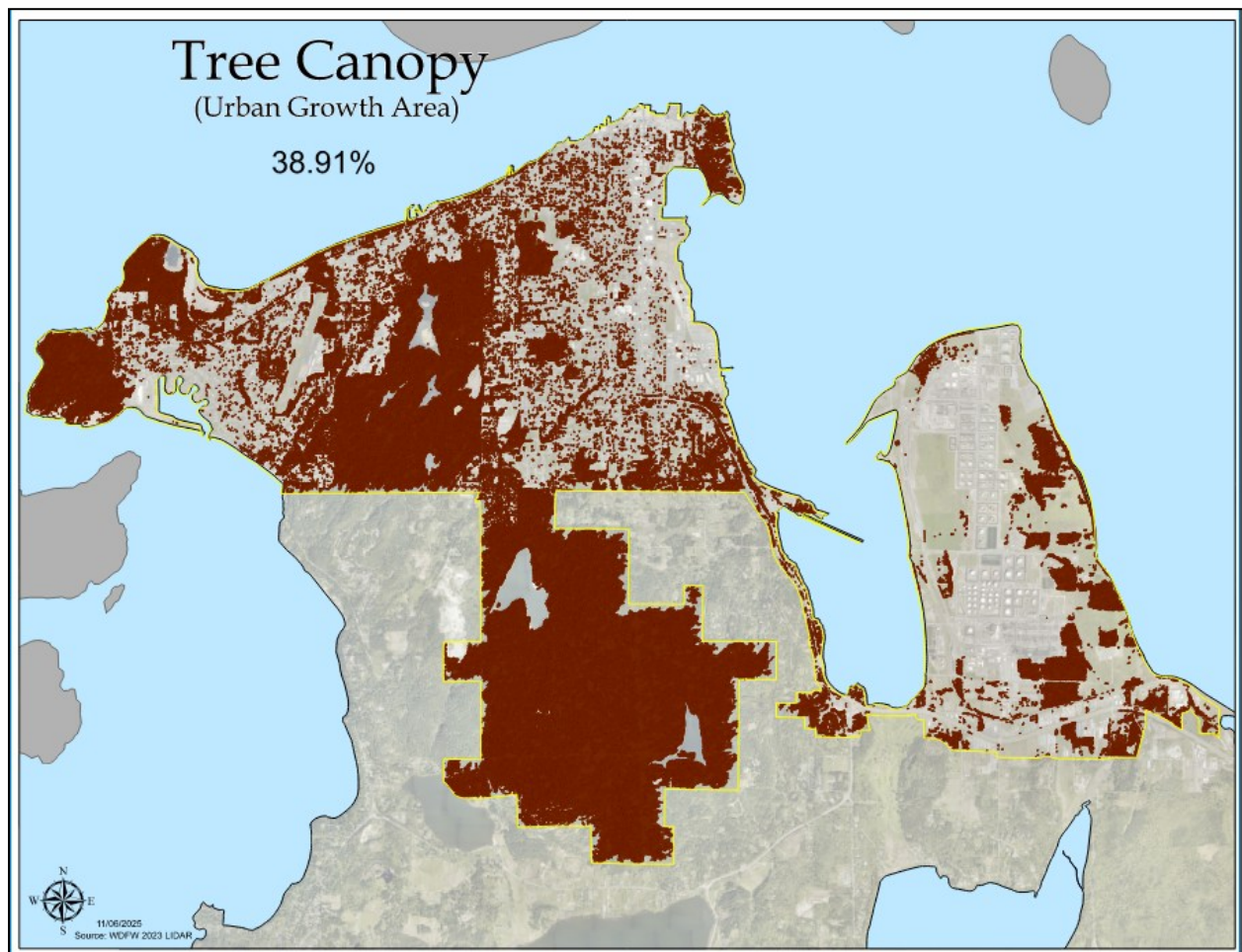
TREE CANOPY COVERAGE

Urban forests are an important consideration in meeting the requirements of RCW 36.70A.070(9), which requires the City include a Climate Change and Resiliency element in the Comprehensive Plan. In addition, RCW 36.70A.070(8) also requires the Parks and Recreation element to include a similar evaluation of tree canopy coverage within the urban growth area (UGA).

This tree canopy evaluation aims to assess the existing tree canopy in Anacortes and provide a basis for potential future tree-canopy goals, management, and policy actions.

Using 2023 land cover data from WDFW, tree canopy cover was estimated at 38.91% for the entire UGA (and 45% in the city limits). This total reflects tree cover across public and private parcels and is calculated by dividing the amount of tree canopy by the amount of land within the UGA.

Figure PR-2. Anacortes Tree Canopy Coverage (2023)



Preliminary observations include:

- Tree canopy cover within city limits is estimated at 45%.
- Tree canopy is concentrated within the Anacortes Community Forestlands (ACFL). When the ACFL tree canopy is removed from the total, the canopy cover falls to 21% of the UGA.

- Canopy cover is unevenly distributed, with ACFL /park areas holding most of the canopy, while mixed-use, industrial, and high-density residential zones in the eastern part of the city show much lower canopy cover.

Other Requirements

This element is intended to meet the planning requirement under WAC 286-13-035 in order to apply for certain grant funding from the Recreation and Conservation Office (RCO). According to WAC-286-13-035, at minimum, the plan must include:

- A statement of the applicant's long-range goals and objectives;
- An inventory;
- An analysis of demand and need, that is, why the action is required;
- A description of how the planning process gave the public ample opportunity to be involved in development of the plan;
- A current capital improvement program of at least six years; and
- Evidence that this plan has been approved by the applicant's governing entity (City Council).

Introduction: Climate and Accessibility

Anacortes is situated in the Puget Trough of northwest Washington. The Trough, known in part as Puget Sound, is a lowland scoured by glacial action during the Pleistocene epoch. Many islands are scattered throughout the saltwater Sound. Puget Sound lies between two mountain ranges; the Olympic Mountains to the west and the Cascade Mountains to the east. Anacortes is part of a dramatic setting in the San Juan Islands and near the Canadian Gulf Islands and other Puget Sound islands which lie north and south of the city.

The City of Anacortes is in Skagit County, Washington, 80 miles north of Seattle and 90 miles south of Vancouver, British Columbia. Anacortes is on Fidalgo Island north of Whidbey Island and connected by bridges to the mainland across Swinomish Channel. Anacortes is reached by Highway 20, 16 miles west of Interstate 5 at Burlington. The city occupies the north portion of Fidalgo Island and is bordered on three sides by saltwater shoreline; Burrows Bay, Rosario Strait, Guemes Channel and Fidalgo Bay. The southern edge of Anacortes is mainly Anacortes Community Forest Land, a 3,000 acre forest ~~preserve~~ with lakes, streams and trails crowned by Mt. Erie and its 1,270 summit. ~~Anacortes City limits range from sea level to the summit of Mt. Erie at 1,270 feet.~~

Anacortes has relatively mild yearly climate tempered by coastal conditions. Prevailing winds in the spring and summer provide drying and drought conditions, while in the fall and winter prevailing southwest winds bring winter storms and rain. Occasional northeast winds produce dry, cold temperatures in winter and dry warm temperatures in summer. The mean average summer temperature is 64 degrees and the mean average winter temperature is 40 degrees. Average annual rainfall is 26 inches, 10 inches less than Seattle. Snowfall averages 3 inches.

~~Parks/Rec service area extends beyond city limits~~

As part of the ~~2016-2025~~ Anacortes Comprehensive Plan update, City Council reviewed population growth and the city population projections.

The population estimate (from the US Census Bureau) of Anacortes in ~~2016-2020~~ was ~~16,681~~17,637. Per the city forecast, the population of Anacortes ~~may increase~~is projected to increase to increase by 4,988 people to a total of 22,29322,971 residents by ~~2036~~2045. It is important for planning purposes to know that the City of Anacortes Parks and Recreation Department's service area goes beyond the limits of the City of Anacortes. It is estimated that the service area includes an additional 25% population. It is also important to note that the City of Anacortes is not the only supplier of Parks and Recreation services in the area and those other providers are taken into consideration in this plan. Below are the population numbers and estimates that were used for the City of Anacortes Comprehensive Plan update in ~~2016-2045~~. We are using those same numbers and projections to be consistent with the City Comprehensive Plan.

Table 1: Population Forecasts

	2016 <u>2020</u>	2036 <u>2045</u>
Anacortes City Limits	16,681 <u>17,637</u>	22,293 <u>22,971</u>

Through visionary efforts, the early citizens of Anacortes gave residents and visitors ~~to the community~~ a wonderful gift. Their forethought preserved many hundreds of acres of native woodland. This landscape creates a powerful legacy of respect for the natural environment and serves as a commitment of stewardship to the environment and to the community. ~~This legacy~~It is also is expressed in the ~~volunteerism which helped build Causland Memorial Park and is manifested today in the development of Volunteer Park. The~~ volunteer efforts of individuals and civic associations ~~are deeply rooted in the community~~that created the many parks listed in this plan.

This Parks and Recreation Plan also reflects the effort of volunteers spending many hours discussing issues, researching opinions, discussing options, studying maps, preparing policies and imagining the future. There is a common thread, from early residents' land conservation, to today's efforts, a community shaping its future and offering a carefully planned Parks and Recreation vision to ensuing generations.

Park, open space, and recreation planning ~~is~~are an opportunity to improve the quality of life of a community and to evaluate performance. It is also an opportunity to hear from residents regarding types of facilities they need and the types of recreational programs they desire. The planning process is

also an opportunity to respond to changing recreational needs, to collectively brainstorm on issues, and to introduce a new vision. The purpose of this plan is to guide public decision-making on these issues and visions.

This plan was last updated in [2009-2020](#) and set goals to plan for future park and recreation needs. Within this plan, “parks” include recreational areas such as skate parks, athletic courts, multi-use pathways and trails, ball fields, playgrounds, open-spaces, public gathering spaces and areas for recreation and protection of wildlife habitat.

Chapter 1: Existing Parks & Recreation System

An inventory of the existing recreational areas, listed in alphabetical order is included below.

29th Street Playground (29th Street and “Q” Avenue) is a half-acre playground on “Q” Avenue. There is children’s play equipment on the site.

~~**Anacortes Community Forest Lands** (ACFL). Anacortes owns approximately 2,950 3,000 acres of Anacortes Community Forest Lands (ACFL) in several large tracts. These include Little Cranberry, Heart Lake (the former State Park lands were acquired in 2002), Whistle Lake and Mt. Erie. The Forest Lands are largely within the city limits and include forests, lakes, streams, wetlands and meadows. Fifty miles of trails provide public access to and through the Forest Lands. The management of the ACFL is covered in separate plan.~~

Ace of Hearts Rotary Park (“H” Avenue and 38th Street and “H” Avenue) is a 5-acre park featuring an off-leash fenced dog park, a Little League fast pitch/baseball field, a walking path, and a gravel parking lot. ~~Possible future amenities could include permanent restroom facilities and a paved access road with parking.~~

Alice Parchman Newland Park (“R” Avenue) is a 10- acre linear park and street median developed along the “R” Avenue access road from Highway 20 into Anacortes waterfront industries and recreation areas. The park hosts some community artwork and serves as a walking corridor with views of Fidalgo Bay and Mt. Baker.

~~**Anacortes Community Forest Lands** (ACFL). Anacortes owns approximately 3,000 acres of Anacortes Community Forest Lands (ACFL) in several large tracts. These include Little CranberryLake, Heart Lake (the former State Park lands were acquired in 2002), Whistle Lake and Mt. Erie. The Forest Lands are within the city limits and include forests, lakes, streams, wetlands and meadows. Fifty miles of trails provide public access to and through the Forest Lands. The management of the ACFL is covered in a separate plan.~~

Anacortes Community Garden (29th Street and “Q” Avenue) Garden plots are available for community members to use year-round.

Ben Root Skate Park (22nd Street and “R” Avenue) is a concrete skate park and pump track located on the north end of the Alice Parchman Newland Park.

Cap Sante Park (4th [Street](#) and “W” Avenue) is a 37-acre forested promontory at the eastern edge of Anacortes. It is primarily a viewpoint overlooking the marina, the City of Anacortes, March Point, Fidalgo Bay and the Cascades. A remnant of [a maritime stadium an amphitheater](#) is located on the east bank of the park. [The Rotary Club, in partnership with the City, have sponsored improvements of a west side trail to the summit, a new lookout and parking improvements on the east side of the summit and the rebuild of an east side trail to the maritime stadium and out to 5th Street.](#)

Causland Memorial Park (8th Street and “N” Avenue) was built in the 1920s by Louis LePage and is on the National Register of Historic Places. A portion of the park is dedicated to Anacortes veterans from World War I to the Vietnam War. The 2-acre park is unique in its use of decorative rock and black and white mosaic for structures and walls. Low, serpentine mosaic walls surround the park, and a bandstand, amphitheater and terraces are similarly made of colored pebble and rock mosaic. Other park features include picnic tables, mature ornamental plantings, a small grassy lawn and many terraces. The park is visited frequently by tourists enthralled by its lovingly detailed decorations.

Clearidge Park (Blakely Place) is a .8-acre partially developed park near the Anacortes Airport with one tennis court, ~~two~~[four](#) pickle ball courts, and a basketball court. It was given to the City as part of the subdivision process as homes were developed ~~in~~[on](#) the west side of Anacortes.

~~[Anacortes Community Garden is located on 29th Street and Q Avenue. Garden plots are available for community members to use year-round.](#)~~

The Depot Arts and Community Center (7th Street and “R” Avenue) is a 5.75-acre site that is within Jim Rice Civic Park. It is generally triangular in shape and located two blocks east of Downtown Anacortes. The site houses a number of historic and natural attractions including: The Depot Building, which is listed on the National Register of Historic Places and houses the Depot Arts Center; the W.T. Preston, a large sternwheeler, and the Snag boat Heritage Center, a facility constructed in 2005 and dedicated to presenting information on Snag boat heritage; a seasonal farmers market; the Altair-Americas Memorial; a train house; ~~a box car~~; a madrone grove; community artwork; [restroom facilities](#) and picnic tables.

Grand View Cemetery was originally established on September 25th, 1897 by William and Ernestine Deutsch. The cemetery was deeded to the City of Anacortes in October of 1945 and by City Ordinance dated February 5, 1946 the City took over maintenance and operations of Grand View Cemetery (~~light green on map below—6.59 acres~~). The City purchased additional property from the Deutsch family in later in 1946 that became Grand View Annex (~~light brown on map below—6.79 acres~~). The City acquired additional property to the east of Whistle Lake Road from the Brooks family in 1949 (~~light blue on map below—4.78 acres~~). The City acquired approximately 6.06 acres to the west of the cemetery in ~~1966 (light purple on the map below)~~. [This section, known as Grand View West, opened for use in 2021.](#)

Guemes Channel Trail is a walking / biking path that runs along the Guemes Channel waterfront. The trail's access point is at the Edwards Way cul-de-sac and continues east towards Anacortes for approximately 1 mile. ~~Community efforts continue to link the trail from Washington Park to the Thompson Trail.~~

Heart of Anacortes (1014 4th Street) ~~is a~~ public park and outdoor community gathering place for music and entertainment. Seating for about 200 people in chairs or on natural turf. Public restrooms are located onsite.

~~**John and Doris Tursi Park** (West 12th and Pennsylvania Avenue) features a small pond and open, covered log structure, plus playground equipment including a climbing area, swings and a slide.~~

Jim Rice Civic Park (East of R Avenue from 6th Street to 9th Street) created by Ordinance 2158 in 1990. Please see Depot Arts and Community Center for more information.

~~**John and Doris Tursi Park** (West 12th and Pennsylvania Avenue) features a small pond and open, covered log structure, plus playground equipment including a climbing area, swings and a slide.~~

Kiwanis Waterfront Park (1708 6th Street) is a 2-acre natural park located west of the Guemes Ferry Dock. It features day parking, a paved path, beach access, three benches, and a picnic table.

Mt. Erie (South Anacortes off Heart Lake Road) is a 160-acre park. It includes the summit of Mt. Erie, the highest point of Fidalgo Island. There is a small parking area and a paved road to the top of Mt. Erie. It is a popular area for tourists, mountain climbers and hikers. Trails on the mountain connect to the surrounding Anacortes Community Forest Lands.

~~**“N” Avenue Park****Q’elech’ilhch Park** (Ironwood Village) (2nd Street and “N” Avenue) is .4 acres of mainly undeveloped street-end park land with views to Guemes Channel named in cooperation with the Samish Indian Nation. A handful of parking spaces and, community artwork, and a couple of picnic tables are also located at this park.~~

Pickett Pocket Park (Alleyway between 22nd and 21st on the east side of Commercial) is a ~~planned~~ “pocket park” that ~~was dedicated in 2021 in honor of former Councilmember Erica Pickett. will likely be constructed by the time this plan is adopted.~~ It ~~will have~~provides a paver surface with picnic tables, benches, planters and ~~a sculpture~~public art sculptures.

Q’elech’ilhch Park (Ironwood Village) (2nd Street and “N” Avenue) is .4 acres of mainly undeveloped street-end park land with views to Guemes Channel named in cooperation with the Samish Indian Nation. A handful of parking spaces and community artwork are also located at this park.

Roadside Park (Kansas Avenue and Oaks Avenue) is a .3-acre street end park. Also, there are a few parking spaces, picnic tables, and stairs to access the Guemes Channel trail.

Rotary Park (Market and “T” Avenue) is a 1.5-acre linear park located on the north and east edge of the Cap Sante Boat Haven at the base of Cap Sante. Rotary Park has a trail out to the Cap Sante breakwater, parking, picnic tables and a shelter. There is also an 918-hole Disc Golf course located within the park boundary.

~~**Storvik Park** (between 29th and 32nd streets) is a park of 8.7 acres. It has picnic tables, restrooms, one Little League game field which also serves as a multi-purpose youth soccer field and two basketball courts. Storvik also has children’s play equipment and is used regularly as a destination park by walkers. A recent project included building a new spray pad in the area west of newly renovated restrooms.~~

Ship Harbor Interpretive Preserve (between the Washington State Ferry Terminal and Edwards Way cul-de-sac) is an approximately ~~30-acre~~30-acre site that includes a sandy beach, some uplands and an extensive wetland area. There ~~is~~are approximately 3,000 feet of interpretive trails that are a combination of at grade and boardwalks. There are 5 beach access observation platforms with interpretive signage.

Shugarts Playground is a .25-acre playground adjacent to the Public Library.

Storvik Park (between 29th and 32nd Streets) is a park of 8.7 acres. It has picnic tables, restrooms, one Little League game field which also serves as a multi-purpose youth soccer field and two basketball courts. Storvik also has children's play equipment, a spray pad and is used regularly as a destination park by walkers.

Tommy Thompson Parkway is a paved non-motorized path which stretches 3.3 miles from 9th Street and "Q" Avenue along the old railroad corridor to March Point. It provides beach access and incredible views of Fidalgo Bay and the Cascade Mountains. There is a restroom facility located at 22nd and "R" Avenue ~~and at the Soroptimist Station, 409 30th Street,~~ along the trail.

Volunteer Park (14th Street and "H" Avenue) has been largely a volunteer effort. There are approximately 24 acres of developable space, 15 acres of which are leased from the Anacortes School District. The Marguerite and Don Daniels Field is a Little League sized baseball and fast pitch field with an artificial turf surface. Alton B. Daniels Field is a regulation sized baseball field with artificial turf. Volunteer Field is a regulation sized baseball field with natural turf. All three fields have lights, seating, press boxes and scoreboards. Kiwanis Meadows, also located at Volunteer Park, has a multi-use field which is surrounded by a paved walking path, there is children's play equipment, a picnic shelter, and a basketball court. South of Volunteer Park there is a large area of wetlands and open space. An improved cross-country course is also located in this area.

Washington Park (Sunset Avenue). This 220-acre park juts into Rosario Strait on the western edge of Anacortes, offering territorial views. The park has a day use area and overnight camping facilities. At Sunset Beach, on the north shore, there is a boat launch, restrooms, picnic shelters, playground and open play area. There are 75 campsites with restrooms ~~and~~ showers in the overnight area. Picnic sites and car pullouts provide beach access along Green Point, the west shoreline. A 2.3-mile loop road provides access to several shoreline areas and a viewpoint of Burrows Bay. The loop road is used by cars, cyclists, joggers and walkers.

~~**29th Street Playground** (29th Street and "Q" Avenue) is a half-acre playground on "Q" Avenue. There is children's play equipment on the site.~~

~~**Anacortes Community Forest Lands** (ACFL). Anacortes owns approximately 2,950 acres of Anacortes Community Forest Lands (ACFL) in several large tracts. These include Little Cranberry, Heart Lake (the former State Park lands were acquired in 2002), Whistle Lake and Mt. Erie. The Forest Lands are largely within the city limits and include forests, lakes, streams, wetlands and meadows. Fifty miles of trails provide public access to and through the Forest Lands. A Forest Manager, Parks Maintenance Worker seasonal maintenance staff are employed by the Parks and Recreation Department to manage the land and maintain trails and facilities. The Forest Lands Comprehensive Plan covers management units, use zones and critical habitat areas. The Forest Advisory Board, five members appointed by the Mayor and City Council, oversees the implementation of the management plan and develops policies. A trail~~

committee representing various user groups has developed trail and user group policy and has suggested trail etiquette to encourage responsible use of the forest lands. A Conservation Easement Program was initiated in 1998 whereby one acre of land is protected in the ACFL for every \$1,000 donated. The easements protect the land from logging, mining and development. Donations are placed in the Forest Endowment Fund and interest earnings shall be used for the support and enhancement of the Forest Lands as budgeted by the City Council with the advice of the ACFL Advisory Board.

To date the ACFL contains about 2,950 acres of forest. There are three main areas of the Anacortes Community Forest Lands: Little Cranberry Lake, Whistle Lake and Heart Lake.

Little Cranberry Lake Forest Lands (off of Georgia Avenue). This area includes approximately 703 acres around Cranberry Lake. The site is largely undeveloped Anacortes Community Forest Lands maintained by the Parks Department. Five public street ends provide public access, and limited parking, to trail heads.

Whistle Lake Forest Lands and Mt. Erie include approximately 1750 acres, also part of the former City watershed. Whistle Lake is a popular destination in the summer but has limited access with a trail to it and around it. Trail connections can be made from Whistle Lake to Mt. Erie and Heart Lake.

Heart Lake Forest Lands is an 80-acre Community Forest Land holding at the north end of Heart Lake plus approximately 452 acres that were formerly Heart Lake State Park and were transferred to City ownership in 2002.

Chapter 2: Park Facilities under Other Ownership

There are other significant parks in and around Anacortes which are not owned or operated by the Anacortes Parks and Recreation Department ~~City~~. ~~These~~ These help meet the needs of the community and ~~we believe must~~ should be considered when looking at ~~the~~ our overall parks and recreation needs ~~of the community~~.

Cap Sante Marina Public Esplanade connects Seafarer's Memorial with Rotary Park.

Deception Pass State Park is a 4,134-acre marine and camping park with 77,000 feet of saltwater shoreline and 33,900 feet of freshwater shoreline on three lakes. Rugged cliffs drop to meet the turbulent water of Deception Pass. The park is outstanding for breathtaking views, old-growth forests and abundant wildlife.

Fidalgo Pool and Fitness Center is owned and operated by the Fidalgo Park and Recreation District, created for this single purpose. The pool is 25 meters long, six-lanes and barrier free. In addition, showers, weight rooms, lockers and exercise rooms are available. The District has funded its operations on three-year levy cycles.

Guemes Mountain is a preserved area on Guemes Island that is made up of a variety of public and private lands with the allowed uses during the allotted times the park is open.

Lake Erie and Lake Campbell are within a few minutes of Anacortes, and although they have limited public access and facilities, they are available and used by many.

“O” Avenue Beach is an area on the Guemes Channel at the terminus of “O” Avenue and 2nd Street between the Port of Anacortes’s former transit shed ~~(currently used for Port offices and public events)~~ and Curtis Wharf. The Port’s plan includes cleaning up and improving the shoreline, creating a public path to the beach, shoreline plantings, low impact storm water techniques and a viewpoint terrace next to Curtis Wharf. The adjacent Lone Tree Park improvement by the Port of Anacortes occurred in 2009. The area contains a plaza, lone tree, and picnic table.

Seafarers’ Memorial Park is a 1.5 acre park developed and owned by the Port of Anacortes. Located on Fidalgo Bay just south of the Cap Sante Boat Haven at the east end of Seafarers’ Way. It provides views of Mount Baker and the refineries on March Point, as well as an area for hand-launching small crafts.

A public building is used by the City’s youth sailing program and by the public for community events and meetings. There are several picnic tables and a large grassy area with pathways. The park is included in an environmental cleanup which took place in 2009-2011. After restoration of the park and marine area, it has a new shoreline with native landscaping, a permanent dock for hand-launched boats, permanent storage for small boat equipment, and improved public access.

~~Sharpe Park is a 75-acre Skagit County Park that offers trails, picnicking, portable restroom, saltwater vistas and an open grass area. Montgomery-Duban’s Headlands Park is a 37-acre park adjacent to Sharpe Park with trails and ¾ mile of shorelines. It is operated by Skagit County Parks and Recreation.~~

San Juan Passage, an approximate 100-house development in Ship Harbor area, has added one park that is available to the public. The park provides views of the Guemes Channel along with an access trail to the Guemes Channel Trail.

Schools and School Grounds provide play areas and active recreation opportunities for children of Anacortes and Fidalgo Island. Though these are not managed by the Anacortes Parks Department, they are among the recreational assets of the community and can be considered park assets. Anacortes High School has two multi-use soccer/football fields and one artificial surface football/soccer field along with an all- weather running track. They also have a dedicated throwing area for track and field. This complex is referred to as Rice Field at Seahawk Stadium. The stadium includes covered seating ~~with seating~~ for over 2,000 spectators. It also includes restrooms, press box, concession stand, and a memorial to those who gave their life for our country. [This area also includes an improved cross-country course.](#)

-The Middle School has six tennis courts. The elementary schools contribute various multi-use fields, three of which are useable for minor league and recreational level softball play (one at Island View and two by the Middle School tennis courts). There is a little league / youth fast pitch / adult softball field at Island View School. Mt. Erie, Fidalgo, Whitney and Island View Elementary schools provide play areas for small children. The City of Anacortes has an existing Interlocal Agreement with the Anacortes School District to share indoor and outdoor athletic facilities.

School House Park is a four-acre Skagit County Parks facility on Guemes Island that offers a youth baseball field, basketball court, playground and a tennis court.

Sharpe Park is a 75 acre Skagit County Park that offers trails, picnicking, restroom, saltwater vistas and an open grass area. **Montgomery-Duban's Headlands Park** is a 37 acre park adjacent to Sharpe Park with trails and ¾ mile of shorelines. It is operated by Skagit County Parks and Recreation.

Swinomish Links Golf Course is an 18- hole golf course open to the public that is owned and managed by the Swinomish Tribal Community.

Swinomish Channel Boat Launch is located on the Swinomish Channel under Highway 20 and is operated by Skagit County Parks and Recreation.

Tursi Trail connects south Fidalgo Island to access points near the ACFL. The trail starts at Pass Lake and runs north to Mt. Erie.

Young's Park is a 13-acre Skagit County waterfront park on Guemes Island that includes picnicking and saltwater access.

Chapter 3: Recreation Programs

INCLUSIVE AND DIVERSE PROGRAMMING

The Anacortes Parks and Recreation Department offers a wide range of community-focused programs that meet the recreational needs of youth, adults, and seniors. Inclusion is a core tenet of the department, and participation is open to all. While certain programs or events may be marketed toward specific age groups or demographics, all activities are offered without discrimination based on race, color, religion, age, sex, sexual orientation, gender identity, gender expression, or national origin.

MODERN MARKETING AND COMMUNICATION

Marketing and communication strategies have evolved significantly, with the department now utilizing a variety of digital tools to reach the community. Social media, email newsletters, and other electronic platforms are used as resources permit. Online registration is available for most programs and select events, making participation more accessible and convenient for all community members.

YOUTH PROGRAMMING

Youth activities include a robust lineup of sports leagues, seasonal camps, and specialized classes. Offerings range from toddler playgroups and pee-wee sports to sailing programs, flag football clinics, biology and art camps, and various enrichment classes. Core youth sports leagues include soccer, basketball, volleyball, and track & field. Summer day camps offer rotating exploratory themes, and programming is continuously evaluated and adapted based on community interest.

YOUTH SPORTS PHILOSOPHY

Youth sports remain among the department's most popular offerings and are guided by the following core principles:

1. **Athlete-Centered vs. Adult-Centered** – Programs prioritize the needs and development of the child over adult agendas.
2. **Recreation vs. Competition** – A balance is maintained between fun and healthy competition.

3. **Learning vs. Performing** – Skill development takes precedence over performance in games.
4. **Participation vs. Winning** – Emphasis is placed on inclusive participation rather than winning.
5. **Child-Only vs. Parent Involvement** – Parental involvement is welcomed and encouraged when appropriate.
6. **Means vs. Ends** – Programs support children who participate simply for fun.
7. **Sport for All vs. Sport for the Gifted** – Opportunities are provided for all skill levels and interests.

ADULT PROGRAMS

Adult recreation includes drop-in sports, co-ed softball, and sailing programs. A variety of dance classes are offered, featuring multiple dance styles. Puzzle competitions have recently been introduced and have received positive feedback from participants.

SENIOR AND INTERGENERATIONAL PROGRAMS

While most senior programming is coordinated by the Anacortes Senior Activity Center, the Parks and Recreation Department supports intergenerational programs designed to foster community connection. Examples include cookie decorating classes and collaborative art sessions where children and seniors create portraits of one another.

SPECIAL EVENTS AND SEASONAL PROGRAMS

The department hosts a variety of seasonal celebrations and special events designed to engage families and individuals of all ages. Signature events include:

- Daddy Daughter Dance
- Haunted Forest
- Winter Wonderland
- Kids-R-Best Fest
- Bark in the Park
- Kids Fishing Derby
- Road and Trail Run Events

FUTURE PROJECTS AND PROGRAM INITIATIVES

A major future initiative is the development of a **Community Recreation Center**. The proposed facility would be located just south of the skate park on R Avenue. It will be a multi-use space designed for all age groups and will feature:

- A full gymnasium for basketball, volleyball, pickleball, and other indoor sports
- Outdoor recreation areas
- Creative rooms for art, cooking, and other activities
- Multi-use rooms for flexible programming

Future programming ideas under consideration include:

- **Youth STEM Camps and Workshops** – Focusing on science, technology, engineering, and math education
- **Toddler Music Time** – A new class where young children and their parents use percussion instruments to explore music
- **Nature Explorers Club** – A program to educate participants about local natural resources and promote environmental awareness

COMMUNITY PARTNERSHIPS

To maintain a high standard of recreational offerings, the department collaborates with several local organizations and relies on dedicated volunteers. Key partners include:

~~The **Anacortes Parks and Recreation Department** offers diverse community-wide programs to fulfill the recreational needs of youth, adults and, seniors.~~

~~The **A Town is Our Town** publication has become the main communication tool for the Parks and Recreation Department. It features information about department sponsored recreation programs and special events as well as information about Washington Park, Forest Lands activities including volunteer days, information regarding forest use, safety, and upcoming meetings; and Friends of the Forest sponsored hikes and fundraising events and Anacortes Senior Activity Center programs, Anacortes Public Library events and programs.~~

~~Non-departmental organizations that have submitted information in the publication include but are not limited to: Fidalgo Pool and Fitness Center, Boys and Girls Club, The Dance Center, Soo Bahk Do, Anacortes Community Maritime Center, American Red Cross, Co-Op Preschool, After School Arts Program, Anacortes Senior College, Yoga studios, Class ACT, Community Gardens and Anacortes Arts Commission.~~

~~**Youth recreational activities** include an extensive offering of youth sports leagues and camps, a seasonal small boating program (sailing) and various recreational classes including but not limited to: toddler play group, pee-wee sport program, bowling, golf, drum lessons, flag football clinic, youth sport leagues, youth enrichment classes and tennis.~~

~~**Adult activities** include several recreational drop-in sport programs as well as a Co-ed Softball League and various recreational classes including but not limited to: Tai Chi, Dog Obedience, Yoga, and tango dancing. Generally activities for the senior population are organized by the Anacortes Senior Activity Center. Special Programs and Events include seasonal parties or celebrations, school vacation activities, special youth events and family events. Examples include a Daddy Daughter Dance, a Mom and Superhero dance, Kids R Best Fest, Breakfast with Santa, Holiday events, Kids Fishing Derby, summer camps and special road and trail run events.~~

OTHER PROGRAM OFFERINGS

~~The City of Anacortes contributes an informative newsletter to the publication A Town is Our Town with information on recent city projects, Library programs and Museum events as well as information about Police, Fire, Sanitation, and Public Works.~~

~~The **Anacortes Community Youth Center** that will be operated and maintained by the City is still in the planning phase, however the goal is to provide a home for the Boys and Girls Club, have a facility where youth can gather, have offices for the Anacortes Parks & Recreation Department and available space for lease to local organizations that all support youth enrichment. Gym space is going to be a part of the facility and coordination of that gym space as well as the rest of the facility with facilities in the general vicinity (Pool, Senior Activity Center, Schools, etc.) will be critical to the success of the area.~~

The **Anacortes Museum and Anacortes Public Library** offer many programs and events. The Museum offers regular exhibits in its Carnegie Gallery and also operates the W.T. Preston and Snag boat Heritage Center. The Library offers regular Jazz performances on Sunday afternoons as well as many special events for children and adults.

The **Fidalgo Pool and Fitness Center**, under the direction and ownership of the Fidalgo Park and Recreation District, a completely separate entity from the City of Anacortes, sponsors fitness classes for all ages. Swimming activities, exercise classes and fitness equipment are available as well. Friends of Fidalgo Pool and Fitness Center encourages public use and distributes program and pool information. The Fitness Center organizes aerobic classes, strength building, self-defense and weight training.

The **Boys and Girls Club of Anacortes** offer extensive afterschool, weekend and summer programs for children of all ages.

Privately owned health clubs also serve the fitness and weight training needs of residents on Fidalgo Island. These businesses operate on a for-profit basis and are not subsidized by any governmental agency.

A **variety of privately organized youth recreational activities** are offered locally. They include Little League baseball, American Legion baseball, youth football, wrestling, AAU Basketball, Anacortes Lacrosse Club, Mountain Bike Club, select soccer and other programs. These and other groups like these have a significant effect on the demand for facilities. It is important to keep up with what groups come and go and what their interests are.

The privately owned **Fidalgo DanceWorks** provides a variety of dance classes to participants of all ages and abilities. Classes are offered year-round and at various times throughout the day.

The **Anacortes School District's After School Arts Program (ASAP)** is currently being retooled as it was recently put on hold by the District. It offered art sessions three times a year for any student grades K-6. A host of ever changing classes sponsored by the Anacortes School District include such things as dance, mosaic, drawing, knitting, guitar, digital photography, yoga, theatre, jewelry, painting, and art starts for K-2.

Anacortes Arts Festival offers more than just their annual 3 days festival each year in August. They also provide a Color Run each year in April, various spring time events and supports art education.

The **Anacortes Waterfront Alliance** is working to expand small boating and access to the water with the Parks and Recreation Department.

The **Anacortes Senior College** is an all-volunteer organization that offers courses to anyone aged 50 years or older. Classes are three and six weeks long, meeting once a week for two hours with three sessions per year. The classes generally meet in the afternoon at the Anacortes Middle School.

The **Port of Anacortes** also sponsors public programs, many of which relate to marine activities. An annual Waterfront Festival is co-sponsored by the Anacortes Chamber of Commerce and the Port of Anacortes. Activities include vessel tours, safety displays, music, art fair and boat show. The Port sponsors a summer concert series as well as in-water boat shows.

Anacortes Chamber of Commerce puts on various community events, some of the larger events are Bier on the Pier, Anacortes Spring Wine Festival, Waterfront Festival, ~~Brewgrass event~~ and the Anacortes Boat and Light Show.

ANACORTES SENIOR ACTIVITY CENTER

History

The Anacortes Senior Activity Center (ASAC) began in 1973 as a Skagit County facility housed in the basement of a church, two storefronts and the basement of City Hall, before moving into its present location in 1995. The construction of the present facility was made possible through a \$500,000 Community Development Block Grant and additional fundraising efforts. The \$1.2 million facility opened in April 1995. Additional financial support for programs and capital improvement projects is provided by the ASAC Foundation.

Programming

The Center provides a variety of programs for seniors in Anacortes. Program categories include wellness, creative expression, games, physical fitness and language and discussion. The Center currently offers one evidence-based program--defined as a program thoroughly tested, supported and informed by research—called Powerful Tools for Caregivers, a program that supports individuals caring for their loved ones and family members. We also offer an evidence-informed program called the Aging Mastery Program which aims to support older adults who want to implement health and lifestyle choices for healthy aging. The Center’s Program Committee meets bi-monthly to discuss program ideas and guarantee program integrity and balance.

We served an average of 178 visitors per day in the first quarter of 2025. We rely on more than 30 volunteers who provide a variety of support such as front desk receptionists, groundkeepers, event coordinators and program instructors. Skagit County Public Health is a key Center partner that provides nutritious congregate meals to an average of 56 individuals per day in the first quarter of 2025. In addition to in-person meals, nutrition staff and volunteers delivered over 7,000 home delivered meals in the first quarter of 2025 through the Meals on Wheels program.

Plans for the Future

The Center, in partnership with Berk Consulting of Seattle and the ASAC Foundation, recently conducted a Senior Needs Assessment to shape future programming and funding decisions. As a result of the study, the following priorities were identified:

Community Partners The Center will reinforce partnerships with local and regional organizations that serve seniors to share and coordinate resources and identify ongoing needs. An example of a need identified in the study is help with tasks at home including basic home repair and maintenance.

Programming The Center will expand programs outside of regular business hours and outside of our building. The assessment also identified the continued desire of the community to explore multi-generational programming and offer either masked or outdoor programs due to some of the respondents who noted ongoing health concerns.

Transportation One common concern for respondents was transportation to and from the Center as well as other locations throughout the city and region. The Center will play a supportive role by providing feedback to local transportation providers and, long-term, we may consider exploring transportation options provided by the Center.

Staffing The Center is run by two full-time staff members. There are several programs, including additional evidence-based programs we could implement that would serve our population. An example of a possible evidence-based program is the Chronic Disease Self-Management Program (CDSMP). This program would require additional staff support. The consultants identified the need to explore additional staffing solutions as a mid-term goal.

Facility Needs With the help of City staff, the Center is gathering bids and is working with the Foundation to fund a minor remodel that would include repurposing office space to be used for programming. A long-term goal is to explore additional space options, possibly to include facility expansion.

Chapter 4: ~~2018 PUBLIC~~ Meetings/Public Comment

Opportunities for public input on Parks and Recreation initiatives were provided at several forums, including the March 27th Planning Commission meeting and the May and June Parks and Recreation Advisory Board meetings. In addition, a public survey has been available since March and has been promoted through the City of Anacortes website and social media platforms. Despite these efforts to engage the community, no public comments were submitted during any of the open meetings

~~Three public meetings were held in the City during the Plan Update process. These meetings were multi-purpose; to inform people of the comprehensive plan update process, advertise the public opinion survey, inform participants about the existing system and to hear issues, concerns and feedback on the services provided.~~

~~The meetings were held “open house” style with a series of boards placed around the room where participants could see a listing of facilities within a various ‘park type’ (IE community events OR trails OR sports fields, etc.). At each of these stations, participants were given the chance to ask any specific questions and comment about the type of facilities they preferred. Prompts were given in different ways to allow participants to talk both about their “likes” and “dislikes”. For example, such prompts included: “What I like about ‘Athletic Fields’ in the parks system is....” Or “What I would like to see different about ‘Athletic Fields’ in the park system is...”. Participants were welcome to register their open comments and most people contributed with suggestions and comments.~~

Remaining text from 2020 plan proposed to be deleted. Not shown here to save space.

Chapter 65: Facility Standards

The following summary of facility types and their counterparts in the Anacortes Park system summarizes the recommended improvements or the approach to further development consistent with public input and staff direction. Elements of the recommendations for improvements can be found in the Action Plan within Chapter 7.

Regulation baseball

NRPA Standard: 1 Field per 5,000 Population

Existing Facility Ratio: 1 Field per 4,766 Population (Anacortes)

Facility Ration 2036: 1 Field per 6,369 Population

Recommended Standard: 1 Field per 7,500 Population

Recommendation: The regulation size baseball fields are Alton Daniels and Volunteer. Alton Daniels is a lit artificial turf field that counts as 2 fields in our system and Volunteer Field is a lit field and counts as 1.5 fields for a total of 3.5 fields. No additional regulation baseball fields are needed at this time or in the future unless demand changes.

Youth league baseball fields

NRPA Standard: 1 Field per 5,000 Population

Existing Facility Ratio: 1 Field per 4,766 Population (Anacortes)

Facility Ration 2036: 1 Field per 6,369 Population

Recommended Standard: 1 Field per 5,000 Population

Recommendation: There are 3.5 Little League fields (Storvik, Island View and Ace of Hearts / Rotary Park) in Anacortes. Storvik has lights and is counted as 1.5 fields. The demand for Little League Fields is met for now but expansion may be needed as the population grows.

Fast pitch fields

NRPA Standard: 1 Field per 5,000 Population

Existing Facility Ratio: 1 Field per 8,340 Population (Anacortes)

Facility Ration 2036: 1 Field per 11,146 Population

Recommended Standard: 1 Field per 7,500 Population

Recommendation: There are 2 Fast pitch fields in Anacortes. Marguerite and Don Daniels field is lit and has artificial turf so counts as two fields in our system. There is a need for a portion of a field to be added to the park system now which may be combined with another type of field to meet the growing need in the future.

Football fields

NRPA Standard: 1 Field per 20,000 Population

Existing Facility Ratio: 1 Field per 8,340 Population (Anacortes)

~~Facility Ration 2036: 1 Field per 11,146 Population~~

~~Recommended Standard: 1 Field per 10,000 Population~~

~~Recommendation: There are currently 2 football fields (Rice Field is lit and an artificial surface so counts as 2 fields in our system) in Anacortes. No new football fields are needed at this time, although improving or adding practice fields is needed. If a cooperative arrangement with the Anacortes School District to help those improvements occur were possible, it should be explored.~~

Soccer fields

~~NRPA Standard: 1 Field per 10,000 Population~~

~~Existing Facility Ratio: 1 Field per 4,170 Population (Anacortes)~~

~~Facility Ration 2036: 1 Field per 5,573 Population~~

~~Recommended Standard: 1 Field per 5,000 Population~~

~~Recommendation: There are four soccer fields available in Anacortes (two at Smiley's bottom, one at Storvik Park, and newly constructed Kiwanis Meadows at Volunteer Park). Both Storvik and Kiwanis Meadows have amenities. None of these fields are regulation sized or have full amenities. There has been an expressed desire for a regulation soccer "pitch" in Anacortes which was supported by the public input we received during this master planning process. With the growing popularity of soccer and lacrosse, additional field space will be needed in the future.~~

Tennis courts

~~NRPA Standard: 1 court per 2,000 Population~~

~~Existing Facility Ratio: 1 court per 1,853 Population (Anacortes)~~

~~Facility Ration 2036: 1 court per 2,477 Population~~

~~Recommended Standard: 1 court per 2,000 Population~~

~~Recommendation: There are currently six courts at the Middle School (Anacortes School District owned and maintained), one court at Clearidge (city owned and maintained), and two courts at Fidalgo School (Anacortes School District owned and maintained). The City should do what they can to maintain the existing inventory, improve access to courts and amenities and locate two courts with lights at some future location.~~

Outdoor Basketball courts

~~NRPA Standard: 1 Court per 5,000 Population~~

~~Existing Facility Ratio: 1 Court per 3,336 Population (Anacortes)~~

~~Facility Ration 2036: 1 Court per 4,458 Population~~

~~Recommended Standard: 1 Court per 4,000 Population~~

~~Recommendation: Anacortes currently has five courts (two at Storvik Park, one at Whitney School, one at Volunteer Park and one at Tursi Park). The City should maintain its existing inventory and explore the possibility of a covered outdoor facility. The City~~

~~should work with the School District to improve their outdoor facilities and add courts as opportunities present themselves.~~

Play Structures

~~NRPA Standard: _____ No standard~~

~~Existing Facility Ratio: _____ 1 Structure per 1,668 Population (Anacortes)~~

~~Facility Ration 2036: _____ 1 Structure per 2,229 Population~~

~~Recommended Standard: _____ 1 Structure per 1,500 Population~~

~~Recommendation: There are currently ten publicly available play structures in and around Anacortes (29th Street Playground, Storvik Park, Washington Park, Shugarts Playground, Guemes Island, Island View School, Whitney School, Mt. Erie School, Fidalgo School and Tursi Park). Play structures are needed in the Northern Pacific Addition. The City should maintain/improve its existing inventory and add structures as opportunities arise and population growth continues.~~

Smooth Surfaced Walking Paths

~~NRPA Standard: _____ No standard~~

~~Existing Facility Ratio: _____ 1 mile per 2,174 Population (Anacortes)~~

~~Facility Ration 2036: _____ 1 mile per 2,906 Population~~

~~Recommended Standard: _____ 1 mile per 2,000 Population~~

~~Recommendation: There are currently 7.67 miles of Smooth Surfaced Walking Paths in and around Anacortes (Thompson Trail 3.92, Washington Park 2.2, Storvik Park .25, Rotary Park .3, Guemes Channel Trail 1). A multi-use trail connecting the Marches Point Park and ride with Washington Park should remain a high priority project.~~

Covered Picnic Shelters

~~NRPA Standard: _____ No standard~~

~~Existing Facility Ratio: _____ 1 Shelter per 2,780 Population (Anacortes)~~

~~Facility Ration 2036: _____ 1 Shelter per 3,715 Population~~

~~Recommended Standard: _____ 1 Shelter per 3,000 Population~~

~~Recommendation: There are currently six covered picnic shelters in and around Anacortes (Washington Park upper beach, Washington Park lower beach, Rotary Park, Bowman's Bay, Rosario Beach and Tursi Park). There remains a need for one additional reserveable picnic shelter that needs to be located where there is parking and a restroom. This could fit in as part of any development of the Heart Lake area.~~

Chapter 6: Level of Service

The National Recreation and Parks Association (NRPA) compiled a survey of the average number of facilities for cities with a population under 20,000. Anacortes Parks and Recreation Department (APRD) provides many services within the city but given the size and cooperative nature of the community other

agencies also make their facilities available to the public. These facilities are factored into the metrics below.

Playgrounds

NRPA Average per city of 20,000: 1 Playground per 1,900 Residents

Existing APRD Facilities: 1 Playground per 3,020 Residents

Additional Public Facilities: 1 Playground per 2,013 Residents

Goal: 1 Playground per 1,900 Residents

Inventory Narrative: The Anacortes Parks and Recreation Department provides playgrounds 29th Street, Storvik Park, John and Doris Tursi Park, Volunteer Park, Washington Park and the Keith Shugarts Playground. Additional public playgrounds are available at Mt. Erie Elementary, Island View Elementary and Whitney School.

Diamond Fields

NRPA Average per city of 20,000: 1 Field per 1,833 Residents

Existing APRD Facilities: 1 Field per 3,624 Residents

Additional Public Facilities: 1 Field per 1,812 Residents

Goal: 1 Field per 1,833 Residents

Inventory Narrative: The Anacortes Parks and Recreation Department provides diamond shaped fields for fastpitch or baseball at the Marguerite and Don Daniels Field, Storvik Park, Ace of Hearts/Rotary Park, Alton Daniels Field and Volunteer Field. Additional public fields are Island View, Dakota, Reisner, Windemere and Trident.

Rectangle Fields:

NRPA Average per city of 20,000: 1 Field per 2,493 Residents

Existing APRD Facilities: 1 Field per 9,060 Residents

Additional Public Facilities: 1 Field per 3,624 Residents

Goal: 1 Field per 2,493 Residents

Inventory Narrative: Fields used for soccer, lacrosse football, ultimate frisbee and other field sports in the under APRD are Storvik Park and Kiwanis Meadows. The Anacortes School District has fields at Mt Erie Elementary, Rice Field and Smiley's Bottom at Anacortes High School. Diamond Fields outfields are also used for practices and modified field games such as U-8 and U-6 soccer.

Outdoor Basketball Courts

NRPA Average per city of 20,000: 1 Court per 4,366 Residents

Existing APRD Facilities: 1 Court per 4,530 Residents

Additional Public Facilities: 1 Court per 2,588 Residents

Goal: 1 Court per 4,366 Residents

Inventory Narrative: There are outdoor basketball courts at Storvik Park, Volunteer Park and John and Doris Tursi Park. The School District also has courts at Whitney School and Mt. Erie Elementary.

Tennis Courts

NRPA Average per city of 20,000: 1 Court per 3,074 Residents

Existing APRD Facilities: 1 Court per 18,121 Residents

Additional Public Facilities: 1 Court per 2,588 Residents

Goal: 1 Court per 3,074 Residents

Inventory Narrative: There is a single tennis court at Clearidge maintained by the City. There are also six tennis courts at 22nd Street and K Avenue maintained by the School District.

Dog Parks

NRPA Average per city of 20,000: 1 Park per 10,327 Residents

Existing APRD Facilities: 1 Park per 18,121 Residents

Additional Public Facilities: 1 Park per 9,060 Residents

Goal: 1 Park per 9,060 Residents

Inventory Narrative: The City operates an off-leash park at Ace of Hearts/Rotary Park. The Port of Anacortes currently provides a temporary off-leash park at 9th Street and R Avenue.

Community Gardens

NRPA Average per city of 20,000: 1 Garden per 8,800 Residents

Existing APRD Facilities: 1 Garden per 18,121 Residents

Additional Public Facilities: 1 Garden per 9,060 Residents

Goal: 1 Garden per 9,000 Residents

Inventory Narrative: The City provides a garden located adjacent to the 29th Street Playground. The Anacortes School District provides garden spaces at the Mt. Erie Garden at Mt. Erie Elementary School after school hours. These plots have not been in use by the public lately.

Skate Board Park

NRPA Average per city of 20,000: 1 Park per 11,284 Residents

Existing APRD Facilities: 1 Park per 18,121 Residents

Additional Public Facilities: 1 Park per 18,121 Residents

Goal: 1 Park per 18,121 Residents

Inventory Narrative: Ben Root Skate park and the adjacent pump track are the only permanent skating facility in Anacortes.

Outdoor Pickelball Courts

NRPA Average per city of 20,000: 1 Court per 3,390 Residents

Existing APRD Facilities: 1 Court per 4,530 Residents

Additional Public Facilities: 1 Court per 4,530 Residents

Goal: 1 Court per 3,390 Residents

Inventory Narrative: There are currently four outdoor pickleball courts at Clearidge Park.

Splash Pad

NRPA Average per city of 20,000: 1 Splash Pad per 12,756 Residents

Existing APRD Facilities: 1 Splash Pad per 18,121 Residents

Additional Public Facilities: 1 Splash Pad per 18,121 Residents

Goal: 1 Splash Pad per 18,121 Residents

Inventory Narrative: The City has one splash pad located at Storvik Park.

Disc Golf Course

NRPA Average per city of 20,000: 1 Course per 11,079 Residents

Existing APRD Facilities: 1 Course per 18,121 Residents

Additional Public Facilities: 1 Course per 11,079 Residents

Goal: 1 Course per 18,121 Residents

Inventory Narrative: The City has one disc golf course located at Rotary Park on Cap Sante. It is currently expanding to an 18 hole course.

Indoor Gymnasiums

NRPA Average per city of 20,000: 1 Court per 9,685 Residents

Existing APRD Facilities: 1 Court per 18,121 Residents

Additional Public Facilities: 1 Court per 3,624 Residents

Goal: 1 Court per 9,685 Residents

Inventory Narrative: The City has one indoor basketball court in the basement of City Hall. It is undersized and not a regulation sized basketball court. The Anacortes School District provides courts at the Anacortes High School, Anacortes Middle School, Island View Elementary and Mt. Erie Elementary.

Senior Center

NRPA Average per city of 20,000: 1 Center per 14,286 Residents

Existing APRD Facilities: 1 Center per 18,121 Residents

Additional Public Facilities: 1 Center per 18,121 Residents

Goal: 1 Center per 18,121 Residents

Inventory Narrative: The City has one Senior Activity Center.

Public Restrooms

NRPA Average per city of 20,000: 1 Facility per 2,579 Residents

Existing APRD Facilities: 1 Facility per 3,020 Residents

Additional Public Facilities: 1 Facility per 2,588 Residents

Goal: 1 Facility per 2,579 Residents

Inventory Narrative: There are public restrooms operated by the City at 22nd and R along the Thompson Trail, Volunteer Park, Storvik Park, the Heart of Anacortes, Washington Park and the Depot Arts Center. The Port of Anacortes provides a restroom at Seafarers Memorial Park.

Miles of Trails

NRPA Average per city of 20,000: 20 Miles of Trails

Existing APRD Facilities: 59 Miles of Trails

Additional Public Facilities: 61 Miles of Trails

Goal: Maintain current inventory of trails.

Inventory Narrative: The City provides trails in the Anacortes Community Forest Lands, Washington Park, Cap Sante, Rotary Park, Storvik Park, Volunteer Park, Tommy Thompson Trail and Guemes Channel Trail. Additional trails exist at Cap Sante Marina and Smiley's Bottom.

Staffing

NRPA Average per 10,000 residents: 8.9 FTE (Full-time Employee)

Existing APRD Facilities: 14.75 FTE per 18,121 Residents

Goal for Staffing: 16.1 FTE per 18,121 Residents

Staffing Narrative: Parks and Recreation provides staffing for the Anacortes Senior Activity Center, Recreation Programming, Grand View Cemetery, Washington Park, city facilities groundskeeping and city parks and the Anacortes Community Forest Lands. If staffing returns to normal levels with the hiring of a currently vacant maintenance position we would have 15.75 Full Time Employees (FTE) which is near the NRPA average for a town of our size.

~~Figure PR-1.~~Figure PR-3. National Recreation & Parks Association (NRPA) Facility Comparison

National Recreation & Parks Association (NRPA) Facility Comparisons

This chart provides a comprehensive comparison between the National Recreation & Parks Association (NRPA) average facilities for a town of our size and the actual availability of recreational amenities offered by the Anacortes Parks & Recreation Department (APRD), as well as all recreational facilities in Anacortes. It highlights how local offerings measure up to national averages in terms of access per population, identifies where needs are met or gaps exist, and summarizes the specific facilities available to the community. The chart is intended to inform decision-makers, residents, and stakeholders about level of service for park infrastructure, strengths, areas for improvement, and strategic recommendations

Category	Photo	NRPA Recommendation (population per facility)	APRD (population per facility)	Anacortes (population per facility)	Need/Met	APRD Facilities	Anacortes Facilities	Notes	Recommendations
Playgrounds		1900	3020	2013		29th Street, Storvik, Tursi, Volunteer, Washington Park, Shugarts	Mt Erie, Whitney, Island View		West end park
Diamond Fields		1833	3624	1812		MDD, Storvik, Ace, Daniels, Volunteer	Dakota Creek, Reisner, Windemere, Trident, Island View		
Rectangle Fields		2493	9060	3624		Storvik, Kiwanis Meadows	Mt Erie, Rice, Smiley's x 2	Meets needs except for high use seasons.	Improve Storvik and turf Volunteer
Outdoor Basketball Courts		4366	4530	2588		Storvik x 2, Volunteer, Tursi	Whitney, Mt Erie x 2		
Tennis Courts		3074	18121	2588		Clearidge x 1	Anacortes Middle School x 6		
Dog Parks		10327	18121	9060		Ace of Hearts	Temporary Port	Try to identify adding space for off-leash space in Anacortes.	Build additional park, location TBD
Community Garden		8800	18121	9060		29th Street	Mt Erie		
Skateboard Park		11284	18121	0		Ben Root		Skate park and addition of pump track are sufficient to meet community needs.	
Pickleball Courts		3390	4530	0		Clearidge x 4		The City is pursuing options to add additional outdoor courts.	Find permanent additional site, possibly at the future Community Center
Splash Pad		12756	18121	0		Storvik			
Disc Golf Course		11079	18121	0		Cap Sante			Expand to 18 holes
Gymnasium		9685	18121	3624		City Hall	Mt Erie, Island View, AMS, AHS	Need for additional gym space for day use as well as evening and weekend programing.	Build Community Recreation Center
Senior Center		14286	18121	0		Anacortes Senior Activity Center			
Restrooms		2579	3020	2588		22nd, Volunteer, Storvik, Heart, Washington Park, Depot	Seafarers		
Miles of Trails		20	58	0		ACFL, Cap Sante, Loop Road, GCT, TTT, Storvik, Volunteer			Priority of completing the GCT between the Stabbard Marine shipyard and Guemes Ferry
Staffing		8.9 FTE/10,000	15.75 FTE/18,201						Fully staffed, APRD meets this recommendation, but we are understaffed at this time. Priority of a Park Ranger/Safety Officer.

~~Chapter 7: Parks & Recreation~~

~~Major Projects and Identified~~

~~Needs~~

Chapter 7: Parks and Recreation

Service Enhancements and Parks

Capital Improvements

The following are recommended general improvements and for existing park facilities for 2026-2036. Site specific master plans or management plans may be developed for greater clarity and direction or may already exist and are noted in the description of that park. Additional permitting may be required for the items listed in this section.

Service enhancement often relates to staffing available to maintain facilities, provide programming and handle public requests. Investing in capital improvements without securing staffing leading to delayed maintenance and a drop in service. Service enhancements and staffing levels are addressed in this chapter as well. The recommendations below are suggested given our Level of Service review.

FUNDING OF PARKS AND RECREATION

After adoption of the Comprehensive Plan, work with City Council on various funding options that address the long-term needs of maintenance, improvements, expansion and development of the City of Anacortes parks system. Using the list below, staff can work with the Parks and Recreation Advisory Commission to identify grants, private donations and other funding mechanisms to address priorities and opportunities.

Service Enhancements and Staffing: In the future staffing should grow as the population increases to cover the request for services and park use. Special emphasis should be placed on adding help at Washington Park and a full-time Ranger through the Anacortes Police Department to help with enforcement of laws within the park system.

Proposed Actions:

- 1.) Return to full staffing in maintenance division.
- 2.) Increase Washington Park staffing with a 1.0 FTE due to use level increases.
- 3.) Work with the Anacortes Police Department (APD) to hire 1.0 FTE as Park Ranger to work in combination with the APD on park and forest lands enforcement.

Additional Dog Park Location: Community members appreciate the current dog park at Ace of Hearts Park. Parks and Recreation Staff and Animal Control Staff see the need for another off-lease park possibly located on the west side of Anacortes. Higher density housing units, which may not have assigned green space for individual residential use (such as fenced space for play and pets), increases reliance on use of public space for recreation for humans and pets. A community discussion should also engage questions about off-leash trails outside of the dog parks and other off-leash options.

Community Recreation Center: The City has been collaborating with a variety of entities in Anacortes to locate and build a Community Recreation Center that would house Parks and Recreation Programs and provide a building for all ages to recreate. The proposed Community Recreation Center would provide a facility for use by all ages and complement use of other community facilities, such as the Community Room at the Library and the Senior Center. There may be other entities that work out of the building to provide recreation opportunities of all types. Fundraising for this project is ongoing.

Senior Activity Center: Thirty percent of the population of Anacortes is age 65+. This age group participates in a variety of recreation activities ranging from highly physical activities, such as gym sports, pickleball, and mountain biking, to more sedentary activities to accommodate vision, hearing or mobility limitations. Increase options for seniors in Anacortes with both options outside of the Center and an increase in building capacity. On going collaboration with the Anacortes Senior Center Foundation and Skagit County should strive to successfully address the need for more senior focused opportunities.

Accessibility Improvements: The Anacortes Parks and Recreation Department (APRD) continues to follow the '09 Comp Plan: APRD should continue its efforts to make park facilities accessible to as many individuals as reasonably possible and work with groups representing citizens with disabilities. Incorporate the principals of Inclusive Playground Design where possible in our parks and playgrounds as opportunities arise. An inclusive playground strives to remove physical and social barriers that might exclude a child.

Small Boat Center: APRD continues to follow the '09 Comp Plan Recommendation: APRD should work closely with other City Departments, the Port of Anacortes and the Anacortes Waterfront Alliance community group to assist local efforts to create a small boating facility or facilities on Fidalgo Bay. Rotary Park or other park property may be able to accommodate a small boat center. This center could in turn serve as a downtown stop for kayakers traveling "water trails" in the Puget Sound.

Additional Pocket Parks: Identify areas where pocket parks can to be constructed in the Central Business District and other areas downtown for community residents to gather.

GUEMES CHANNEL TRAIL: For more than a decade, the City's elected leaders have been urging various City Departments to plan, build and maintain this extraordinary trail route connecting the Tommy Thompson Parkway with Washington Park, and many points in between. APRD staff have taken the lead, and the mile + route from the Edwards Way cul-de-sac east to Roadside Park has been built and is well used on a daily basis. Advocates of non-motorized travel continue to strongly support trail construction efforts, as do many recreational users, ranging from walkers to bicyclists.

Concerns have recently been raised regarding the SHIP wetland, and the potential for the trail to be routed through its buffer. City staff will continue to manage transparent planning processes, and follow all required permitting actions associated with the construction of the trail. In order to protect the environment and provide lasting enjoyment for future generations the City should work hard to find the balance that allows all of the public access to some of its special places while protecting and enhancing the environment.

APRD staff has received some input regarding the multiple use nature of the trail. A small number of walkers have asked that bicycles not be allowed on the trail. Staff have heard a larger voice asking for multiple use. APRD staff plans to continue to develop the Guemes Channel Trail as a multiple use facility.

STORVIK PARK: This long time hub of community recreation has undergone many positive upgrades over the last decade, including Our Town Our Park, the construction of a spray pad, new restrooms installed and the transition from a dirt to a grass infield at the baseball/softball facility. Additional improvements to the general condition of the multiuse field area are still needed.

WASHINGTON PARK: While primarily funded by guests using the campground and boat launch, day use visits continue to increase by large numbers every year. Washington Park has recently upgraded its restrooms but needs a new campground restroom to replace the 50 year old building. Another frequently asked about park amenity is the Sunset Beach boat launch. Requests from park visitors range from double the size of the launch to increase the parking. Either option would produce significant impact to the existing park and beach.

In addition to the boat launch, the discussion of motorized use of the Loop Road is an on-going topic for APRD staff and park visitors. Many regular walkers would prefer to see an increase in restrictions of Loop Road use by motorized traffic. However, the motorized user groups have been vocal, not wanting any more time constraints put on their enjoyment of the Loop Road. APRD staff will continue to ask the question of potential changes to the motorized/non-motorized use restrictions of the Loop Road. At this time, however, there is no plan to deviate from the 10:00AM Loop gates opening seven days a week.

NATURAL AREAS AND OPEN SPACE: The City of Anacortes is blessed with many acres of natural features within its parks system. APRD staff will continue to place a high value on the care of this land, while working to help residents and visitors enjoy them. The Parks Department will look into the possibility of giving special designations to certain areas with specific limitations on what can and cannot be done in those spaces in an effort to provide better protections for them while having them be available to the public as appropriate.

THE DEPOT ARTS AND COMMUNITY CENTER: The old train depot, now managed by APRD, has become a popular event center for the city over the last decade. Both indoor and outdoor events now fill the calendar, and the growing Farmer's Market has become a fixture for the community. A new restroom was added in 2021 and a new Maritime Plaza adjacent to the WT Preston is set for completion in 2026.

PUBLIC ART: Anacortes enjoys a healthy arts community, and APRD staff have worked to enhance this along with the Anacortes Arts Commission. This has been done through a variety of public art installations, art shows at City Hall, and many other diverse events and projects. APRD staff will continue to reach out to the arts community and artists, striving for further community enrichment.

VOLUNTEER PARK AND SMILEY'S BOTTOM: APRD will continue to work with the Anacortes School District to improve accessibility to all facilities for teams, groups and individuals interested in both organized and solo recreation activities and environmental stewardship.

DEVELOP MORE ATHLETIC FIELDS: APRD staff will remain vigilant for opportunities to develop and/or acquire outdoor athletic field space. Athletic fields are a big concern in all Parks and Recreation Departments and Anacortes is no exception. Field development and improvement needs to be closely monitored and coordinated with other entities like the Anacortes School District to make sure the demand is met efficiently.

COMMUNITY EVENTS: APRD is one prominent partner in the offering of annual events. While there is typically strong support for these, staff will remain open to new ideas and opportunities for change in the annual planning of community events.

WALKING PATHS AND CORRIDOR CONNECTIONS: APRD continues to follow the '09 Comp Plan Recommendation: The Parks Department should work closely with other City Departments to do all it can to secure walking paths and connecting corridors within the City and around the County. The 2016 City Comprehensive Plan articulates similar goals. Pocket Parks along Commercial Avenue and other areas of the city may also be sought out. The Port of ~~Anacortes~~ Anacortes's North and West Basin Concept Plan supports the City's plan for improved walking paths and connecting corridors. A particular emphasis should be the pursuit of a waterfront trail connecting the Depot Arts Center to Washington Park. The Parks Department should also work to get bike racks installed where appropriate to assist those interested in non-motorized forms of transportation. Whenever possible, level routes and curb cuts should be incorporated to assist people with disabilities.

SMALL BOAT CENTER: APRD continues to follow the '09 Comp Plan Recommendation: APRD should work closely with other City Departments, the Port of Anacortes and the Anacortes Waterfront Alliance community group to assist local efforts to create a small boating facility or facilities on Fidalgo Bay. Rotary Park or other park property may be able to accommodate a small boat center. This center could in turn serve as a downtown stop for kayakers traveling "water trails" in the Puget Sound.

SHIP HARBOR INTERPRETIVE PRESERVE: APRD continues to follow the '09 Comp Plan Recommendation: Continue efforts with Washington State Ferries and adjacent development to secure access on either end of the trail. Ensure that any improvements made to the area are very sensitive to this Critical Area and are of the highest quality possible. Adopt a policy statement that recognizes the purpose of SHIP to protect the wetland and marine ecosystems and to provide appropriate public access to the shoreline and natural areas at Ship Harbor. Develop a management plan for SHIP.

PARK LIST OF IMPROVEMENTS:

Ace of Hearts Rotary Park: This park provides walking trails, an off-leash dog park and an athletic field. Continued efforts to find a location for an additional off-leash dog park on the west side of Anacortes should also be pursued.

Proposed Actions:

1. [Complete construction of sidewalks, dugouts at fast pitch & baseball field. A permanent restroom structure may be necessary as park amenities develop.](#)
2. [Pursue daylighting Ace of Hearts Creek and improving the adjacent wetland area.](#)
3. [Continue efforts on back berm to grow native plants.](#)
4. [Improve walking trail around area.](#)

[Alice Parchman Newland Park \(10 acres\):](#) Recent pathway improvements and new pedestrian crossings provide better access throughout the park and to nearby amenities at the Ben Root Skate Park and Tommy Thompson Trail.

[Proposed Action:](#)

1. [Continue tree replanting efforts.](#)
2. [Consider alterations to the center median that remove the need to mow](#)

[Cap Sante Park \(37 acres\):](#) Recent pathway improvements on the west side of Cap Sante at Rotary Park and on the east side of the summit to the Maritime Stadium give pedestrians more options off the summit road. The Cap Sante Lookout funded by the Anacortes Rotary Club improve access to the east side view.

[Proposed Actions:](#)

3. [Continue educational signage efforts with the Samish Indian Nation, Port of Anacortes and Anacortes Museum.](#)
4. [Prioritize removing invasive non-native plants from the park.](#)
5. [Continue work with the disc golf supporters to finish 18-hole course while developing out of bounds areas for native plant regrowth.](#)
6. [Install handrails on stone stairs on the Maritime Stadium Trail.](#)
7. [Continue restoration work at Maritime Stadium.](#)

[Causland Park \(2.8 acres\)](#) In 2020 and 2021 a memorial plaza was built in the center of the park for a reconstructed veterans wall, the flagpole and refurbished cannon.

[Proposed Actions:](#)

1. [Design and construct restroom.](#)
2. [Restore the bandstand.](#)
3. [Continue improvements to wall in keeping with historical nature of park.](#)
4. [Continue large tree pruning, tree maintenance and replanting efforts at the park.](#)
- ~~4.~~ 5. [Upgrade electrical system to handle increasing park use and events.](#)

[Clearidge Park \(.8 acres\)](#) With help from the Anacortes Parks Foundation in 2025 staff added noise reducing curtains and added new parking at the pickleball and tennis courts.

[Proposed Actions:](#)

- 1.) Continue improvements to basketball and tennis/pickle ball courts and add amenities such as benches and garbage cans.

Connectors, Pathways and Trails: Continue exploring opportunities as they present themselves to make connections to west streets from downtown for bicycles and pedestrians.

Proposed Actions:

1. Complete ACFL to Guemes Channel Trail connection where opportunities exist.
2. Coordinate Skagit County open space/trail corridor system with the Anacortes trail system where possible.
3. Identify other pocket park opportunities along Commercial Avenue and business district.
4. Work with Public Works Department on non-motorized and pedestrian connections as expressed in the City Comprehensive Plan, Heart Lake Master Plan and other parks master plans or as opportunities present themselves to connect new developments to parks and public greenspace.
5. Continue placement of bike racks and bike corrals at city parks and trailheads.

The Depot: In 2021 a new restroom was constructed on the north end of the plaza and funding has been secured for construction of a plaza on the east side of the W.T. Preston in late 2025 or early 2026.

Proposed Actions:

1. Work with the Anacortes Museum on stage construction on the new plaza to facilitate events for the Farmers Market and broader community.
2. Maintain public art in the Madrone grove.
3. Continue maintenance to improve health and habitat for Arbutus trees.
4. Work with Port of Anacortes on their North Basin plan to enhance the Depot area and make connections to the marina and downtown easier to find and walk.
5. Continue improvements to the Altair/Americus Park with pavers and plantings. Connect the park to new plaza improvements.

Guemes Channel Trail

Proposed Actions:

1. Acquire land and \ or easements for Guemes Channel Trail and adjacent shoreline habitats.
2. Guarentee funding with Mayor/City Council for Environmental Impact Statement (EIS) for trail corridor.
3. Work on ways to enhance the shoreline and bank along sections of the trail, including plantings, beach feedings and other means.
- ~~1.~~4. Work with property owners all along the route to get voluntary easements or property acquisitions for the trail.

5. Work with adjacent property owners to educate about the hillside and how to make / keep it healthy.
6. Improve pedestrian and bicycle access to trail from adjoining neighborhoods where feasible.

Heart Lake: The City is scheduled to receive a grant from the State of Washington's Aquatic Lands Enhancement Account (ALEA) in 2025 to start a shoreline restoration project in the lower parking lot that include moving the boat launch, replanting the shoreline, reducing the parking area, ADA parking, treating parking lot run off and a dock or float.

Proposed Actions:

1. A separated bike / pedestrian pathway is recommended as a non-motorized facilities project for the City in the transportation chapter of the Comprehensive Plan as an important improvement to get people to Heart Lake safely. (Refer to Heart Lake Master Plan for more information).
- ~~1.~~2. Complete Shoreline Restoration in the Heart Lake Parking area following elements from the Heart Lake Master Plan as specified in the above-mentioned grant with input from the public on plan specifics. Collaborate with the Samish Indian Nation on replanting plan.

Horizon Heights Park

Proposed Actions:

1. Identify current wetlands and buffer restrictions/opportunities.
2. Implement any improvements within permit limitations.

John and Doris Tursi Park

Proposed Actions:

1. Maintain all plantings to ensure success of naturally planted areas and remove invasives as necessary.
- ~~1.~~2. Upgrade playground equipment as necessary as park is approaching the 20-year mark.

Kiwanis Waterfront Park

Proposed Actions:

1. Improve native plantings and lawn area.
2. Consider formalizing some of the internal informal trails within the park.
3. Plan for Guemes Channel Trail to go through the park and connect to 6th Street widened sidewalk.

Mt. Erie Park (80 acres)

Proposed Actions:

1. Construct restroom (consider innovative construction on challenging terrain).
2. Continue repairs to Erie Mountain Road.
3. Improve parking arrangements.
4. Continue to improve educational signage with the Samish Nation and Anacortes Museum.

Q'elech'ilhch Park (18,000 square feet)

Proposed Actions:

1. Work with Samish Nation, Anacortes Museum and Port of Anacortes on park improvements per new plan completed by Lennox Insights.
2. Remove invasive weeds on site as they appear in preparation for planting plan as designed by Samish.

Park at Minnesota and West 6th: Community meetings are currently underway to create park design.

Proposed Actions:

1. Complete Park design elements.
2. Identify funding for park construction and implement build.

Pickett Pocket Park (0.2 acres): The Park was constructed in 2020 with a new art piece added the following year thanks to a generous donation.

Proposed Action:

1. Continue to maintain and replace plantings as needed.

Roadside Park (0.3 acres)

Proposed Actions:

1. Improve parking area at the entrance.
2. Continue to clean up or cover debris and remove invasive plants.

Rotary Park (1.5 acres): Rotary Park recently benefited from trail improvements to the summit and wayfinding signage to direct the public.

Proposed Actions:

1. Continue removing invasive non-native plants from the park.
2. Improve landscaping and picnic opportunities at south end of the park.

- [3. Continue improvements to disc golf course.](#)
- [4. Identify areas for improved and increased parking options.](#)

[Ship Harbor Interpretive Preserve](#)

[Proposed Actions:](#)

- [1. Continue non-native plant removal.](#)
- [2. Continue working with the Samish Nation and Port of Anacortes on repair of damaged boardwalk and extension to the Washington State Ferry Terminal. Develop a management plan for the area that could include a “special designation” for the area with specific do’s and don’ts.](#)
- [3. Continue with boardwalk and trail repair.](#)

[Shugarts Playground \(0.5 acres\)](#)

[Proposed action:](#)

- [1. Plan for updating playground structure at the current playground was installed in 2003.](#)

[Storvik Park \(8.7 acres\)](#)

[Proposed actions:](#)

- [2. Update small courts for use as 2 sand volleyball courts.](#)
- [3. Continue irrigation repairs for system first installed in 1973.](#)
- [4. Upgrade main field and lighting. Look at possibility of artificial turf or improved grass surface.](#)
- [5. Repair and upgrade backstop and dugouts.](#)

[**Tommy Thompson Trail:** The City, Samish Nation and State Department of Natural Resources are completing a feasibility study for the replacement of the causeway and trestle. Next steps on this project are ongoing.](#)

[Proposed Actions:](#)

- [1.\) Plan and construct connections to other pedestrian paths created along Fidalgo Bay as area develops.](#)
- [2.\) Continue tree and shrub plantings along Fidalgo Bay in cooperation with Samish efforts to enhance shade for shore spawning fish.](#)
- [3.\) Continue efforts with the Samish Nation and State DNR from trestle replacement feasibility study.](#)

- 4.) Work with other agencies to connect trail to Berentson Bridge at the south end and to the Depot, Guemes Channel Trail and downtown at the north end.
- 5.) Work to remove ivy and other non-native invasive plants along the corridor.
- 6.) Work to find additional parking for access along the trail including racks for bicycles.
- 7.) Look for ways to develop a parking lot on the March Point Road side of the trestle.
- 8.) Develop entrance to parking lot and improved access at 34th Street.

Volunteer Park (includes Alton Daniels Field, Volunteer Field, Marguerite and Don Daniels Field, and Kiwanis Meadows; 15 acres)

Proposed Action:

- 1.) Investigate low impact lighting in playground area.
- 2.) Convert Volunteer Field from grass to artificial turf with striping for a variety of uses in addition to baseball.
- 3.) Work with School District to improve amenities at the park as well as connector pathways around the area.
- 4.) Continue repair schedule for existing stadiums and dugouts.
- 5.) Work with Anacortes School District to install interpretive signage along trails and wetland edges.

Washington Park (220 acres)

Proposed Actions:

- 1.) Update master plan to include improvements to the day use areas. This should include improvements to parking areas, pathways, picnic shelters, turf in day-use area and restrooms.
- 2.) Ongoing Loop Road Repairs.
- 3.) Replace Campground Restroom.
- 4.) Internal road improvements including paving campground loops and campground exit road.
- 5.) Improve trail system to balance recreational goals with environmental impact.
- 6.) Improve Burrows Channel look out by accommodating parking and providing viewing site while protecting meadows.
- 7.) Update utility service in the picnic shelters.
- 8.) Seek funding for master plan improvements. Continue to build Washington Park fund balance for maintenance and capital improvements.
- 9.) Continue invasive plant removal and maintain shoreline trail west and north of Sunset Cove. Interpretive signage along trail may be useful for trail users.

This section of the plan is arguably the most important chapter in that it lays out the large scale issues and projects that need to be addressed in the coming years. It highlights the most common priorities, along with some recommended actions. Following is a list of items as identified through our public participation process and staff's understanding of needs.

FUNDING: It has become clear that one of the major issues facing the Parks system in Anacortes is the long term funding of infrastructure and expansion. If the City wants to keep its existing Parks and Open Spaces adequately maintained and continue to expand to meet the growing needs it is going to have to find the financial resources to do that. All the planning will be for naught and go unrealized if the funding issue is not addressed. After the adoption of this plan it is imperative that the City seriously look at the various mechanisms for the long term funding of the Park system (REET, LTAC, General Fund Revenues, Bonds, Levies, alternate taxing districts (Grants, Donations, etc.) to come up with a system to address the long term needs that exist.

GUEMES CHANNEL TRAIL: For more than a decade, the City's elected leaders have been urging various City Departments to plan, build and maintain this extraordinary trail route connecting the Tommy Thompson Parkway with Washington Park, and many points in between. APRD staff have taken the lead, and the mile + route from the Edwards Way cul-de-sac east to Roadside Park has been built and is well used on a daily basis. Advocates of non-motorized travel continue to strongly support trail construction efforts, as do many recreational users, ranging from walkers to bicyclists.

Concerns have recently been raised regarding the SHIP wetland, and the potential for the trail to be routed through its buffer. City staff will continue to manage transparent planning processes, and follow all required permitting actions associated with the construction of the trail. In order to protect the environment and provide lasting enjoyment for future generations the City should work hard to find the balance that allows all of the public access to some of its special places while protecting and enhancing the environment.

Staff will also continue to work closely with elected officials throughout the completion of the trail.

APRD staff has received some input regarding the multiple use nature of the trail. A small number of walkers have asked that bicycles not be allowed on the trail. Staff have heard a larger voice asking for multiple use. APRD staff plans to continue to develop the Guemes Channel Trail as a multiple use facility.

COMMUNITY CENTER: The City, along with the School District and the Port of Anacortes, is taking a long look at the kinds of indoor facilities available to the public. The City has been asked to provide space for a variety of groups and activities ranging from Boys and Girls Club to meeting rooms, indoor gym space to a Teen Center. APRD staff will continue to work with the community and elected leaders in the pursuit of a firm plan and funding package for the development and management of a community center.

STORVIK PARK: This long time hub of community recreation has undergone many positive upgrades over the last decade, including Our Town Our Park, the construction of a spray pad, new restrooms installed and the transition from a dirt to a grass infield at the baseball/softball facility. Additional improvements to the general condition of the multiuse field area are still needed. The northwest corner of the park emerges as the next most likely area to upgrade. Public input for this site has included desires for a bicycle pump track, parking lot, picnic area, a sand volleyball court and a licensed daycare facility. APRD staff will continue to ask the public for input on further improvements to the park. A development plan

for the northwest corner is hoped for within the next two years. The Our Town Our Park playground has a separate funding source set up by the original Our Town Our Park committee that can fund maintenance and improvements to the playground. Those funds need to be used to help with that piece of infrastructure.

WASHINGTON PARK: While primarily funded by guests using the campground and boat launch, day use visits continue to increase by large numbers every year. Washington Park has recently upgraded its campground restrooms with a significant remodel, and hopes to improve the restrooms at the entrance of the Loop Road as well. However, the most frequently asked about park amenity is the Sunset Beach boat launch. Requests from park visitors range from double the size of the launch to increase the parking. Either option would produce significant impact to the existing park and beach. Parks & Recreation Department (APRD) staff will prioritize a master planning process for the Sunset Beach area, and hope to commence such a process by the year 2022.

In addition to the boat launch, the discussion of motorized use of the Loop Road is an on-going topic for APRD staff and park visitors. Many regular walkers would prefer to see an increase in restrictions of Loop Road use by motorized traffic. However, the motorized user groups have been vocal, not wanting any more time constraints put on their enjoyment of the Loop Road. APRD staff will continue to ask the question of potential changes to the motorized/non-motorized use restrictions of the Loop Road. At this time, however, there is no plan to deviate from the 10:00AM Loop gates opening seven days a week.

NATURAL AREAS AND OPEN SPACE: The City of Anacortes is blessed with many acres of natural features within its parks system. APRD staff will continue to place a high value on the care of this land, while working to help residents and visitors enjoy them. The Parks Department will look into the possibility of giving special designations to certain areas with specific limitations on what can and cannot be done in those spaces in an effort to provide better protections for them while having them be available to the public as appropriate.

THE DEPOT ARTS AND COMMUNITY CENTER: The old train depot, now managed by APRD, has become a popular event center for the city over the last decade. Both indoor and outdoor events now fill the calendar, and the growing Farmer's Market has become a fixture for the community. APRD will continue to improve the facility, with a focus on upgrades to the plaza and madrone grove. This will largely be accomplished by continued work on the Depot Master Plan.

PUBLIC ART: Anacortes enjoys a healthy arts community, and APRD staff have worked to enhance this along with the Anacortes Arts Commission. This has been done through a variety of public art installations, art shows at City Hall, and many other diverse events and projects. APRD staff will continue to reach out to the arts community and artists, striving for further community enrichment.

HEART LAKE MASTER PLAN: While this resource is a part of the extensive Anacortes Community Forest Lands (ACFL), much support has been heard to implement the master plan, which the community produced in 2010. The master plan includes a variety of modifications including improvements to the existing gravel areas to reduce the overall impervious surface and help water runoff treatment. Additional improvements are; a day use area with covered picnic shelter, new boat launch and swim areas, installing a restroom facility, and looking into a connecting trail around the lake.

~~**VOLUNTEER PARK AND SMILEY'S BOTTOM:** APRD will continue to work with the Anacortes School District to improve accessibility to all facilities for teams, groups and individuals interested in both organized and solo recreation activities and environmental stewardship.~~

~~**OFF LEASH DOGS:** Pets and their owners continue to be a passionate topic for the citizens of Anacortes and the many thousands of park visitors we receive every year. While some would prefer no leashes required, ever, many others would like an increase in legal, off leash opportunities for the dogs. Volunteer and Washington Parks have been suggested as options for this. Other requests have come in that the City of Anacortes should do a more heavy handed enforcement of the leash law. APRD will continue to work with its citizens, visitors and the Police Department in order to provide safe play areas for dogs, their owners and those without pets.~~

~~**ACTIVITIES FOR SENIORS:** APRD staff will continue to develop programs and facilities that reflect and meet the needs and desires of our senior population. The Senior Activity Center will be joining Parks and Recreation in 2020. We expect more collaboration within our department to encourage senior activities and the blending of generations to their mutual benefit.~~

~~**DEVELOP MORE ATHLETIC FIELDS:** APRD staff will remain vigilant for opportunities to develop and/or acquire outdoor athletic field space. Athletic fields are a big concern in all Parks and Recreation Departments and Anacortes is no exception. Field development and improvement needs to be closely monitored and coordinated with other entities like the Anacortes School District to make sure the demand is met efficiently.~~

~~**COMMUNITY EVENTS:** APRD is one prominent partner in the offering of annual events. While there is typically strong support for these, staff will remain open to new ideas and opportunities for change in the annual planning of community events.~~

~~**PORT OF ANACORTES NORTH AND WEST BASIN DEVELOPMENT:** The Port of Anacortes is moving forward with its planning for the North Basin which may include a community events center, public open space and pedestrian connections to the Tommy Thompson Trail. It will be important to work with them closely as that will impact the Depot area.~~

~~**WALKING PATHS AND CORRIDOR CONNECTIONS:** APRD continues to follow the '09 Comp Plan Recommendation: The Parks Department should work closely with other City Departments to do all it can to secure walking paths and connecting corridors within the City and around the County. The 2016 City Comprehensive Plan articulates similar goals. Pocket Parks along Commercial Avenue and other areas of the city may also be sought out. The Port of Anacortes' North and West Basin Concept Plan supports the City's plan for improved walking paths and connecting corridors. A particular emphasis should be the pursuit of a waterfront trail connecting the Depot Arts Center to Washington Park. The Parks Department should also work to get bike racks installed where appropriate to assist those interested in non-motorized forms of transportation. Whenever possible, level routes and curb cuts should be incorporated to assist people with disabilities.~~

~~**SMALL BOAT CENTER:** APRD continues to follow the '09 Comp Plan Recommendation: APRD should work closely with other City Departments, the Port of Anacortes and the Anacortes Waterfront Alliance community group to assist local efforts to create a small boating facility or facilities on Fidalgo Bay. Rotary Park or other park property may be able to accommodate a small boat center. This center could in turn serve as a downtown stop for kayakers traveling "water trails" in the Puget Sound.~~

~~SHIP HARBOR INTERPRETIVE PRESERVE: APRD continues to follow the '09 Comp Plan Recommendation: Continue efforts with Washington State Ferries and adjacent development to secure access on either end of the trail. Ensure that any improvements made to the area are very sensitive to this Critical Area and are of the highest quality possible. Adopt a policy statement that recognizes the purpose of SHIP to protect the wetland and marine ecosystems and to provide appropriate public access to the shoreline and natural areas at Ship Harbor. Develop a management plan for SHIP.~~

~~ACCESSIBILITY IMPROVEMENTS: APRD continues to follow the '09 Comp Plan: APRD should continue its efforts to make facilities and areas accessible to as many individuals as reasonably possible whenever it can, and work with groups representing citizens with disabilities. Incorporate the principals of Inclusive Playground Design where possible in our parks and playgrounds as opportunities arise. An inclusive playground strives to remove physical and social barriers that might exclude a child.~~

~~Chapter 8: Goals and Policies~~

This entire section was updated and relocated to Volume 1: Goals and Policies.

Chapter 98: Park Funding Options

FUNDING AND FINANCING PARK AND RECREATION FACILITIES AND PROGRAMS

Without a strategy for funding its development, the vision of a park and recreation system remains only in the imagination.

Often park and recreation facilities and programs are viewed as nonessential when compared with public safety, transportation and utility needs. In a household budget, parks may compare with vacation and entertainment funds, while the police and fire services may compare with the mortgage payment and weekly food budgets. Some things are essential, others can be thought of as optional. However, the health of a community is reflected in its quality of life. The quality of life is related to the community's environment, parks, open space, trails systems and recreational opportunities.

When designing a park, an apartment complex or a ~~single-family~~single-family residence, we look at the surrounding properties to gain an appreciation for the setting. Often, we "borrow" elements of the adjacent landscape in the development of the site plan. Off-site trees, for example, can influence the placement and species selection for trees on our property. This "landscape borrowing" mirrors the use of non-park improvements to further the goals of the Parks and Recreation Plan.

Every public project should be perceived as an opportunity to implement a component of the plan. Therefore, funding for park and recreation improvements can be seen as originating from any of the budgets of the many City departments.

The committee putting this plan together wants to send a strong message that the Parks Department should do all it can to maximize every dollar spent on park and recreation improvements. The City

must work with the other governmental agencies and private groups in the area to make sure there is not a duplication of services. The committee wants to see the City work with the County to come up with a funding mechanism to meet the needs of those not within the City limits but likely to utilize park and recreation services from the City.

There are many options and alternatives for funding park land acquisition, development and maintenance. These include a variety of bond and levy measures, state and federal grants, utility taxes and user fees, private donations and volunteer efforts, impact assessment fees or any other creative solution. Many of these options and alternatives typically utilized are described in the following table. The City has typically relied upon general tax revenues, LTAC and REET funds for these activities with limited success allocating the desired funds. There is a strong need to come up with a systematic approach that makes the funding available for the ~~long-term~~long-term needs of the Parks and Recreation Department.

Table 3: Funding Opportunities

Funding Type	Funding Source
City General Fund	City funds from the annual operating budget.
Capital Improvement Fund	City funds allocated to major capital projects.
One Year Special Levy	A property tax for construction and/or operation levied for only one year. Requires a 60% majority approval of 40% of the voters who voted at the last election.
Bond Measure	A property tax for the sale of construction bonds. The tax assessment can be levied up to 30 years. Requires a 60% majority approval of 40% of the voters who voted at the last general election.
Councilmatic Bonds	A tax assessment initiated by the City Council. The limit is based in a percent of the total assessed valuation of the city. Seldom used.

Revenue Bonds	Revenue from the operation of the facility pays for the capital cost and debt service. Does not require a vote of the people. The RCO manages a number of grant sources for state and federal agencies that should be monitored closely to see if there are funding opportunities to be had.
Recreation and Conservation Office	The City can ask its Legislators to make appropriations out of the State budget for projects in Anacortes that could include Park and Recreation facilities, etc. There are a variety of State and Federal agencies that provide grants for all kinds of programs. The City should constantly monitor those and apply as opportunities arise.
State Legislative Funding	Revenue from park operations is used to pay for capital projects. Washington Park and Mt. Erie Park are both facilities in the Anacortes park system that generate this type of revenue.
Other State and Federal Granting Agencies	
Volunteer Efforts	Volunteers can contribute a great deal in terms of cash, materials, and labor to park improvements.
Park Impact Fees	Development fees imposed by a county or city for park land acquisitions and development. Fees charged to developers are typically based upon a set amount per residential unit. This amount is calculated to represent the development's share of public improvements necessitated by growth. Cities, counties, and special purpose districts can charge fees for use of facilities or participating in programs. They are often entrance fees or registration fees. A certain level of service or development may be required to assess park and recreation fees.
User Fees	Private donations and foundations are also possible sources of assets and funding. Some communities have chosen to fund parks and recreation through a special taxing district similar to the Fidalgo Pool's taxing authority. RCW 36.69.010 provides a definition.

ANACORTES PARKS FOUNDATION

The Anacortes Parks Foundation, formed in 1995, offers private support to the Parks Department in soliciting and coordinating private contributions as well as assisting with various development projects.

The Foundation has been an invaluable asset to the Parks and Recreation since its inception and the Parks Department needs to do all necessary to maintain and improve that valuable working relationship as appropriate.

RECREATION AND CONSERVATION OFFICE

For 40 years, Recreation and Conservation Office (RCO), formerly known as the Interagency Committee for Outdoor Recreation, has contributed to the state's recreational qualities and habitat conservation and interpretation through its investment of public funds in parks, trails, water access sites, wildlife habitat, and natural areas.

The RCO administers several grant programs for outdoor recreation and habitat conservation purposes. The RCO grant program requires that funds be spent for specific types of projects. To be considered for funding assistance, most grant programs require that RCO be given assurance that the proposed project will be operated and maintained in perpetuity for the purposes for which funding is sought. Most grant programs also require that sponsors complete a systematic planning process prior to seeking RCO funding.

RCO has grant limits on most of its programs and encourages and often requires sponsors to share in the project's cost. Grants are awarded by the Committee based on a public, competitive process which weighs the merits of proposed projects against established program criteria.

There are five major RCO grant programs: Boating Facilities Program, Washington Wildlife and Recreation Program (WWRP), Land and Water Conservation Fund (LWCF), Firearms Range Program, and the Non-highway and Off-Road Vehicle Activities (NOVA).

The RCO funding programs require specific information to be gathered and presented in a planning document. This document reflects agency requirements for recreation planning. To apply in the Urban Wildlife Habitat category of the WWRP, a companion document or insert can be prepared to address habitat and wildlife issues.

PARK IMPACT FEES

Impact fees are charges assessed on new development as a condition of approval to pay for public facilities needed to serve new growth.

The purpose and size of the fees must be reasonably related to the new development which creates the additional demand for public facilities. Impact fees should contribute a proportionate share of the cost and should be used for public facilities.

The state Growth Management Act (GMA) addresses "project improvements" and "system improvements" when describing impact fees. Project improvements refer to improvements as a part of the development itself. Other capital improvements generated by the development which go beyond its borders, such as the local road system linked to the development, are termed system improvements.

Impact fees for system improvements need to be spent in conformance with the capital facilities plan included in the comprehensive plan.

The objective of impact fees is not to raise revenue, but to ensure that adequate capital facilities are built. An advantage of an impact fee program is that it distributes the burden of paying for growth-generated public facility costs to those most benefiting. Another advantage is that it allows developers to proceed with projects instead of waiting for public facilities to be constructed at a future date. Finally, an impact fee program allows local government to commit to constructing public facilities in a planned and systematic manner.

Proposed Action: ~~Current Parks and Recreation impact fees, \$615 per new housing unit, have not been revisited since 1998. The Parks and Recreation Department is currently working on revising the impact fees in 2020.~~ [The Parks and Recreation Impact Fees were updated via Ordinance 3085 and are now part of the Unified Fee Schedule.](#)

~~Chapter 10: Park Capital Improvements and Service Enhancements~~

~~The following are recommended improvements for existing park facilities and services. There are details to be worked out for each of the items listed that are not included in this long range planning document. Site specific master plans or management plans may be developed for greater clarity and direction or may already exist and are noted in the description of that park. Additional permitting may be required for the items listed in this section.~~

~~Funding of Parks and Recreation~~

- ~~1) — After adoption of the Comprehensive Plan, work with Council on various funding options that address the long term needs of maintenance, improvements, expansion and development of the City of Anacortes parks system. Using the list below, staff can work with the Parks and Recreation Advisory Commission to identify grants, private donations and other funding mechanisms to address priorities and opportunities.~~

~~Ace of Hearts Rotary Park~~

- ~~1) — Complete construction of sidewalks, dugouts at fast pitch & baseball field.~~
- ~~2) — Complete construction of off leash dog park, path, plantings, parking, restroom, and other amenities.~~
- ~~3) — Pursue daylighting Ace of Hearts Creek and improving the adjacent wetland area.~~
- ~~4) — Continue efforts on back berm to grow native plants.~~
- ~~5) — Improve walking trail around area.~~

~~Proposed action: “H” Avenue Stream Restoration in Capital Facilities Plan for 2024. Potential Park Improvements/Development 2022-2035.~~

~~Alice Parchman Newland Park (10 acres)~~

- ~~1) — Continue tree replanting efforts.~~

~~Anchor Cove Park (5,700 square feet)~~

- ~~1) — No improvements planned.~~

~~Ben Root Skate Park (.5 acre)~~

- ~~1) — Work with park users on design to construct improvements or possible rebuild to the park.~~
- ~~2) — Find way to include constructive street art in the park.~~

~~Proposed action: Local group interested in pursuing private funding for skate park rebuild. If successful, this could move timeline for new construction into the 2021 to 2025 timeframe.~~

~~Cap Sante Park (37 acres)~~

- ~~1) — Provide a low automobile curb/railing around the parking area at the top.~~
- ~~2) — Prioritize removing invasive non-native plants from the park.~~
- ~~3) — Improve trail from the top parking area down to the east side and west side of the park.~~
- ~~4) — Repair stone stairs on the east side of the park near the amphitheater.~~

~~Proposed action: Working with Anacortes Rotary Club on possible improvements to trail and existing paved pathway in the 2022 to 2024 timeframe. Other potential park improvements/development 2025-2035.~~

~~Causland Park (2.8 acres)~~

- ~~1) — Design and construct restroom.~~
- ~~2) — Restore the bandstand.~~
- ~~3) — Continue improvements to wall in keeping with historical nature of park.~~
- ~~4) — Continue large tree pruning, tree maintenance and replanting efforts at the park.~~

~~Proposed action: Potential Park Improvements/Development 2022-2035. Improvements may occur via private donations prior to these dates.~~

~~Clearidge Park (.8 acres)~~

- ~~1) — Continue improvements to basketball and tennis/pickle ball court amenities.~~

~~Proposed action: Potential Park Improvements/Development 2022-2035.~~

~~Connectors, Pathways and Trails~~

- ~~1) — Complete ACFL to Guemes Channel Trail connection where opportunities exist.~~
- ~~2) — Coordinate Skagit County open space/trail corridor system with the Anacortes trail system where possible.~~

- 3) ~~Identify other pocket park opportunities along Commercial Avenue and business district.~~
 - 4) ~~Work with Public Works Department on non-motorized and pedestrian connections as expressed in the City Comprehensive Plan, Heart Lake Master Plan and other parks master plans or as opportunities present themselves to connect new developments to parks and public greenspace.~~
 - 5) ~~Continue placement of bike racks and bike corrals at city parks and trailheads.~~
- ~~Proposed action: Pickett Pocket Park construction in 2020. Exploring opportunities as they present themselves to make connections to west streets from downtown for bicycles and pedestrians. Potential Park improvements 2020–2025.~~

The Depot

- 1) ~~Complete update as specified in Depot Master Plan, focusing on the north end the Depot plaza. This will likely include a new restroom, stage and Madrona grove access.~~
- 2) ~~Maintain public art in the Madrone grove.~~
- 3) ~~Continue maintenance to improve health and habitat for Arbutus trees.~~
- 4) ~~Work with Port on their North Basin plan to enhance the Depot area and make connections to the marina and downtown easier to find and walk.~~

~~Proposed action: Restroom scheduled for construction in 2020 with County grant funds. Other grant funding being researched for stage and ADA grove access.~~

Heart Lake

- 1) ~~A separated bike / pedestrian pathway is recommended as a non-motorized facilities project for the City in the transportation chapter of the Comprehensive Plan as an important improvement to get people to Heart Lake safely. (Refer to Heart Lake Master Plan for more information).~~

~~Proposed action: Potential Park Improvements/Development in Capital Facilities Plan for 2023 & 2024.~~

Horizon Heights Park

- 1) ~~Identify current wetlands and buffer restrictions/opportunities.~~
- 2) ~~Implement any improvements within permit limitations.~~

~~Proposed action: Potential Park Improvements/Development 2022–2035.~~

John and Doris Tursi Park

- 1) ~~Maintain all plantings to ensure success of naturally planted areas and remove invasives as necessary.~~

~~Proposed action: Potential Park Improvements/Development are actively occurring.~~

Kiwanis Waterfront Park

- 1) ~~Improve native plantings and lawn area.~~

- 2) ~~Consider formalizing some of the internal informal trails within the park.~~
- 3) ~~Plan for Guemes Channel Trail to go through the park and connect to 6th Street widened sidewalk.~~

~~Proposed action: Potential Park Improvements/Development are actively occurring regarding improvements to planting areas. Potential Trail Improvements/Development 2020 to 2035.~~

~~Mt. Erie School/Park (0.5 acres)~~

- 1) ~~No improvements planned.~~

~~Mt. Erie Park (80 acres)~~

- 1) ~~Construct restroom (consider innovative construction on challenging terrain).~~
- 2) ~~Repair Erie Mountain Road.~~
- 3) ~~Improve parking arrangements.~~
- 4) ~~Improve signage.~~

~~Proposed action: Ray Auld Drive repair occurred 2019. Erie Mountain Road improvements scheduled 2020-2022. Other Potential Park Improvements/Development 2022-2035.~~

~~“N” Avenue Q'elech'ilheh Park (18,000 square feet)~~

- 1) ~~Add bench, tables and other amenities~~
- 2) ~~Remove invasive weeds on site as they appear.~~
- 3) ~~Improve waterfront connector trail where possible~~
- 4) ~~Work with Samish Nation, Port of Anacortes and Anacortes Museum on renaming park.~~

~~Proposed action: Adjacent site clean-up scheduled 2020-2022 by Port of Anacortes. Potential Park Improvements/Development 2022-2035.~~

~~Park at Minnesota and West 6th~~

- 1) ~~Complete park improvements as preliminarily designed.~~

~~Proposed action: Potential Park Improvements/Development 2022-2035.~~

~~Pickett Pocket Park (0.2 acres)~~

- 1) ~~Create pocket park in vacated alley way for new public green space.~~
- 2) ~~Provide public benches, picnic tables, landscaping and public art on south Commercial Ave.~~

~~Proposed action: Construction planned for January 2020.~~

~~Roadside Park (0.3 acres)~~

- 1) ~~Improve parking area at the entrance.~~
- 2) ~~Continue to clean up or cover debris and remove invasive plants.~~

~~Proposed action: Clean up work is ongoing. Potential Park Improvements/Development 2022-2035.~~

Rotary Park (1.5 acres)

- ~~1) — Improve a secondary unpaved trail for pedestrian and other access.~~
- ~~2) — Continue removing invasive non-native plants from the park.~~
- ~~3) — Improve landscaping and picnic opportunities at south end of the park.~~
- ~~4) — Construct a small interpretive board.~~
- ~~5) — Continue improvements to disc golf course.~~

~~Proposed action: Working with Anacortes Rotary Club on possible improvements to trail and existing paved pathway in the 2022 to 2024 timeframe. Other potential park improvements/development 2025-2035.~~

Ship Harbor Interpretive Preserve

- ~~1) — Continue non-native plant removal.~~
- ~~2) — Finalize plans, permit and build boardwalk extension to WSF terminal and interpretive station(s).~~
- ~~3) — Develop a management plan for the area that could include a “special designation” for the area with specific do’s and don’ts.~~

~~Proposed action: Potential Park Improvements/Development 2022-2035.~~

Shugarts Playground (0.5 acres)

- ~~1) — No improvements necessary.~~

Storvik Park (8.7 acres)

- ~~1) — Find alternative uses for old croquet court and shuffle board area in park’s NW section. Items discussed for this area include a sand volleyball court, horse shoe courts, bicycle pump track and bocce ball among others.~~
- ~~2) — Continue irrigation repairs~~
- ~~3) — Upgrade field and lighting.~~
- ~~4) — Repair and upgrade backstop and dugouts.~~

~~Proposed action: Storvik Field improvements in Capital Facilities Plan (CFP) for 2022. Storvik Small Courts upgrade in CFP for 2021. Other Potential Park Improvements/Development 2022-2035.~~

Tommy Thompson Trail

- ~~1) — Plan and construct connections to other pedestrian paths created along Fidalgo Bay as area develops.~~
- ~~2) — Continue tree and shrub plantings along Fidalgo Bay to enhance shade for shore spawning fish.~~
- ~~3) — Plan and complete improvements to connect to March Point Road park and ride.~~
- ~~4) — Continue efforts to install public art along the trail.~~
- ~~5) — Work with other agencies to connect trail to Berentson Bridge.~~
- ~~6) — Work to remove ivy and other non-native invasive plants along the corridor.~~

- ~~7) — Work with other entities to enhance shoreline south of the Grimm property.~~
- ~~8) — Work to find additional parking for access along the trail including racks for bicycles.~~
- ~~9) — Look for ways to develop a parking lot on the March Point Road side of the trestle.~~
- ~~10) — Work with the DNR to consider trestle / causeway replacement options.~~
- ~~11) — Develop entrance parking lot and improved access at 34th Street along with improvements to Rotary Park area.~~
- ~~12) — Improve pedestrian and bicycle access from adjoining neighborhoods where feasible.~~
- ~~13) — Partner and coordinate with the Port of Anacortes on connections from 9th to the Depot.~~

~~Proposed action: Trestle and Causeway Replacement in Capital Facilities Plan for 2024. In discussions with Port of Anacortes and other potential developers to continue paths along Fidalgo Bay, 2021-2024. Other Potential Park Improvements/Development 2022-2035.~~

~~Guemes Channel Trail~~

- ~~1) — Acquire land and/or easements for Guemes Channel Trail and adjacent shoreline habitats.~~
- ~~2) — Work on ways to enhance the shoreline and bank along sections of the trail, including plantings, beach feedings and other means.~~
- ~~3) — Work with property owners all along the route from Washington Park to Kiwanis Waterfront Park to get voluntary easements or property acquisitions for the trail.~~
- ~~4) — Work with adjacent property owners to educate about the hillside and how to make /keep it healthy.~~
- ~~5) — Improve pedestrian and bicycle access to trail from adjoining neighborhoods where feasible.~~

~~Proposed action: US Army Corp of Engineers is working on beach feeding permits with City. Potential Park Improvements/Development 2022-2035.~~

~~Volunteer Park (includes Alton Daniels Field, Volunteer Field, Marguerite and Don Daniels Field, and Kiwanis Meadows; 15 acres)~~

- ~~1) — Investigate low impact lighting in playground area.~~
- ~~2) — Work with School District to improve amenities at the park as well as connector pathways around the area.~~
- ~~3) — Work to improve wetlands and buffers as detailed in forthcoming management plan in 2020.~~
- ~~4) — Continue repair schedule for existing stadiums and dugouts.~~
- ~~5) — Work with Anacortes School District to install interpretive signage along trails and wetland edges.~~

~~Proposed action: Turf Fields updated through private donations in 2017 & 2019 respectively. Signage and improvements to wetlands and buffers is ongoing. Dugout and~~

~~stadium improvements started in 2019 will continue in 2020. Management Plan for Smiley's Bottom scheduled for completion in 2020. Other potential park improvements/development 2022-2035.~~

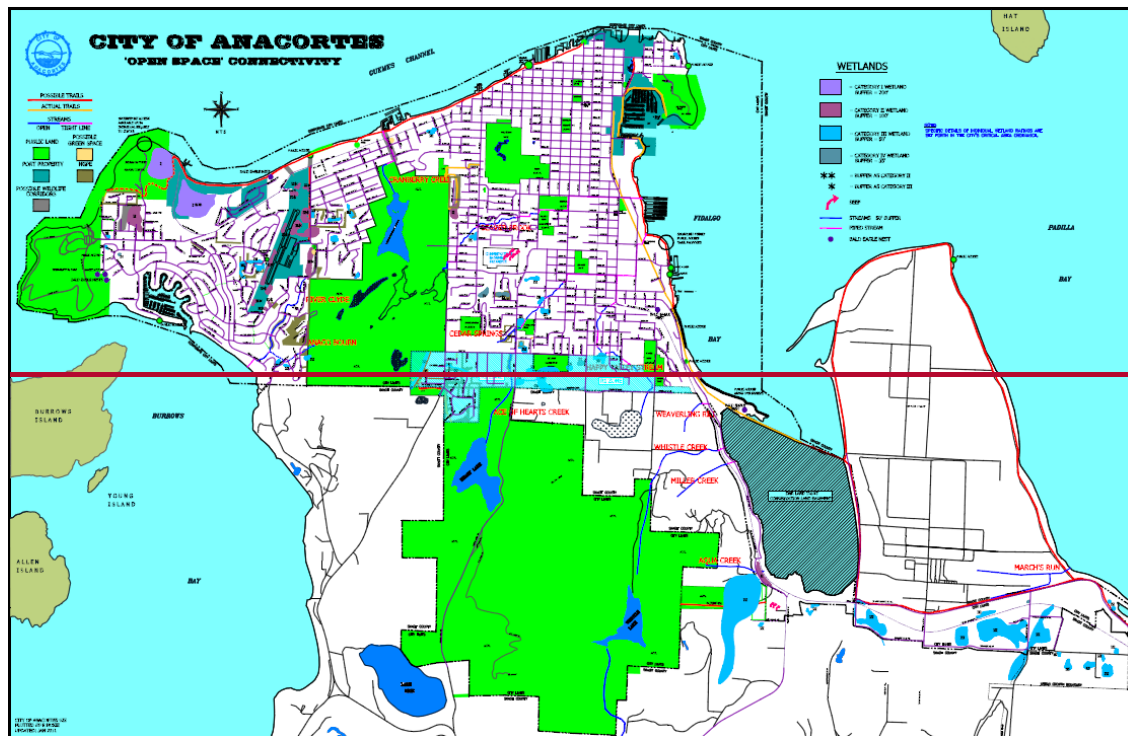
~~Washington Park (220 acres)~~

- ~~1) Update master plan to include improvements to the day use areas. This should include improvements to parking areas, pathways, picnic shelters, turf in day use area and restrooms.~~
- ~~2) Repair loop road and keep up on those repairs.~~
- ~~3) Improve trail system to balance recreational goals with environmental impact.~~
- ~~4) Improve Burrows Channel look out by accommodating parking and providing viewing site while protecting meadows.~~
- ~~5) Update utility service in campground and picnic shelters.~~
- ~~6) Seek funding for master plan improvements. Continue to build Washington Park fund balance for maintenance and capital improvements.~~
- ~~7) Continue invasive plant removal and maintain shoreline trail west and north of Sunset Cove. Interpretive signage along trail may be useful for trail users.~~
- ~~8) Investigate options for additional boat ramp capacity and parking.~~

~~Proposed action: Potential Park Improvements/Development in 2020 include updating utility service in campground. Campground improvements in the Capital Facilities Plan for 2021. Burrows Lookout improvements could be in the 2020 to 2024 time frame through private donations. Other potential park improvements/development 2022-2035.~~

Appendix 1 – 2018 Public Input Survey results omitted (proposed to be deleted).

~~Figure PR-1. Open Space Connectivity.~~



Park, open space, and recreation planning is an opportunity to improve the quality of life of the community and to evaluate performance. It is also an opportunity to hear from residents regarding the types of facilities they need, types of recreational programs they desire, and respond to changing recreational needs. Parks and Recreation planning in Anacortes is guided by a long-term planning document, created as a collaborative effort between the City of Anacortes and Anacortes community members. The 2009 Parks and Recreation Comprehensive Plan inventories existing assets and projected needs, identifies capital project recommendations, and recommends a strategic plan for implementation. The recommendations are implemented through the City of Anacortes capital facilities plan. The 2009 Parks & Recreation Comp. Plan contains a more thorough analysis than what is required in the Comprehensive Plan, so rather than recreating it or selecting certain portions here, the entire document can be found at:

http://www.cityofanacortes.org/departments/comprehensive_plans/

Transportation Background

~~Background and Context~~

~~The purpose of the Transportation Element is to establish goals and policies that will guide the development of surface transportation in the City of Anacortes in a manner consistent with the overall goals of the Comprehensive Plan.~~

~~Using existing and projected land use and travel patterns, the Transportation Element Background Information will address the following: roadway classification, levels of service, transit and non-motorized modes of travel, future travel forecasts, transportation system improvements, financing strategies, and concurrency management.~~

~~This document will establish the technical basis for transportation system development, and for existing and future improvement of transportation programs and facilities guided by the transportation policies of the comprehensive plan.~~

~~Inventory and~~ Existing Conditions

Inventory of Multimodal Transportation Facilities and Services

To identify existing traffic conditions, data was collected at 31 intersections, as well as 16 spot locations on corridors within the Anacortes City limits. Existing conditions are important to understand as they serve as a baseline for projecting the capacity of the transportation network under future conditions given growth expectations and predictions of zoning changes.

The following categories are included in the existing conditions section:

- Identification of State Highways

- [Roadway Inventory](#)
- [Freight Routes](#)
- [Intersection and Corridor Vehicle Level of Service Analysis](#)
 - [2024 existing conditions](#)
- [Active Transportation Network Conditions](#)
- [Transit Service](#)
- [Air and Water Transport Options](#)

The primary objective of this section is to assess existing traffic conditions within the City of Anacortes. In order to identify existing traffic conditions, data was collected at over 50 locations in the City. Existing conditions are important as they serve as a baseline for projecting future conditions and capacity using growth estimates and zoning change predictions.

The following categories are included in this section:

- Identification of State Highways;
- Roadway Inventory;
- Traffic Signal and Roundabout Inventory;
- Freight Routes;
- Transit Service;
- Air and Water Transportation Options;
- Traffic Level of Service Analysis (2015, 2036, and 2036 with improvements)
- Traffic Management, Calming, and Control;
- Existing Non-Motorized Conditions
- Travel Demand Forecasts and Projected Needs
- Recommended Improvement projects
- Impact Fee Discussion
- 20-year Transportation Revenue and Expenditure Estimates
- Intergovernmental Coordination

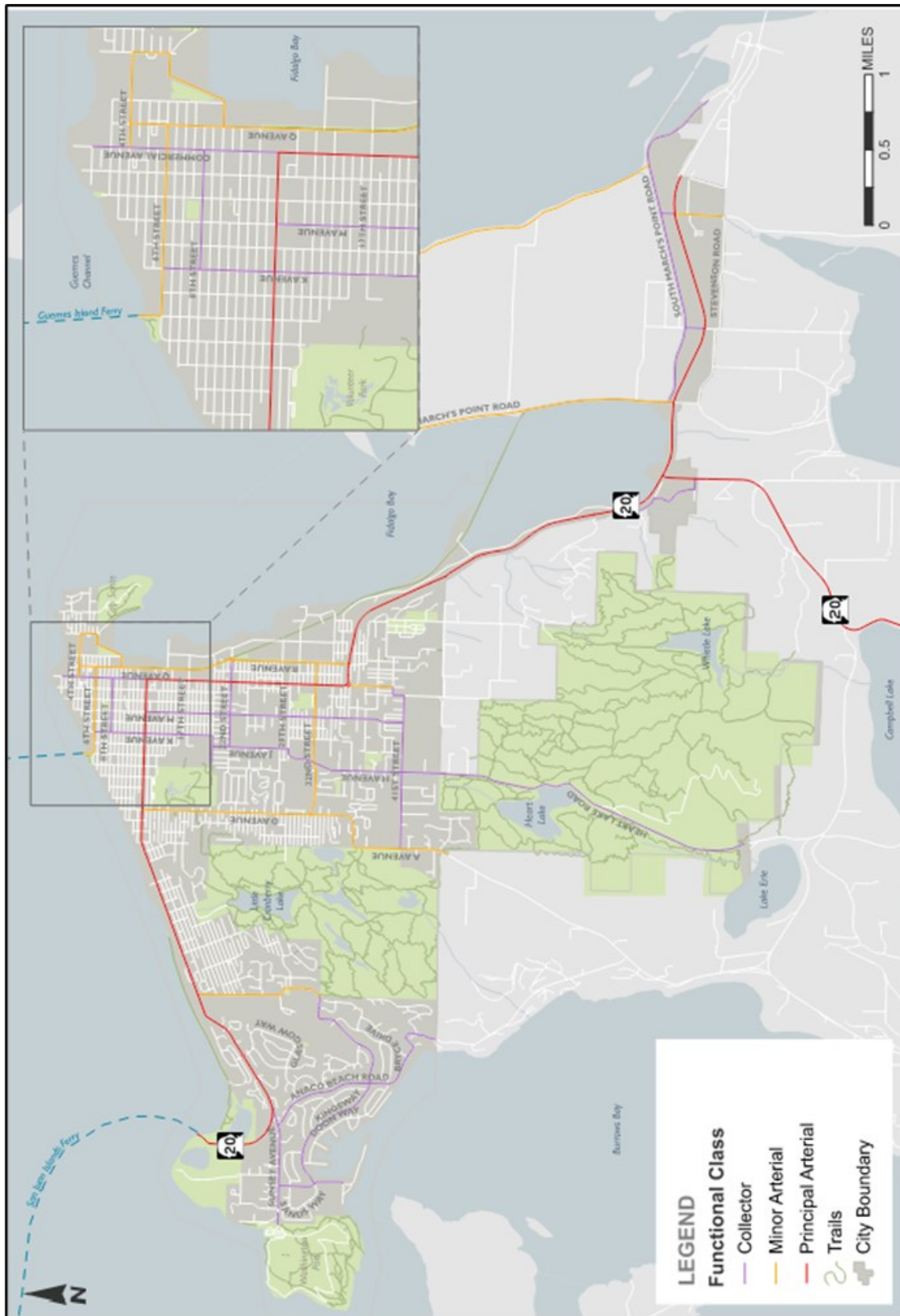
Over the next 20 years, the City of Anacortes plans to continue to maintain existing infrastructure and invest in expanded or new infrastructure to support the development patterns called for in the Land Use Element. Where reliable information could be developed, the City has identified projects over the 20-year time period. The City will continue to monitor growth over time to ensure capital facilities can be provided over the long term.

Identification of State Highways

The City of Anacortes has two State Highways within its boundaries. State Route (SR) 20 travels across the City from the east City boundary to the junction of SR 20 and SR 20 Spur (Sharpes Corner) where it turns south until it passes the City Limits a few hundred feet south of the Sharpes Corner intersection. SR 20 Spur begins at Sharpes Corner and connects SR 20 to the WSDOT Ferry Terminal about 8 miles away. The SR 20 Spur [corridor is comprised of several locally named segments, including Commercial Avenue, 12th Street, and Oakes Avenue as it progresses north-westerly through town to the WSDOT ferry terminal. See Figure T-1. Functional Classification Including State Highways.](#) ~~is also called~~

Commercial Avenue, 12th Street, and Oakes Avenue as you progress westerly through town to the ferry terminal.

Figure T-1. Roadway Function Classification including SR 20 and SR 20 SpurState Highways.



Roadway Functional Classification Inventory

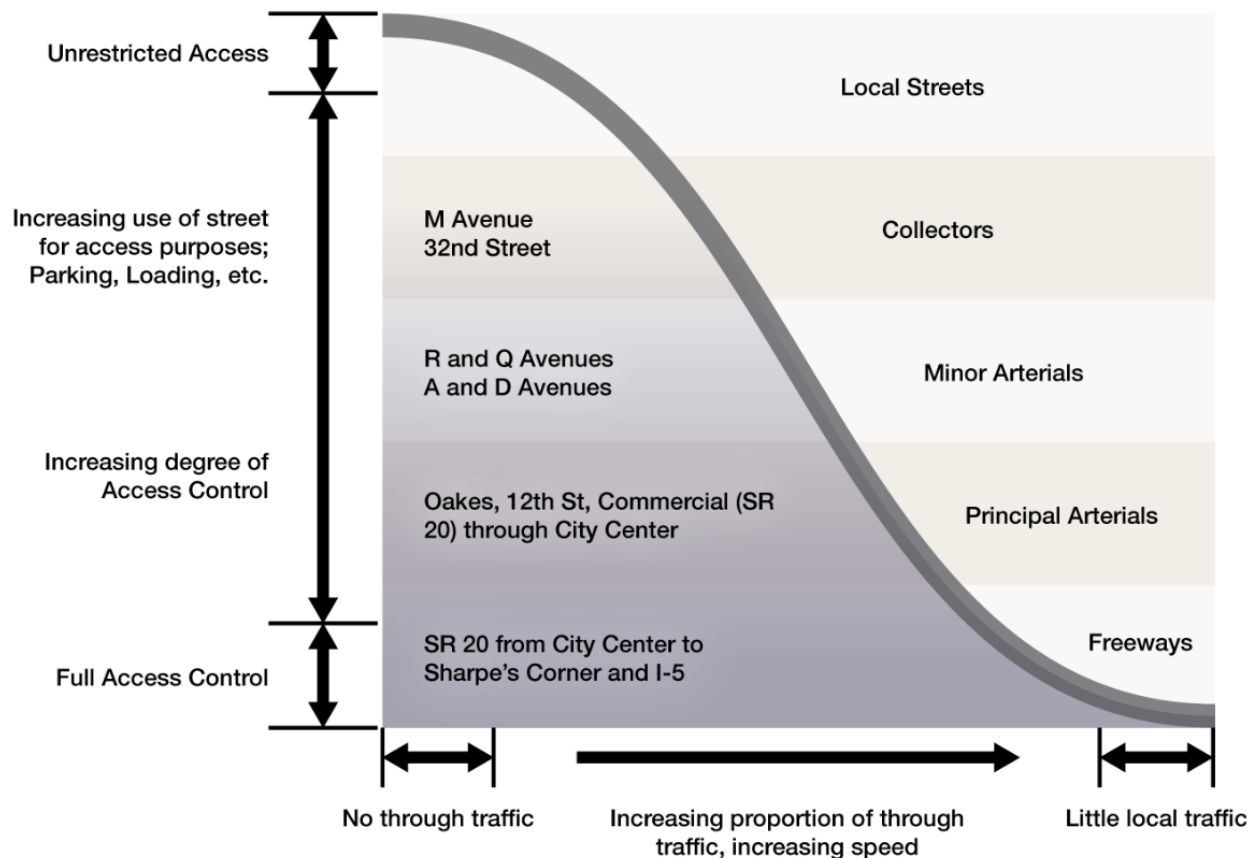
~~Existing~~ roadways are classified by characteristics and how they function as a city-wide network based on their ability to meet local transportation needs. The City of Anacortes, Skagit County Council of Governments (SCOG), Washington State Department of Transportation (WSDOT), and ultimately the Federal Highway Administration (FHWA) all play a role in the formal approval of roadway functional classification. Federal funding programs are normally limited to roads with functional classification as arterial streets in Urban areas. Local access streets, lanes, and alleys are not eligible to use Federal Highway funds. ~~are classified by how they function as a city wide network based on their ability to meet local needs. The City, Washington State Department of Transportation (WSDOT), and ultimately the Federal Highway Administration (FHWA) formally approve the classifications. Highway funding programs are limited to roadways with functional classifications that are Collector or above in Urban areas. Local accesses and local streets and roads are not eligible to use Federal Highway funds.~~

As illustrated in **Figure T-1** below, roadways are classified according to their function and intended purpose, ranging from prioritizing mobility versus prioritizing access to adjacent land uses.

- Principal and Minor Arterial classifications provide a high degree of mobility and distance, but have more limited access to adjacent land uses, accommodating higher traffic volumes at higher speeds.
- Local access street classifications provide a high degree of access to adjacent land and carry lower traffic volumes at lower speeds. These streets are not intended to serve cut-through traffic.
- Collector Arterials generally provide a more balanced emphasis on traffic mobility and access to land uses and provide linkage between higher and lower classes of roadways.

However, it is critical to understand that higher classification streets through higher density, populated, and vibrant urban areas, such as SR 20 Spur "Commercial Avenue" through Anacortes, are expected to provide both a high degree of mobility and a high degree of access to local establishments and are not appropriate for higher vehicle speeds. ***Posted vehicle speed limits should be set to reflect the urban land use context along the street, regardless of federal functional classification status.***

Figure T-2. Conceptual Illustration of the Federal Functional Classification System



Roadways are classified in relation to their function, with respect to continuity, connectivity, mobility and access. An interstate freeway provides a high degree of connectivity between cities and states; however, by design, provide poor access to adjacent property. On the opposite end of the transportation system, local streets provide a wide degree of access to adjacent property; however are not effective in the efficient movement of people and goods into and through metropolitan areas because of increased traffic control such as stop signs and traffic signals.

The Functional Classifications are generally defined as follows:

PRINCIPAL ARTERIAL

Principal Arterials are streets that have a primary function of carrying traffic to and from major traffic generators in the community and that provide major connections to the regional arterial system. They are generally the higher traffic volume roads within a city carrying the greatest proportion of through travel. Because principal arterials prioritize mobility, access should be limited to promote efficient traffic movement. On-street parking is usually prohibited on the highest volume streets in urban areas; however, context sensitive design can result in on-street parking, as long as potential safety issues are mitigated. The only principal arterial in Anacortes is SR 20 Spur going through town. Principal arterials generally vary in width from 48 to 84 feet wide with 4 to 7 lanes and 80 to 100 feet right-of-way. Speed limits are typically between 35 and 55 mph but may be lower if the land use context warrants. Average daily traffic (ADT) volumes are generally greater than 15,000 vehicles per day. Many of the intersections are signalized and the uniformity of signal placement and coordination are critical to the successful operation of the arterial. ~~These roadways contain the greatest proportion of through travel. Access~~

should be limited to promote efficient traffic movement. On-street parking is usually prohibited on the highest volume streets in urban areas; however, context sensitive design can result in on-street parking so long as safety issues can be addressed. The best (and only) example of a principle arterial in Anacortes is the State Highway going through town. They typically vary in width from 48 to 84 feet with 4 to 7 lanes and 80 to 100 feet of right-of-way. Speed limits are between 35 and 55 mph. Average daily traffic (ADT) volumes are generally greater than 15,000 vehicles per day. Many of the intersections are signalized, and the uniformity of signal placement and coordination are critical to the successful operation of the arterial.

MINOR ARTERIAL

The function of a minor arterial is to provide movement of through traffic, balanced with increased access for local traffic that originates or is destined to commercial, retail, or activity centers along a corridor. A good example of a minor arterial in Anacortes is D Avenue between 12th Street and the southern City limits. Often, minor arterials become boundaries to neighborhoods and serve less concentrated developments such as neighborhood shopping centers or schools. They vary in width from 40 to 60 feet with 3 to 5 lanes and 60 to 80 feet of right-of-way. Speed limits are typically between 30 to 45 mph but may be lower if the land use context warrants. ADT volumes are generally between 8,000 and 14,000 vehicles per day. Access may be restricted, and parking limited. ~~but they also provide considerably more access for local traffic that originates or is destined to commercial, retail, or activity centers along a corridor. A good example of a minor arterial in Anacortes is D Avenue between 12th Street and the southern City Limits. Often minor arterials become boundaries to neighborhoods and serve less concentrated developments such as neighborhood shopping centers or schools. They vary in width from 40 to 60 feet with 3 to 5 lanes and 60 to 80 feet of right-of-way. Speed limits are between 30 to 45 mph. ADT volumes are generally between 8,000 and 15,000 vehicles per day. Access may be restricted and parking can be limited.~~

COLLECTOR

Functionally, a collector is intended to assemble and concentrate residential and rural traffic and direct it to the higher order arterial system. Direct access to adjoining residential or commercial property is common and often essential. An example of a collector in Anacortes is M Avenue, Collector streets vary in width from 44 to 60 feet with 2 to 5 lanes and 60-to-80-foot rights-of-way. Speed limits are typically between 25 to 35 mph. ADT volumes are generally between 4,000 and 8,000 vehicles per day. Parking is generally acceptable but may be limited. ~~They vary in width from 44 to 60 feet with 2 to 5 lanes and 60 to 80 feet of right-of-way. Speed limits are between 25 to 35 mph. ADT volumes are generally between 4,000 and 8,000 vehicles per day. Parking is generally acceptable, but may be limited.~~

LOCAL STREETS

Local streets primarily serve the residential neighborhoods and generally connect to collectors or minor arterials. -Residential access is typical with some provisions for commercial uses. -They vary in width from 24 to 44 feet with 2 to 3 lanes and 40 to 60 feet of right-of-way. Speed limits are typically 25 mph, with -ADT volumes are less than 4,000 vehicles per day.

The City has a total of 113.6 miles of streets that breakdown as follows:

- Principal Arterial 10.9 miles
- Minor Arterial 9.5 miles
- Collector 16.4 miles

- Local Street 76.8 miles

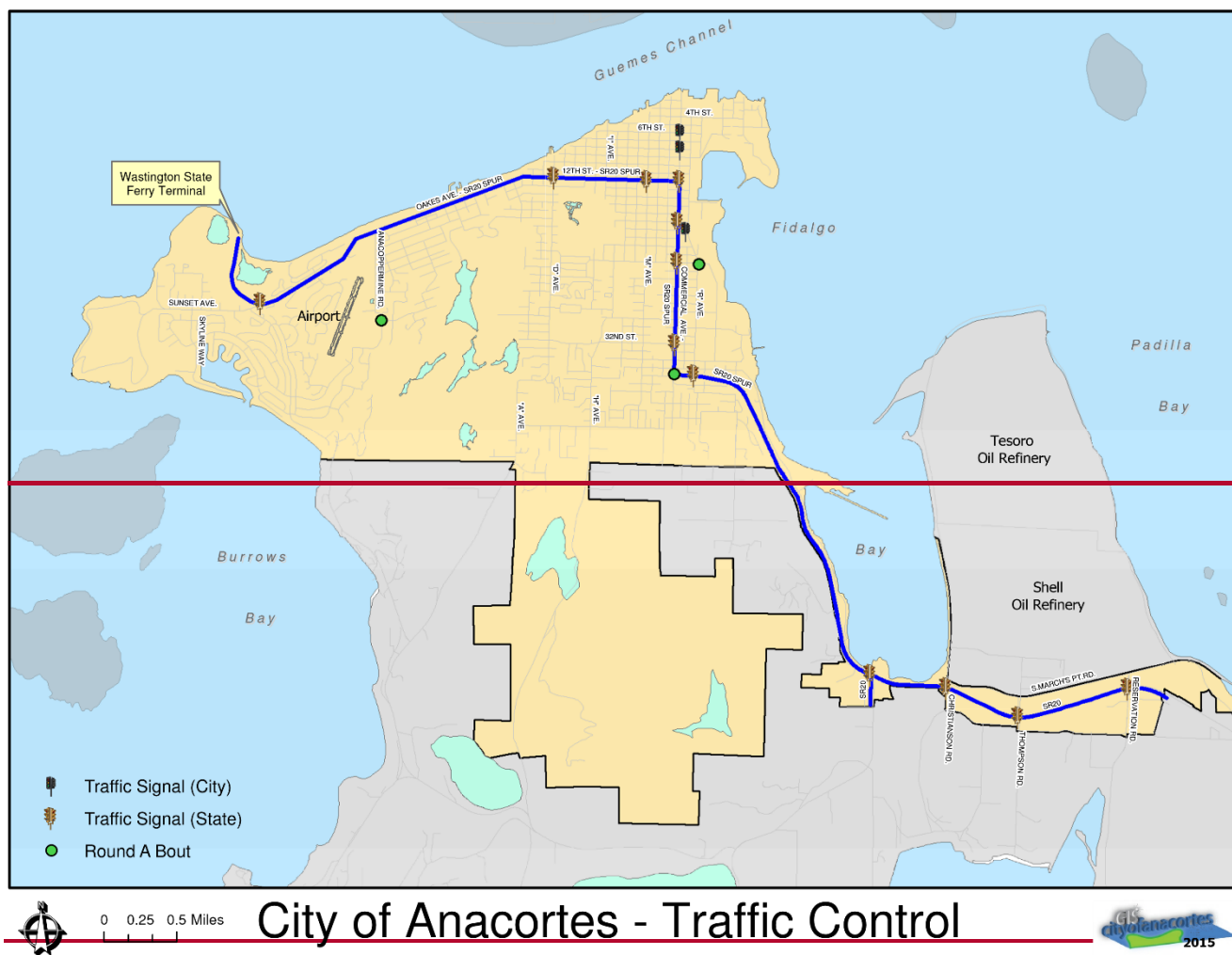
[Anacortes currently has 15 traffic signals and 6 roundabouts within current City limits.](#)



Traffic Signal and Roundabout Intersection Inventory

Anacortes has 15 traffic signals and three roundabouts within the city boundaries. Their locations are shown in the figure below.

Figure T-3. Traffic Control.



Freight Mobility (Rail, Road, Air, and Marine Freight, Transit, Air and Marine)

Freight and goods movement typically occurs via surface roads, railroad, shipping, and air transport and is an important component of the City's economic development. Freight vehicle access to industrial and commercial areas, safety on roads shared with private vehicles, efficient long-distance movement of

goods, and coordination of commercial transportation with rural land uses are all issues for Anacortes. Trucks make up the bulk of the commercial traffic, but rail, air, and ship transportation are involved as well. ~~Goods travel via one of four modes of transportation: road, rail, water, and air. National studies point to such problems as overcrowded highways and freight-specific “chokepoints” that stifle effective intermodal transfer of cargoes. Increased port security measures may exacerbate congestion if new controls drastically slow the movement of goods.~~

~~Local governments encounter two main limitations in addressing freight mobility challenges. The first relates to the limited visibility that freight projects receive in the process for planning and prioritizing how transportation dollars should be spent. The planning process often lacks a comprehensive evaluation approach, such as a cost-benefit framework that might result in the implementation of freight improvements to better ensure that system-wide, multimodal solutions are considered and adopted where appropriate. The second relates to limitations of federal funding programs, which tend to dedicate funds to a single mode of transportation or a non-freight purpose.~~

Freight Truck Policy

The City’s policy with respect to freight trucks and the routes they take is based on, and consistent with, Washington state law. Taken together, these laws essentially state that it is unlawful for the operator of large freight vehicles (Moving van, dump truck, tank truck, vehicles that extend more than eight feet to the rear of the driving compartment) used or designated for the purpose of transporting petroleum products or other commodities or materials to thereof, to operate on any street other than a designated truck route for any purpose other than to make a pick up or delivery, or to service or secure repairs to the vehicle. In traveling to or from the point of delivery, pickup service or repair of the vehicle, the operator of the vehicle shall drive as far as possible on a designated truck route. The city encourages the majority of any truck journey to and from a local address to take place on the arterial streets that are designated as truck routes.

Truck Route Design Standards

Streets and roads that carry freight truck traffic may require special standards to carry wider, heavier loads. Freight trucks can require a larger turn radius, greater lane width, higher clearances and stronger, more durable pavement. Larger and longer freight trucks negotiating right turns in urban areas can sometimes interfere with typical traffic flow and create safety issues. In some cases, a wider curb return radius may mitigate these issues and may be necessary. Unfortunately, wide radius curbs can also invite higher speeds and sweeping turns by passenger cars and light duty trucks, which compromises pedestrian safety and is undesirable in urban locations. The goal of accommodating freight truck movement must be balanced against the land use context of the intersection location and must be considered in the design of the intersection.

Designated Freight Routes

The streets listed below and shown in **Figure T-4** are designated as freight truck routes:

- SR 20 from City limits north to the intersection with Commercial Avenue
- R Avenue from SR 20 north to 22nd Street
- The R – Q crossover between 22nd Street and 18th Street

- [Q Avenue from 18th Street north to 4th Street](#)
- [Commercial Avenue from 36th Street north to 12th Street](#)
- [H Avenue \(Hart Lake Road\) from the city limits north to 32nd Street](#)
- [A Avenue from the city limits north to 37th Street](#)
- [D Ave from 37th Street north to 12th Street](#)
- [37th Street from A Avenue east to D Avenue](#)
- [34th Street from D Avenue east to V Avenue](#)
- [32nd Street from D Avenue east to R Avenue](#)
- [12th Street from A Avenue east to Commercial Avenue](#)
- [Oaks Avenue the intersection of 12th Street / A Avenue west to Ferry Terminal Road](#)
- [Ferry Terminal Road from Oakes Ave / Sunset Ave north to the Ferry Terminal](#)
- [Anacopper Mine Road from Oaks Avenue to the airport entrance](#)
- [Sunset Avenue](#)
- [Skyline Way](#)
- [4th Street between M Avenue and U Avenue](#)
- [6th Street between Commercial and Guemes Ferry Terminal](#)

The FGTS tonnage classification criteria

The WSDOT Freight and Goods Transportation System (FGTS) tonnage classification system divides freight corridors into different categories based on annual freight tonnage moved. It defines tonnage thresholds for freight truck corridors and identifies heavily used freight transportation networks within the state. FGTS truck corridors are classified into five tiers, T-1 through T-5, based on annual gross truck tonnage, as listed below and shown in **Figure T-4**.

- [T-1 = More than 10 million tons per year](#)
 - [T-2 = 4 million to 10 million tons per year](#)
 - [T-3 = 300,000 to 4 million tons per year](#)
 - [T-4 = 100,000 to 300,000 tons per year](#)
 - [T-5 = At least 20,000 tons in 60 days and less than 100,000 tons per year](#)
- The City's policy with respect to trucks and the routes they take is based around state law. In summary these laws state it is unlawful for the operator of any moving van, dump truck, tank truck used or designed for the purpose of transporting petroleum products or any vehicle designed or used for the transportation of commodities or materials, which vehicle extends more than eight feet to the rear of the driving compartment of the vehicle, or any vehicle whose load extends more than eight feet to the rear of the driving compartment thereof, to operate the vehicle upon any street other than upon and over a truck route for any purpose other than to make a pickup or delivery, or to service or secure repairs to the vehicle. In traveling to or from the point of delivery, pickup, service to or repair of the vehicle, the operator of the vehicle shall drive as far as possible upon and over a truck route.

Freight Routes

The following truck routes are currently designated within the city and are shown on Exhibit 5.1:

1. ~~SR-20 from the city limits north to its intersection with Commercial Avenue;~~
2. ~~R Avenue from SR-20 north to 22nd Street;~~
3. ~~The R-Q cross-over between 22nd Street and 18th Street;~~
4. ~~Q Avenue from 18th Street North to 2nd Street;~~
5. ~~Commercial Avenue from 36th Street north to 12th Street;~~

- ~~6. H Avenue (Heart Lake Road) from the city limits north to 32nd Street;~~
- ~~7. A Avenue from the city limits north to 37th Street;~~
- ~~8. D Avenue from 37th Street north to 12th Street;~~
- ~~9. 37th Street from A Avenue east to D Avenue;~~
- ~~10. 34th Street from R Avenue east to V Avenue;~~
- ~~11. 32th Street from D Avenue east to R Avenue;~~
- ~~12. 12th Street from A Avenue east to Commercial Avenue;~~
- ~~13. Oakes Avenue from its intersection with 12th Street at A Avenue west to the Ferry Terminal Road;~~
- ~~14. Ferry Terminal Road from its junction with Oakes and Sunset Avenue northerly to the Ferry Terminal;~~
- ~~15. Anacopper Mine Road from Oakes Avenue to the airport entrance;~~
- ~~16. Sunset Avenue;~~
- ~~17. Skyline Way;~~
- ~~18. 4th Street between M Avenue and U Avenue;~~
- ~~19. 6th Street between Commercial and Guemes Ferry Terminal.~~

Figure T-4. Freight and Goods Transportation System (FGTS) ~~Truck Routes.~~



Truck Route Design Standards

The operation of trucks and oversize vehicles within the City require special standards for the streets they operate on. These types of vehicles require larger turn radius, greater lane width, higher clearances and stronger pavement. An example of this need can be illustrated by a truck making a right turn and not being able to stay in its lane and interfering with other traffic. A larger curb return radius of 35-40 feet can correct this situation.

Street Repair and Maintenance

The City of Anacortes Public Works Department tracks, monitors, and maintains surface street conditions throughout the city each year. City staff examine pavement surface ratings to help prioritize where spot repair, maintenance, or corridor resurfacing is needed. To maximize the use of limited public funding, repair and maintenance needs are coordinated with utility work on water, sewer, and storm water systems underneath roadways, as well as needs for new or upgraded ADA curb ramps, sidewalks, and bikeways throughout the city. If underground utility work is needed, then the city strives to use this as an opportunity to install new active transportation features when the street surface is reconstructed.

Vehicle Transportation Network

Vehicle Level of Service Analysis and Methodology

Vehicle LOS is a qualitative description of the operating performance of an element of transportation infrastructure such as a street or an intersection at a specific point in time. Common practice in the transportation industry is to focus on the PM peak hour. Traditional vehicle LOS is expressed as a letter score ranging from A to F, with LOS A representing free flow vehicle traffic conditions and minimal vehicle delays, and LOS F representing congested vehicle traffic conditions and long delays.

Measuring vehicle LOS at the PM peak hour may provide valuable information about street and intersection operations for vehicle drivers at the busiest time of day, but a time-limited measurement for one mode of transportation does not provide a comprehensive measure of transportation system performance throughout the day for all users. The intersection with the highest traffic volumes at the busiest hour may temporarily experience extreme traffic congestion and create inconvenient delay for vehicle drivers, but for most other hours of the day, the intersection does not experience congestion and delay. This is especially important in Anacortes because the WSDOT ferry to the San Juan Islands and Sydney, B.C. generates pulses of vehicle traffic on City streets and SR 20 Spur based on the ferry schedule and seasonal tourism. Each vehicle traffic pulse usually dissipates in less than 30 minutes, but this can result in artificially high measures of vehicle delay at intersections.

Financial decisions for transportation improvements should be carefully considered and based on multiple factors consistent with the visions, goals, policies, and land use context of the location where the performance measures are made and used. An intersection in a built urban environment, such as downtown Anacortes, requires careful consideration of a wide variety of factors beyond a simple PM peak hour performance measure with a categorical letter grade assigned to it. Widening a downtown intersection to provide additional PM peak hour vehicle throughput capacity may be contrary to many other City goals, such as safety for vulnerable users, ADA accessibility, pedestrian-orientation, Complete Streets, active transportation, and livability.

The GMA requires cities to adopt LOS standards for arterial streets but allows each city to base the LOS standards on their own priorities. Where necessary, a city can choose to allow an arterial street intersection to operate at LOS F, the lowest category, during the PM peak hour if it allows the city to achieve other goals that it deems more important.

Intersection Level of Service

Intersection LOS is based on the average delay experienced by a vehicle driver traveling through an intersection. Delay at an unsignalized intersection is usually caused by vehicles having to wait for a gap in traffic on the major street or waiting for a queue to clear the intersection. As discussed above, this can be a common experience at side street intersections with SR 20 Spur between downtown and the WSDOT ferry terminal. Table T-1 shows the seconds of vehicle delay used to determine the LOS for signalized and unsignalized intersections. Consistent with WSDOT practice, roundabouts were analyzed using the HCM2000 roundabout LOS thresholds for vehicle delay.

Table T-1 Anacortes PM Peak Hour Intersection LOS Thresholds

LOS	Signalized Delay (sec/veh)	Unsignalized Delay (sec/veh)
A	≤10	≤10
B	>10-20	>10-15
C	>20-35	>15-25
D	>35-55	>25-35
E	>55-80	>35-50
F	>80	>50

Vehicle delay is defined differently for signalized and all-way stop-controlled intersections than for two-way (i.e. stop controlled on minor approach) intersections. For signalized and all-way stop-controlled intersections, LOS thresholds are based upon average control delay for all vehicles using the intersection. For two-way stop-controlled intersections, delay is reported for the movement with the longest delay.

Adopted Vehicle LOS Standards

The City of Anacortes has adopted LOS D for intersections that include Principal Arterials and LOS C for intersections that include Minor Arterial or collector roadways. Intersection LOS is limited to measuring the average seconds of delay per vehicle for drivers on the roadway network. The City also acknowledges that WSDOT has adopted LOS D for intersections along SR 20 Spur, which is designated by WSDOT as a Highway of Statewide Significance (HSS) and corresponds with the City LOS D for Principal Arterial.

Table T-2 Anacortes Level of Service Standards for Intersections

Anacortes Street Classification	Adopted LOS Standard
SR 20, SR 20 Spur, Principal Arterials, CBD Streets	D
Minor and Collector Arterials and Local Streets	C

Vehicle Traffic Data Collection

Traffic Data

PM peak hour count volumes were collected on May 7, 2024, at 31 intersection locations throughout the city. Intersection counts were conducted by video camera during the mid-weekday PM peak period, from 4:00 PM to 6:00 PM. Roadway tube counts were collected at 16 spot locations over 3-day periods during May 7-9 and May 14-16. Roadway tube counts conducted by WSDOT and the Skagit Council of Governments (SCOG) in 2022 were used to supplement the spot location counts.

Roadway Network

Information about the City's roadway network was collected from the City of Anacortes and from satellite and field photography. This included traffic controls, number of lanes, speed limits, lane channelization, and segment length.

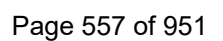
Anacortes Vehicle LOS Analysis

This analysis focuses on the PM peak hour, which is defined as the highest four consecutive fifteen-minute volume intervals between 4 p.m. and 6 p.m. This represents the period when traffic volumes on local roadways are typically at their peak and generally corresponds to rush hour traffic when commuters are traveling home from work. Roadway and traffic volume data were used to develop a citywide operational model using Synchro software. The model was then evaluated for weekday PM peak- hour traffic operations for existing conditions based on the procedures identified in the Highway Capacity Manual (HCM 6th and 7th editions) using Synchro 11 for signalized and stop-controlled intersections. Synchro 11 is a software program that uses HCM methodology to evaluate intersection LOS status and average vehicle delay. For roundabouts, Sidra 9 was used in accordance with WSDOT's Sidra Policy Settings. Results for the existing operations analysis are summarized in Table T-3.

Table T-3 Anacortes Intersection LOS for 2016 and 2024

							2016 TE		2024 - Existing		
ID #	North/South Road	East/West Road	Jurisdiction	LOS Std	HCM Ed.	Control	LOS	Delay	LOS	Delay	WM-V/C
1	Commercial Ave	6th Street	Anacortes	D	7th	AWSC	A	8.6	A	8.5	-
2	Commercial Ave	8th Street	Anacortes	D	7th	AWSC	B	10.6	A	9.1	-
3	Q Avenue	9th Street	Anacortes	D	7th	TWSC	C	18.8	C	17.7	WB
4	Anaco Beach Rd	Sunset Avenue	Anacortes	C	7th	TWSC	B	10.5	B	10.8	NB
5	Sunset Ave	Ferry Terminal Rd	WSDOT	D	7th	Signal	A	0.7	A	1.8	-
6	Anacopper Rd	SR 20	WSDOT	D	7th	TWSC	B	14.5	B	12.8	NB
7	D Avenue	12th Street	WSDOT	D	7th	Signal	B	10.4	B	16.9	-
8	K Avenue	12th Street	WSDOT	D	7th	TWSC	D	32.8	E	38.6	NB
9	M Avenue	12th Street	WSDOT	D	7th	Signal	B	10.4	B	15.8	-
10	Commercial Ave	12th Street	WSDOT	D	2000	Signal	B	18.7	C	25	-
11	Q Avenue	Seafarer's Way	Anacortes	C	7th	TWSC	C	23.1	C	18.7	WBL
12	Commercial Ave	17th Street	WSDOT	D	7th	Signal	B	15.4	B	16.4	-
13	Q Avenue	17th Street	Anacortes	C	2000	Signal	B	14.3	A	9.6	-
14	M Avenue	22nd Street	Anacortes	C	7th	AWSC	B	10.4	B	10.2	-
15	Commercial Ave	22nd Street	WSDOT	D	7th	Signal	B	15.3	C	22.4	-
16	R Avenue	28th Street	Anacortes	C	7th	TWSC	C	22.6	B	11.5	-
17	I Avenue	32nd Street	Anacortes	C	7th	AWSC	B	12.2	B	12.5	-
18	Commercial Ave	32nd Street	WSDOT	D	7th	Signal	B	12.6	C	33.3	-
19	R Avenue	32nd Street	Anacortes	C	7th	TWSC	C	22	B	11.2	EB
20	Anaco Beach Rd	Kingsway	Anacortes	C	7th	TWSC	A	9.7	B	10.1	WB
21	A Avenue	41st Street	Anacortes	C	7th	TWSC	B	11.5	B	11.8	WB
22	M Avenue	41st Street	Anacortes	C	7th	TWSC	B	10.1	B	10.4	SB
23	R Avenue	SR 20	WSDOT	D	2000	Signal	B	13.9	C	33.4	-
24	SR 20	Fidalgo Bay Rd	WSDOT	D	7th	TWSC	F	117.4	B	13.4	EB
25	March's Point Rd	SR 20	WSDOT	D	7th	Signal	D	51.8	B	18.1	-
26	Thompson Rd	SR 20	WSDOT	D	7th	Signal	D	54.1	D	42.1	-
27	Reservation Rd	SR 20	WSDOT	D	7th	Signal	C	23.4	C	23.6	-
28	March's Point Rd West	S March Point Rd	Anacortes	C	7th	TWSC	B	12.9	B	11.9	WB
29	Bartholemew Rd	S March Point Rd	Anacortes	C	7th	TWSC	B	14.4	C	17.2	SB
30	Reservation Rd	S March Point Rd	Anacortes	C	7th	TWSC	B	13.6	B	11.7	NB
31	March's Point Rd East	S March Point Rd	Anacortes	C	7th	TWSC	B	11.1	B	12.7	SB
Acronym Notes HCM = Highway Capacity Manual AWSC = All Way Stop Control; TWSC = Two Way Stop Control; Signal = Signalized Intersection; RAB = Roundabout WM = Worst Movement; L = Left turn; R = Right turn; S = Straight											

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Intersection LOS Results

Due to City of Anacortes investments in a wide variety of multimodal transportation improvements over the past 10 years, all city intersections listed in Table T-3 meet adopted LOS standards in 2024. While some intersection locations experience more seconds of delay per vehicle in 2024 than in 2016, some intersections experience less delay per vehicle. Intersections that have been reconstructed as roundabouts were removed from the list due to higher LOS operations.

One State Route intersection (**12th Street (SR 20 Spur)/K Avenue**) does not meet the City/State LOS D standard in 2024. K Avenue is a city collector arterial street with stop sign control at the intersection with 12th Street (SR 20 Spur), which is a principal arterial carrying higher volumes of vehicle traffic. The delay for vehicles northbound on K Avenue making left turns onto westbound 12th Street-SR 20 Spur at the busiest time of day has increased by 5.8 seconds per vehicle over the 8 years from 2016 to 2024, which has lowered the intersection LOS from D to E with a 2044 forecast of future operations deteriorating to LOS F. The 2024 PM peak hour LOS E condition can be attributed to both local evening rush hour traffic for work to home trips, as well as pulses of vehicle traffic to and from the WSDOT ferry terminal serving the San Juan Islands.

In 2024, the 12th Street (SR 20)/K Avenue intersection was adopted as an unfunded project in the City of Anacortes 2025-2030 six-year Transportation Improvement Program (TIP). The City has since been awarded \$500,000 in federal funds through SCOG to conduct preliminary engineering and design. WSDOT may require an Intersection Control Evaluation (ICE) to determine if a traffic signal or a roundabout is a preferred intersection control solution. Construction funding will need to be identified in future years.

Currently, 12th Street (SR 20 Spur) has a center turn lane with 5-foot-wide sidewalks separated from each side of the roadway but has shoulders between the vehicle lane and the curb/edge of asphalt that are too narrow to be marked as bicycle facilities. As pictured above, a 20-mph school zone abuts the westward approach to the 12th/K intersection and approximately 750 feet to the east toward downtown, the 12th Street/M Avenue intersection is signalized and operates at LOS B in 2024.

Figure T-6: Two Way Stop Control Intersection of 12th Street (SR 20 Spur) and K Avenue



Active Transportation

The GMA requires that the Transportation Element include an active transportation component that includes collaborative efforts to identify and designate planned facility improvements for ADA, pedestrian, and bicycle travel that address and encourage enhanced community access, promotion of healthy lifestyles, and reduction of vehicle miles traveled and greenhouse gas emissions.

Active transportation (aka non-motorized transportation) refers to human-powered travel, such as walking, biking, and rolling for wheelchairs, scooters, skateboards, and other mobility devices. A network of facilities for active transportation travel enhances community access, promotes healthy lifestyles, and provides residents with the option to not drive for some trips, which can help to reduce vehicle miles travelled and greenhouse gas emissions.

Pedestrian

The City of Anacortes currently has a significant amount of sidewalk, multiuse pathway, and trail facilities available for pedestrian travel, but availability and connectivity varies in different parts of the city. Downtown Anacortes has the most complete and continuous network of sidewalks, pathways, and trails. Existing pedestrian facilities throughout the city are shown in Figure T-7.

Bicycle

Anacortes also has some dedicated bicycle facilities, as well as some Bicycle Boulevards, which are lower volume, lower speed streets that bicyclists share space with vehicles. The League of American

Bicyclists has certified Anacortes as a Bronze-level Bicycle Friendly Community and further commitment to and implementation of bicycle facilities will help Anacortes evolve to a Silver- and Gold-level Bicycle Friendly Community. Existing bicycle facilities throughout the city are shown in Figure T-8.

American with Disabilities Act

(ADA) Transition Plan

The City of Anacortes has completed a comprehensive evaluation of its ADA facilities and policies related to the public rights-of-way to determine what types of access barriers exist for individuals with disabilities. The ADA Transition Plan will be used to help guide future planning and implementation of necessary accessibility improvements to remove physical barriers in the public right of way.

Figure T-7: Existing (2024) Pedestrian Facilities

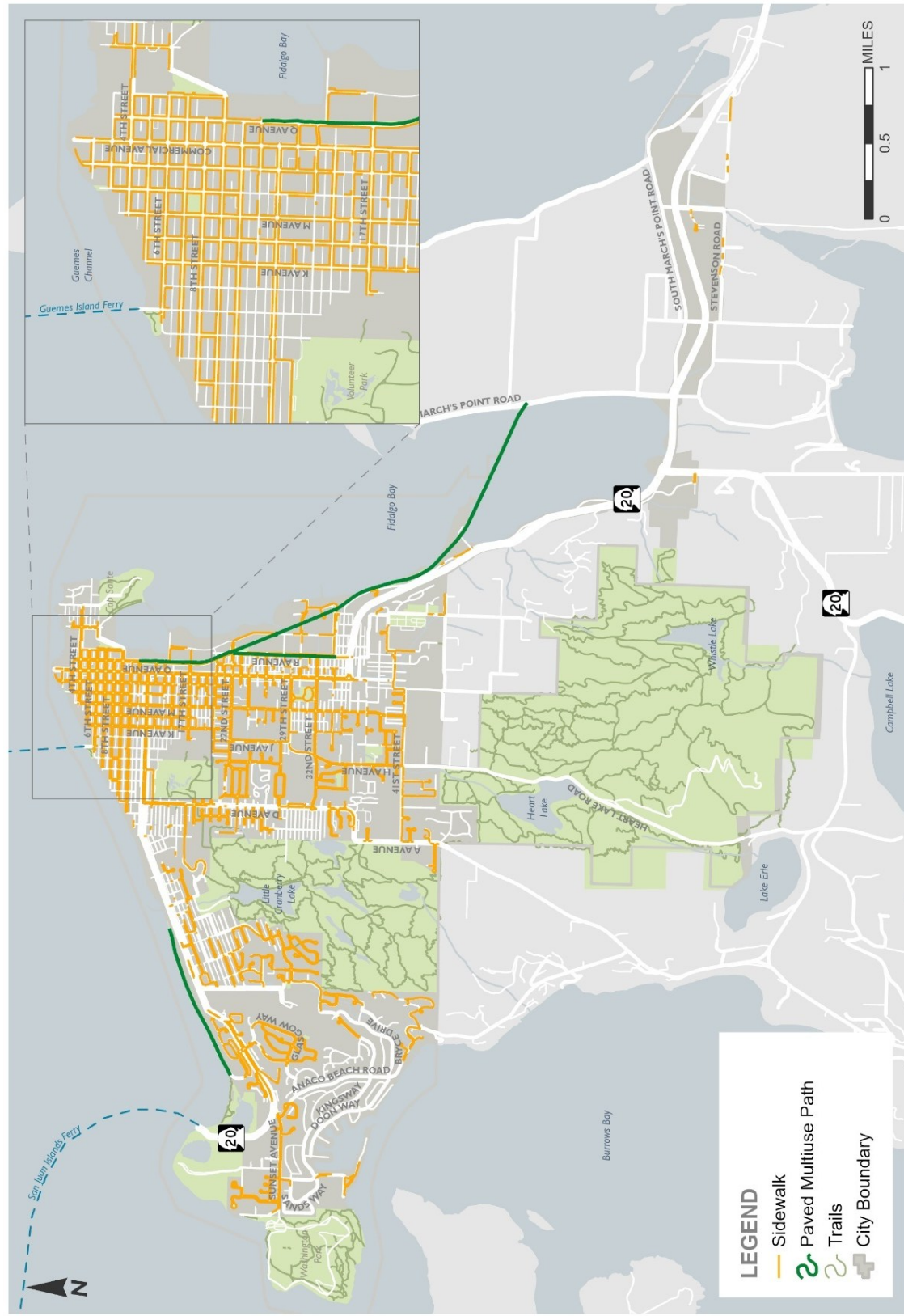
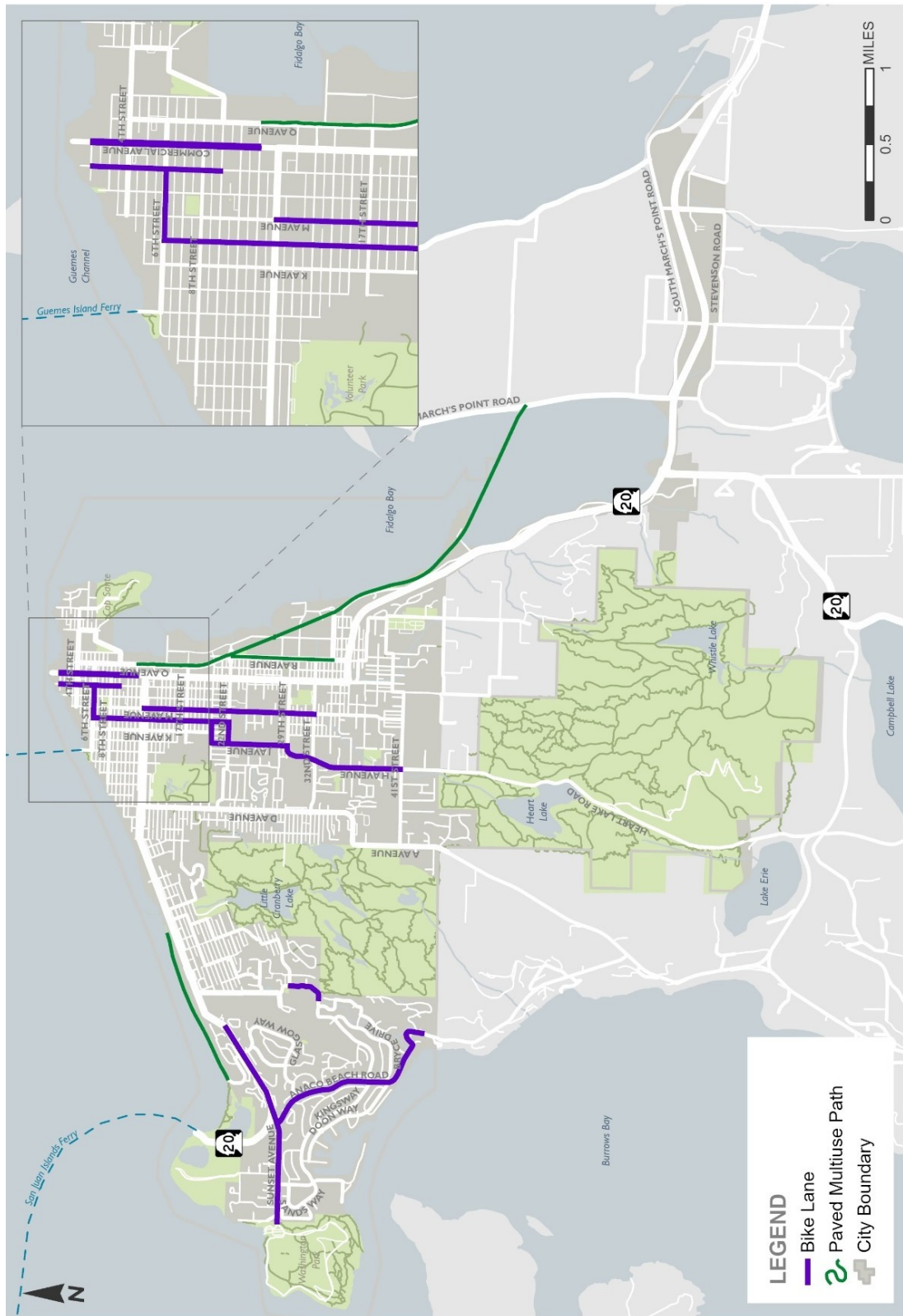
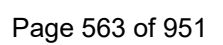


Figure T-8: Existing (2024) Bicycle Facilities



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Active Transportation Network (ATN)

The Active Transportation Network (ATN) shown in Figure T-10 is a citywide system of facilities for people walking, biking, and rolling (Wheelchairs, scooters, skateboards, etc.) that enhances community access and promotes healthy lifestyles. These facilities can be on or adjacent to City streets and State highways or separated from them. Network planning for ADA, pedestrians, and bicyclists involves different considerations than roadway planning for vehicle capacity and speed and instead focuses on the completeness and connectivity of sidewalk, bikeway, and multiuse trail networks.

- Walkways serve pedestrians well when they provide a safe, convenient, and continuous route to their destination.
- Pedestrians are well-served by adequately spaced crosswalks and sidewalks are appropriate in portions of urban growth areas.
- Bicyclists may be well-served by a shared local access roadway in an urban location characterized by lower speeds and traffic volumes but will benefit from a dedicated bicycle lane or a separated or protected facility on a higher speed street.

Anacortes Bike and Pedestrian Advisory Committee

A citywide Active Transportation Network (ATN) has been established based on the 2016 Anacortes Walks and Bikes Plan completed by the Anacortes Bicycle Pedestrian Advisory Committee (BPAC), which advocates for sidewalks, bikeways, and trail facilities and has helped the County to establish a long-term countywide active transportation network plan.

Funding and constructing pedestrian, bicycle, and multiuse trail facilities in urban areas can be expensive and challenging due to limited public right-of-way and physical space constraints, and may require partnerships with the Port of Anacortes, local tribes, Skagit County, WSDOT, or private organizations and developers.

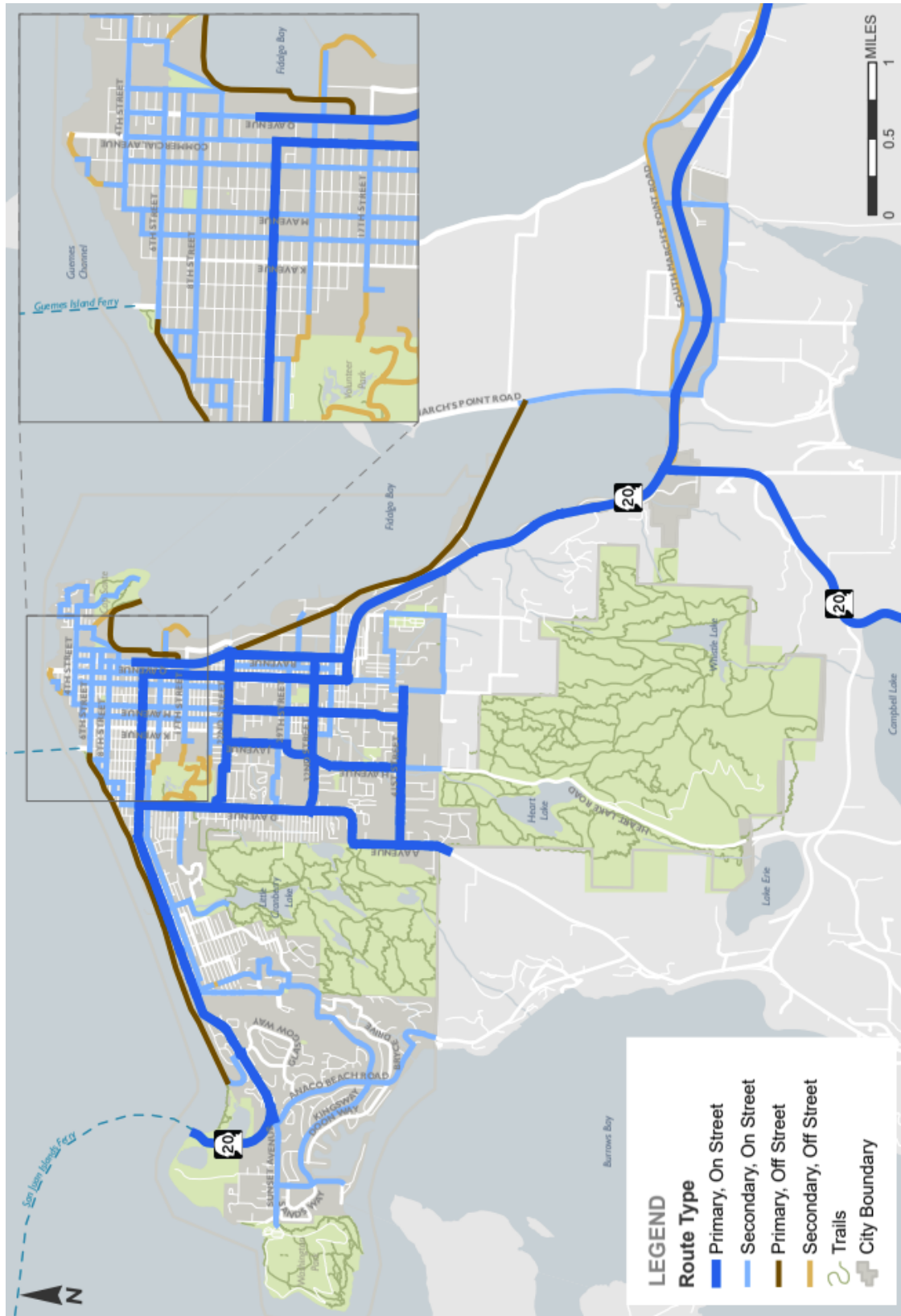
Vulnerable Roadway Users

Active transportation facility performance measures focus on safety, comfort, connectivity, and completeness rather than throughput capacity or user counts. People walking, biking, or rolling in mobility devices are the most **vulnerable roadway users** because they:

- Do not have a vehicle structure to protect them
- Are smaller and lighter than larger and heavier vehicles
- Are not as easy for drivers to see as larger or higher profile vehicles

- Travel at slower speeds (10-15 mph) than vehicles
- Are exposed to vehicle passing and turning conflicts
- Are at higher risk of injury in collisions with vehicles

Figure T-10: Anacortes Active Transportation Network



A person's choice to walk, bike, roll, or ride transit is primarily influenced by the availability of well-connected sidewalks, bikeways, ADA ramps, crosswalks, streetlights, and user perception of safety and risk of conflict. Vehicle traffic volume, vehicle speed, and physical proximity to moving vehicles are the roadway variables that determine whether a person walking, biking, or rolling feels safe and comfortable. These variables applied to the citywide ATN establish a measure of **Level of Traffic Stress (LTS)**. As the volume, speed, and proximity to traffic decreases, so does the level of stress that a person walking or bicycling feels while riding along a roadway. A physically separated facility for walking, biking, and rolling has the lowest stress of all. Multiuse trails separated from city streets provide both a transportation and recreation function and paved ADA-compliant multiuse trails are integrated into the Active Transportation Network.

Coordination with WSDOT on SR 20 Spur

Complete Streets Principals

Establishing the citywide active transportation network, the LOS standard for network completeness, and the LTS performance measures along SR 20 and SR 20 Spur is a critical step to ensure future completion of the network. When WSDOT conducts any work that costs \$500,000 or more on SR 20 and SR 20 Spur, the active transportation facilities identified by local agencies must be incorporated into the WSDOT work, consistent with RCW 47.04.035 Street access – Principles of Complete Streets – Requirements.

WSDOT Active Transportation Plan

The WSDOT Active Transportation Plan – 2020 and Beyond calls for **Level of Traffic Stress (LTS) 1 or 2 active transportation facilities on State highways in population centers**, to ensure that locally identified needs for connectivity and completeness are accommodated. In addition, Target Zero – the Washington State Strategic Highway Safety Plan (2024) establishes a critical goal of reducing roadway deaths and serious injuries to zero and Target Zero Addendum A, the 2023 Vulnerable Road User Safety Assessment, commits WSDOT to using the Safe System Approach (Figure T-10), which is internationally recognized as a best practice in transportation planning for roadway safety.

Safe Systems Approach

The City of Anacortes has used the Safe System Approach in its **2025 Comprehensive Safety Action Plan (CSAP)** funded by the USDOT Safe Streets and Roads for All grant program. The safety project recommendations from the CSAP include several of the planned and prioritized active transportation improvements identified in this Transportation Element.

Figure T-11: Illustration of the Principals and Elements of the Safe System Approach



Active Transportation LOS Standards

In addition to LOS for vehicles, the GMA also requires cities to establish LOS standards for pedestrian, bicycle, and transit modes – collectively referred to as “active transportation” in the Transportation Element. Active Transportation LOS standards were developed based on a planned citywide Active Transportation Network (ATN) identified through a series of Primary or Secondary Routes, as shown in **Figure XX**. Corridors identified as Primary or Secondary Routes are not indicative of a hierarchy for future active transportation facility development, rather they are used to make a distinction between routes that are more regional or that extend completely between or through the community (primary), and those that serve to make the second leg of the journey to connect to destinations (local schools, parks, etc.), extend into residential areas, or complete a loop (secondary).

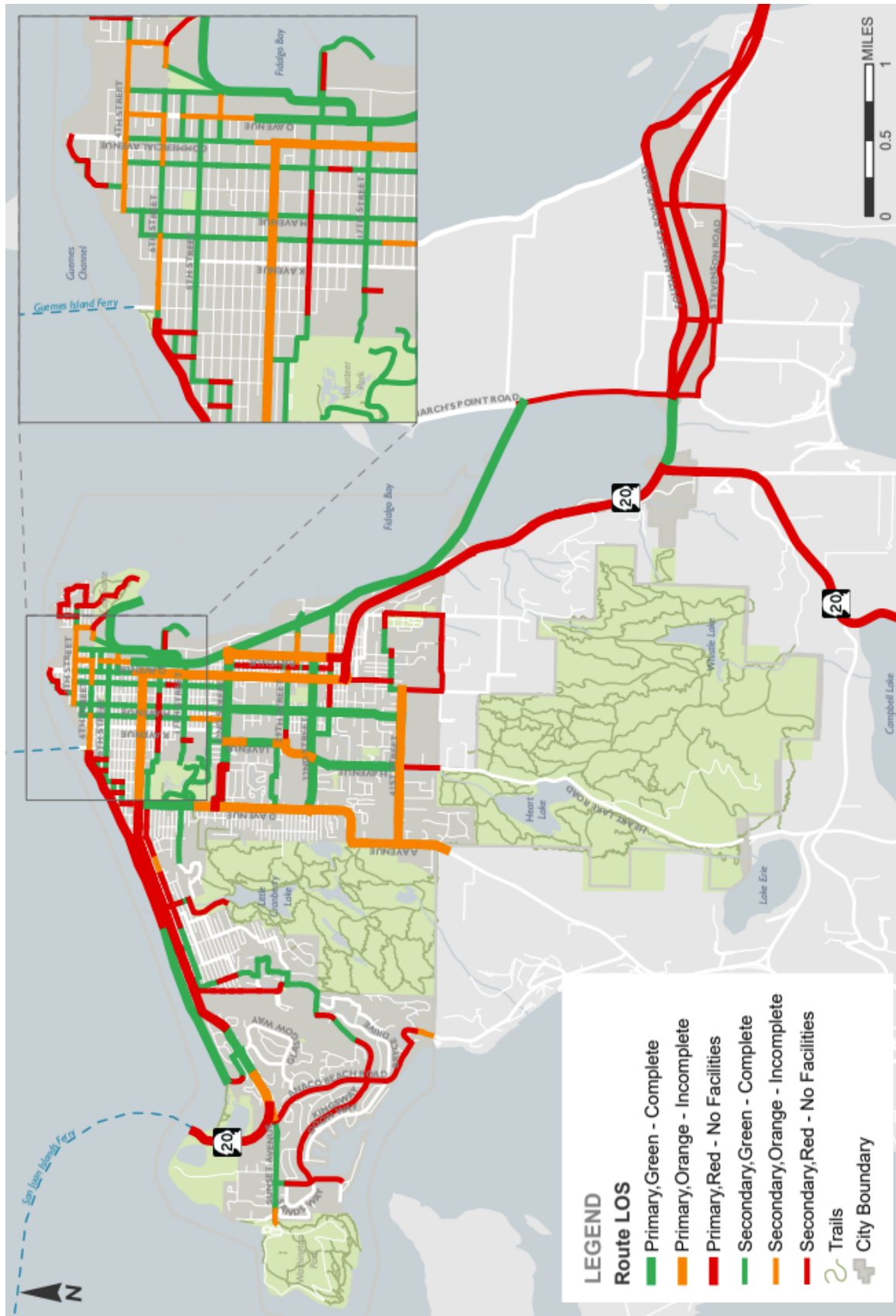
Active Transportation LOS standard: Network (System) completion of sidewalks, pathways, bikeways, or multi-use trails on arterial and collector roadways. The LOS designations are shown in green, orange, and red.

- **Green** LOS indicates a primary facility meets adopted roadway standards and has facilities on both sides of the street, while a secondary facility may only have facilities on one side of the street.
- **Orange** LOS indicates a primary facility has facilities on only one side of the roadway, where both sides would be preferred.
- **Red** LOS indicates no designated facilities are provided for active transportation users and is considered unacceptable.

Figure T-12: Active Transportation Levels of Service Standards

LOS	Primary Route	Secondary Route
	Meets City standards, facilities on both sides	Meets City standards, facilities on one or both sides
	Facilities exist, but only on one side	N/A
	No facilities exist, does not meet standards	No facilities exist, does not meet standards

Figure T-13: Active Transportation LOS Status



Public Transit

The City of Anacortes is not a public transit provider but is within the Skagit Transit Public Transportation Benefit Area (PTBA) funded by sales tax to provide public transit service. Skagit Transit's 2024-2029 Transit Development Plan (TDP) guides the development of public transportation in Anacortes and Skagit County. For 2024-2029, the plan focuses on implementing service recommendations from several planning studies, expanding the vehicle fleet and facilities, and investing in new technologies. Several components of the plan are relevant to the City of Anacortes and its future transportation needs. Skagit Transit is in the process of developing a Long-Range Transit Plan. Skagit Transit currently provides fixed-route, complementary ADA paratransit, rideshare/vanpool services and operates and maintains the March's Point Park and Ride served by Routes 40X, 410, 513, and 615. Skagit Transit currently provides the following services in Anacortes:

Fixed-Route, Complementary ADA Paratransit, & Rideshare (Vanpool)

Skagit's fixed route services that serve Anacortes include five routes, made up of:

- Two local routes (409 Anacortes Circulator and 410 Anacortes to March's Point)
- Two buses that connect to nearby cities (513 Anacortes to Burlington and 615 Anacortes to Mt Vernon), and
- One commuter route (Route 40X between Anacortes and Mt Vernon).

Route service span and frequency varies with routes running between 5-7 days per week with frequencies as low as 30 minutes and as high as 180 minutes. ADA paratransit service is available within $\frac{3}{4}$ of a mile of fixed-route services and operates the same hours as fixed-route service. The Rideshare Program allows commuters traveling to common destinations to pay Skagit Transit a monthly fee and per mile charge to use a Skagit Transit-owned and maintained van to vanpool to work as long as the trip begins or ends in Skagit County.

Service Changes and Capital Projects

The Skagit TDP identifies increased frequency on Routes 513 and 615 but does not identify any other major fixed-route service changes specific to Anacortes over the six-year plan period. However, some of the planned systemwide analysis and studies, such as the Regional Transit Study and Comprehensive Operational Analysis, may result in future recommendations for Anacortes area routes. As the city continues to grow, there may be opportunities to enhance service frequency or coverage to meet evolving needs. In addition, the planned introduction of on-demand micro transit elsewhere in the Skagit Transit network may provide a model for future service options tailored to Anacortes if fixed-route service is not viable or efficient in some areas.

The Skagit TDP capital program includes several projects relevant to Anacortes:

- [March's Point Park and Ride pedestrian canopy \(2025\)](#)
- [Bus stop improvements](#) including ongoing additions of shelters, benches, lighting, and other amenities and upgrades to ensure all stops are ADA accessible by 2040
- [Fleet replacement and expansion](#) including transition to zero-emission vehicles as funding and facilities allow
- [The 2024-2029 Capital Improvement Program is on pages 45-51 of the TDP](#)

[Planning Efforts](#)

[In 2024, Skagit Transit plans to complete a series of major planning efforts that will shape future service provision. These efforts include a regional transit study, a micro transit study, a comprehensive operational analysis, and an ADA transition plan. Based on the outcomes of these studies, Skagit Transit will implement service recommendations as funding allows in 2025 and beyond.](#)

[Technology Initiatives](#)

[Skagit Transit will implement technology upgrades to improve customer experience, operational efficiency, and performance monitoring in 2024-2028:](#)

- [Add automatic passenger counters \(2023-2024\)](#)
- [Enhance data collection and reporting through mobile data terminals](#)
- [Pursue real-time customer information systems](#)
- [Upgrade onboard systems like cameras and air quality monitors](#)
- [Modernize dispatch/scheduling software and hardware](#)
- [Add on-board Wi-Fi to fixed route and paratransit vehicles](#)
- [Upgrade Skagit Transit website and improve accessibility](#)

[Figure T-14: Skagit Transit Route 40X](#)

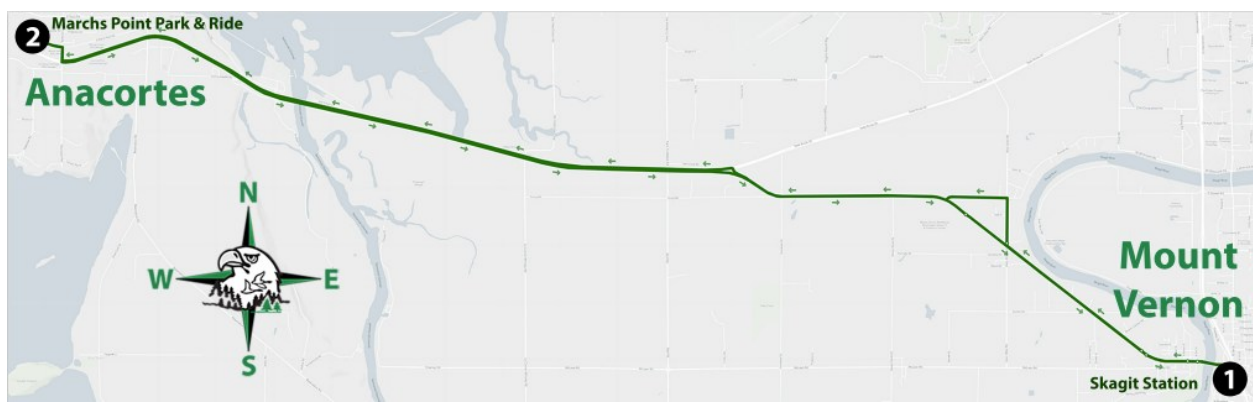


Figure T-15: Skagit Transit Route 409

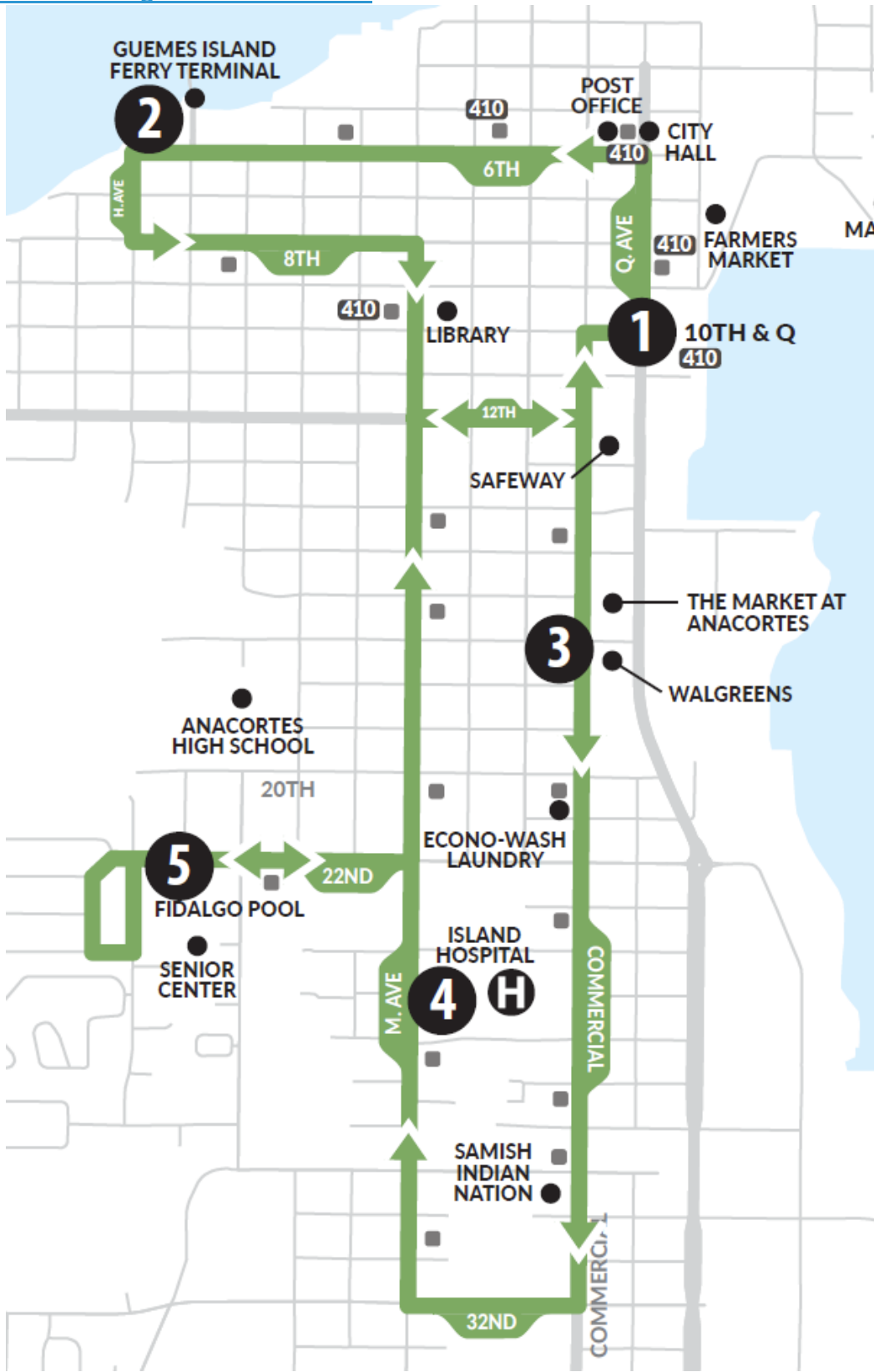


Figure T-16: Skagit Transit Route 410

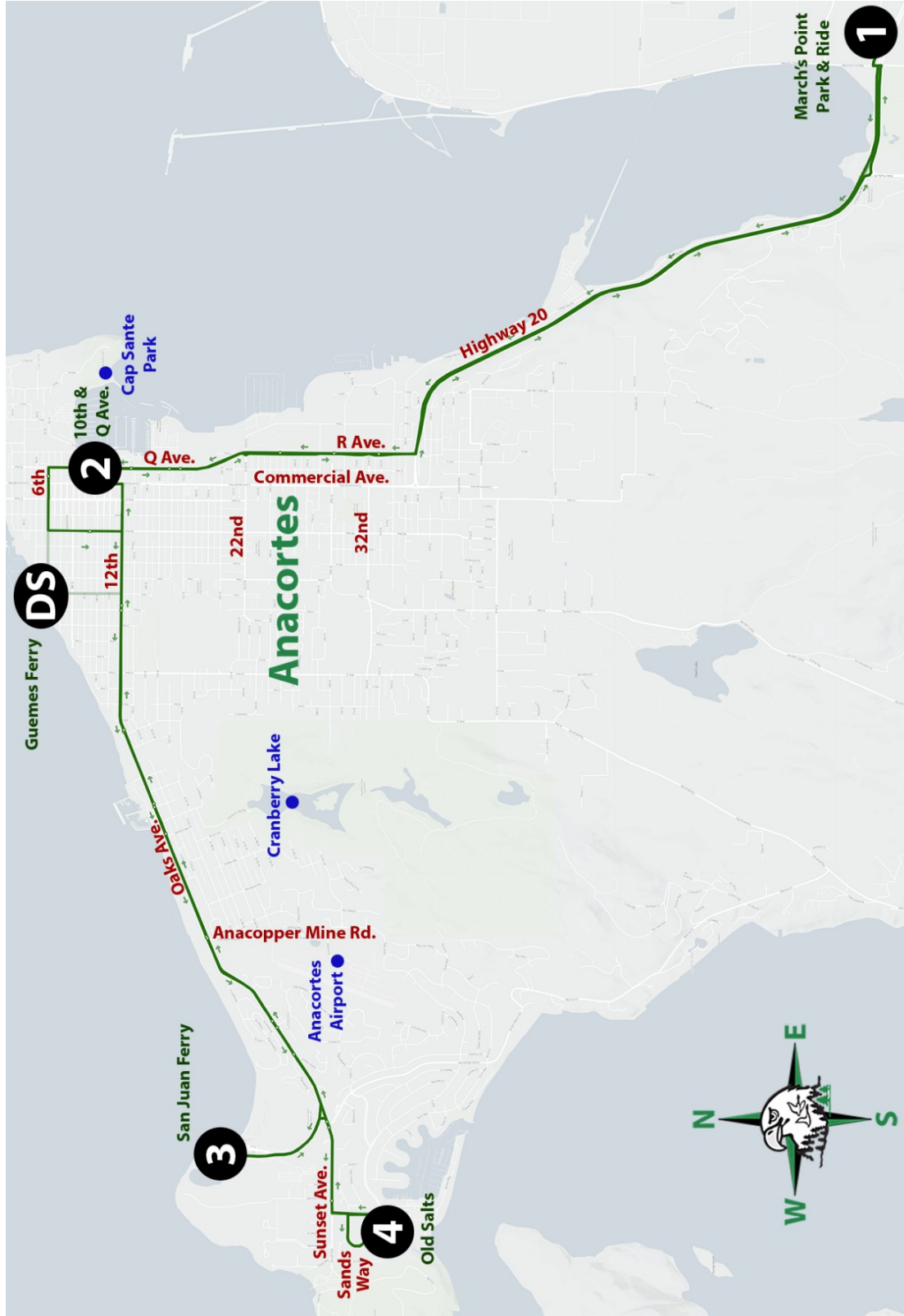
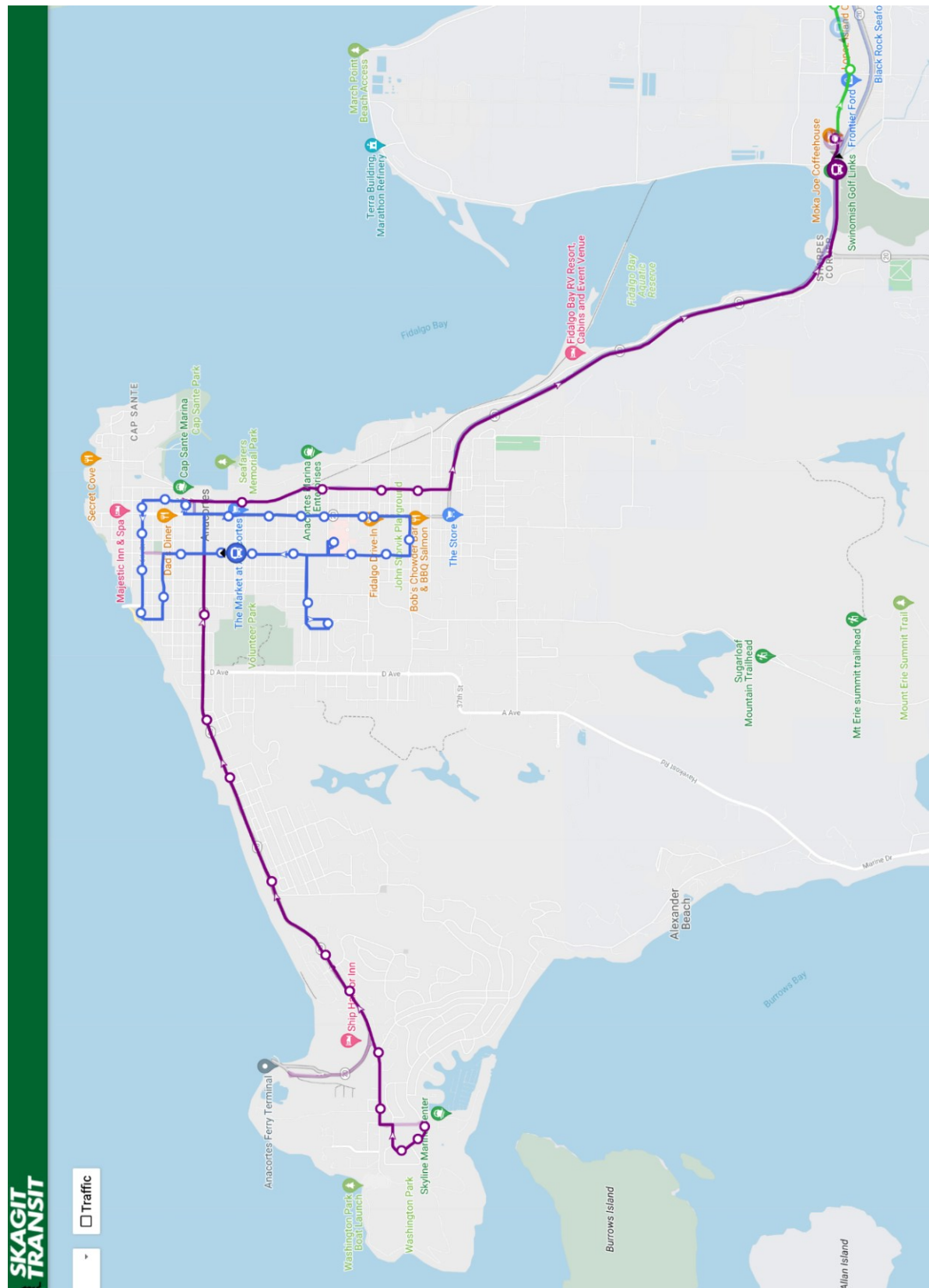


Figure T-17: Bus Stop Locations on Skagit Transit Routes in Anacortes



Transit LOS Standards

In addition to LOS for vehicles and active transportation, the GMA also requires cities to include LOS standards for transit in the Transportation Element. The City of Anacortes does not provide transit service or make transit funding decisions, but the City does control the public right-of-way in which transit buses operate. The City also coordinates and partners with Skagit Transit in supporting transit service to local and regional destinations. The City of Anacortes has completed an Americans with Disabilities Act (ADA) Transition Plan and can prioritize ADA investments in the public right-of-way to help support transit accessibility, connectivity, and safety, which benefits both the City and Skagit Transit.

Transit LOS standard: Accessibility and connectivity of ADA ramps, crosswalks, and sidewalks or walking paths connecting to Skagit Transit bus stops within City of Anacortes public right-of-way. Skagit Transit establishes its own level of service standards in its Strategic Plan document.

Figure T-18: Transit Levels of Service Standards

LOS	Transit Standard
Green	ADA Compliant Pedestrian Connection to Transit Stop
Orange	Non-compliant Pedestrian Connection to Transit Stop
Red	Missing Pedestrian Connection to Transit Stop

Air Transport

The City of Anacortes is served by two airports: The Anacortes Airport and the Skagit Regional Airport, and one designated seaplane base.

Anacortes Airport

The Anacortes Airport is a Public Use Airport located two miles west of downtown and was purchased with grants from the Federal Aviation Administration (FAA) that require the Port to assure that the airport be available for public use and that fair consideration be given to the interests of the community. At the same time, there are FAA regulations concerning safety and operational issues at Anacortes Airport over which neither the Port nor the City may have any control or authority.

The Port of Anacortes began operations at Anacortes Airport in 1968 and, over the past 50 years, residential neighborhoods have developed that now surround the airport. Runway 18-36 is the only runway and is 3,015 feet long by 60 feet wide, with a paved asphalt surface. Runway illumination is provided by pilot controlled medium intensity runway lights (MIRL), rotating beacon, obstruction lights at the approach end of runway 18/36, runway threshold/end lights (REIL) and precision approach path

[indicator \(PAPI\). All other Airport lights are photocell-activated. Both ends of Runway 18-36 have visual approaches, with vertical guidance to both ends provided by visual approach slope indicators.](#)

[Commercial carrier San Juan Airlines serves the airport. Air freight to the islands, aircraft maintenance, and air transportation manufacturing related to businesses also occur at the airport. The Port has implemented preferred hours of operations to abate noise and safety risks associated with takeoffs and landings between the hours of 2200 and 0600. As a Public Use Airport, hours of operation at the Anacortes Airport cannot be strictly regulated or enforced, however, the recommended procedures are designed to support the safety and comfort of the community while extending welcome to visitors and their operations.](#)

[The 1994 Airport Master Plan states that “the Anacortes Airport was originally designated as a basic utility airport. This type of airport serves all small engine and small twin-engine airplanes used for personal and business purposes, plus some small businesses and air-taxi type twin airplanes.” Precision instrument approach operations are not usually anticipated for basic utility airports. The Port of Anacortes’s 2012 Airport Layout Plan designates the Anacortes Airport as an A1 airport supporting small aircraft types up to 49-foot wingspan \(79-foot taxiways\), which includes single engine, twin engine, small jets, helicopters, etc. The airport operates under visual flying rules \(VFR\) only.](#)

[The planning priorities for the airport are to maintain and enhance airport facilities, support appropriate business opportunities, and promote a healthy relationship with the community. Comprehensive Plan recommendations are based on the Airport Layout Plan \(ALP\), approved by the Port Commission in 2007. Recommendations are consistent with the development agreement between the Port and the City of Anacortes, and the Subarea Plan adopted by the City in 2005 \(Port of Anacortes Comprehensive Plan, 2008\). As shown in Table T-4, both Commercial Operations and Total Airport Operations have remained relatively steady over the past 10 years.](#)

Table T-4. Commercial and Total Airport Operations, 2015-2023

Year	Landings	Passengers Enplaned	Passengers Deplaned	Passengers	Takeoff Counts	Total Operations (takeoffs+landings)
2015	819	Unavailable	Unavailable	1305	8403	16806
2016	131	68	31	99	8,095	16,190
2017	719	539	430	969	5,733	11,466
2018	1,375	1,020	854	1,874	Unavailable	Unavailable
2019	1,048	888	669	1,557	Unavailable	Unavailable
2020	775	422	380	802	1,058	2,116
2021	1,151	737	628	1,365	6,512	13,024
2022	1,278	695	652	1,347	7,044	14,088
2023	1,208	727	692	1,419	Unavailable	Unavailable

[Skagit Regional Airport](#)

[Skagit Regional Airport is owned and operated by the Port of Skagit. It is situated approximately 14 miles east of downtown Anacortes. The Washington State Department of Transportation Aviation Division has praised the layout of the Skagit Regional Airport for its high level of compliance with WSDOT guidance](#)

[on compatible land use due to the large industrial and agricultural buffers that surround it and minimize risk and mitigate noise impacts.](#)

[The Skagit Regional Airport has two runways. Runway 10-28 is 5,477 feet long, 100 feet wide and paved with asphalt. Lighting is provided by pilot controlled medium intensity runway lights. Runway 10 is equipped with runway end indicator lights \(REIL\) and visual approach slope indicators \(VASI\). This runway has non-precision NDB and GPS approaches. Runway 28 is equipped with REIL's and VASI's and has a non-precision GPS approach. Runway 4-22 is 3,000 feet long and 60 feet wide with a paved asphalt surface and visual approaches to both ends.](#)

[Skyline Seaplane Base](#)

[Skyline Seaplane Base is located in Skagit County just outside the entrance to the Skyline Marina on Burrows Bay, with docking facilities located within the marina. The Seaplane Base has one waterway, Northeast-Southeast that is 5,000 feet long by 2,500 feet wide. Approaches to the waterway are visual. The Comprehensive Plan Goal encouraging tourism growth and development of lodging in the downtown core may prompt the need to expand seaplane service in the downtown marina area, with Fidalgo Bay being a potential location for new facilities.](#)

[Marine Transport](#)

[Marine facilities within the City consist of the Port of Anacortes marine terminals and marinas, Washington State Ferries \(WSF\) Anacortes Terminal and Skagit County Guemes Island ferry terminal.](#)

[Port of Anacortes – Marine Terminal](#)

[The Port of Anacortes Marine Terminal is a natural deep-water port located between Seattle, Washington and Vancouver, British Columbia that services bulk cargo, industrial projects and moorage services. The Marine Terminal consists of 3 centrally located piers with direct access to an established heavy haul route to the state highway system. Port facilities include Pier 1, Curtis Wharf, and Pier 2. The primary use of Pier 1 supports Dakota Creek Industries. Pier 1 is 23 feet deep, and 570 feet long. Curtis Wharf is currently used as a working wharf and a dock for commercial boats and ships, providing periodic moorage to a range of users. Curtis Wharf is 24 feet deep and 320 feet long. Pier 2 is used primarily for exporting dry bulk cargoes and for short-term moorage for barges and other vessels. Pier 2 is 37 feet deep, and 462 feet long.](#)

[Port of Anacortes – Marina](#)

[The Port of Anacortes Cap Sante Marina is a customs port-of-entry located within walking and biking distance of historical downtown Anacortes. In addition to permanent and transient moorage, with 150-](#)

[200 berths available, the marina offers numerous amenities. Floats with 20, 30, and 50 ampere power and water accommodate vessels to 120 feet. Shower and laundry facilities are available for guests and tenants on site. The Marina also makes complimentary bikes available to guests and tenants from May through September, weather permitting, which can be checked out for the day through the harbor office.](#)

[Washington State Ferries](#)

[Anacortes Ferry Terminal](#)

[The Anacortes Ferry Terminal is the gateway for State vehicle and passenger ferry service to the San Juan Islands and Sidney, BC, and is one of the busiest terminals in the Washington State Ferry system. It is located at Ship Harbor at the end of SR 20 Spur in the west end of the City of Anacortes. Much of the facility was built in the 1960's and 1970's, including the terminal building. Four toll booths serve 16 holding lanes with a total capacity for 540 vehicles. There are also three holding lanes for offloading traffic waiting to clear U.S. Customs, with a total capacity of 100 vehicles. Parking is spread throughout the site with 4 lots for ferry riders and at least 5 employee parking spots. A significant amount of freight truck traffic must be accommodated on the ferry to the four ferry-served San Juan Islands.](#)

[In 2023 the WSDOT replaced the tollbooths, adding ADA accessible tolling and restroom facilities, storage and technology connections to the booths, and a canopy over the transaction area to protect customers and employees from inclement weather during transactions. Building and site design utilized native materials and vegetation, with overall design elements similar to other WSDOT ferry facilities in the region \(WSDOT, 2024\).](#)

[Skagit County Guemes Island Ferry](#)

[Terminal](#)

[Skagit County is one of four counties in Washington state that owns and operates its own ferry system, which runs between Anacortes and Guemes Island. The Guemes Island Ferry terminal is located at the northern terminus of I Avenue in downtown Anacortes. A round-trip crossing of the nearly ¾ mile channel takes approximately 20-25 minutes.](#)

[Currently, during non-peak seasons, the ferry makes 159 round-trip scheduled crossings per week. Scheduled crossings increase to 165 trips per week during the peak season. The sailing schedule allows for additional runs to accommodate heavy traffic volumes as needed during certain times. Hazardous materials are permitted on specified crossings, to the exclusion of other vehicles for safety reasons. Scheduled crossings may also be canceled for emergency purposes. Real time schedule, cameras, weather, and sailing information is available on the Skagit County Guemes Island Ferry web page.](#)

The current vessel, V/M Guemes, was built in 1979 and has been in operation 7 days per week, 365 days per year, since entering service in 1980. The vessel is 124 feet long and can carry 22 cars, 99 passengers and 3 crew members. In addition to the vessel, the ferry system includes docks, transfer spans and machinery, dolphins, wingwalls, terminal buildings, parking lots, and loading approach facilities. The current dock and facilities were built in 1980 when the M/V Guemes was put into service. The bridge, mechanical, electrical and hydraulic systems have been well maintained, but the mechanical and electrical systems required upgrades in 2014. In 2010, the creosote dolphins on the dock structures at the Guemes Island landing were replaced with steel pilings, and the wing walls on both the Guemes and Anacortes landings were replaced, and in 2011 a rehabilitation on the docks at both landings was completed that included replacement of the girders on approach spans. The remaining five creosote dolphins and other creosote sections of the Anacortes landing were replaced with steel components by 2016.

Skagit County has been studying how to replace the existing ferry vessel and more information about this process, as well as the 2025-2038 Fourteen Year Ferry Capital Improvement Plan, is available on the Projects, Report, and Documents web page.

Future Transportation Needs (2045)

The City of Anacortes is anticipated to grow by 4,988 residents between 2022 and 2045. The City worked with Skagit County, other cities, tribes, and SCOG to identify future growth allocation to each part of the region, including housing units and employment. These growth allocations were incorporated into the SCOG regional travel demand model, which was then used to distribute expected vehicle traffic associated with growth to predict where PM peak hour (4:00-6:00pm) traffic congestion may emerge. The SCOG travel demand model focuses only on vehicle trips and roadway capacities but does allow the City to determine locations that need to be monitored over time for improvements.

Generally, the citywide multimodal transportation system will need to be improved in several ways, including but not limited to:

- Some intersections will need to be improved for traffic control and safety purposes
- Systemic and location-specific safety improvements will be needed
- Sidewalks and bikeways are needed on the citywide Active Transportation Network
- ADA upgrades are needed on sidewalks, intersection, and crosswalks, and
- There will be needs for on-going maintenance and repair.

The City will continue to monitor growth over time to ensure that transportation capital facilities can be provided, as needed, over the long term.

The following categories are included in the future needs section:

- Future Land Use Assumptions
- Travel Demand Model and Update Process
- Vehicle Travel Demand Forecasts
- Recommended Multimodal Improvement Projects
- 20 Year Transportation Revenue and Expenditure Forecasts
- Intergovernmental Coordination

Future Land Use Assumptions

GMA requires that the Transportation Element plans for a multimodal transportation network that is adequate to meet the travel demands created by residents, businesses, and visitors over the 20-year planning period with land use designations as the basis for estimating future travel. While each agency is responsible for developing its own transportation plan, transportation facilities in one jurisdiction may affect demand created from growth in neighboring jurisdictions so regional coordination and consistency is very important.

In the Skagit Council of Governments (SCOG) regional travel demand model, Skagit County is divided into transportation analysis zones (TAZ). These are geographic areas based on census tracts, city limits, physical features, and other boundaries. TAZs are smaller in urbanized areas, such as Anacortes, than in rural County areas due to the relative concentration of population. Land use, housing, and employment data for the TAZs inform the assessment of future transportation demands that result from growth.

The analysis for the 20-year forecast of travel demands and growth impacts to transportation facilities requires assumptions to be made about multimodal travel behavior and land use context, as well as the realities of maintaining multimodal LOS standards within anticipated funding resources and the feasibility of implementing construction programs within the context of other public policies.

The Countywide Planning Policies allocate the adopted population and commercial/industrial employment targets among the various Skagit County jurisdictions, including the City of Anacortes. Comprehensive plan policies distribute growth to urban and rural areas using residential densities and non-residential land use intensities for each jurisdictions adopted zoning. This provides the starting point for estimating how future residents and employees will use the multimodal transportation system.

Regional Travel Demand Model

The SCOG regional travel demand model has a base year of 2018 and a future horizon year of 2045 with SCOG staff documentation outlining land use control totals, shown below.

Table T-5. Adopted Land Use Control Totals by Area

Area	Adopted Totals for Original SCOG Model¹		Fall 2023 Adopted Totals²		
	2018	2045	2022	2024³	2045
<u>Households</u>					
Anacortes	7,522	10,896	7,921	8,177	10,863
Burlington	3,916	5,671	4,295	4,542	7,138
Mount Vernon	12,976	18,608	13,132	13,582	18,312
Sedro-Woolley	4,674	6,851	5,184	5,414	7,830
Concrete	397	578	414	423	521
Hamilton	119	176	117	117	117
La Conner	475	691	495	506	619
Lyman	165	241	154	154	154
Bayview Ridge	746	782	657	657	657
Swinomish	1,107	1,600	1,067	1,077	1,185
Rural (outside UGAs)	14,471	17,730	14,892	15,195	18,382
Total	46,568	63,824	48,328	49,844	65,778
<u>Employment</u>					
Anacortes	9,477	11,501	9,503	9,776	12,648
Burlington	11,028	14,101	11,640	12,142	17,410
Mount Vernon	17,864	22,935	18,781	19,196	23,559
Sedro-Woolley	4,921	9,259	4,640	4,849	7,040
Concrete	427	530	391	401	506
Hamilton	491	564	466	468	489
La Conner	879	1090	1,020	1,097	1,905
Lyman	59	118	56	58	76
Bayview Ridge	2,498	4,240	2,962	3,131	4,901
Swinomish	1,384	1,717	1,140	1,178	1,579
Rural (outside UGAs)	7,541	8,944	8,972	9,060	9,987
Total	56,569	74,999	59,571	61,356	80,100

Source: SCOG, 2024; Transpo Group, 2024

1. From [Skagit 2045 Regional Transportation Plan](#) documentation “Methodology for Estimating Population and Employment for Regional Travel Demand Model 2018-2045” (Provided by SCOG, April 2024). See page 10 for households and page 14 for employment.
2. From “Initial Growth Allocations Tables 2023-12-20.xlsx” (Provided by SCOG, April 2024) and represents the totals adopted in Fall 2023 for each area for 2022 and 2045.
3. The numbers shown for the year 2024 are based on straight-line interpolation from the 2022 and 2045 numbers.

2024 Travel Demand Model Update Process

New land use control totals by area were developed and adopted late in Fall 2024. Table T-5, above, shows the new 2022 and 2045 control totals by area provided by SCOG staff. The model update process focused on updating the trips generated in the original model based on a conversion factor for each region of the County. At the time of the model update, only the control totals by area were established, and any further land use information was not available for specific transportation analysis zones (TAZs).

The conversion factors shown in Table T-6 were applied to each TAZ within the 11 areas in the SCOG Model to account for land use changes adopted for each area. Conversion factors were first developed separately for the number of households and for employment. The final conversion factor used in the SCOG Model was an average of the household and employment conversion factors. It should be noted that two items were left unchanged:

- 1) Trip generation for external TAZs were left unchanged. It was assumed that the land use updates would not trigger major changes in external assumptions, so external assumptions would be effectively the same for the purposes of agency planning needs.
- 2) Existing and future model networks were left unchanged from the original model, keeping overall assumptions about future projects the same for analysis purposes.

Table T-6. Model Trip Generation Conversion Factors by Area

Area	Conversion Factors from 2018 to 2024 SCOG Model Trip Generation ¹			Conversion Factors from 2045 (Old) to 2045 (New) SCOG Model Trip Generation ¹		
	Households	Employment	Combined ²	Households	Employment	Combined ²
Anacortes	1.0871	1.0316	1.0593	0.9970	1.0997	1.0484
Burlington	1.1599	1.1010	1.1304	1.2587	1.2347	1.2467
Mount Vernon	1.0467	1.0746	1.0606	0.9841	1.0272	1.0057
Sedro-Woolley	1.1583	0.9854	1.0718	1.1429	0.7603	0.9516
Concrete	1.0655	0.9391	1.0023	0.9014	0.9547	0.9281
Hamilton	0.9832	0.9532	0.9682	0.6648	0.8670	0.7659
La Conner	1.0653	1.2480	1.1566	0.8958	1.7477	1.3218
Lyman	0.9333	0.9831	0.9582	0.6390	0.6441	0.6415
Bayview Ridge	0.8807	1.2534	1.0670	0.8402	1.1559	0.9980
Swinomish	0.9729	0.8512	0.9120	0.7406	0.9196	0.8301
Rural (outside UGAs)	1.0500	1.2014	1.1257	1.0368	1.1166	1.0767
Total	1.0703	1.0846	1.0775	1.0306	1.0680	1.0493

Source: Transpo Group, 2024

1. Conversion factors based on a ratio of control totals listed in Table 1. For example, in Anacortes the 2018 total was 7,522 and the 2024 total was 8,177; Conversion factor is 8,177 divided by 7,522, or 1.0871.
2. Combined factors are the average of the household and employment factors.

Vehicle Travel Demand Forecasts

The land use forecasts for Anacortes, Skagit County, and other local cities were used in the SCOG travel demand model to develop travel forecasts for vehicle trips. As expected, based on the land use allocations, the greatest growth in vehicle trips was in or near the urban centers and along Interstate 5 and other state highways that connect these urban centers to other urban centers in the region. Most County roadways did not see the same amount of growth as exhibited in urban centers. The future (2045) forecast for PM peak hour vehicle trips on County roadways is shown in Figure T-18 below.

Baseline Assumptions

The 2045 Baseline model was developed based on capacity improvement projects identified in prior plans and project lists prepared by WSDOT, Skagit Council of Governments, Washington State Ferries, and the other adjacent cities. Some of these improvements are funded or are expected to be funded in the next few years. These projects were generally limited in scope, within urban areas, and did not dramatically change traffic patterns from existing conditions.

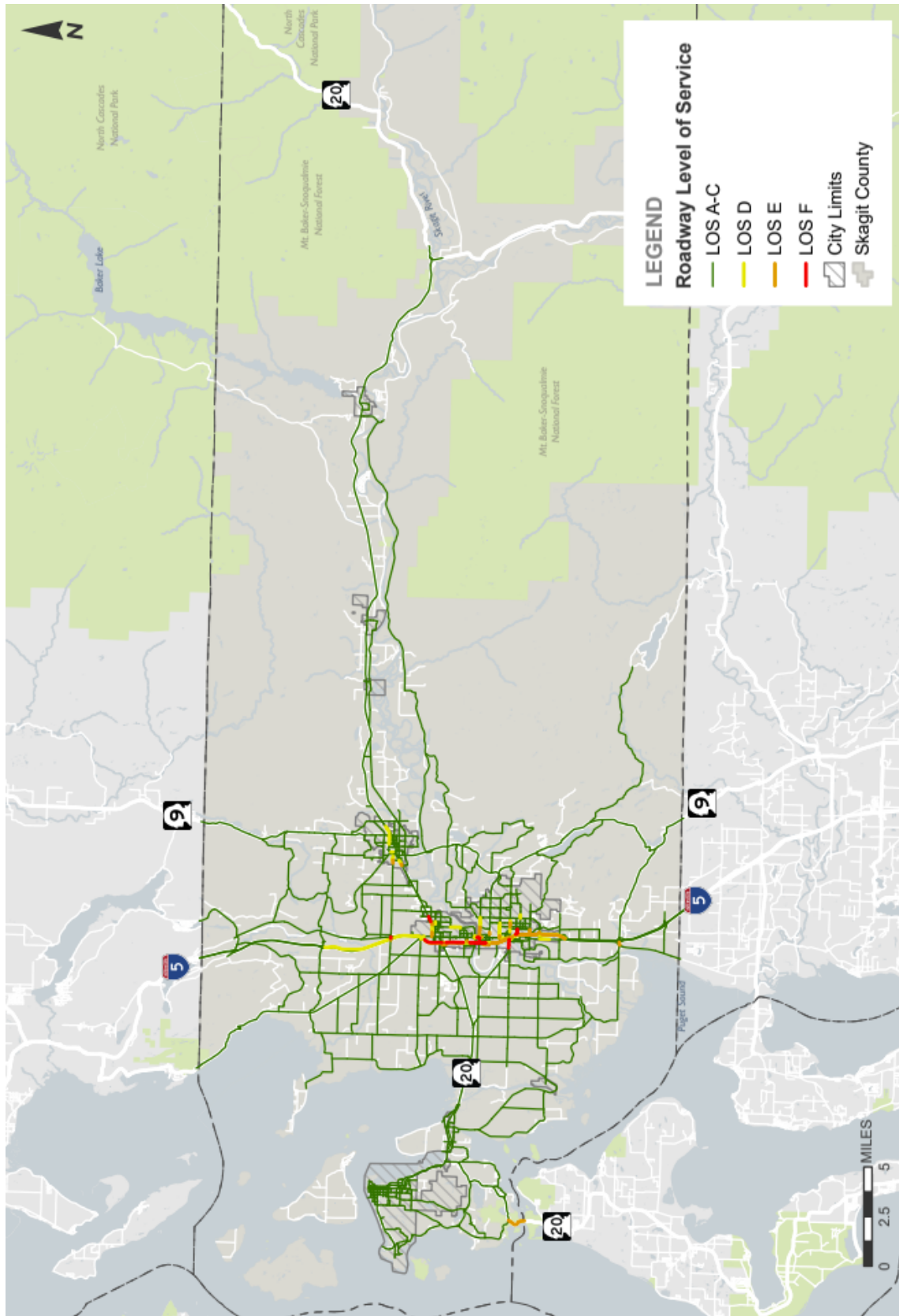
Baseline Capacity Needs

A major focus of the GMA transportation planning requirements is on the determination of MMLOS standards, deficiencies, and on funding transportation projects to address them. Projects on the Anacortes six-year transportation improvement program (TIP) typically reflect needs identified from the ADA Transition Plan, the Active Transportation Network, and various safety plans and studies, as well as anticipated grant funding opportunities.

County Roadway LOS Forecast

The travel demand model was reviewed to understand if any roadway segments have volumes that are near the roadway capacities coded in the model and confirmed that only the currently identified High Traffic County Road Segments had volumes approaching capacity. According to the SCOG model forecast for 2045, and as shown in **Figure 23**, the County road segments surrounding Anacortes are expected to remain at volume levels consistent with the adopted LOS D standard.

Figure T-18: Future Forecast (2045) Roadway LOS Conditions



State Highway LOS Forecasts

[The SCOG 2045 Regional Transportation Plan \(RTP\) identifies the effects of growth on the regional transportation system including state routes, county roads, and city roads. As described in the SCOG RTP, the plan is a link between the local agency transportation plans and the Washington State Transportation Plan \(WTP\) administered by the Washington State Department of Transportation \(WSDOT\).](#)

[The allocation of land use based on Countywide Planning Policies assigns most of the planned growth within existing urban areas, such as Anacortes. Vehicular travel demand from areas of Skagit County outside cities is expected to have minimal impacts on either County or state-owned transportation facilities, but additional active transportation improvements will be needed on City, County, and State transportation facilities. One exception is the section of SR 20 south of Anacortes in Skagit County on the bridge over Deception Pass, which is expected to function at LOS standard E \(v/c 0.90-0.99\) during the PM peak hour. This bridge connects Skagit and Island counties, cannot be expanded to add vehicle capacity, and the WSDOT LOS standard should be changed to LOS standard E.](#)

Intersection Operations

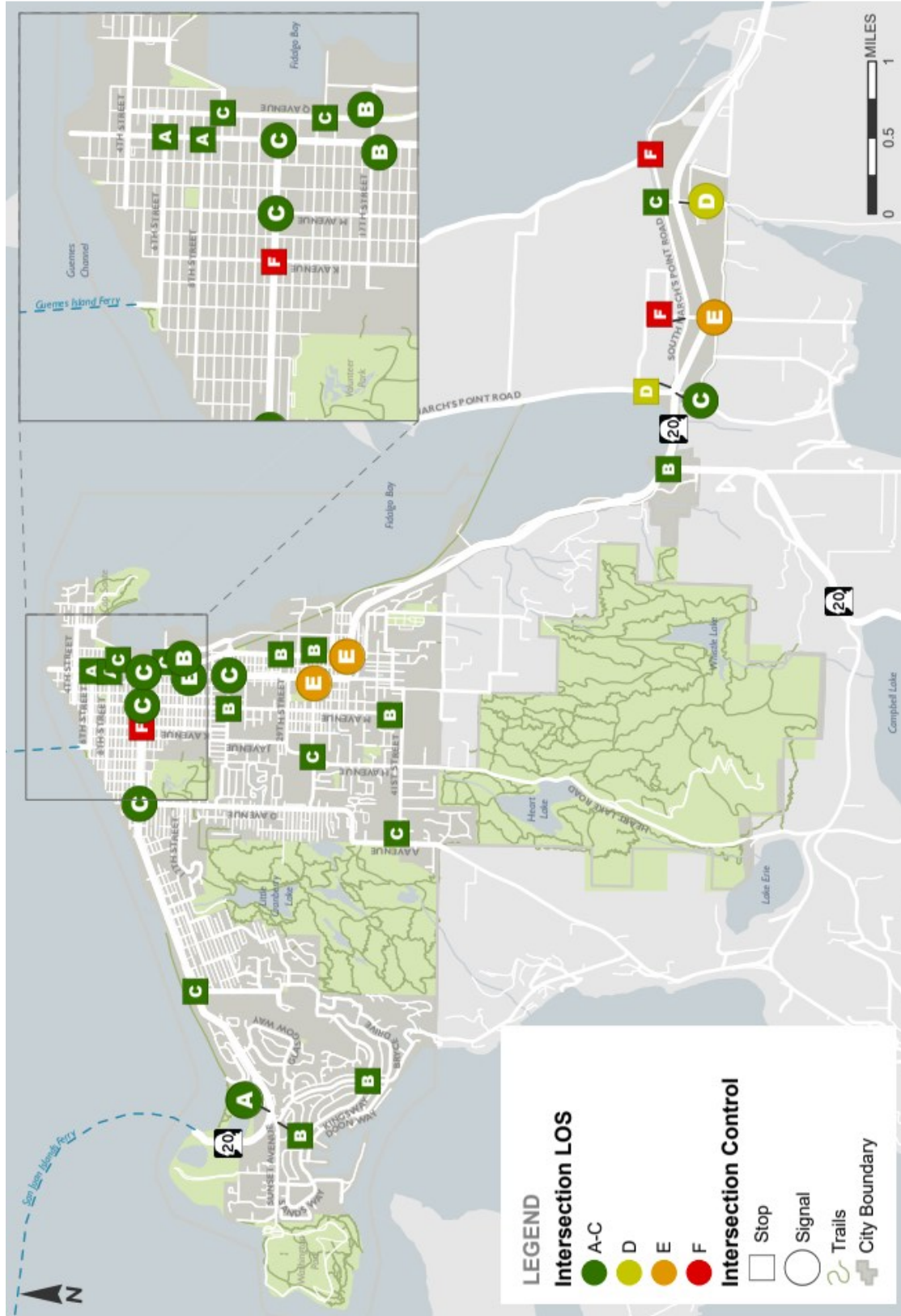
[The SCOG model roadway LOS assessment and forecasts do not consider intersection operations or railroad crossing impacts. Traffic counts were collected at both signalized and unsignalized intersections in Anacortes and LOS calculations were made for 2024 \(Table T-3\) and 2045 \(Table T-7\) using Highway Capacity Manual methodology.](#)

Table T-7. Future (2045) Forecast of Intersection LOS

ID	North/South Road	East/West Road	Jurisdiction	Control	LOS 2024	LOS 2045
1	Commercial Ave	6th Street	Anacortes	AWSC	A	A
2	Commercial Ave	8th Street	Anacortes	AWSC	A	A
3	Q Avenue	9th Street	Anacortes	TWSC	C	C
4	Anaco Beach Rd	Sunset Avenue	Anacortes	TWSC	B	B
5	Sunset Ave	Ferry Terminal Rd	WSDOT	Signal	A	A
6	Anacopper Rd	SR 20	WSDOT	TWSC	B	C
7	D Avenue	12th Street	WSDOT	Signal	B	C
8	K Avenue	12th Street	WSDOT	TWSC	E	F
9	M Avenue	12th Street	WSDOT	Signal	B	C
10	Commercial Ave	12th Street	WSDOT	Signal	C	C
11	Q Avenue	Seafarer's Way	Anacortes	TWSC	C	C
12	Commercial Ave	17th Street	WSDOT	Signal	B	B
13	Q Avenue	17th Street	Anacortes	Signal	A	B
14	M Avenue	22nd Street	Anacortes	AWSC	B	B
15	Commercial Ave	22nd Street	WSDOT	Signal	C	C
16	R Avenue	28th Street	Anacortes	TWSC	B	B
17	I Avenue	32nd Street	Anacortes	AWSC	B	C
18	Commercial Ave	32nd Street	WSDOT	Signal	C	E
19	R Avenue	32nd Street	Anacortes	TWSC	B	B
20	Anaco Beach Rd	Kingsway	Anacortes	TWSC	B	B
21	A Avenue	41st Street	Anacortes	TWSC	B	C
22	M Avenue	41st Street	Anacortes	TWSC	B	B
23	R Avenue	SR 20	WSDOT	Signal	C	E
24	SR 20	Fidalgo Bay Rd	WSDOT	TWSC	B	B
25	March's Point Rd	SR 20	WSDOT	Signal	B	C
26	Thompson Rd	SR 20	WSDOT	Signal	D	E
27	Reservation Rd	SR 20	WSDOT	Signal	C	D
28	March's Point Rd West	S March Point Rd	Anacortes	TWSC	B	D
29	Bartholemew Rd	S March Point Rd	Anacortes	TWSC	C	F
30	Reservation Rd	S March Point Rd	Anacortes	TWSC	B	C
31	March's Point Rd East	S March Point Rd	Anacortes	TWSC	B	F

Note: The intersections that are not expected to meet the adopted WSDOT vehicular LOS D standard in 2045 are all located on SR 20 and SR 20 Spur. All, or most of these intersections are subject to pulses of vehicle traffic throughout the day, as well as seasonally, from the State ferry system or from shift work at the oil refinery and much of this vehicle traffic is generated by visitors or workers who are not City residents. Widening the intersections to add turn lanes or roundabouts should only be pursued for safety purposes, not for added vehicle capacity.

Figure T-19: Future (2045) Forecast of Intersection LOS



Long Range Multimodal Transportation Improvement Project List

Based on the SCOG model analysis, intersection operations assessment, the creation of a citywide Active Transportation Network and MMLOS standards, the City has identified multimodal transportation improvement projects that may be necessary to accommodate growth over the 20-year planning period.

In addition, the City of Anacortes completed a Comprehensive Safety Action Plan (CSAP) that identifies both systemic and location-specific safety improvements intended to reduce or eliminate fatalities and serious injuries on City streets an SR 20 Spur.

Intersection LOS Improvements

As documented above, the intersections listed in Table T-14 below are not expected to operate within adopted City or WSDOT intersection LOS standards. Some of these locations will need to be addressed by the City of Anacortes, some by WSDOT, and some by both the City and WSDOT working together.

Table T-8. Existing and Future Intersection LOS Performance and Improvement Needs						
Project Number	Street or Intersection	2024	2045	Recommended Project Improvements	Estimated Cost	City Street or State Route
I-1	12th Street / K Avenue	E	F	Traffic Signal or Roundabout	\$2,250,000	City/WSDOT
I-2	March Pt Rd East / March's Pt Rd	B	F	3-Way Stop-Control	\$50,000	City
I-3	March Pt Rd / Bartholemew	C	F	4-Way Stop-Control	\$50,000	City
I-4	Commercial (SR 20) / 32nd Street	C	E	Signal Timing and Lower LOS to E	\$50,000	City/WSDOT
I-5	SR 20 Spur / R Avenue	C	E	Signal Timing and Lower LOS to E	\$50,000	WSDOT
I-6	SR 20 Spur / Thompson	D	E	Signal Timing and Lower LOS to E	\$50,000	WSDOT
				Intersection Improvement Costs	\$2,500,000	

Systemic and Location-Specific Safety Improvements

The City of Anacortes completed a Comprehensive Safety Action Plan (CSAP) with a USDOT Safe Streets and Roads for All (SS4A) planning grant and identified several systemic and location-specific safety improvements in Table T-15, below. The City can apply for SS4A implementation grants to fund and construct any of these projects, but a 20% local match is required to apply for the grant.

Table T-9. Systemic and Location-Specific Safety Improvement Needs (2025 Comprehensive Safety Action Plan)							
Project Number	Street or Intersection	From	To	Linear Feet	Recommended Project Improvements	Estimated Cost	City Street or State Route
S-1	Reservation Rd/S. March's Point Rd				Overhead lighting, advance warning signs and street markings, overhead signs.	\$111,000	City
S-2	Anacopper Rd/Pennsylvania Ave at Airport Rd				Install curve warning signs and thin/remove vegetation along roadway	\$67,000	City
S-3	Commercial Avenue	SR 20 Spur	12th Street	10,613	Retroreflective backplates on signal heads, flashing yellow arrow signals, leading pedestrian interval, four pedestrian hybrid beacon locations, vehicle lane narrowing, curb extensions, driveway consolidation, access management, marked bike lanes.	\$2,839,000	State Route (SR 20 Spur)
S-4	Commercial Avenue	12th Street	4th Street	3,590	Pedestrian hybrid beacons, driver feedback speed limit signs, curb extensions, crosswalks, on-street parking, street sign enhancements.	\$3,689,000	State Route (SR 20 Spur)
S-5	32nd Street	H Avenue	R Avenue	5,280	Retroreflective backplates on signal heads, flashing yellow arrow signals, leading pedestrian interval, street sign and street marking enhancements.	\$115,000	City
S-6	22nd Street	M Avenue	Q Avenue	2,270	Retroreflective centerline and edge lines; Retroreflective backplates on signal heads, flashing yellow arrow signals, leading pedestrian interval, street sign and street marking enhancements.	\$119,000	City
S-7	12th Street (SR 20)	K Avenue	Commercial Avenue	2,851	Pedestrian hybrid beacons; Retroreflective backplates on signal heads, flashing yellow arrow signals, leading pedestrian interval, street sign and street marking enhancements.	\$439,000	State Route (SR 20 Spur)
S-8	Oakes (SR 20)	Anacopper Rd	G Avenue	12,038	Separated bike lane, driver feedback speed limit signs, retroreflective backplates on signal heads, high-visibility crosswalk enhancements, leading pedestrian interval, street sign and street marking ehancements.	\$4,718,000	State Route (SR 20 Spur)
S-9	SR 20 Spur Highway	Commercial Avenue	Eastern City limit	37,013	Driver speed limit feedback signs, install rumble strips, wider retroreflective edge lines, enhance street signs and markings, retroreflective backplates on signal heads, flashing yellow arrows, add right-turn lane at Thompson Rd.	\$719,000	State Route (SR 20 Spur)
S-10	O Avenue	15th Street	3rd Avenue	4,910	Pedestrian hybrid beacon, retroreflective center and edge lines, driveway consolidation and access management, enhance street signs and markings.	\$1,800,000	City
					Systemic Safety Improvement Costs	\$14,616,000	

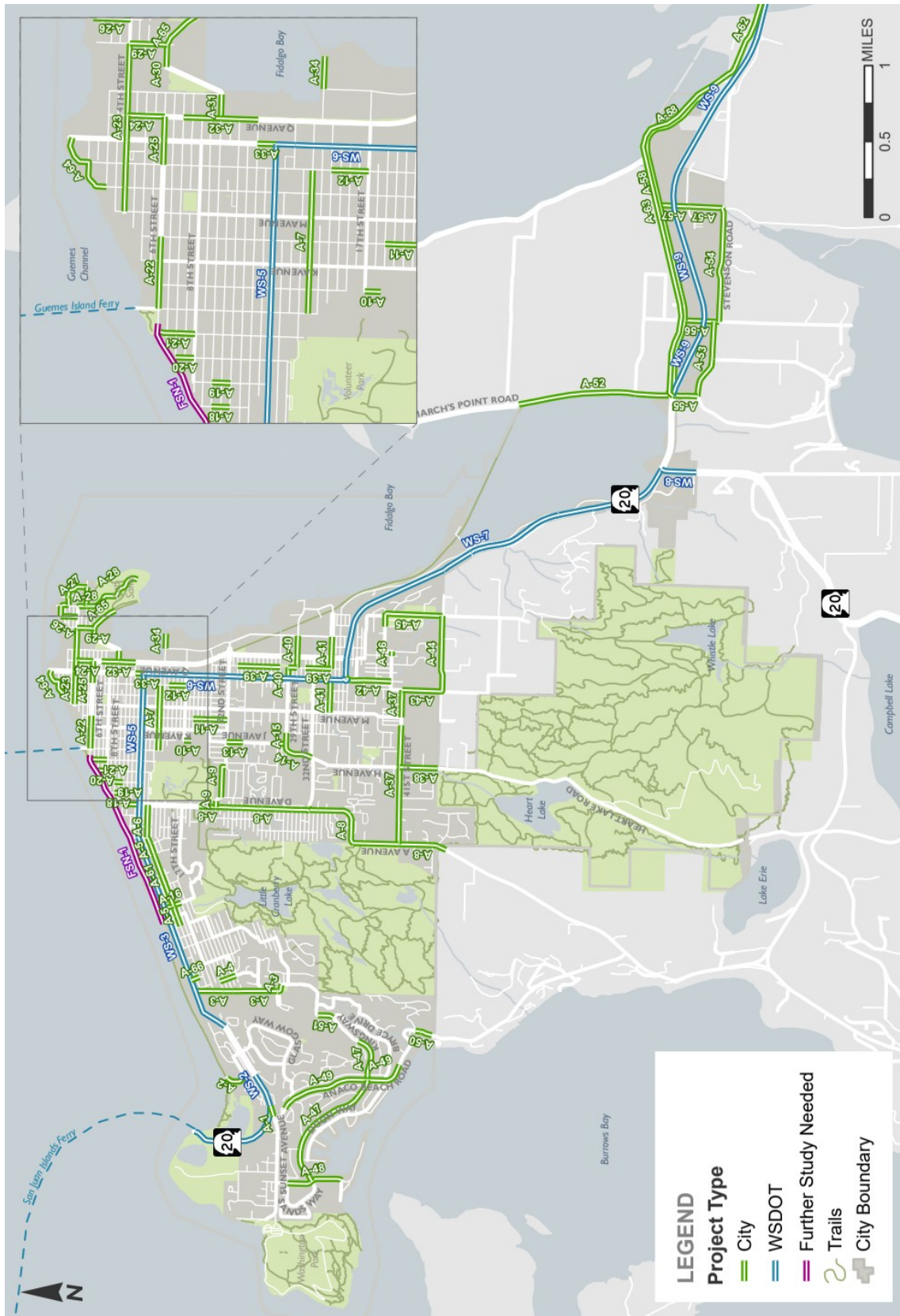
Figure T-20: Comprehensive Safety Action Plan Project Locations



Table T-10.a. Active Transportation Network Improvement Needs (Prioritized by the Anacortes Bicycle & Pedestrian Advisory Committee)							
Project Number	Street or Intersection	From	To	Linear Feet	Recommended Project Improvements	Estimated Cost	City Street or State Route
A-11	L AVENUE	18th St	22nd St	1184	Alternate ADA Walkways; Bike Route Signs	\$333,775	City
A-24	Q AVENUE	4th St	6th St	591	Sidewalk Exists; Bike Route Signs/Sharrows	\$1,183	City
A-28	V AVENUE	4th St	Cap Sante Park	2574	ADA Concrete Sidewalks; Bike Route Signs/Sharrows	\$1,716,720	City
A-29	T AVENUE	4th St	6th St	591	Sidewalk Exists; Bike Route Signs/Sharrows	\$1,182	City
A-32	Q AVENUE	7th St	11th St	1184	Sidewalk Exists; Marked Bike Lanes	\$187,018	City
A-33	COMMERCIAL AVENUE	11th St	12th St	296	Sidewalk Exists; Marked Bike Lanes	\$46,757	City
A-34	SEAFARERS' WAY	R Ave	Dead End	516	ADA Concrete Sidewalks; Bike Route Signs/Sharrows	\$344,098	City
A-39	Q AVENUE	34th St	23rd St (West side)	2661	ADA Concrete Sidewalks; Bike Route Signs/Sharrows	\$1,774,749	City
A-4	OHIO AVENUE	4th St	6th St	592	ADA Concrete Sidewalks; Bike Route Signs/Sharrows	\$394,864	City
A-42	COMMERCIAL AVENUE	Fidalgo Ave	SR 20 Roundabout	1607	ADA Concrete Sidewalks; Bike Lanes	\$1,322,799	City
A-5	WEST 2ND STREET	A Ave	Illinois Ave	3303	ADA Concrete Sidewalks; Bike Route Signs/Sharrows	\$2,203,136	City
A-52	MARCH'S POINT ROAD	SR 20	to Fidalgo (City limit)	5260	Alternate ADA Walkways; Bike Lanes	\$2,304,089	City
A-66	Isle Way Easement	Isle Way	SR 20	311	Paved Pathway	\$86,966	City
A-8	D AVENUE	19th St	Southern City Limits	9632	ADA Concrete Sidewalks; Marked Bike Lanes	\$7,926,909	City
A-9	21ST STREET	D Ave	22nd St	1394	ADA Concrete Sidewalks; Bike Route Signs/Sharrows	\$929,862	City
WS-2	OAKES AVENUE	Ferry Terminal Rd	Harbor View Pl	1189	ADA Concrete Sidewalks; Buffered Bike Lanes	\$1,103,313	State
WS-3	OAKES AVENUE	Eagle View Ct	A Ave	7393	ADA Concrete Sidewalks; Buffered Bike Lanes	\$6,860,521	State
WS-4	12TH STREET	D Ave	A Ave	1140	ADA Concrete Sidewalks; Buffered Bike Lanes	\$1,057,457	State
WS-5	12TH STREET	D Ave	Commercial Ave	4559	Sidewalk Exists; Buffered Bike Lanes	\$1,198,912	State
WS-6	COMMERCIAL AVENUE	12th St	SR 20 Roundabout	7171	Sidewalk Exists; Buffered Bike Lanes	\$1,886,003	State
A-1	SUNSET AVENUE	Sunriser's Lane	San Juan Ferry Lot	402	ADA Concrete Sidewalks; Bike Lanes	\$330,652	City
A-10	J AVENUE	17th St	Dead End	251	ADA Concrete Sidewalks; Bike Route Signs/Sharrows	\$167,239	City
A-12	O AVENUE	15th St	16th St	591	ADA Concrete Sidewalks; Bike Route Signs/Sharrows	\$394,382	City
A-13	J AVENUE	22nd St	25th St	574	ADA Concrete Sidewalks; Sharrows Exist	\$381,743	City
A-14	J AVENUE	32nd St	28th St	1445	ADA Concrete Sidewalks; Sharrows Exist	\$961,228	City
A-22	6TH STREET	I Ave	L Ave	1139	Sidewalk Exists; Bike Route Signs/Sharrows	\$2,278	City
A-23	4TH STREET	M Ave	T Ave	2660	Sidewalk Exists; Bike Route Signs/Sharrows	\$5,319	City
A-25	6TH STREET	O Ave	Q Ave	760	Sidewalk Exists; Bike Route Signs/Sharrows	\$1,520	City
A-30	6TH STREET	T Ave	Market St	354	Sidewalk Exists; Bike Route Signs/Sharrows	\$707	City
A-31	9TH STREET	R Ave	Q Ave	380	Sidewalk Exists; Bike Route Signs/Sharrows	\$761	City
A-37	41ST STREET	A Ave	O Ave	5091	ADA Concrete Sidewalks; Bike Lanes	\$4,189,765	City
A-40	30TH STREET	SR 20	T Ave	1495	ADA Concrete Sidewalks; Bike Route Signs/Sharrows	\$997,282	City
A-41	34TH STREET	M Ave	T Ave	2253	ADA Concrete Sidewalks; Bike Route Signs/Sharrows	\$1,502,607	City
A-43	O AVENUE	41st St	Haddon Rd	1358	ADA Concrete Sidewalks; Bike Route Signs/Sharrows	\$905,797	City
A-51	KINGSWAY	Bryce Ct	Jasper Way	549	ADA Concrete Sidewalks; Bike Lanes	\$451,770	City
					Active Transportation Improvement Costs (Page 1)	\$41,973,366	

Table T-10.b. Active Transportation Network Improvement Needs (Prioritized by the Anacortes Bicycle & Pedestrian Advisory Committee)							City Street or State Route
Project Number	Street or Intersection	From	To	Linear Feet	Recommended Project Improvements	Estimated Cost	
A-6	13TH STREET	A Ave	D Ave	1139	ADA Concrete Sidewalks; Bike Route Signs/Sharrows	\$760,044	City
A-62	S Marches Pt Road	SR 20 Bridge	City limit	3230	ADA Multiuse Sidepath	\$1,327,675	City
A-63	S Marches Pt Road	March Pt Rd	City limit	13402	ADA Multiuse Sidepath	\$5,508,070	City
A-65	T Ave	6th Ave	Park entrance	977	Ped and Bike Signs	\$1,953	City
A-7	14TH STREET	I Ave	O Ave	2262	ADA Concrete Sidewalks; Bike Route Signs/Sharrows	\$1,508,624	City
WS-1	FERRY TERMINAL RD	Ferry Terminal	SR 20/Sunset Ave	3519	ADA Concrete Sidewalks; Marked Bike Lanes	\$3,265,274	State
WS-8	STATE ROUTE 20	SR 20 Roundabout	South City Limits	1223	Alternate ADA Walkways; Marked bike Lanes	\$664,355	State
A-15	29TH STREET	K Avenue	J Ave	380	ADA Concrete Sidewalks; Bike Route Signs/Sharrows	\$253,672	City
A-16	GEORGIA AVENUE	SR 20	W 3rd St	612	ADA Concrete Sidewalks; Bike Route Signs/Sharrows	\$408,509	City
A-17	D AVENUE	SR 20	10th St	592	ADA Concrete Sidewalks; Bike Route Signs/Sharrows	\$394,771	City
A-18	E AVENUE	9th St	10th St	296	ADA Concrete Sidewalks; Bike Route Signs/Sharrows	\$197,403	City
A-19	F AVENUE	9th St	10th St	296	ADA Concrete Sidewalks; Bike Route Signs/Sharrows	\$197,403	City
A-2	EDWARDS WAY	Schooner Rd	Dead End	644	ADA Concrete Sidewalks; Bike Route Signs/Sharrows	\$429,862	City
A-20	G AVENUE	7th St	8th St	296	ADA Concrete Sidewalks; Bike Route Signs/Sharrows	\$197,332	City
A-21	H AVENUE	8th St	6th St	554	ADA Concrete Sidewalks; Bike Route Signs/Sharrows	\$369,511	City
A-26	V AVENUE	4th St	2nd St	1231	ADA Concrete Sidewalks; Bike Route Signs/Sharrows	\$820,806	City
A-27	3RD STREET	Park Dr	V Ave	1862	ADA Concrete Sidewalks; Bike Route Signs/Sharrows	\$1,242,131	City
A-3	PENNSYLVANIA AVE	SR 20	Tursi Park	3180	ADA Concrete Sidewalks; Marked Bike Lanes	\$2,617,144	City
A-38	H AVENUE	41st St	Heart lake Place	1321	ADA Concrete Sidewalks; Marked Bike Lanes	\$1,087,140	City
A-44	HADDON ROAD	O Ave	Whistle Lake Rd	2655	ADA Concrete Sidewalks; Bike Route Signs/Sharrows	\$1,771,117	City
A-45	HILLCREST DRIVE	West Ave	Haddon Rd	2415	ADA Concrete Sidewalks; Bike Route Signs/Sharrows	\$1,610,951	City
A-46	FIDALGO AVENUE	S Ave	Hillcrest Dr	156	ADA Concrete Sidewalks; Bike Route Signs/Sharrows	\$104,108	City
A-47	KINGSWAY	Skyline Way	Macbeth Dr	6330	ADA Concrete Sidewalks; Marked Bike Lanes	\$5,209,358	City
A-48	SKYLINE WAY	Cabana Lane	Sugarloaf St	1935	ADA Concrete Sidewalks; Marked Bike Lanes	\$1,592,742	City
A-49	ANACO BEACH ROAD	Sunset Ave	Bryce Dr	4586	ADA Concrete Sidewalks; Uphill climb/downhill sharrow	\$3,773,922	City
A-50	MARINE DRIVE	Marine Heights Way	City limits	592	ADA Concrete Sidewalks; Uphill climb/downhill sharrow	\$487,563	City
A-53	SUMMIT PARK ROAD	Thompson Rd	Christenson Rd	2745	ADA Concrete Sidewalks; Bike Route Signs/Sharrows	\$1,830,743	City
A-54	STEVENSON ROAD	Thompson Rd	Reservation Rd	3976	ADA Concrete Sidewalks; Bike Route Signs/Sharrows	\$2,652,175	City
A-55	CHRISTIANSON RD	SR 20	Summit Park	863	ADA Concrete Sidewalks; Bike Route Signs/Sharrows	\$575,330	City
A-56	THOMPSON ROAD	Stevenson Rd	S March Pt Rd	1201	ADA Concrete Sidewalks; Marked Bike Lanes	\$988,540	City
A-57	RESERVATION ROAD	S Marches Pt Rd	Stevenson Rd	2173	ADA Concrete Sidewalks; Marked Bike Lanes	\$1,788,508	City
A-58	MARCH'S POINT RD	March's Pt Rd	City limit	11890	ADA Concrete Sidewalks; Marked Bike Lanes	\$9,785,144	City
A-61	W 2nd St	Dakota Ave	Erie Ave	380	ADA Multiuse Sidepath	\$156,180	City
A-64	Railroad Ave	3rd St	Commercial Ave	1172	Shared Street	\$2,343	City
WS-7	STATE ROUTE 20 SPUR	Commercial RAB	Sharpe's Corner RAB	14369	ADA Concrete Sidewalks; Buffered Bike Lanes	\$13,334,280	State
WS-9	STATE ROUTE 20	Sharpe's Corner RAB	East City limit	15747	ADA Multiuse Sidepath	\$10,471,988	State
FSN-1	Guemes Channel Trail	H Ave	Current trail end	6443	ADA Multiuse Sidepath		City
					Active Transportation Improvement Costs (Page 2)	\$77,386,671	
					Active Transportation Improvement Cost Total	\$119,360,037	

Figure T-21: Active Transportation Network Project Locations



Active Transportation Network Improvements

As documented above, the City of Anacortes has established a citywide Active Transportation Network based on the 2016 Anacortes Walks and Bikes work completed by the Bicycle and Pedestrian Advisory Committee (BPAC). The active transportation improvements listed in Table T-16.a. and 16.b., above, have been evaluated and prioritized for implementation based on relative cost and connectivity benefit by the BPAC.

Cumulative 20-Year Multimodal Transportation Improvement Costs

Based on planning-level cost estimates for City intersection, safety, and active transportation improvements, as well as a 50% share of the active transportation improvements identified on SR 20 Spur, the costs to the City to complete multimodal transportation improvements to accommodate planned growth totals just over \$104 million in 2025 dollars (Table T-17, below).

While SR 20 is a WSDOT Highway of Statewide Significance, it is also a critical corridor for moving people, freight, and goods into and through the city to and from the WSDOT San Juan Island ferry. While the ferry traffic certainly creates vehicle traffic impacts, it also creates economic opportunities for the City as thousands of visitors stop to spend money at local businesses. Therefore, the City has a role to play in helping to fund improvements at some intersections and for ATN improvements on the portion of SR 20 Spur along Commercial, 12th Street, and Oakes Avenue. The high-speed highway-oriented portions of SR 20 Spur are attributed solely to WSDOT.

Table T-11 lists the estimated cumulative costs of the multimodal transportation improvements considered to be needed from 2026-2045.

Table T-11. 20-Year Multimodal Transportation Needs	Costs
City Intersection Improvements	\$2,500,000
City Systemic Safety Improvements	\$14,616,000
City Street Active Transportation Improvements	\$79,517,933
City + WSDOT SR 20 Partnership ATN Improvements (50%)	\$7,685,741
City of Anacortes Transportation Expenditures (2026-2045)	\$104,319,674
WSDOT + City SR 20 Partnership ATN Improvements (50%)	\$7,685,740
WSDOT SR 20 Spur Highway ATN Improvements	\$24,470,624
WSDOT SR 20 Transportation Expenditures (2026-2045)	\$32,156,364
Cumulative City+WSDOT 20-Year Capital Expenditures	\$136,476,038

Financial Analysis

GMA requires cities and counties to assess the costs of needed transportation improvements, examine expected revenues available to fund transportation improvements, and to determine if there are adequate financial resources to fund the needed improvements over the 20-year planning period.

If it is determined that the City does not have adequate resources to provide the transportation improvements deemed necessary to accommodate planned growth, then the City must demonstrate how it intends to close the gap between transportation revenues and expenditures.

The financial analysis in Table T-18, below, shows that the total cost of all multimodal transportation improvements identified is over \$44 million dollars beyond the currently available financial resources of the City. There are methods available for the City to adjust this imbalance between revenues and expenditures, such as:

- Accommodating less growth and development
- Lowering intersection LOS standards to allow increased delay
- Reducing the number and/or cost of safety and active transportation projects or
- Generating more revenue for transportation improvements.

Accommodating less growth is unlikely to change the funding imbalance. While there could be some correlation between fewer long-term residents and increased vehicle traffic, safety issues, and active transportation needs, the overall impact of visitor-associated vehicle traffic to and through the City is likely to outweigh local growth impacts.

Lowering intersection LOS standards from LOS standard D to LOS standard E could delay the timing of intersection improvement needs in some places, it is unlikely to change all needs as several intersections are expected to reach LOS standard F within 20 years.

Reducing the number and cost of safety and active transportation improvement projects is the most direct way to reduce the imbalance between City transportation revenues and capital improvement expenditures. This can happen in several ways, such as:

- Construct ADA-compliant alternative walkways instead of raised concrete sidewalks. While this may not be possible in some places, where feasible, it could save significant cost as alternative walkways are estimated to cost half as much as raised concrete sidewalks.
- Reducing the active transportation LOS standard to only require sidewalks on one side of principle, minor, or collector arterial streets would also reduce the number and cost of projects but would not provide the pedestrian connectivity desired by the community.
- Reduce the list of 66 City and 9 WSDOT active transportation projects to a lower number of projects that the City can deliver within the 20-year planning period. Projects that cannot be funded within the 20-year planning period can remain on the list and on the network map as "long-term, unfunded improvements." If unanticipated funding were to materialize, then the City could fund and construct some of these projects.

Generating additional City revenue for transportation improvements can happen through several methods, such as:

- The City Council can raise property taxes by up to 1% each year. This is never a popular option and, if not implemented, the City may bank the 1% to be applied at a future date.

- The City Council can also enact a first ¼ percent and a second ¼ percent real estate excise tax (REET) to be assessed with property sales, some of which is allowed to be used for transportation, parks, and trail purposes.
- GMA allows cities to assess transportation impact fees (TIF) on new development a proportionate share of the cost to provide transportation improvements deemed necessary to accommodate growth. The City of Anacortes currently assesses TIF on new development, which is collected upon City building permit issuance. From 2019 through 2024, the City TIF rate has generated an average of \$130,680 per year in revenue. In 2023, Senate Bill (SB) 5452 was approved by the State legislature to allow “bicycle and pedestrian facilities that were designed with multimodal commuting as an intended use” to be included on the list of projects for which new development can be assessed TIF. SB 5452 allows many of the improvements identified on the Active Transportation Network to be included on the City of Anacortes TIF project list, but the City would need to determine the proportion of each improvement that can be attributed to new growth. The net effect of taking this action would increase the number of TIF projects and thus the amount of TIF that new development would be assessed to obtain a City building permit.
- The City can hire additional staff, or fund consultant assistance, to more aggressively pursue state and federal transportation grant funding opportunities. If successful, this would generate additional state and federal grant funding for City transportation projects. However, to construct and deliver grant-funded projects in a timely manner, this may also require the City to hire additional engineers and inspectors in the Public Works Department. If grant funding is awarded, but projects are not constructed and completed on time, then the City would not be considered a reliable candidate for future grant funding. It should be noted that many grant programs have local funding match requirements of 13% to 20%, which means that the City would need to have uncommitted local funding readily available to serve this purpose. Federal funding often requires more administrative resources and procedures, which can consume limited City staff capacity. While state and federal grants are available, there are also costs that come with access to this funding.

Ultimately, a combination of the above methods to reduce costs and to increase revenue for transportation improvements should be implemented by the City to reduce the gap between revenues and expenditures.

Transit

~~The City of Anacortes participates in the Skagit Transit system and is presently served by Routes 40X, 49, and 410~~

Figure T-5. Skagit Transit Route 40X.

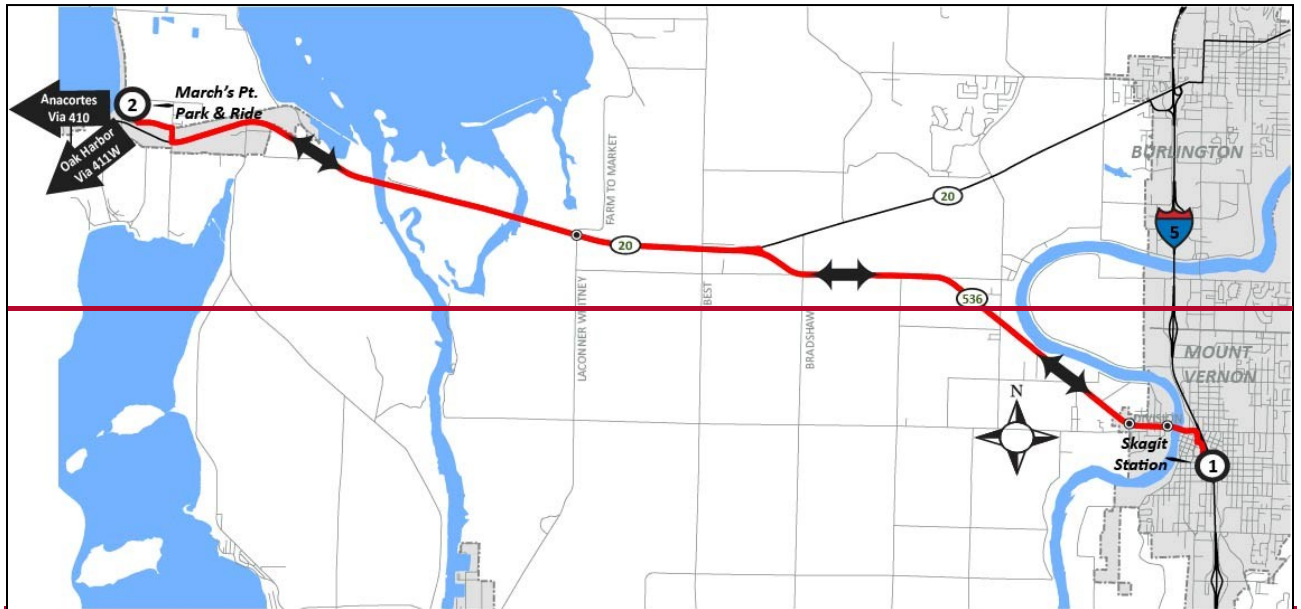


Figure T-6. Skagit Transit Route 49.

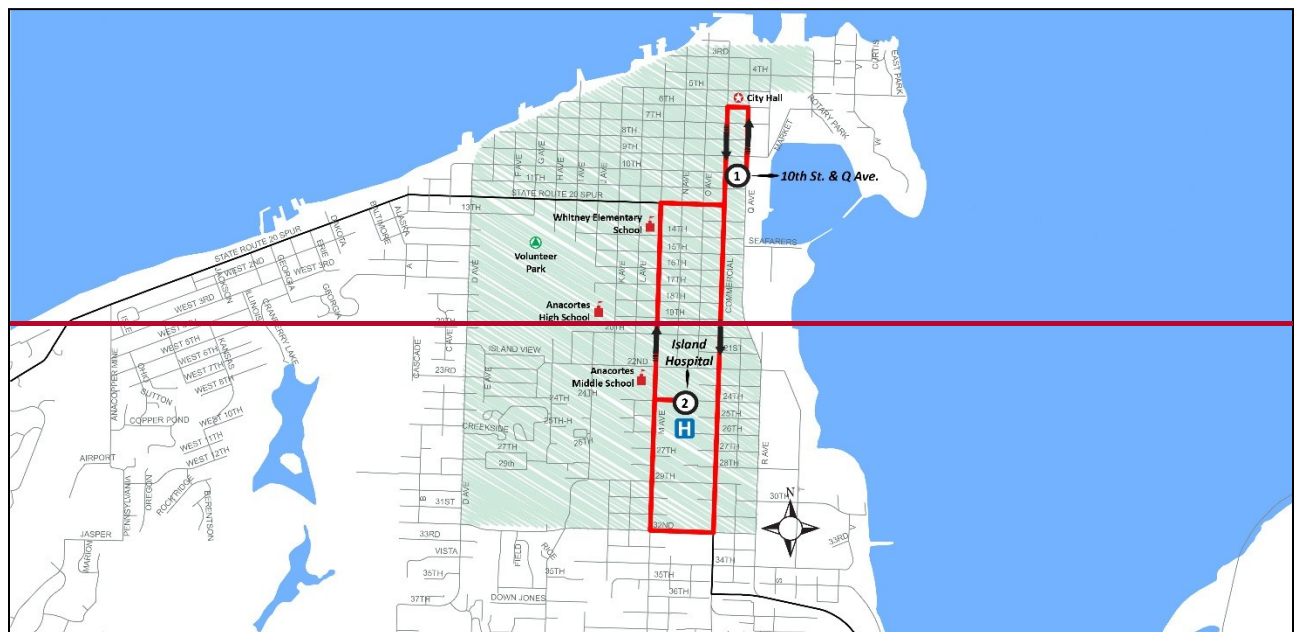


Figure T-7. Skagit Transit Route 410.



At the park and ride you can transfer to Routes 411 and 513. Route 411 provides access to Whidbey and Camano Islands. Both Routes 411 and 513 provide access to the Mt. Vernon Skagit Station where a transfer can be made to the Bellingham and Everett Connectors express buses and the Amtrak “Sonder” for travel to Seattle and beyond. All Skagit Transit fixed route buses, including Route 410, have bike racks that can accommodate two or three bicycles.



Skagit Transit Bus

Skagit Transit buses are accessible to persons with disabilities. Persons who are in wheelchairs or cannot climb the stairs will receive lift assistance for boarding the vehicle. Seating and space for up to two wheelchairs is reserved in the front of the buses behind the operator's seat. Skagit Transit Dial-A-Ride provides specialized transportation compatible with its fixed-route bus service within the City. It is a pre-scheduled service designed for people whose conditions and/or disabilities prevent them from using Skagit Transit's regular fixed-route buses.

Skagit Transit owns maintains the March's Point Park and Ride facility, located in Anacortes off Highway 20 at Christianson Rd. The land is leased through a long term lease agreement between Skagit Transit and Shell Oil Products, Inc.

According to the Skagit Transit 2015-2020 Transit Development Plan, Skagit Transit anticipates completing the following improvements in the Anacortes area over the 2015-2020 timeframe:

- Install bicycle parking at March's Point Park & Ridge
- Camera upgrades to improve safety at the Park & Rides (2016)
- Continue to improve ADA accessibility and overall passenger comfort at bus stops by adding and replacing passenger amenities such as seating, cover, lighting, landing pads, etc. (2016, 2017, 2018, 2019, 2020)

Air Services

The City of Anacortes is served by two airports, the Anacortes Airport and the Skagit Regional Airport, and one designated seaplane base.

The Anacortes Airport is a Public Use Airport. The property was purchased with grants from the Federal Aviation Administration and the grants contain assurances required of and from the Port obligating that the Anacortes Airport be available for public use for aeronautical purposes and that fair consideration be given to the interest of the community. There are FAA regulations concerning safety and operational issues at the Anacortes Airport over which neither the Port nor the City may have any control or authority.

The Anacortes Airport is located two miles west of Anacortes downtown. It is operated by Port of Anacortes and began operations in 1968. The Anacortes Airport is tightly nestled within residential neighborhoods. Anacortes has one runway, Runway 18-36, which is 3,015 feet long and 60 feet wide, has an asphalt surface, and is equipped with pilot-controlled medium intensity runway lights. Both ends of Runway 18-36 have visual approaches. Vertical guidance to both runway ends is provided by visual approach slope indicators.



Anacortes Airport

The airport is served by one commercial carrier, San Juan Airlines, which enplaned 927 passengers in 2014 to the surrounding islands. Air freight to the islands, aircraft maintenance, and air transportation manufacturing related businesses are other uses of the airport. The Port has implemented preferred flight takeoff and landing patterns to abate noise and reduce safety risk, with current noise abatement procedures recommending takeoffs be avoided between the hours of 2200 and 0600. As a Public Use Airport, hours of operation at the Anacortes Airport cannot be strictly regulated or enforced; however, the recommended procedures are designed to reduce aircraft noise for the island community while keeping visitors and their operators welcome.

The 1994 Airport Master Plan states “The Anacortes Airport was originally designated as a basic utility airport. This type of airport serves all small engine and small twin-engine airplanes used for personal and business purposes, plus some small business and air taxi type twin airplanes.” Precision instrument approach operations are not usually anticipated for basic utility airports.

The Port of Anacortes’ 2012 Airport Layout Plan designates the Anacortes Airport as an A1 airport supporting all aircraft types up to 49 ft wingspan (79 foot taxiways), which includes single engine, twin engine, small jets, helicopters, etc. The airport runway is limited to aircraft weighing less than 12,500 pounds. The airport operates under visual flying rules (VFR) only.

Table T-1. Anacortes Commercial Operations

Year	Enplanements	Deplanements	Passengers	Flights
2002	2654	2132	4786	2208
2003	2448	2178	4626	1904
2004	3447	2869	6316	1097
2005	1626	1304	2930	568
2006	1692	2988	4680	625
2007	3365	2768	6133	1295
2008	2565	2391	4956	1076
2009	1645	1389	3034	721
2010	1471	1192	2663	602
2011	1046	796	1842	431
2012	921	705	1626	379
2013	907	660	1567	331
2014	927	634	1577	595

Source: Port of Anacortes

Table T-2. Anacortes Total Airport Operations

Year	Takeoff Counts	Total Operations (takeoffs+landings)
2002	9,737	19474
2003	8,518	17036
2004	7,965	15930
2005	5,224	10448
2006	4,516	9032
2007	1295*	2590*
2008	1076*	2152*
2009	721*	1442*
2010	4692	9385
2011	4019	8069
2012	3432	6865
2013	3834	7669
2014	4173	8346

*General Aviation Takeoff + landings data is missing

Source: Port of Anacortes

The 1994 Airport Master plan stated: "... improvements however should be considered within the context of a community-oriented facility that serve all small engine and small twin-engine airplanes used for personal and business purposes, plus some small business and air taxi type twin airplanes."

The Anacortes Airport Sub-Area Plan and Development Agreement dated March 29, 2005 embody the long-term intentions of all agencies regarding the location and extent of airport improvements. In 2007 the Port adopted a new ALP (Airport Layout Plan) that reflected the intent of the City and Port under the Development Agreement and Sub-Area Plan.

The Skagit Regional Airport is owned and operated by the Port of Skagit. It is situated approximately 14 miles east of downtown Anacortes. The Washington Department of Transportation Aviation Division has described the Skagit Regional Airport as one of the best layout due to the large buffers of agricultural and industrial zoned land surround the airport that comply with the Washington Department of Transportation Aviation Division Airport and Compatible Land Use that minimize risk.

Table T-3. Skagit Regional Total Airport Operations

Year	Total Operations (takeoffs+landings)
2002	55,000
2003	56,200
2004	57,400
2005	61,480
2006	63,681

Source: Port of Skagit

The Airport has two runways. Runway 10-28 is 5,477 feet long, 100 feet wide, has an asphalt surface, and is equipped with pilot controlled medium intensity runway lights. Runway 10 is equipped with runway end indicator lights (REIL) and visual approach slope indicators (VASI). This runway has non-precision NDB and GPS approaches. Runway 28 is equipped with REIL's and VASI's, and has a non-precision GPS approach. Runway 4-22 is 3,000 feet long, 60 feet wide, and has an asphalt surface, and has visual approaches to both ends.



Skagit Regional Airport

Skyline Seaplane Base is located in Skagit County just outside the entrance to the Skyline Marina on Burrows Bay, with docking facilities located within the Skyline marina. While no aircraft are based at the facility, the latest available data indicate that Skyline Seaplane Base experiences approximately 50 annual operations (takeoffs plus landings). The Northwest-Southeast Waterway, the Seaplane Base's only waterway, is 5,000 feet long and 2,500 feet wide. Approaches to this waterway are visual.

The Comprehensive Plan goal of encouraging tourism and lodging in the downtown core may prompt a need for seaplane service in the downtown marina areas such as in Fidalgo Bay.

Marine Transportation

Marine facilities within the City consist of the Port of Anacortes marine terminals and marinas, Washington State Ferries (WSF) Anacortes Terminal and Skagit County Guemes Island ferry terminal.

PORT OF ANACORTES — MARINE TERMINALS

The Port is a natural deep water port with convenient access to the Pacific Ocean. Port facilities include Pier 1, Curtis Wharf and Pier 2. One of the Port's major tenants operates out of Pier 1 and has a major shipbuilding and repair facility between the Port's Piers 1 and 2. The Curtis Wharf is currently used as a working wharf and dock for commercial boats and ships. Pier 2 is used primarily for exporting dry bulk cargoes and for short term moorage for barges and other vessels.



Ship Building at Marine Terminal

PORT OF ANACORTES — MARINA

The Port's Cap Sante Boat Haven marina is a customs port of entry located in the heart of downtown Anacortes. Permanent and transient moorage is available, with 150-200 berths used for guest moorage. Floats, with 20, 30 and 50 ampere power and water accommodate vessels to 120'. The Port currently has a phased 5-year redevelopment project under way in the marina.



Cap Sante Boat Haven Marina

WASHINGTON STATE FERRIES ANACORTES FERRY TERMINAL

The Anacortes Ferry Terminal is the gateway for State ferry service to the San Juan Islands and Sidney, BC, and is one of the busiest terminals in the system. It is located at Ship Harbor at the end of SR-20 Spur in the west end of the City of Anacortes. Much of the facility was built in the 1960's and early 1970's, including the terminal building. Four toll booths front 16 holding lanes with capacity for 540 vehicles. There are also three holding lanes for offloading traffic waiting to clear U.S. Customs, with a capacity of 100 vehicles. Parking is spread throughout the site with four lots for ferry riders and at least five places for employees to park.



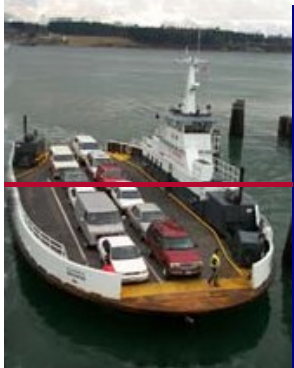
WSF Ferry Terminal

WSF has recently worked with the City on two major projects to upgrade the terminal. The Anacortes Multimodal Terminal project began construction in 2004 with the paving of the upper parking lot and creation of an accessible pedestrian path from the upper lot to the lower.

Following this phase are plans for a variety of projects to create a new and expanded terminal building, make overhead passenger loading ADA accessible, improve vehicular site circulation, improve transit and kiss-and-ride access, increase vehicle holding and customs holding capacity, add a third operational slip, and both move and add access to the tie-up slips for maintenance vehicles. These projects are currently not funded. Planned improvements are based on the terminal's 1997 Master Plan, as well as more recent security directives and requirements.

SKAGIT COUNTY GUEMES ISLAND FERRY TERMINAL

The County runs a single ferry with a capacity of 22 vehicles and 99 passengers that serves just Guemes Island. The ferry system includes one slip and terminal building in the City. The County has identified I and 6th Streets as access points to the terminal.



Guemes Island Ferry

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Traffic Level of Service Analysis

Level of Service (LOS) is the primary measurement used to determine the operating condition of a roadway segment or intersection. In general, LOS is determined by comparing traffic volumes to the carrying capacity of the intersection or roadway segment. The following section describes the traffic volumes that were collected, the approaches used for LOS analysis, and the results of the analysis under existing conditions.

Level of Service Definition

Level of service (LOS) is a qualitative description of the operating performance of an element of transportation infrastructure such as a roadway or an intersection. LOS is expressed as a letter score from LOS A, representing free flow conditions with minimal delays, to LOS F, representing breakdown flow with high delays.

Roadway level of service is based on the ratio of traffic volume to roadway capacity. The Anacortes Transportation Plan uses the LOS thresholds shown in Table T-4.

Table T-4. Anacortes Roadway LOS Thresholds.

LOS	Volume / Capacity Ratio
A	<0.50
B	<0.50
C	0.51–0.75
D	0.76–0.85
E	0.85–1.00
F	>1.00

The Transportation Plan also defines the City's roadway capacity policy, which is based on street functional classification and number of lanes and is expressed as a maximum hourly capacity. These capacity standards are shown in Table T-5.

Table T-5. Anacortes Street Capacity Standards.

Functional Classification	Base Peak Hour Capacity (vphpl)	Left Turn Lane (vph)	Access Management (vph)	No Bike Lane (vph)	No Sidewalk (vph)
State Highway (55mph; SR20 and SR 20 Spur)	1,100	550	770	0	0
Principal Arterial (30/40mph; SR 20 Spur)	800	400	560	-120	-280
Minor Arterial	550	275	385	-55	-165
Urban Collector	550	275	385	-55	-140

In 2016, the City's capacity standards were updated to consider the impacts of non-motorized facilities such as full-width lanes, shoulders, sidewalks, and medians. In practice, roadway capacity will be decreased if non-motorized traffic is not separated from vehicular travel lanes.

Intersection LOS is based on the average delay experienced by a vehicle traveling through an intersection. Delay at a signalized intersection can be caused by waiting for the signal or waiting for the queue ahead to clear the signal. Delay at unsignalized intersections is caused by waiting for a gap in traffic or waiting for a queue to clear the intersection.

Table T-6 shows the amount of delay used to determine LOS for signalized and unsignalized intersections. For the purposes of this analysis and to be consistent with WSDOT practice, roundabouts were analyzed using the HCM2000 roundabout LOS thresholds.

Table T-6. Intersection Level of Service Thresholds.

LOS	Signalized Delay (sec/veh)	Unsignalized Delay (sec/veh)
A	≤10	≤10
B	>10—20	>10—15
C	>20—35	>15—25
D	>35—55	>25—35
E	>55—80	>35—50
F	>80	>50

Delay is defined differently for signalized and all-way stop-controlled intersections than for two-way stop-controlled (i.e. stop control on minor approach) intersections. For signalized and all-way stop-controlled intersections, level-of-service thresholds are based upon average control delay for all vehicles using the intersection. For two-way stop-controlled intersections, delay is reported for the movement with the worst (highest) delay.

Level of Service Standards

The Anacortes Transportation Plan defines City LOS standards as LOS D on principal arterial roadways and Central Business District (CBD) streets and LOS C on all other streets.

Table T-7. City Level of Service Standards.

Street Classification	Minimum Corridor LOS
Principal Arterial	D
CBD Streets	D
Minor Arterial	C
Collector	C
Local	C

The level of service standard for state facilities is set by the Washington State Department of Transportation (WSDOT). SR20 is designated by WSDOT as a Highway of Statewide Significance (HSS)

and is assigned a level of service standard LOS D. This corresponds with the City's designation of SR20 and SR20 Spur as a Principal Arterial.

Data Collection

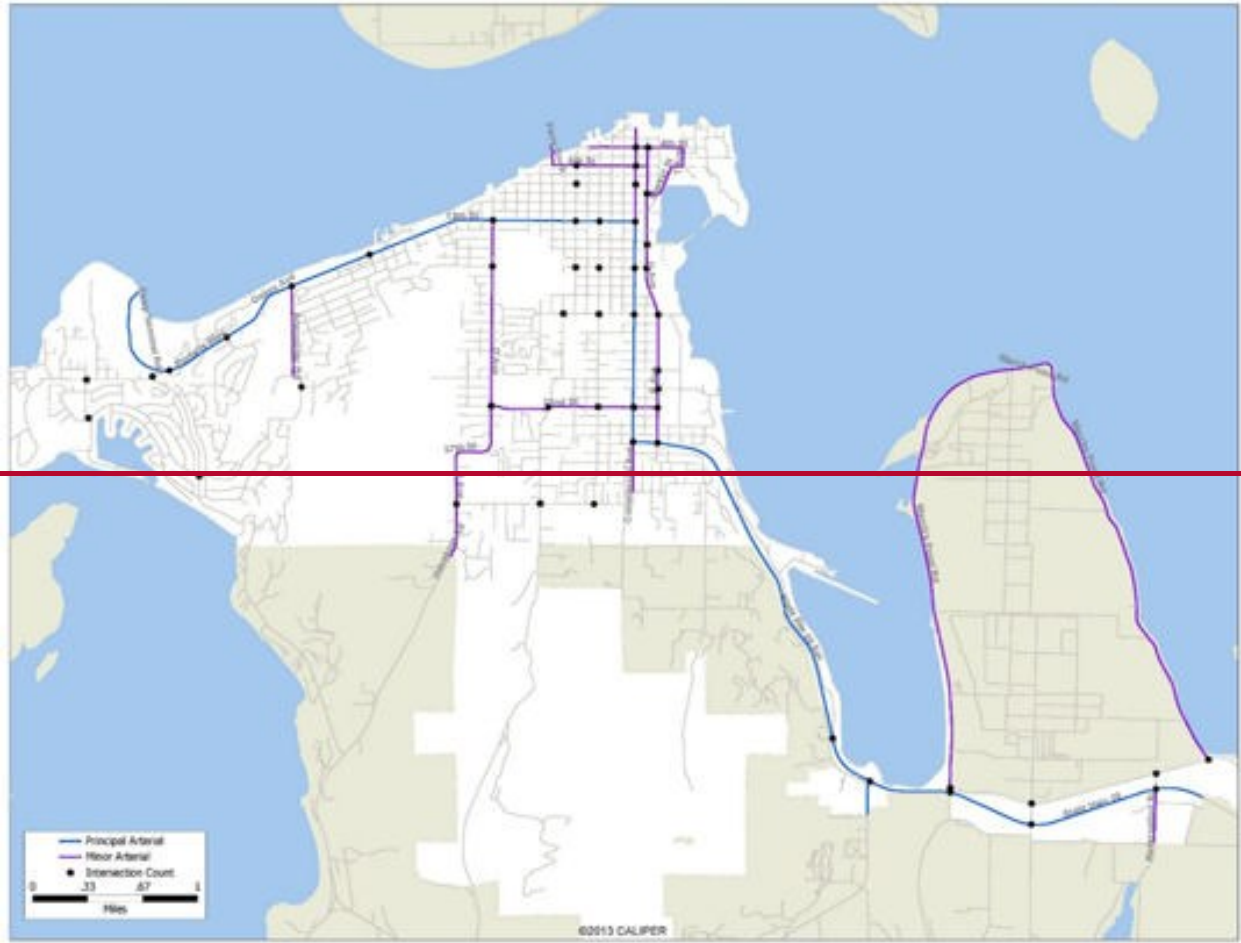
Traffic Data

Intersection volumes were collected by at 42 locations throughout the City on Wednesday, April 22 and Thursday April 23, 2015. Five additional locations were counted on Wednesday, May 6 and Thursday, May 7, 2015. This analysis also incorporated intersection volumes collected at six intersections on SR 20 on Tuesday, November 18 and Wednesday, November 19, 2014. Counts were conducted during the PM peak period, from 4:00 PM to 6:00 PM. This analysis focuses on the PM peak hour, which is defined as the highest four consecutive fifteen-minute volume intervals between 4:00 and 6:00 PM. This represents the period when traffic volume on local roadways are typically at their peak, and can generally corresponds to rush-hour traffic with commuters coming home from work. Count locations are shown in Figure T-8.

ROADWAY NETWORK

Information about the City's roadway network was collected from the City of Anacortes and from satellite and field photography. This included traffic control, number of lanes, speed limits, lane channelization, and segment length.

Figure T-8. 2015 PM Peak Hour Turning Movement Count Locations



Analysis Methodology

Roadway and traffic volume data were used to develop a citywide operational model using Synchro software. The model was analyzed using Highway Capacity Manual 2010 (HCM2010) intersection capacity methods with level of service thresholds described above.

Results

Level of service results are summarized in Tables T-8 and T-9.

Most facilities meet City LOS standards. An intersection LOS failure exists at SR 20 and Fidalgo Bay Road, which currently operates at LOS F with 118 seconds of delay on the minor approach. This intersection will be reduced to right-in-right-out as part of the planned SR 20 Sharpe's Corner improvement project. Some segments of SR 20 and SR 20 Spur currently operate at LOS C or D but may improve after completion of the Sharpe's Corner project.

Table T-8. 2015 Roadway Level of Service.

Street Name	Limits	Functional Classification	Lanes	Hourly Capacity	2015 Volume	LOS	LOS Standard
32 nd Street	D Ave to Commercial Ave	Minor	2	1045	590	C	C
41 st Street	E Ave to Heart Lake Rd	Collector	2	1045	130	A/B	C
41 st Street	H Ave to O Ave	Collector	2	1045	160	A/B	C
6 th Street	I Ave to Commercial Ave	Minor	2	1100	100	A/B	C
6 th Street	Commercial Ave to R Ave	Minor	2	1045	160	A/B	C
Anaco Beach Rd	Sunset Ave to Sterling Dr	Collector	2	905	220	A/B	C
Annacopper Mine Rd	Oakes Ave to W 3 rd Street	Minor	2	880	190	A/B	C
Commercial Ave	4 th Street to 12 th Street	Minor	3	1320	410	A/B	C
D Ave	12 th Street to 32 nd Street	Minor	2	880	495	A/B	C
D Ave	32 nd Street to Vista Ln	Minor	2	880	505	A/B	C
Fidalgo Bay Rd	34 th Street to SR 20	Local	2	1100	45	A/B	C
M Ave	12 th Street to 20 th Street	Collector	2	1045	275	A/B	C
M Ave	30 th Street to 32 nd Street	Collector	2	1045	260	A/B	C
March's Point Rd	SR 20 to South Texas Rd	Minor	2	880	180	A/B	C
R Ave	21 st Street to SR 20	Minor	4	2145	1185	C	C
Reservation Rd	SR 20 to Stevenson Rd	Minor	2	880	310	A/B	C
South March's Point Rd	March's Point Rd to Reservation Rd	Collector	2	905	100	A/B	C
SR 20	Campbell Lake Rd to SR 20 Spur	Principal	3	3520	1600	D	D
SR 20	SR 20 Spur to Reservation Rd	State Highway	4	5170	3100	C	D
SR 20 Spur	R Ave to SR 20	State Highway	4	5170	2250	C	D
SR 20 Spur (12 th Street)	A Ave to Commercial Ave	Principal	3	2000	1135	C	D

Street Name	Limits	Functional Classification	Lanes	Hourly Capacity	2015 Volume	LOS	LOS Standard
SR 20 Spur (Commercial Ave)	12 th Street to SR 20	Principal	3	1880	1080	C	D
SR 20 Spur (Oakes Ave)	Anacopper Mine Rd to A Ave	Principal	2	1320	1085	C	D
SR 20 Spur (Oakes Ave)	Ferry Terminal Way to Anacopper Mine Rd	Principal	2	1600	755	A/B	D
Sunset Ave	Anaco beach Rd to Oakes Ave	Collector	2	1100	1100	A/B	C

Table T-9. 2015 Intersection Level of Service.

Intersection	Control Type ¹	Delay ² (s/veh)	LOS	LOS Standard
A Ave / 41 st Street	TWSC	11.5	B	C
Commercial Ave / 4 th Street	TWSC	11.7	B	D
Commercial Ave / 6 th Street	Signal	8.6	A	D
Commercial Ave / 8 th Street	Signal	10.6	B	D
Commercial Ave / 12 th Street	Signal	18.7	B	D
Commercial Ave / 17 th Street	Signal	15.4	B	D
Commercial Ave / 22 nd Street	Signal	15.3	B	D
Commercial Ave / 32 nd Street	Signal	12.6	B	D
D Ave / 12 th Street	TWSC	10.4	B	D
D Ave / 17 th Street	TWSC	10.8	B	C
D Ave / 32 nd Street	TWSC	20.8	C	C
H Ave / 41 st Street	TWSC	10.5	B	C
I Ave / 32 nd Street	AWSC	12.2	B	C
J Ave / 22 nd Street	AWSC	8.8	A	C
K Ave / 6 th Street	TWSC	9.7	A	C
K Ave / 8 th Street	TWSC	9.3	A	C
K Ave / 12 th Street	TWSC	32.8	D	D
K Ave / 17 th Street	AWSC	7.7	A	C
Kingsway / Anaco Beach Rd	TWSC	9.7	A	C
M Ave / 12 th Street	Signal	10.4	B	D
M Ave / 17 th Street	TWSC	11.7	B	C
M Ave / 22 nd Street	AWSC	10.4	B	C
M Ave / 32 nd Street	TWSC	19.5	C	C
M Ave / 41 st Street	TWSC	10.1	B	C

Intersection	Control Type ¹	Delay ² (s/veh)	LOS	LOS Standard
Oakes Ave / Anacopper Rd	TWSC	14.5	B	D
Oakes Ave / Glasgow Way	TWSC	28.2	D	D
Oakes Ave / Hartford Ave	TWSC	12.5	B	D
Pennsylvania Ave / W 12 th Street	RAB	3.9	A	C
Q Ave / 4 th Street	TWSC	12.9	B	D
Q Ave / 9 th Street	TWSC	18.8	C	D
Q Ave / 17 th Street	Signal	14.3	B	C
Q Ave / Seafarers Way	TWSC	23.1	C	C
R Ave / 22 nd Street	RAB	13	B	C
R Ave / 28 th Street	TWSC	22.6	C	C
R Ave / 30 th Street	TWSC	21.2	C	C
R Ave / 32 nd Street	TWSC	22	C	C
R Ave / SR 20	Signal	13.9	B	D
S March Point Rd / Bartholomew Rd	TWSC	14.4	B	C
S March Point Rd / March Point Rd (E)	TWSC	11.1	B	C
S March Point Rd / March Point Rd (W)	TWSC	12.9	B	C
S March Point Rd / Reservation Rd	TWSC	13.6	B	C
Sands Way / Skyline Way	AWSC	7.3	A	C
SR 20 / Commercial Ave	RAB	14.5	B	D
SR 20 / Fidalgo Bay Rd	TWSC	117.4	F	D
SR 20 / March Point Rd / Christianson Rd	Signal	51.8	D	D
SR 20 / Reservation Rd	Signal	23.4	C	D
SR 20 / SR 20 Spur	Signal	48.1	D	D
SR 20 / Thompson Rd	Signal	54.1	D	D
Sunset Ave / Anaco Beach Rd	TWSC	10.5	B	C
Sunset Ave / Ferry Terminal Rd	Signal	0.7	A	D
Sunset Ave / Skyline Way	TWSC	11.7	B	C
¹ AWSC = All-way stop control; TWSC = Two-way (minor street) stop control; RAB = Roundabout ² Reported as average control delay for all movements. For two-way stop, delay is reported for the movement with the worst (highest) delay.				

Figure T-9. Traffic Collision Analysis

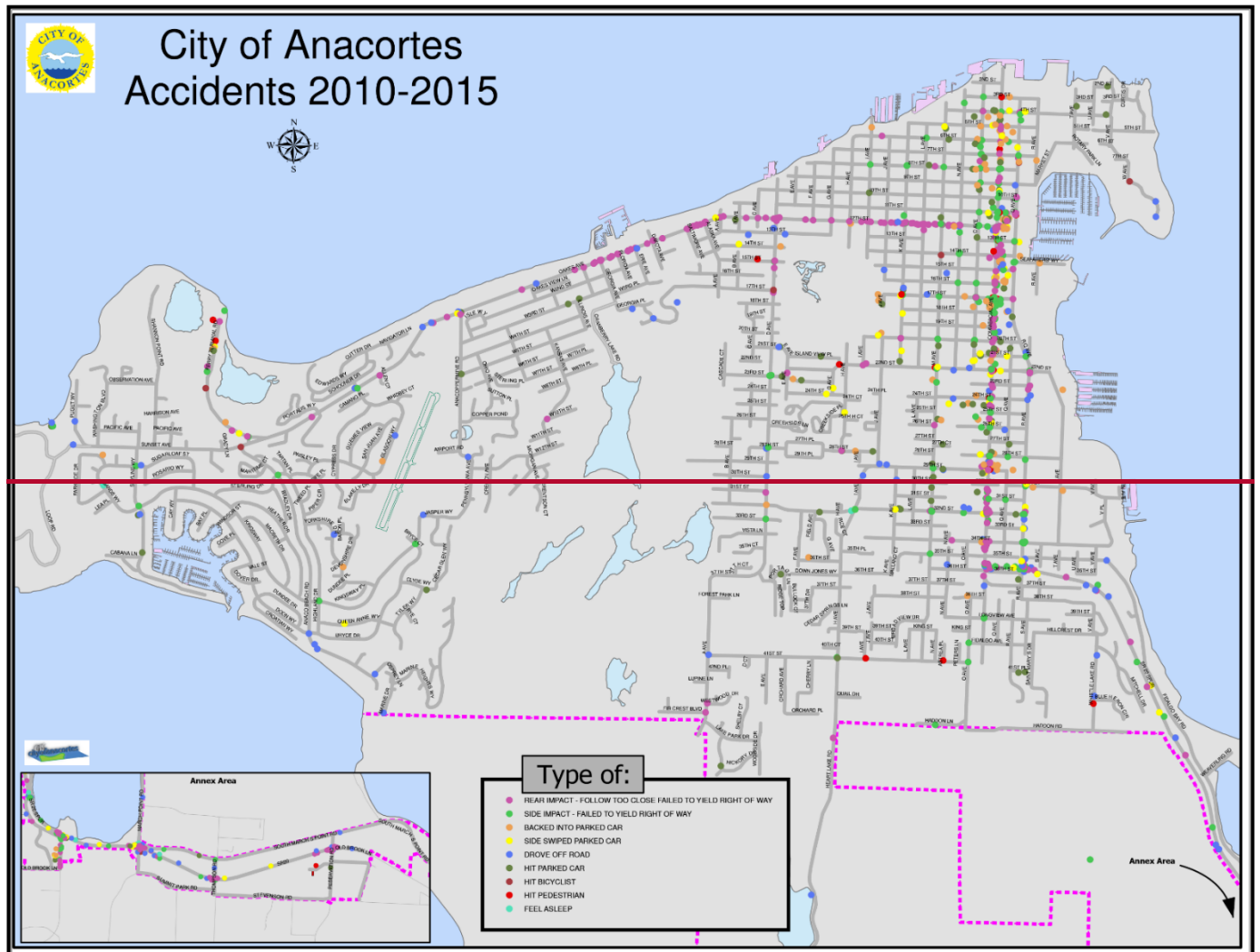
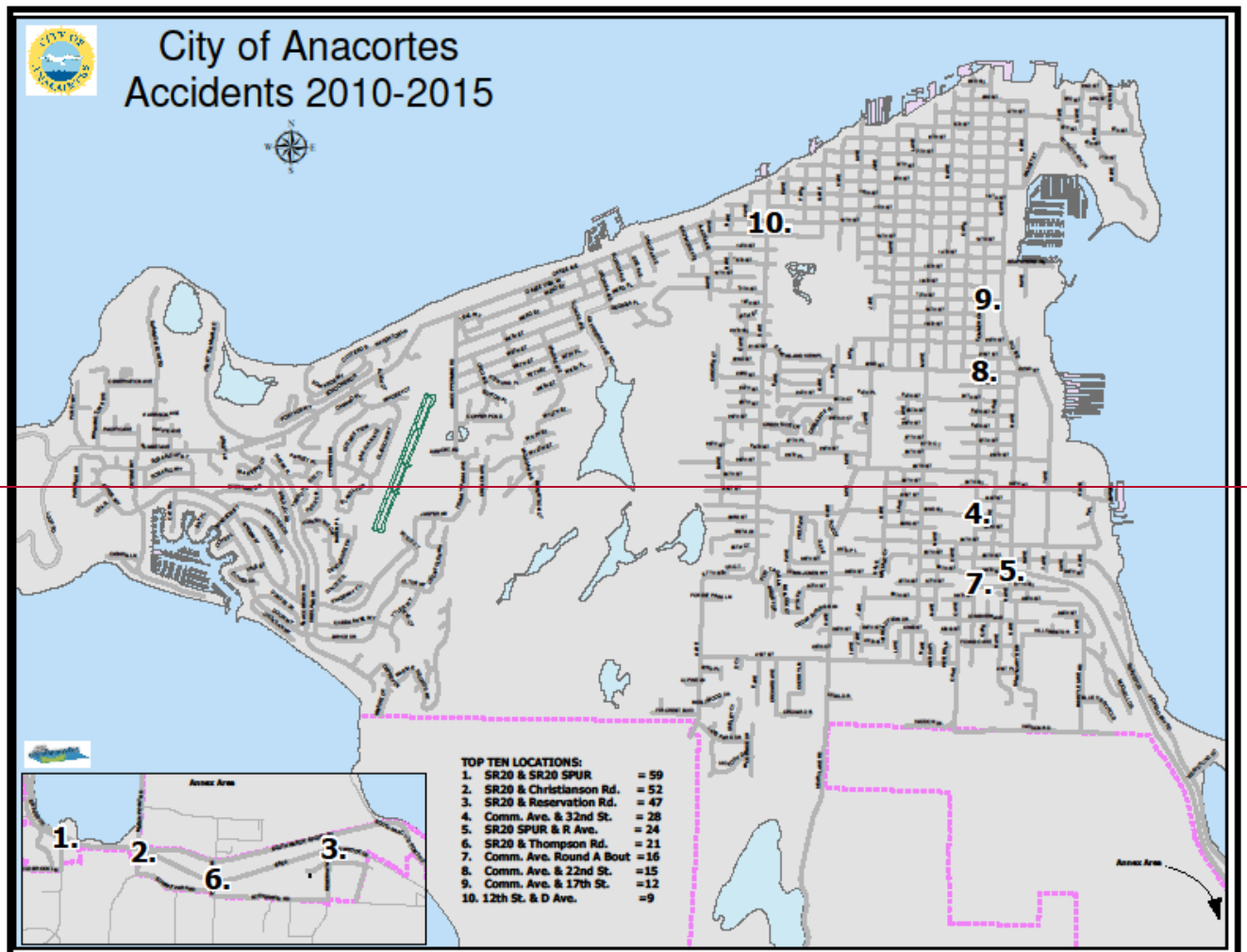


Figure T-10. Accidents 2010-2015.



Traffic Management, Calming, and Control

The City of Anacortes, through the Traffic Safety Committee, is constantly striving to effectively combine traffic regulatory signs, traffic control devices and traffic calming measures to provide for the safe and efficient operation of vehicles within pedestrian and bicyclist-rich neighborhoods. This neighborhood traffic control must carefully balance the desires of residents for quiet, residential streets with the need for those streets to carry an appropriate share of the community's traffic.

The neighborhood traffic control program consists of:

- The appropriate use of traffic control devices within neighborhoods;
- Inclusion of consideration of traffic calming within the development approval criteria of the City's development code and;
- The establishment of a program to review existing traffic volumes and speeds within neighborhoods for possible traffic calming treatments.
- A venue for residents to state their concerns and ideas to a committee consisting of city council members, public works engineering, the Anacortes police department, the Street Maintenance crew, and interested and concerned citizens.

Traffic Control Devices 101

The selection and installation of traffic control devices on public streets in the United States is governed by the *Manual of Uniform Traffic Control Devices* (MUTCD) published by the Federal Highway Administration (FHWA). Adherence to the requirements of the MUTCD provides the City of Anacortes some protection from liability claims but, more importantly, provides the users of the street system greater familiarity with expected behavior since those users would face similar traffic control devices in other communities throughout the country.

Traffic control devices are installed to clarify for drivers their expected actions at specific locations in the transportation system. Through that clarification, drivers can understand what is expected of them and what they can expect other drivers to do at the same location. Typical traffic control devices include stop signs and traffic signals.

COMMUNITY EVENTS

Community events can be a challenge to the management of traffic within a community, but are an essential part of Anacortes' sense of community. These events may range from the local use of public streets as an informal "town square" for gatherings or street parties to city-wide celebrations in which larger than normal volumes of traffic need to be accommodated on the city's street system.

Many jurisdictions permit short duration closures of public streets for local street parties through a formal permit process ("street use permit"). Typically a fee is assessed to cover the staff time to review the traffic management plan, to provide for public notification and to deliver and pick up the temporary

barriers used to enforce the temporary closure. The traffic management plan involves ensuring that the provision of access for emergency services is maintained during the closure and that no non-participating properties are denied public street access because of the closure. The street use permit application form should be structured so that it can be easily completed by citizens without engaging the services of a professional engineer.

Community-wide events should have a formal traffic management plan prepared by a professional engineer registered in the State of Washington. The traffic management plan should contain:

- Estimates of the expected traffic volume increases related to the event;
- Definition of activity centers for events with the identified parking demands associated with each activity center;
- Estimates of the expected level of service for key arterial and collector intersections in the vicinity of the defined activity centers;
- Management measures to address any expected level of service deficiencies including consideration of controlling attendance patterns or implementing shuttle service from remote parking locations, among many others.

SIGNS, STRIPING, AND ILLUMINATION

Many of the traffic control devices identified in the MUTCD consist of signs and striping. Signs and striping are the devices that direct street system users on what is expected of them in various locations within the street system. Illumination can improve safety for drivers, bicyclists and pedestrians by increasing the visibility of users and control devices. Since signs, striping and illumination involve an initial installation cost and continuing maintenance and operation costs, a policy regarding signs, striping and illumination is desirable.

INTERSECTIONS

Intersections are the most challenging elements of the transportation system from the perspective of traffic safety and level of service. The intersection of two two-way streets typically creates 32 locations at which vehicle movements can conflict; additional conflicts are introduced when bicyclists and pedestrians are considered. Managing these conflicts as traffic volumes increase imposes an additional concern of maintaining the acceptable operation of that intersection within the local transportation system. As such, intersections require additional attention.

FOUR WAYS OF CONTROLLING INTERSECTIONS:

1. **Traffic Signals**—Traffic signals are used when positive control of many of the conflicting movements at an intersection is required to maintain safety and acceptable operation. Traffic signals are best suited for high volume intersections where either the configuration of the intersection or the combination of volumes requires the positive, systematic control of potentially conflicting movements. The high volumes usually result in significant and measurable delay for drivers under other traffic control methods. Most traffic signals are installed to address level of service failures that result from the existing traffic control measure. Care should be taken in the decision to install traffic signals:

Cost of Installation and Operation—Traffic signals are a significant traffic control improvement in terms of capital (over \$500,000 per installation) and operation costs (e.g., maintenance of modern electronic traffic control systems requires specialized staff).

Warrants—Traffic signals should be installed in accordance with the applicable warrants to maintain the effectiveness of the traffic control.

~~Synchronization—Traffic signals also have a cumulative effect on the transportation system—while the warrants for traffic signals may be met at a number of intersections along an arterial roadway, the spacing of those intersections may make signalization at each of those intersections inappropriate. A policy for the consideration of signal spacing would help to avoid inappropriate signal location when warrants are met for signals at multiple locations in the same arterial corridor.~~

2. Roundabouts—Roundabouts are now familiar to Anacortes residents as the City has had one in place since 2010 and another in place since 2013. The introduction of roundabouts as an intersection traffic control approach in the United States has given communities another lower cost treatment for higher volume intersections.

~~Roundabouts are an effective traffic control treatment because the typical 32 potential conflicts between vehicles (for the intersection of two two-way streets) are reduced to only 8 conflict points. The reduction of conflict points has a significant reduction in collisions when signalized or stop-controlled intersections are converted to roundabouts⁴⁵~~

~~Roundabouts can also be effective in improving the level of service since none of the traffic using a roundabout is required to stop. Entry to the roundabout is under yield control where the entering vehicle is required to yield to vehicles already in the roundabout. For traffic signals, any vehicle facing a red signal indication is required to stop regardless of the status of any conflicting vehicle. Anyone who has approached a “red light” at an empty intersection controlled by a traffic signal will appreciate not having to stop at the empty roundabout.~~

~~Roundabouts also save Anacortes money since they are less expensive to maintain and operate when compared to traffic signals. Roundabouts also are not subject to the restrictions that traffic signals may have when implemented at several adjacent intersections within a corridor. Further, the central circular area of the roundabout can be an opportunity to communicate to travelers the nature of the community that they are entering through landscaping. Also, properly designed and constructed roundabouts have no detrimental effect on emergency vehicle access.~~

~~Roundabouts should be considered in any intersection where traffic signals are indicated by warrant as an appropriate traffic control measure. The City currently has plans to install roundabouts at the intersections of 32nd and D Avenue and also the intersection of Oakes Avenue/Glasgow/ and San Juan Passage Blvd in the next few years with other locations being considered for future projects.~~

3. Stop Signs—Stop signs are used for lower volume intersections where one or more movements need to come to a complete stop prior to proceeding into the intersection. Stop signs are traffic control devices that are appropriate in certain locations to control the flow of traffic and ensure its safe conduct through the public street system. As traffic control devices, stop signs should only be installed when warrants are met. Stop signs are not traffic calming devices. Unwarranted stop signs installed by citizen request with an expectation of slowing traffic have been proven to produce the following:

- An increase in collisions as drivers, not seeing a reason for the stop sign, employ a “rolling stop” technique on the approach to the stop sign which is not expected by drivers of conflicting vehicles; and;

- An increase in traffic speed and noise as drivers who feel unduly delayed by the stop signs accelerate rapidly between stop signs.

4. Uncontrolled—Not controlling movements at an intersection is a method of traffic control and is used to some degree in Anacortes

TRAFFIC CALMING/SPEED CONTROL MEASURES

Traffic calming tries to make the roadway environment for drivers less comfortable so that they watch their travel speed and pay more attention to pedestrians. Traffic calming can also divert traffic from streets where it is employed to other parallel routes—care must be taken to ensure that problems are not just shifted around the city rather than being addressed.

For most jurisdictions, traffic calming decisions are a combination of public input/advice and staff engineering judgment. The great level of public input for traffic calming is recognition that these traffic management techniques are applied to neighborhood streets and the techniques have a lesser potential for liability for the city in comparison to traffic control devices. For the City of Anacortes, the Traffic Safety Committee has been constituted for the review of traffic calming requests

TYPICAL TRAFFIC CALMING DEVICES

Speed Humps: an engineered, short, raised roadway section, typically with a curved surface designed to require drivers to reduce speed to negotiate the hump. Speed humps should not be confused with the “bumps” used in private parking lots that are not engineered and require extremely slow speeds for successful travel. To date this is a device not used in Anacortes.

Center Islands/Bulb-Outs: a short raised median in the center of the roadway designed to narrow the travel lane. Can be combined with moving curb line towards center of road in same location (“bulb-out”) creating a “pinch point” calming device. Bulb-Outs, which extend the raised curb towards the center of the road and effectively narrow the driving pavement, slows traffic volumes because drivers feel less comfortable driving in that confined roadway. Bulb-outs are typically employed at intersections to reduce the pedestrian crossing time for the roadway and to protect parking areas along the wider roadway section.

Other road narrowing measures, not currently used in Anacortes, are chicanes (a series of staggered road narrowings that convert the typically straight to a curved roadway), chokers (road narrowings on opposing sides of the road) and center medians (islands installed in the center of the roadway) have similar effects on travel speeds.

Road narrowing techniques are effective in reducing traffic speeds with little impact to the provision of emergency services. Depending on the treatment of the non-roadway area created with the road narrowing, there may be additional maintenance costs especially if these areas are landscaped. On-street parking is often lost in those areas where the road is narrowed.

As discussed previously, new residential streets are designed to a standard that permits the safe travel of vehicles—one vehicle in each direction with parking allowed on both sides with an expectation that vehicles would not be parking directly across from each other. The application of this street design standard to new construction will be naturally calming to traffic volumes.

Traffic Circles: a circular raised median in the center of an intersection which forces a curved movement through the intersection at slow speed. Not to be confused with a roundabout previously discussed in

this plan. This calming device has proven effective in Seattle where there is over 1,000 already installed and there is a waiting list of neighborhoods who are requesting them. These are for residential streets only and eliminate the need for stop signs as drivers need to slow down to get around them.

Pedestrian Crossings

The addition of designated pedestrian crossing locations can have a calming effect on traffic speed, besides providing for improved pedestrian transportation. The calming effect results from drivers being cautious about whether or not pedestrians are present to cross the street. Pedestrian crossings can be located at intersections and also mid-block.

Speed Control Measures

Besides the physical changes to the roadway that calm traffic through providing visual signals to the driver to slow down, there are other speed control measures that can be effective in traffic calming. For example, the use of portable speed measurement signs that give drivers a visible feedback of their travel speed can be effective in getting drivers to conform to the posted speed limit on streets. The City of Anacortes has a portable speed measurement sign.

Enforcement

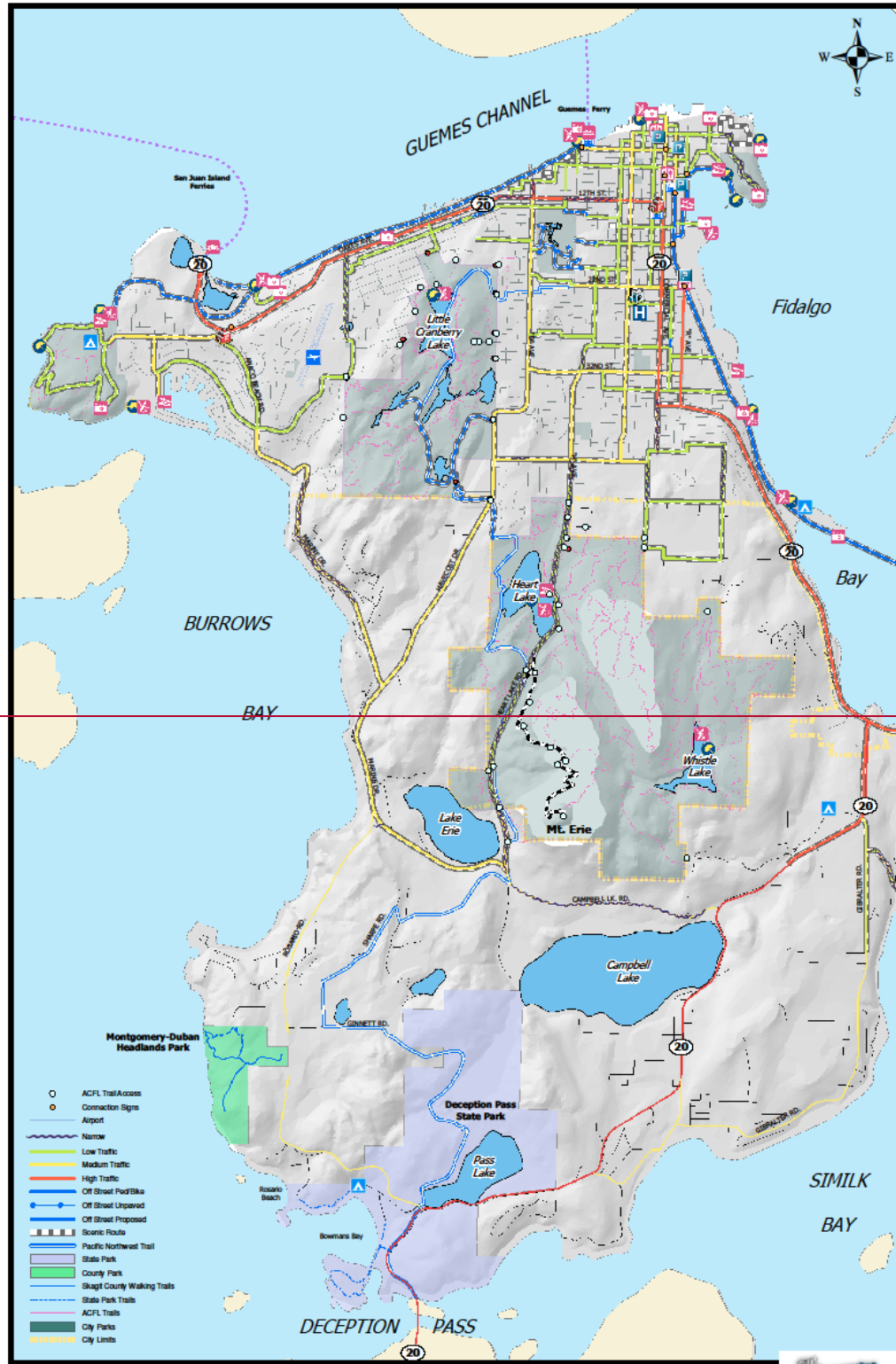
While speed control measures like the portable speed measurement sign can help to deter speeding through education, the enforcement provided by the city's police force can be effective in dealing with speeding. Enforcement is an effective deterrent when drivers know it is more likely that they will be caught when they speed than not. In many communities the level of resources needed for enforcement that results in a deterrent effect is too great to be affordable (which is the reason why traffic calming devices and other speed control measures were developed).

Non-Motorized Conditions

The following two maps are current bike and pedestrian facilities in Anacortes and Fidalgo Island. For more details concerning the City's Bicycle and Pedestrian plans, goals, and priorities please see the 2015 ANACORTES BIKES AND WALKS: A Bicycle/Pedestrian Plan for Anacortes.



Figure T-12. Inter-Urban Routes.



Fidalgo Island - Inter-Urban Routes

July 2014

The following projects are proposed in order to improve nonmotorized transportation options and safety in the City of Anacortes:

Table T-10. Recommended Non-Motorized Facilities Projects.

CFP Project	Project Name	Project Description	Est. Cost
T-503	Guemes Channel Trail	Construct a 12-wide waterfront trail along the old railroad bed	\$2,860,000
T-1403	Sharpes Corner Bike/Ped Trail	10-foot wide separate grade bike/ped trail and waterline maintenance access road	\$2,225,000
n/a	Q Avenue Bicycle Safety Projects	Bike lanes and increase road width at bulb-outs	\$100,000
n/a	South Commercial Ave. corridor improvements	Corridor long complete streets and economic development project	\$31,000,000
T-812	Heart Lake Road non-motorized safety improvements	Bike lanes and/or separated bike/ped pathway	\$5,000,000
T-804	Anacopper Mine Road bike lane	Widen road to accommodate bike lanes for bikes and pedestrian travel	\$1,500,000
T-706	Skyline Way pedestrian improvements	Sidewalk gap project	\$225,000
T-1404	March Point Road widening	Widen March Point Road and South March Point Road to safely accommodate bike lanes and/or separated bike/pedestrian path	\$1,800,000
Total Estimated Projects Cost			\$44,710,000

Travel Demand Forecasts and Projected Needs

In order to evaluate future transportation needs, forecasts must be made of future travel demand. Developing traffic forecasts for existing streets based on future land use allows the adequacy of the street system to be evaluated.

Travel Forecasting Model

Transportation Solutions, Inc. (TSI) developed a citywide transportation model to estimate existing travel demand and to provide a tool for forecasting future travel demand on City roadways. The demand model, developed using PTV Visum software, is based upon the concept of vehicle trips; pedestrians and cyclist demand is not forecasted. Similarly, carpool, vanpool, or transit users are represented by single vehicles in the model.

EXISTING CONDITIONS

For analysis of existing conditions which are shown on previous pages of this report, the citywide model used existing land use data from Skagit Council of Governments (SCOG) and the City of Anacortes, roadway information from the City, and TSI traffic counts to reproduce existing trips and their paths, from origin to destination, through the citywide roadway network.

The City and surrounding areas were geographically divided into 61 distinct transportation analysis zones (TAZs). The modeled internal TAZ structure is consistent with the SCOG regional planning model. Five external zones were created to capture travel demand at the roadway network boundaries, including the ferry terminal.

Trip generation rates reflect weekday PM peak hour trips and are consistent with the rates used in the 2015 SCOG travel demand model, which are based on the 2008 *North Sound Travel Survey* (NuStats, April 2009) and the *Institute of Transportation Engineers (ITE) Trip Generation Manual*. External trip generation was based upon observed traffic volumes, historical traffic volumes, and land use growth forecasts.

Trips were distributed using a doubly constrained gravity model, which assumes that trips produced at a given origin and attracted to a given destination are proportional to the total trip productions at the origin and the total trip attractions at the destination. Trip impedance is represented by route travel time.

Capacity-related characteristics of the existing roadway network were collected from the SCOG planning model and verified using field observation and aerial photography. Visum's equilibrium assignment process was used to iteratively load the roadway network with modeled demand until a travel time equilibrium solution was found. The calibrated assignment result was post-processed using Visum's TFlowFuzzy procedure to ensure the modeled traffic flow closely matched observed counts.

LAND-USE GROWTH FORECAST

Population, household, and employment growth forecasts are identified in Figure T-12. Population growth is consistent with SCOG population allocation for the City and UGA. Household growth was specified by the City and is consistent with SCOG allocations.

Forecasted employment growth was categorized by SCOG into the five employment sectors identified in Figure T-13. Twenty-year employment growth allocations by sector as shown in the table are consistent with SCOG's Skagit County Growth Allocations for the Anacortes UGA.

Table T-11. Existing Citywide Land Use Totals.

Planning Year	Population ¹	Households ²	Employment ¹
Existing (2015)	16,398	8,795	8,404
Planning Horizon (2036)	22,293	11,415	10,480
2015-2036 Growth	5,895	2,620	2,076

¹Source: Skagit County Growth Allocations, SCOG 2015

²Source: Anacortes Proposed Land Use Designations (as directed by City Council), updated April 2016

Table T-12. Anacortes 2036 Employment Growth Forecast.

NAICS Code	Employment Sector	Employees	Percent
11, 21, 23	Resource	0	0%
44, 45	Retail	92	4.4%
31-33	Industrial	702	33.8%
51-56, 61, 62, 71, 72, 81	Finance, Healthcare, Real Estate, and Services	806	38.9%
Public sector	Government and Education	476	22.9%
Total		2,076	100.0%

LEVEL OF SERVICE

Intersection Level of Service

The intersection capacity calculations and LOS thresholds used in this analysis are consistent with Highway Capacity Manual 2010 (HCM2010) methodology. HCM2010 intersection levels of service were calculated in Synchro 9 software.

Roundabout LOS analysis used HCM2010 methodology with follow-up gap and critical headway parameters modified to represent current WSDOT roundabout analysis policy. To maintain consistency with WSDOT policy, roundabouts were analyzed using signalized LOS thresholds.

Table T-13. Intersection Level of Service Thresholds.

Level of Service	Signalized/Roundabout Delay (sec/veh)	Unsignalized Delay (sec/veh)
A	≤10	≤10
B	>10—20	>10—15
C	>20—35	>15—25
D	>35—55	>25—35
E	>55—80	>35—50
F	>80	>50

Segment Level of Service

Table T-14 describes a set of recommended standards which are based on Highway Capacity Manual (HCM) planning-level capacity estimates and similar HCM-based capacity policies used throughout the region. This approach considers a variety of facility attributes including non-motorized facilities, left turn lanes, and access restrictions.

Traditional arterial capacity methodologies assume a fully built urban arterial street segment. In practice, however, vehicle capacity can be restricted on segments without non-motorized facilities due to bicyclists and pedestrians being forced to travel in vehicle lanes. The capacity standards identified in Table T-14 include capacity penalties of up to 50 percent for segments without sidewalks or bicycle lanes. Left turn lanes contribute the capacity equivalent of one half through lane by removing major approach left turn delay. Limited access segments are estimated to contribute the capacity equivalent of 60 percent of one through lane.

The segment LOS standard in this section is based upon the capacity system outlined in Table T-14.

Table T-14. Anacortes Street Segment Capacity Standards.

Functional Classification	Base Peak Hour Capacity (vphpl)	Left Turn Lane (vph)	Access Management (vph)	No Bike Lane (vph)	No Sidewalk (vph)
State Highway (55mph; SR20 and SR 20 Spur)	1,100	550	770	0	0
Principal Arterial (30/40mph; SR 20 Spur)	800	400	560	-120	-280
Minor Arterial	550	275	385	-55	-165
Urban Collector	550	275	385	-55	-140

Street segment LOS is based on the ratio of traffic volume to street capacity and can be described as a street's ability to serve all users. This analysis uses the LOS thresholds identified in Table T-15.

Table T-15. Anacortes Segment LOS Definitions.

LOS	Volume / Capacity	Description
A	≤0.60	Facility accommodates all modes of transportation. Vehicles experience free flow, with low volumes and high speeds
B	0.61—0.70	Stable flow, with traffic conditions beginning to restrict operating speeds. Drivers still have reasonable maneuverability between multiple lanes. All modes are accommodated
C	0.71—0.80	Fairly stable flow, but higher volumes more closely constrict speeds and maneuverability.
D	0.81—0.90	Approaching unstable flow, with tolerable operating speeds and limited maneuverability. Facilities without nonmotorized facilities and heavy pedestrian/bike volume may experience unstable flow.
E	0.91—1.00	Nonmotorized users in travel lanes will conflict with heavy vehicle volume and cause breakdowns in flow. Vehicles experience unstable flow with reduced operating speeds.
F	>1.00	Facility is unable to accommodate all modes. Vehicles experience forced flow, operating under stop-and-go conditions

Minimum level of service standards are identified in Table T-16. The standards permit LOS D on the SR 20 spur which is classified as a principal arterial through the City. This includes Commercial Avenue, 12th Street, Oakes Avenue, and Ferry Terminal Road. LOS D is also permitted on streets in the City's downtown core.

Table T-16. Level of Service Standards.

Functional Classification	Minimum LOS
Principal Arterial [*]	D
Minor Arterial	C
Collector	C
Local Street	C

^{*}Minimum LOS D also applies to streets and intersections in the Downtown area

Table T-17. Corridor LOS 2036.

Street Name	Limits	Functional Classification	Lanes	Hourly Capacity	2015		2036		LOS Standard
					Volume	LOS	Volume	LOS	
32 nd Street	D Ave to Commercial Ave	Minor	2	1045	590	C	735	C	C
41 st Street	E Ave to Heart Lake Rd	Collector	2	1045	130	A/B	255	A/B	C
41 st Street	H Ave to O Ave	Collector	2	1045	160	A/B	290	A/B	C
6 th Street	I Ave to Commercial Ave	Minor	2	1100	100	A/B	120	A/B	C
6 th Street	Commercial Ave to R Ave	Minor	2	1045	160	A/B	180	A/B	C
Anaco Beach Rd	Sunset Ave to Sterling Dr	Collector	2	905	220	A/B	420	A/B	C
Annacopper Mine Rd	Oakes Ave to W 3 rd Street	Minor	2	880	190	A/B	310	A/B	C
Commercial Ave	4 th Street to 12 th Street	Minor	3	1320	410	A/B	455	A/B	C
D Ave	12 th Street to 32 nd Street	Minor	2	880	495	C	685	C	C
D Ave	32 nd Street to Vista Ln	Minor	2	880	505	C	655	C	C
Fidalgo Bay Rd	34 th Street to SR 20	Local	2	#N/A	#N/A	#N/A	#N/A	#N/A	C
M Ave	12 th Street to 20 th Street	Collector	2	1045	275	A/B	365	A/B	C
M Ave	30 th Street to 32 nd Street	Collector	2	1045	260	A/B	290	A/B	C
March's Point Rd	SR 20 to South Texas Rd	Minor	2	880	180	A/B	220	A/B	C

Street Name	Limits	Functional Classification	Lane s	Hourly Capacity	2015		2036		LOS Standard
					Volume	LOS	Volume	LOS	
R-Ave	21 st -Street to SR-20	Minor	4	2145	1185	C	1340	C	C
Reservation Rd	SR-20 to Stevenson Rd	Minor	2	880	310	A/B	315	A/B	C
South March's Point Rd	March's Point Rd to Reservation Rd	Collector	2	905	100	A/B	165	A/B	C
SR-20	Campbell Lake Rd to SR-20 Spur	Principal	3	3520	1600	A/B	1670	A/B	D
SR-20	SR-20 Spur to Reservation Rd	State Highway	4	5170	3100	C	3800	C	D
SR-20 Spur	R-Ave to SR-20	State Highway	4	5170	2250	A/B	2730	C	D
SR-20 Spur (12 th -Street)	A-Ave to Commercial Ave	Principal	3	2000	1135	C	1220	C	D
SR-20 Spur (Commercial Ave)	12 th -Street to SR-20	Principal	3	1880	1080	C	1250	C	D
SR-20 Spur (Oakes Ave)	Anacopper Mine Rd to A-Ave	Principal	2	1320	1085	D	1295	E	D
SR-20 Spur (Oakes Ave)	Ferry Terminal Way to Anacopper Mine Rd	Principal	2	1600	755	A/B	955	C	D
Sunset Ave	Anacopper Mine Rd to Oakes Ave	Collector	2	1100	440	A/B	700	C	C

Table T-18. Intersection LOS 2036.

Intersection	Control Type ¹	2015		2036		LOS Standard
		Delay (s)	LOS	Delay (s)	LOS	
A-Ave / 41 st -Street	TWSC	11.5	B	14.0	B	C
Commercial Ave / 4 th -Street	TWSC	11.7	B	12.4	B	D
Commercial Ave / 6 th -Street	Signal	8.6	A	10.7	B	D
Commercial Ave / 8 th -Street	Signal	10.6	B	10.9	B	D
Commercial Ave / 12 th -Street	Signal	18.7	B	23.0	C	D
Commercial Ave / 17 th -Street	Signal	15.4	B	20.0	C	D
Commercial Ave / 22 nd -Street	Signal	15.3	B	22.8	C	D

Intersection	Control Type ¹	2015		2036		LOS Standard
		Delay (s)	LOS	Delay (s)	LOS	
Commercial Ave / 32 nd Street	Signal	12.6	B	12.4	B	D
D Ave / 12 th Street	TWSC	10.4	B	15.0	B	D
D Ave / 17 th Street	TWSC	10.8	B	12.9	B	E
D Ave / 32 nd Street	TWSC	20.8	E	89.7	F	E
H Ave / 41 st Street	TWSC	10.5	B	11.8	B	E
I Ave / 32 nd Street	AWSC	12.2	B	16.4	E	E
J Ave / 22 nd Street	AWSC	8.8	A	9.3	A	E
K Ave / 6 th Street	TWSC	9.7	A	9.7	A	E
K Ave / 8 th Street	TWSC	9.3	A	9.7	A	E
K Ave / 12 th Street	TWSC	32.8	D	146.5	F	D
K Ave / 17 th Street	AWSC	7.7	A	8.4	A	E
Kingsway / Anaco Beach Rd	TWSC	9.7	A	17.9	E	E
M Ave / 12 th Street	Signal	10.4	B	28.5	E	D
M Ave / 17 th Street	TWSC	11.7	B	14.0	B	E
M Ave / 22 nd Street	AWSC	10.4	B	14.5	B	E
M Ave / 32 nd Street	TWSC	19.5	E	83.7	F	E
M Ave / 41 st Street	TWSC	10.1	B	12.0	B	E
Oakes Ave / Anacopper Rd	TWSC	14.5	B	22.5	E	D
Oakes Ave / Glasgow Way	TWSC	28.2	D	47.4	E	D
Oakes Ave / Hartford Ave	TWSC	12.5	B	13.9	B	D
Pennsylvania Ave / W 12 th Street	RAB	3.9	A	4.5	A	E
Q Ave / 4 th Street	TWSC	12.9	B	12.9	B	D
Q Ave / 9 th Street	TWSC	18.8	E	27.4	D	D
Q Ave / 17 th Street	Signal	14.3	B	19.4	B	E
Q Ave / Seafarers Way	TWSC	23.1	E	23.9	E	E
R Ave / 22 nd Street	RAB	13	B	21.0	E	E
R Ave / 28 th Street	TWSC	22.6	E	37.6	E	E
R Ave / 30 th Street	TWSC	21.2	E	32.8	D	E
R Ave / 32 nd Street	TWSC	22	E	25.1	D	E
R Ave / SR 20	Signal	13.9	B	15.6	B	D
S March Point Rd / Bartholomew Rd	TWSC	14.4	B	17.7	E	E

Intersection	Control Type ¹	2015		2036		LOS Standard
		Delay (s)	LOS	Delay (s)	LOS	
S March Point Rd / March Point Rd (E)	TWSC	11.1	B	11.8	B	C
S March Point Rd / March Point Rd (W)	TWSC	12.9	B	12.2	B	C
S March Point Rd / Reservation Rd	TWSC	13.6	B	15.6	C	C
Sands Way / Skyline Way	AWSC	7.3	A	8.1	A	C
SR 20 / Commercial Ave	RAB	14.5	B	25.9	C	D
SR 20 / Fidalgo Bay Rd	TWSC	117.4	F	645.8	F	D
SR 20 / March's Point Rd	Signal	51.8	D	71.3	E	D
SR 20 / Reservation Rd	Signal	23.4	C	29.5	C	D
SR 20 / SR 20 Spur	Signal	48.1	D	49.3	D	D
SR 20 / Thompson Rd	Signal	54.1	D	49.6	D	D
Sunset Ave / Anaco Beach Rd	TWSC	10.5	B	12.2	B	C
Sunset Ave / Ferry Terminal Rd	Signal	0.7	A	0.7	A	D
Sunset Ave / Skyline Way	TWSC	11.7	B	13.8	B	C
¹ AWSC = All way stop control; TWSC = Two way (minor street) stop control; RAB = Roundabout ² Reported as average control delay for all movements. For two way stop, delay is reported for the movement with the worst (highest) delay.						

Table T-19 and T-20 identify intersections and streets which are forecasted to operate below minimum LOS standards by 2036 based on the latest land use and travel demand forecasts. These deficiencies assume no capacity improvement projects will be built in the 20-year planning horizon.

Level of service deficiencies are forecasted to occur at 9 intersections in the planning area by 2036. These include four arterial intersections along the SR 20 spur corridor and three intersections along R Avenue. The other two failures occur at the intersections of 32nd Street with D Avenue and M Avenue. Most failures occur at intersections which currently operate with stop-controlled minor approaches.

A segment LOS deficiency is forecasted to occur on Oakes Avenue from Anacopper Mine Road to A Avenue, which will operate at LOS E by 2036.

Table T-19. 2036 Intersection Level of Service Deficiencies.

Intersection	Control Type ¹	No Improvement		With Improvement		LOS
		Delay ² (sec/veh)	LOS	Control Type	Delay ² (sec/veh)	
D Ave / 32 nd Street	TWSC	89.7	F	RAB	7.6	A
K Ave / 12 th Street	TWSC	146.5	F	RAB	18.8	B
M Ave / 32 nd Street	TWSC	83.7	F	AWSC	18.8	C

Oakes Ave / Glasgow Way	TWSC	47.4	E	RAB	8.0	A
R Ave / 28 th Street	TWSC	36.2	E	RIRO	10.8	B
R Ave / 30 th Street	TWSC	32.8	D	RAB	11.8	B
R Ave / 32 nd Street	TWSC	25.1	D	RIRO	10.7	B
SR 20 / Fidalgo Bay Rd	TWSC	645.8	F	RIRO	12.7	B
SR 20 / March's Point Rd	Signal	71.3	E	Signal	13.9	B

¹TWSC = Two Way Stop Control; AWSC = All Way Stop Control; RAB = Roundabout; Signal = Signalized; RIRO = TWSC with right in right out access

²Average control delay for all movements. For TWSC, delay is reported for the movement with the highest delay.

Table T-20. 2036 Segment Level of Service Deficiencies.

Segment	From	To	No Improvement		With Improvement	
			V/C	LOS	V/C	LOS
Oakes Ave (SR 20 spur)	Anacopper Mine Rd	A Avenue	0.98	E	0.84	D

Recommended Improvement Projects

All citywide intersection and segment LOS deficiencies will be mitigated by the improvement projects identified in Table T-21. Five projects have been previously identified in the 2015-2020 Capital Facilities Plan. Table T-21 also identified two projects which are not included in the 2015-2020 CFP but which will be necessary to maintain LOS standards by 2036, including an intersection improvement at 12th Street and K Avenue and the completion of nonmotorized facilities from Ferry Terminal Road to Commercial Avenue.

Cost estimates are based on cost estimates included in the 2015-2020 CFP, where available. Other cost estimates are based on unit costs for similar projects in the region. Total estimated cost of growth-related improvement projects is \$15,562,230.

The intersections of SR 20 with SR 20 Spur and Fidalgo Bay Road are scheduled for reconstruction in 2018 as part of Washington State Department of Transportation (WSDOT) Sharpe's Corner intersection reconstruction project. The preferred design alternative includes a two-lane roundabout at the SR 20 / SR 20 Spur intersection with a median and right in/right out access at the intersection of SR 20 and Fidalgo Bay Road. This project is funded by WSDOT and not included in Table T-21.

Table T-21. Recommended Improvement Projects To Maintain Levels of Service.

CFP Project Number	Project Name	Project Description	Est. Cost
T-1301	R Avenue Long Term Improvements	Roundabout at 30 th St with right in/ right out (RIRO) access at other existing TWSC intersections along R Avenue	\$3,757,250
T-1405	Edwards Way Intersection Improvements	New roundabout	\$1,699,500
T-601	17th Street Q to R	Connect R Avenue to the signal at 17 th Street and Q Avenue	\$535,600
T-708	32 nd Street and D Avenue Intersection Improvements	New roundabout	\$849,750
T-805	32 nd Street and M Avenue Intersection	New single lane roundabout at 32 nd St / M Ave	\$1,700,000
n/a	12 th Street / K Avenue Intersection Improvements	Capacity improvements options include signal, roundabout, right-in-right-out, or westbound acceleration lane	\$1,000,000
n/a	SR 20 Spur (Ferry Terminal to G Ave) Sidewalk Improvements	Full widening, bike lanes and sidewalks	\$5,690,000
Total Estimated Project Cost			\$15,232,100

TRANSPORTATION IMPACT FEE RATE UPDATE

Definition of Impact Fees

Impact fees are a comprehensive grouping of charges based on new development within a local municipality. These fees are assessed to pay for capital facility improvement projects necessitated by new development growth (including but not limited to parks, schools, streets/roads, etc.).

Transportation Impact Fees are collected to fund improvements that add capacity to the transportation system, accommodating the travel demand created by new development in Anacortes. The Revised Code of Washington (RCW) Section 82.02.050 identifies the intent of impact fees as the following:

- To ensure that adequate facilities are available to serve new growth and development;
- To promote orderly growth and development by establishing standards by which counties, cities, and towns may require, by ordinance, that new growth and development pay a proportionate share of the cost of new facilities needed to serve new growth and development; and
- To ensure that impact fees are imposed through established procedures and criteria so that specific developments do not pay arbitrary fees or duplicative fees for the same impact.

Statutory Basis for Impact Fees

Transportation Impact Fees are a financing mechanism authorized by the Growth Management Act (GMA) of Washington State (see RCW 36.70A.070 and 82.02.050 et seq.). However, impact fees are not mandatory; they are simply authorized by the GMA as a local option. State law imposes strict limitations on impact fees. These limitations are intended to assure property owners that the fees collected are reasonably related to their actual impacts and will not be used for unrelated purposes.

The funds collected from developments can be expended only on transportation system improvements, which are: (a) identified in the comprehensive plan as needed for growth, and (b) reasonably related to the impacts of the new development from which fees are collected.

Specifically, condition (a) requires that impact fees are not used on improvements needed to remedy existing deficiencies. Those needs must be entirely funded from public sector resources. Condition (b) is satisfied if the local government defines a reasonable service area, identifies the public facilities within the service area that require improvement during the designated planning period, and prepares a fee schedule taking into account the type and size of the development as well as the type of public facility being funded.

To achieve the goal of simplicity, impact fee calculations are applied on an average basis for the entire transportation system, rather than project by project. This is a key difference between impact fees and State Environmental Policy Act (SEPA) mitigation, whereby pro-rata shares of specific project improvements are collected.

Pre-calculated impact fees are easier to administer than traditional SEPA development mitigation, at the point of development review. However, more complex administrative procedures are necessary to track the funds collected from each development. This is necessary to assure that the funds are expended only on eligible transportation system improvements, and also to assure that impact fee revenues are used within six years. Fees not expended within six years must be refunded with interest to the current owner of the property.

Projects Eligible for Impact Fees

Projects which provide street network (i.e. segment or intersection) capacity improvements which are required to maintain minimum LOS standards through 2036 are identified below. Only growth-related LOS deficiencies are eligible for inclusion in impact fee rate calculation.

Estimated project costs include various elements which are all necessary for the construction of transportation improvements including design, permitting, right-of-way, construction, and construction management. Ongoing or future maintenance is not an eligible impact fee cost. Projects which are not eligible for impact fee calculation, whether because they are non-capacity-related, are needed to mitigate existing LOS deficiencies, or are considered maintenance projects/programs, are not shown here.

What are the impact fees?

Fees will change over time due to inflation and other possible code modifications. Please see the most recent Transportation Impact Fee ordinance and/or Anacortes Municipal Code for the most current transportation impact fees.

Projected 20-Year Transportation Revenues

The 20-year projection of transportation revenues expected to be available to the City of Anacortes was developed by the City's Finance Department and is largely based on an extrapolation of funding received from existing sources. Total revenue expected to be received from these sources is projected to be approximately \$70 million over the next 20 years.

In Table T-22 below, the net result of the analysis is that the City is projecting to have funding available for operations, maintenance, and capital projects over the next 20 years.

Table T-22. City of Anacortes 20-year Transportation Revenue and Expenditure Estimates.

Budget Items	2017-2036
<u>Revenue Estimates</u>	
<i>Existing Revenue Sources;</i>	
State Gas Tax	\$7,537,614
Transportation Impact Fees	\$2,658,476
General Revenues-Property Tax	\$14,870,035
General Fund Transfer	\$4,368,112
REET	\$5,460,140
Solid Waste-Utility Tax	\$5,271,284
Prilled Sulfur Revenue	\$5,271,284
TBD Vehicle License Fees	\$6,228,054
Total Estimated Revenue from Existing Sources	\$51,664,999
<i>Anticipated New Revenue Sources</i>	
Impact Fee Increase	\$12,903,754
Increase in TBD Vehicle License Fees	\$5,640,510
Total Estimated Revenue from Anticipated New Sources	\$18,544,264
Total Estimated Revenues	\$70,209,263
<u>Fixed Expenditures</u>	
Operations/Maintenance—Existing street system	\$24,326,733
Total Fixed Expenditures	\$24,326,733
Total Revenue Available for Capital Projects	\$45,882,529
Overlay Projects	\$29,524,402.99
Capital Projects, 20-Year CIP	\$15,562,230.00
Total Capital Spending	\$45,086,633
Fund Balance available for future Capital Needs	\$795,896
Assumptions	
- Revenue will increase at 2% per year - Starting 2017 transportation impact fees will be increased - General revenues and REET will continue to be allocated to transportation uses at the same proportions that is has in years 2015-2016 - The Port of Anacortes will continue to pay for prilled sulfur hauling and such hauling will not decrease in quantity	

Budget Items	2017-2036
• The TBD will increase vehicle license fees by \$20 in 2020 • The City will increase overlay spending at 5% per annum starting 2020	

Intergovernmental Coordination

The City of Anacortes works to maintain positive relationships with neighboring jurisdictions, regional agencies and service providers, and tribal, state and federal governments. The City has a shared interest and concern in maintaining a vital local and regional economy, and a high quality of life for its citizens which depend on transportation mobility across jurisdiction boundaries. The Transportation element took into account planned improvements and policies of various state, regional, and local agencies, including Washington State Department of Transportation, Skagit Council of Governments (SCOG), Skagit County, Skagit Transit, and Island County. Coordination efforts are expected to be ongoing with:

Washington State Department of Transportation (WSDOT)

As required by GMA, the Anacortes Transportation Element fully addresses the state highway system serving the City. The State has adopted level of service (LOS) standards for Highways of Statewide Significance (HSS), establishing LOS-D as the standard for HSS facilities in urban areas. The City's standard of LOS-D for SR 20 within the City is consistent with the State standard.

In July 2015, the SR 20 – Sharpes Corner Vicinity Interchange project received funding from the state Legislature as part of the Connecting Washington transportation package. The City continues to coordinate with WSDOT on this project by serving as a member on the project planning committee.

The City continues to coordinate with WSDOT on the South Commercial Avenue (SR 20 Spur) Corridor Plan planning process in order to best synchronize improvements and leverage funding opportunities.

Skagit Council of Government

The Anacortes Transportation element was prepared using a travel forecasting model coordinated with the SCOG regional model. The City anticipates a certification review by SCOG to ensure its conformity with the Skagit 2040 Plan.

Skagit County

The Skagit County transportation and capital improvement plans were reviewed as part of the Anacortes Transportation element update. The City will continue to coordinate with Skagit County to address the needs of travel across jurisdiction limits, including developing joint regulations for developments within the unincorporated UGA to ensure that the future transportation system can adequately support the growth projections. Application of street standards and other development regulations are addressed through the *Interlocal Agreement between Skagit County and the City of Anacortes Regarding the Adoption and Implementation of the City of Anacortes Urban Growth Area*. The City plan also supports and incorporates connections to the regional trail system.

Skagit Transit

The Anacortes Transportation Element acknowledges the need for coordination between the City and Skagit Transit to identify transit service improvements and strategies for serving growth in Anacortes, considering land uses, densities, cost of service, and revenues. Policies to provide adequate streets, non-motorized facilities and densities sufficient to support transit service are identified in the Comprehensive Plan.

Capital Facilities Background

~~Introduction &~~ Background & Context

The Growth Management Act (GMA) requires a Capital Facilities Element as a component of the Comprehensive Plan. The Capital Facilities element is required to consist of the following (RCW 36.70A.070(3)):

- An inventory of existing capital facilities owned by public entities, [including green infrastructure](#), showing the locations and capacities of the facilities;
- A forecast of the future needs for such capital facilities;
- The proposed locations and capacities of expanded or new capital facilities;
- At least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes;
- A requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan, element, and financing plan within the capital facilities plan element are coordinated and consistent.

The Washington Administrative Code (WAC) recommends that a capital facilities element include the following public facilities:

- Water systems;
- Sanitary sewer systems;
- Storm-water facilities;
- Schools;
- Parks and recreation facilities; ~~and~~
- [Police and fire protection facilities; and-](#)
- [Other City Facilities.](#)

The intent of the GMA in requiring a capital facilities element is to ensure that the public facilities which service a jurisdiction's citizens are in place generally as growth occurs, rather than lagging behind. ~~As~~

~~the WAC states, “The capital facilities element should serve as a check on the practicality of achieving other elements of the plan.”~~

The Act can be summarized as mandating that a balance be maintained among three interrelated factors:

- Land use allocation, which creates demand for facilities;
- Level of service (LOS) guidelines, which determine the number, size, extent and nature of facilities for a given demand;
- Projected financial capacity, which determines what types and amounts of revenue are available for capital facilities.

This Capital Facilities Element has been coordinated with other Elements of the Comprehensive Plan and with other City planning documents. The Land Use Element presents the growth requiring new utility facilities and services. The adopted functional plans for each City-owned utility service, namely [the Water System Plan](#), ~~water, wastewater~~ [General Sewer Plan, Stormwater Master Plan, the Transportation Element and Master Plan, and the Facilities Condition Assessment](#) ~~and stormwater management~~ are briefly described in this Element, and are incorporated into the Comprehensive Plan by reference. Each functional plan should be consulted for more detailed information regarding inventories, forecast needs, location and capacity of facilities, and financing. The City’s Capital Facilities Plan, which is updated every two years, contains the six year plan to finance capital facilities within projected funding capacities and identifies sources of public money for such purposes, [or the lack of funding available for the project](#). The Capital Facilities Plan is a planning document, not a budget for expenditures, nor a guarantee that the listed projects will be implemented. The City’s ~~biennial~~ [annual](#) budget includes funding for construction of new or expanded City-owned facilities. It also provides funding and staffing for operation of these facilities.

Existing Capital Facilities & Future Needs

Over the next 20 years, the City of Anacortes plans to continue to maintain existing infrastructure and invest in expanded or new infrastructure to support the development patterns called for in the Land Use Element. Where reliable information could be developed, the City has identified projects over the 20-year time period. The City will continue to monitor growth over time to ensure capital facilities can be provided over the long-term.

Water

The City of Anacortes owns and operates its water system and provides water to customers in its retail service area and also wholesales water to several water systems in Skagit and Island counties, some of which then wholesale the Anacortes water to other water systems.

INVENTORY

The Anacortes water system service area covers the majority of Fidalgo Island, a portion of the western Skagit County mainland, and a portion of Whidbey Island. Areas served include the City of Anacortes; the City of Oak Harbor, including NAS Whidbey; the Town of LaConner, including Shelter Bay; the Swinomish Tribal Community; and the Del Mar development. The service area boundary was established in the 2000 Skagit County Coordinated Water System Plan (CWSP). The water source for the system is the Skagit River. The City owns and operates a regional water treatment plant located ~~at 14489 Riverbend Road~~ near Mount Vernon, on the east bank of the Skagit River. The original plant was constructed and placed in operation in 1971; construction of the new 55,697 sq. ft. facility (40,010 sq. ft. occupied, 15,687 sq. ft. unoccupied) was completed in 2013.

The waters of Washington State collectively belong to the public and cannot be owned by any one individual or group. Instead, individuals or groups may be granted rights to them. A water right is a legal authorization to use a predefined quantity of public water for a designated purpose. Anacortes currently holds three water right certificates whose total uninterruptable maximum instantaneous quantity of primary rights equals 57.53 million gallons per day (mgd) – 54.94 mgd from the Skagit River and 2.59 mgd from Lake Campbell. The Skagit River water rights were documented as part of the 1996 Memorandum of Agreement (MOA). The signators of the MOA agreed not to challenge the water rights captured in the agreement for a 50-year period from the date of signing [\(2046\)](#).

Anacortes separates its water system infrastructure into two categories: regional and retail. The regional system is comprised of the water source facilities, the Water Treatment Plant, transmission pipelines, and associated valves and wholesale supply interties. The retail system includes storage facilities, pump stations, distribution piping, emergency interties, and pressure reducing valves.

The major system facilities are listed below and discussed in detail in the Water System Plan:

- Skagit River Intake
- Anacortes Water Treatment Plant (WTP)
- 2 Transmission Pipelines from the WTP to the 3-MG Reservoir
- 2 Transmission Pipeline Spur to Oil Refineries
- Transmission Pipeline Spur to Deception Pass (serving Oak Harbor)
- [46](#) Reservoirs
- [67](#) Pump Stations
- [917](#) Pressure Zones

The water is transmitted to Anacortes via two 36-inch diameter pipelines with several ~~interties~~[meters](#) in between the treatment plant and Anacortes. The ~~interties~~[meters](#) serve the Skagit PUD, the City of Oak Harbor, the ~~Shell and Tesoro~~[Marathon and HF Sinclair](#) refineries, the Town of La Conner, and the Swinomish Tribal Community. Anacortes' [s](#) distribution system encompasses more than 159 linear miles of water mains that range in size from 4-inch to 24-inch. ~~60~~[65](#)% of the distribution system is composed of ductile iron pipe, ~~35~~[25](#)% is composed of asbestos cement pipe, and the remaining ~~5~~[10](#)% is made up of a variety of pipe materials such as PVC and steel.

~~Figure CF-1. City Water Map.~~

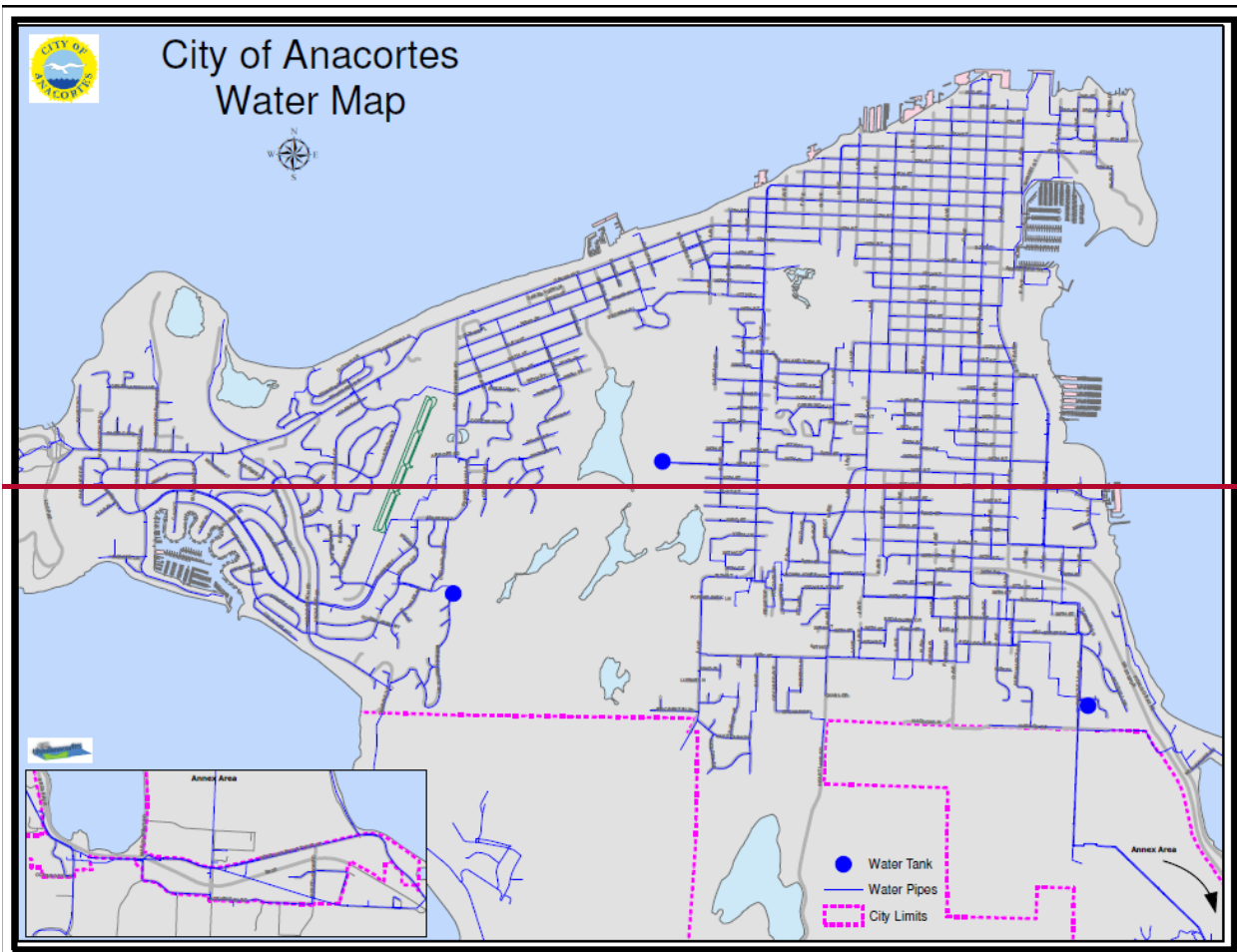


Figure CF-1. Anacortes Water System – Regional Distribution Area.

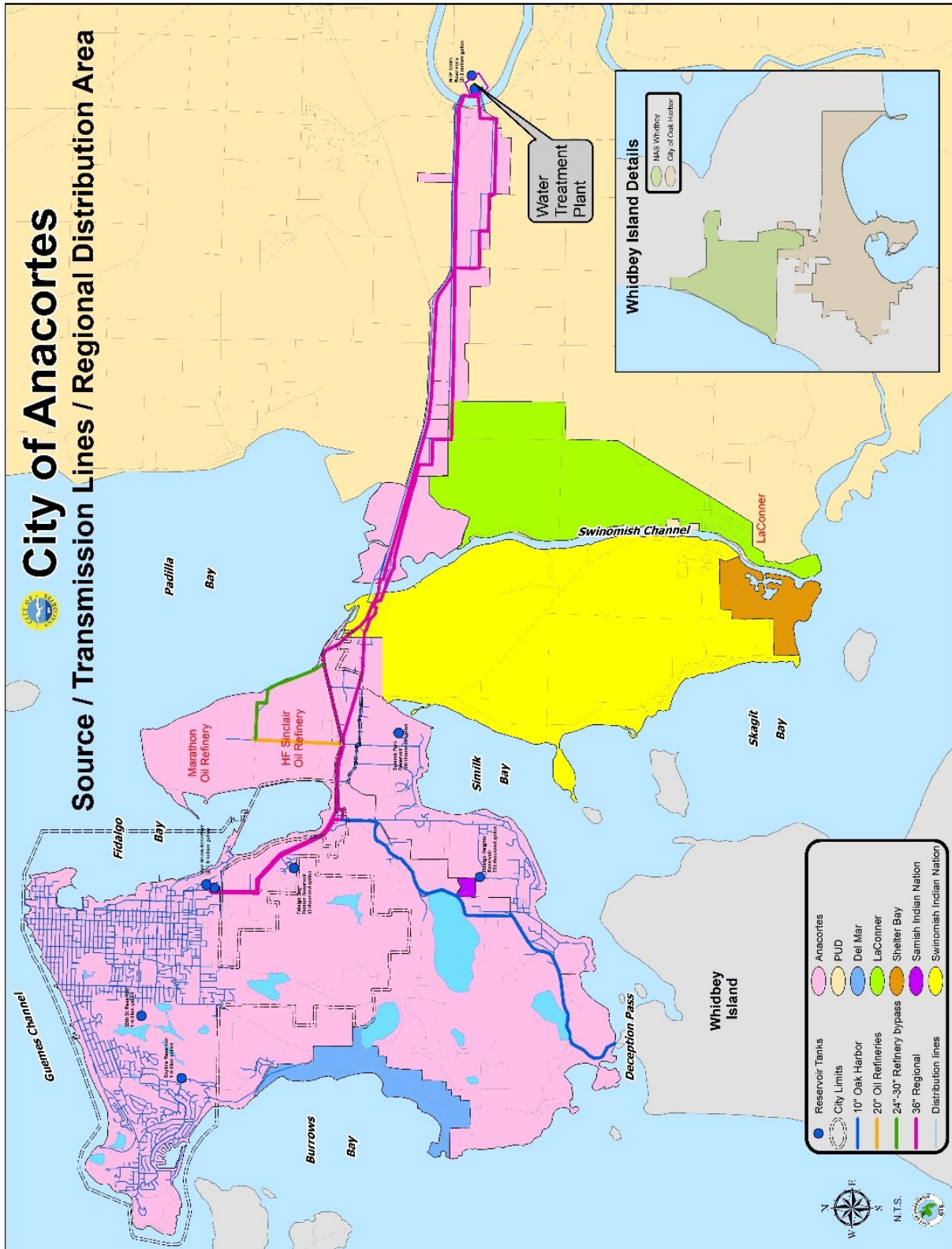
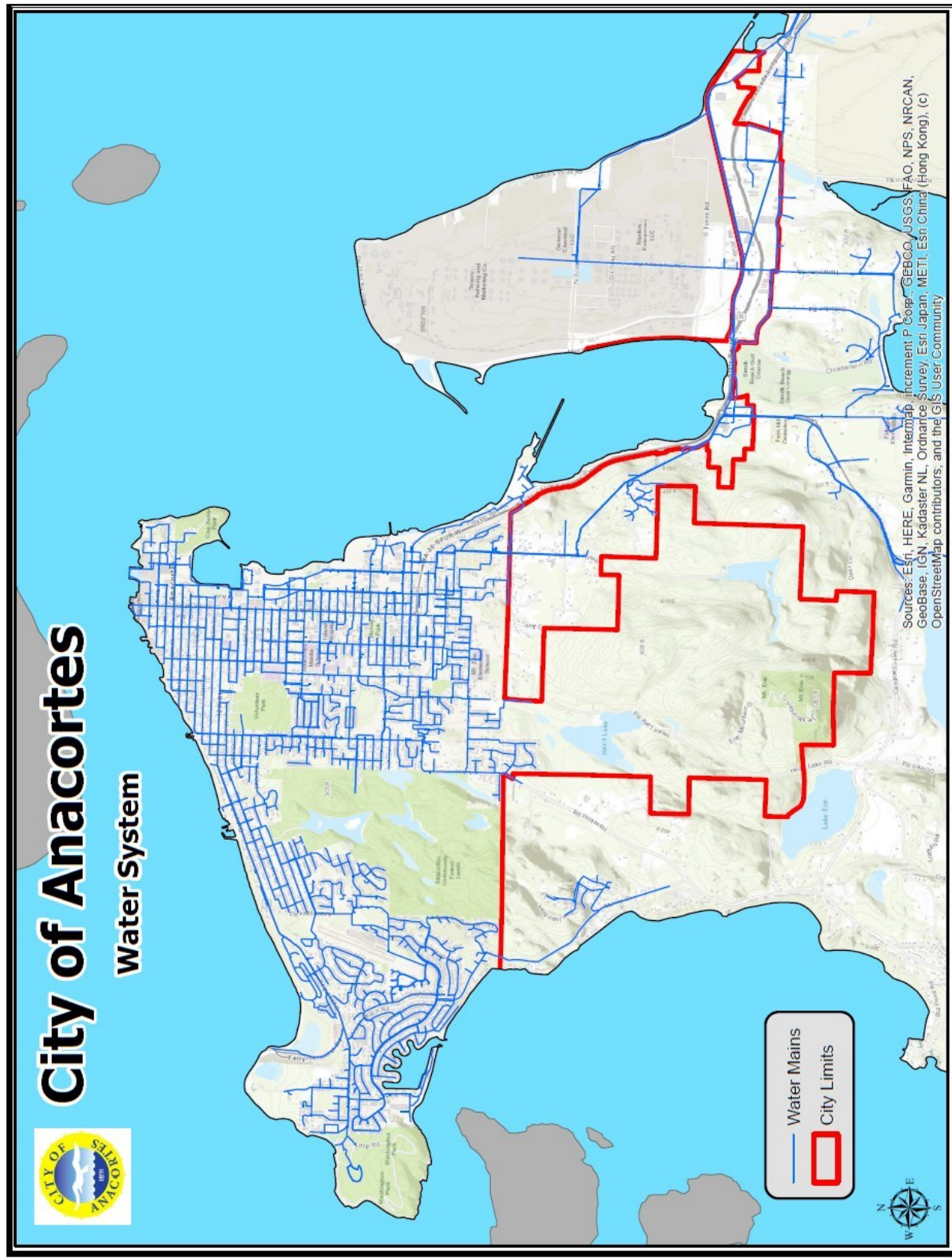


Figure CF-2. City Water System Map.



FUTURE FACILITY NEEDS

For planning purposes, the ~~2011~~-draft 2025 Water System Plan uses a standard consumption amount of ~~183~~150 gallons per day per Equivalent Residential Unit (ERU) for estimating future water demand. The ~~2011~~-2025 draft Water System Plan estimates that in ~~2029~~2034, the average day demand will be ~~26.26~~24.6 mgd (million gallons per day) without conservation and ~~26.23~~24.3 mgd with conservation. The ~~2029~~2044 estimated maximum day demand is ~~39.38~~40.9 mgd without conservation and ~~39.34~~40.4 mgd with conservation. The CWSP (~~Coordinated W~~ater Ssystem Pplan) estimates a Year 2050 peak day requirement of 47.6 mgd. The Water Treatment Plant currently has capacity to produce 43 mgd, with the ability for further expansion to 54 mgd. Therefore, based on supply capacity and projected demand, maximum day demand will not exceed available supply for the planning horizon, and available supply is adequate to serve average day demand well beyond ~~2029~~2045. The City of Anacortes holds the senior water right for the Skagit River.

The Capital Improvement Plan (CIP) projects identified for the 20-year planning horizon are summarized in the ~~draft 2011-2025~~ Water System Plan (WSP). The CIP was developed from two elements: the WSP System Analysis which identified projects to address inadequate fire flows, storage and low pressures, and the Anacortes CIP (~~existing at the time the WSP was written~~), which identified projects related to system maintenance. ~~The maintenance projects are generally given a high priority and dominate the 6-year plan.~~ In particular, projects such as the annual pipeline replacement which not only serve a maintenance function but may also improve fire flows and low system pressure have a high priority. ~~Projects that only serve to improve flow or pressure tend to fall later in the planning cycle.~~ As required by the Department of Health, the WSP includes a six year CIP. Table CF-1 is a list of projects from the ~~list of projects from the current CIP which has been updated since the WSP was written.~~ draft 2025 WSP and reflects what is needed based on modeling the water system and ongoing maintenance.

Table CF-1. Water System Capital Projects.

Water Capital Plan	2016	2017	2018	2019	2020	2021	2016-2021	2022-2035	TOTAL
City (retail / commercial):									
Pipeline replacements	\$ 299,790	\$ 314,795	\$ 330,551	\$ 347,096	\$ 364,469	\$ 382,711	\$ 2,039,411	\$ 7,875,643	\$ 12,239,965
Additional Pipe Replacements	\$ 765,488	\$ 803,802	\$ 844,034	\$ 886,280	\$ 930,640	\$ 977,220	\$ 5,207,463	\$ 20,109,785	\$ 5,936,463
3mg reservoir	\$ 410,439	\$ 2,631,069	\$ 1,908,575				\$ 4,950,083	\$ 4,950,083	\$ 4,950,083
Water Volume Increase to 2 and 3 MG				\$ 521,074	\$ 554,144		\$ 1,075,218	\$ 1,075,218	\$ 1,075,218
Projects Identified in Water System Plan							\$ -	\$ 6,380,524	\$ 32,000
Radio Telemetry	\$ 54,774						\$ 54,774	\$ 54,774	\$ 54,774
Reservoir internal maintenance	\$ 120,803		\$ 393,964		\$ 448,360		\$ 963,127	\$ 963,127	\$ 963,127
Total City	\$ 1,651,294	\$ 3,749,666	\$ 3,477,124	\$ 1,754,449	\$ 2,297,612	\$ 1,359,931	\$ 14,290,077	\$ 34,365,952	\$ 25,251,631
Refinery:									
West March Point Rd					\$ 420,339	\$ 1,788,062	\$ 2,208,401		\$ 2,208,401
Total Refinery	\$ -	\$ -	\$ -	\$ -	\$ 420,339	\$ 1,788,062	\$ 2,208,401	\$ -	\$ 2,208,401
Oak Harbor:									
Plass Lake 10" line		\$ 1,156,234					\$ 1,156,234		\$ 1,273,234
Shapes corner 36" line relocation	\$ 186,645						\$ 186,645		\$ 362,145
Total Oak Harbor	\$ 186,645	\$ 1,156,234	\$ -	\$ -	\$ -	\$ -	\$ 1,342,879	\$ -	\$ 1,635,379
Regional:									
Catholic Protection	\$ 31,904	\$ 32,941	\$ 34,011	\$ 35,116	\$ 36,257	\$ 37,435	\$ 207,664	\$ 733,676	\$ 238,564
Intake low head replacements		\$ 439,215	\$ 467,094	\$ 496,754			\$ 1,403,063		\$ 1,403,063
Skagit County Coordinated Water Plan							\$ -		\$ 150,000
Water Comp Plan Update							\$ -		\$ 186,190
Reline 1950's 36 inch line		\$ 1,012,753					\$ 1,012,753		\$ 1,012,753
Demolition of Old WTP	\$ 309,750						\$ 309,750		\$ 609,750
WTP raw waterline				\$ 263,503	\$ 1,120,901		\$ 1,384,404		\$ 1,384,404
Intake traveling waterscreen			\$ 470,771				\$ 470,771		\$ 470,771
Intake educator			\$ 433,600				\$ 433,600		\$ 433,600
Total Regional	\$ 341,654	\$ 1,484,909	\$ 1,405,476	\$ 795,373	\$ 1,157,158	\$ 37,435	\$ 5,222,005	\$ 733,676	\$ 5,889,095
Total Capital excluding Debt	\$ 2,179,593	\$ 6,390,809	\$ 4,882,600	\$ 2,549,822	\$ 3,875,109	\$ 3,185,428	\$ 23,063,361	\$ 35,099,628	\$ 34,984,505

Water System 20 Year Capital Plan

2026-2046

Project	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037-2046	Total by project
Pipeline additions and pipeline replacements	\$1,600,000.00	\$1,700,000.00	\$1,800,000.00	\$1,900,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$23,000,000
Various Equipment Replacement	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$4,800,000
Whitemarsh Junction Upgrade	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,574,000	\$6,574,000
B Ave Pipe Upgrade	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$314,000	\$0	\$0	\$314,000
North Padilla Bay Area Pipe Upgrade	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,182,000	\$0	\$0	\$2,182,000
Pointe Zone Pipe Upgrade	\$0.00	\$0.00	\$0.00	\$0.00	\$255,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$255,000
Gibraltar Rd, Carolina, and Jura Pipe Upgrade	\$1,879,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,879,000
Yoketo Area Pipe Upgrade	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,880,000	\$0	\$0	\$1,880,000
Saterlee Pipe Upgrade	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$350,000.00	\$0.00	\$0.00	\$350,000
Southeridge PI Pipe Upgrade	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$482,000	\$0	\$0	\$482,000.00
Pipe Arch Replacement	\$550,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$550,000
Repair 36-inch Transmission Line near Swinomish Slough	\$700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$700,000.00
Lead and Copper Line Replacements	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000.00
Hummingbird Ln Rezoning	\$0	\$0	\$0	\$0	\$152,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$152,000
A Ave Pump Station	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,300,000.00	\$0.00	\$0.00	\$0.00	\$4,300,000
Castilleja Pump Station	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000,000
Rockridge Pump Station	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,750,000.00	\$0.00	\$0.00	\$2,750,000
Pointe Pump Station	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000,000
Fidalgo Bay Estates Pump Station	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,250,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,250,000
SR20 South Pump Station	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,250,000.00	\$0.00	\$0.00	\$0.00	\$3,250,000
FBE Tank Decommission	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000
Summit Park Tank Decommission	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000
Tank Coatings - Clamwells, Blue Heron, Sunrise Estates	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,800,000.00	\$0.00	\$7,800,000
Skyline rehabilitation & 29th Street Tank Replacement	\$4,000,000.00	\$4,000,000.00	\$1,787,500.00	\$1,787,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,575,000
Thompson Rd PRV Station Upgrade	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$566,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$566,000
PRV-22 Station Upgrade	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$566,000.00	\$0.00	\$0.00	\$566,000
Northwest Scenic Trail Emergency PRV Station Evaluation and Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$650,000.00	\$0.00	\$0.00	\$650,000
Repair 36-inch valve at Telegraph Slough and corrosion control	\$775,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$775,000
Rebuild PRVs	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150,000.00	\$0.00	\$0.00	\$0.00	\$300,000.00	\$0.00	\$0.00	\$600,000

Water System Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$450,000
Water meter replacements including interties	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$900,000
Storage Building	\$300,000.00	\$700,000.00	\$200,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,200,000
HSPS Drive Replace	\$350,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$350,000
Treatment Plant Iron Manganese Removal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250,000
HVAC system	\$200,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200,000
Administration building roof	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000
Filter railing gate and ladders	\$0.00	\$250,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250,000
Second Clarific Tank Evaluation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150,000
Second Clarific Tank Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$195,000
HSPS pump rebuild Evaluation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000
LPS pump rebuilds Evaluation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000
Rotork replacements	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$1,100,000
Combined filter effluent turbidity meter Evaluation	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150,000
Combined filter effluent turbidity meter Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000
Intake Station Replacement Evaluation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$125,000
Intake Station Replacement Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#####	\$20,000,000
Sluffing Study	\$0.00	\$130,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$130,000
Water Treatment Plant Facility Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000
EOM Project (cost being double checked)	\$0.00	\$0.00	\$0.00	\$0.00	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150,000
Total by year:	\$9,354,000.00	\$5,180,000.00	\$2,087,500.00	\$2,189,500.00	\$355,000.00	\$250,000.00	\$4,116,000.00	\$5,970,000.00	\$7,980,000.00	\$12,454,000.00	\$7,800,000.00	#####	#####	#####	#####	#####	#####	#####	\$84,310,000

FUNDING

Funding Needs: Transmission mains, reservoirs, wellfield development, and treatment upgrades.

Primary Sources:

- **Beginning Fund Balance:** Used for immediate capital priorities and contingencies.
- **Net Operating Revenues:** Applied toward system reinvestment and capital reserves.
- **GFCs:** Fund new source capacity and backbone infrastructure.
- **Latecomer Contracts:** Used where developers extend water mains beyond their property.
- **State Revolving Fund (SRF) Loans:** For treatment and storage expansion.

Strategy:

1. Conduct annual rate studies to balance affordability with capital needs.
2. Maintain 90-day minimum O&M reserve and 100% capital reserve target.
3. Update GFCs every 3 years to reflect current construction costs.

Table CF-2. Water System Capital Project Funding.

Funding Sources	Amount (2015-2020)
2016 Beginning Fund Balance	\$3,379,921
Net operating revenue	\$10,767,564
General Facilities Charges	\$1,865,576
Grants & Debt Proceeds	\$7,050,000
Total	\$23,063,061

Wastewater (Sanitary Sewer)

The City of Anacortes owns and operates the sanitary wastewater system, [including the gravity collection system, 23 lift pump stations, and the treatment plant](#), and provides wastewater service to residential and commercial customers within City Limits.

INVENTORY

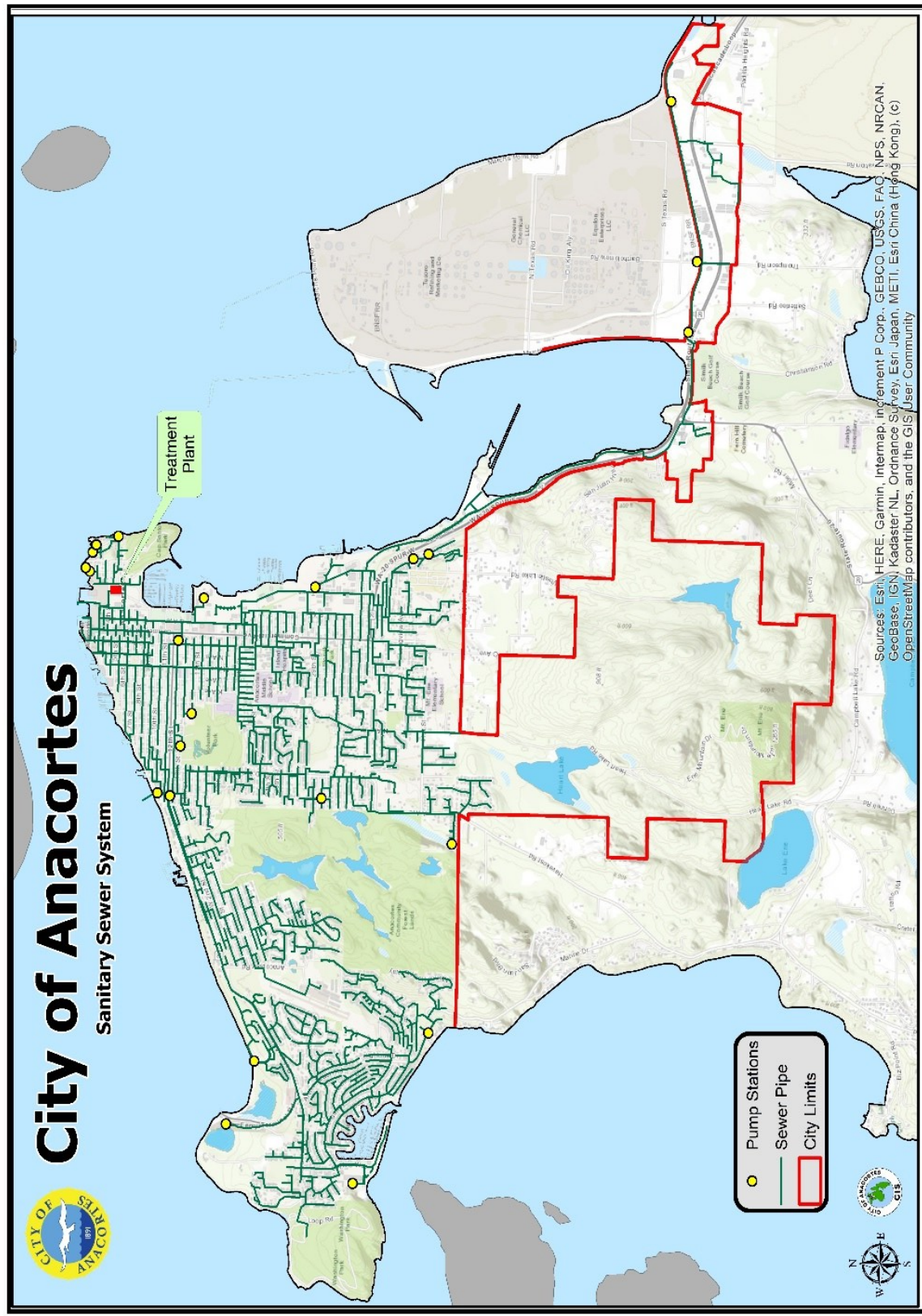
The wastewater system is comprised of sewage collection and treatment. The collection system includes 23 pump stations, force mains, and gravity sewer pipe. [Figure CF-2 provides theA](#) layout of the system ~~with pipe sizes is shown in the City's Wastewater Comprehensive Plan~~. The pipes total more than ~~102.5~~[118.9](#) miles in length, range in size from ~~41.5~~[18-36](#) inches in diameter, and are built at depths of from 3 feet to 26.2 feet. The City's pump stations have rated pumping capacities from 33 gpm to 1,380 gpm.

Treatment is provided by the Anacortes Wastewater Treatment Plant (WWTP). The WWTP is located at 500 T Avenue and provides treatment for ~~over 10,785 acres of~~[7,122](#) residential [customers](#) and ~~485~~ commercial customers within the City of Anacortes [\(in 2025\)](#). The 20,247 sq. ft. plant incorporates an

activated sludge design. The plant's solids handling system consists of ~~two~~^a gravity sludge thickeners, a sludge filter press and dewatering unit, and a fluidized bed sludge incinerator. The facility is equipped with an extensive odor control system with air continually being removed from odor causing processes and treated in a two stage wet scrubber system. Most of the flow through the plant is by gravity. However, effluent flows must be pumped under high flow conditions. Effluent is discharged through an outfall in the Guemes Channel ~~near the northwest corner of Pier 2~~. The plant has a monthly maximum~~certified~~ capacity of 4.5 million gallons per day (MGD) and has an average daily flow of 2.07~~2.01~~ MGD but can experience 10MGD when it rains over 1 inch in 24-hours due to stormwater entering the sanitary sewer system. The plant was designed with a possibility for a 100 percent expansion.

~~The wastewater system is subject to high levels of infiltration and inflow (I&I). Much of the existing collection system is made up of concrete and clay pipe with a great deal of infiltration through cracked or broken pipe, bad pipe joints, or manholes that are in bad condition. The Capital Improvement Plan anticipates an ongoing I&I reduction effort throughout the entire planning period.~~

Figure CF-32. City sanitary sewer map.



FUTURE FACILITY NEEDS

The ~~2015-2025 Wastewater Comprehensive~~ General Sewer Plan included modeling the system and found that there are ~~no known~~ capacity issues with the collection system under current conditions. The treatment plant capacity is generally consistent with the ~~2036-2045~~ growth projections, assuming treatment operations remain as designed rather than optimized for nutrient removal. The uncertain regulatory future of the Puget Sound Nutrient Reduction Project, as administered by the Department of Ecology, may have significant impacts on the future configuration and capacity of this treatment plant. ~~provided there is no significant increase in industrial wastes discharged to the plant and continued I&I removal is achieved. A reduction in I&I will cause a corresponding increase in the capacity available for new flow caused by growth.~~ The General Sewer Plan model also identified additional capacity needs to support growth, mostly in the Q Ave trunkline and the force main under Fidalgo Bay Road that serves the south east area of the City.

~~Table CF-3. Wastewater System Capital Projects.~~

Sewer Capital Plan	2016	2017	2018	2019	2020	2021	2016-2021	2022-2035	Project Totals
Sanitary Sewer Collection System Costs									
Collection System Maintenance/Inflow & Infiltration Reduction	\$ 600,000	\$ 618,000	\$ 737,000	\$ 759,000	\$ 1,000,000	\$ 1,030,000	\$ 4,744,000	\$ 18,130,000	\$ 22,874,000
Pump Station Upgrades	\$ 300,000	\$ 309,000	\$ 218,000	\$ 225,000	\$ 231,000	\$ 238,000	\$ 1,521,000	\$ 4,188,000	\$ 5,709,000
Pump Station #6 Removal							\$ -	\$ 200,000	\$ 200,000
E Avenue Sewer Extension (at 41st)							\$ -	\$ 400,000	\$ 400,000
Cap Sante Sewer Extension (7th Street & W Avenue)							\$ -	\$ 296,000	\$ 296,000
Padilla Heights Road Sewer Extension							\$ -	\$ 3,163,000	\$ 3,163,000
Reservation Road/Similk Bay Road Sewer Extension							\$ -	\$ 1,683,000	\$ 1,683,000
Additional Collection System Inspection and Maintenance	\$ 200,000	\$ 206,000	\$ 212,000	\$ 219,000	\$ 225,000	\$ 232,000	\$ 1,294,000	\$ 4,083,000	\$ 5,377,000
Incinerator On-gas Scrubbing System	\$ 1,000,000						\$ 1,000,000		\$ 1,000,000
Septage Handling Facility Upgrade					\$ 80,000		\$ 80,000		\$ 80,000
Replace Bar Screens and upgrade grit handling system						\$ 960,000	\$ 960,000		\$ 960,000
Outfall Maintenance and Rehabilitation	\$ 275,000						\$ 275,000		\$ 275,000
Influent Pumping Upgrade				\$ 210,000			\$ 210,000		\$ 210,000
Dechlorination/Disinfection Upgrade	\$ 100,000						\$ 100,000		\$ 100,000
Effluent Pump Station Upgrade				\$ 150,000	\$ 850,000		\$ 1,000,000		\$ 1,000,000
Nutrient Removal Upgrade						\$ 100,000	\$ 100,000		\$ 100,000
Outlet Plenum and Crossover Duct Rehabilitation		\$ 300,000					\$ 300,000		\$ 300,000
Basin Rehabilitation			\$ 340,000				\$ 340,000		\$ 340,000
WWTP Equipment Replacement							\$ -	\$ 5,280,000	\$ 5,280,000
Total Sanitary Sewer 20 Year Capital Costs	\$ 2,475,000	\$ 1,433,000	\$ 1,507,000	\$ 1,563,000	\$ 2,386,000	\$ 2,560,000	\$ 11,924,000	\$ 37,423,000	\$ 49,347,000

Wastewater 20 Year Capital Plan

2026-2046

Summary	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037-2046	Total by project
Collections: Annual inflow and infiltration (I&I) reduction.	\$1,500,000	\$1,545,000	\$1,591,000	\$1,639,000	\$1,688,000	\$1,738,000	\$1,791,000	\$1,844,000	\$1,900,000	\$1,957,000	\$2,015,000	\$23,798,000	\$43,006,000.00
Collections: Reservation Road, Padilla Heights, Smitk Bay	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000,000	\$0	\$10,000,000.00
Collections: PS#3 capacity expansion	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000,000	\$0	\$0	\$0	\$3,000,000.00
Collections: PS#4 replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,500,000	\$3,500,000.00
Collections: PS#4 force main replacement	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000.00
Collections: PS#7 convert to duplex	\$0	\$0	\$25,000	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$225,000.00
Collections: PS#18 replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000,000	\$5,000,000.00
Collections: PS#18 force main replacement along Fidalgo Bay Road	\$0	\$500,000	\$14,700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,200,000.00
Collections: PS#18 force main replacement along Hwy 20	\$0	\$0	\$0	\$5,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,500,000.00
Collections: PS#16 upgrade	\$1,000,000	\$855,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,855,000.00
Collections: Pump stations ongoing (emergent) upgrades	\$400,000	\$412,000	\$424,000	\$437,000	\$450,000	\$463,000	\$477,000	\$491,000	\$506,000	\$521,000	\$537,000	\$6,343,000	\$11,461,000.00
Facilities: Administration building expansion	\$420,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$820,000.00
Facilities: Roof replacement Secondary, Influent, and Solids Handling buildings	\$0	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000.00
Facilities: Replace HVAC controls - admin. building	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000.00
Plant: Construct new CSO pump station	\$2,500,000	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500,000.00
Plant: Emergent asset repair and replacement projects	\$400,000	\$412,000	\$424,000	\$437,000	\$450,000	\$463,000	\$477,000	\$491,000	\$506,000	\$521,000	\$537,000	\$6,343,000	\$11,461,000.00
Plant: Recoat clarifier steelworks	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000.00
Plant: Aeration basin recirculation pumps upgrade	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000.00
Plant: Nutrient optimization modeling, planning, and design	\$0	\$100,000	\$150,000	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000.00
Plant: Nutrient optimization equipment upgrades	\$0	\$0	\$0	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$2,500,000.00
Plant: Nutrient optimization, plant rebuild/upgrade for 315/8 N limits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000,000.00	\$80,000,000.00
Plant: Replace RAS pumps and separate manifolds	\$0	\$0	\$0	\$100,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000.00
Plant: Replace polymer pump skids	\$80,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000.00
Plant: Administrative commuter vehicle	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000.00
Plant: Replace dewatering pump	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000.00
Plant: Basin rehabilitation (GT & Primary)	\$0	\$0	\$0	\$300,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$700,000.00
Plant: Biosolids handling alternative	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000,000	\$30,000,000	\$33,000,000.00
Plant: Influent pumping upgrade	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000,000.00
Plant: Rebuild belt filter press	\$0	\$330,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$330,000.00

FUNDING

Funding Needs: Sewer trunk lines, pump stations, treatment plant expansion.

Primary Sources:

- **Beginning Fund Balance:** Reserved for plant upgrades and emergencies.
- **Net Operating Revenues:** Supports renewal projects and debt service.
- **GFCs:** Applied toward treatment capacity and major conveyance lines.
- **Latecomer Contracts:** For mainline extensions to undeveloped areas.
- **Grants/Loans:** Pursue Clean Water State Revolving Fund and WIFIA.

Strategy:

1. Implement a life-cycle cost model for plant and pump station renewal.
2. Develop equitable GFC methodology based on ERU (equivalent residential unit).
3. Encourage regional partnerships to leverage economies of scale.

Table CF-4. Wastewater System Capital Project Funding.

Funding Sources	Amount (2016-2021)
2016-Beginning Fund Balance	\$4,015,923
Net operating revenue	\$3,957,547
General Facilities Charges	\$4,953,894\$
Latecomer Contracts	\$511,765
Total	\$13,439,129

Stormwater

The City of Anacortes owns and operates the stormwater drainage system and provides service to residential and commercial customers within City Limits.

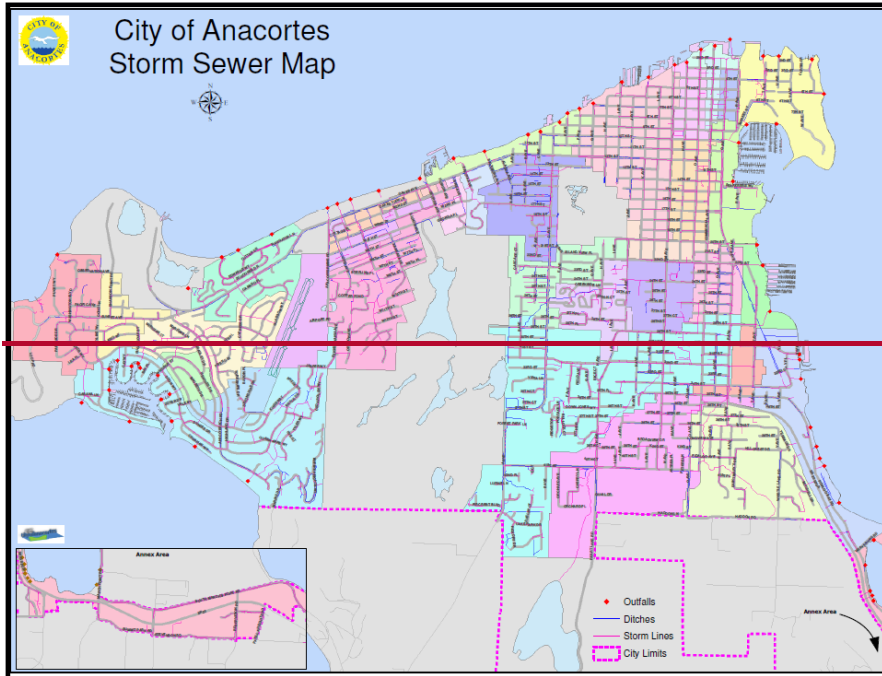
INVENTORY

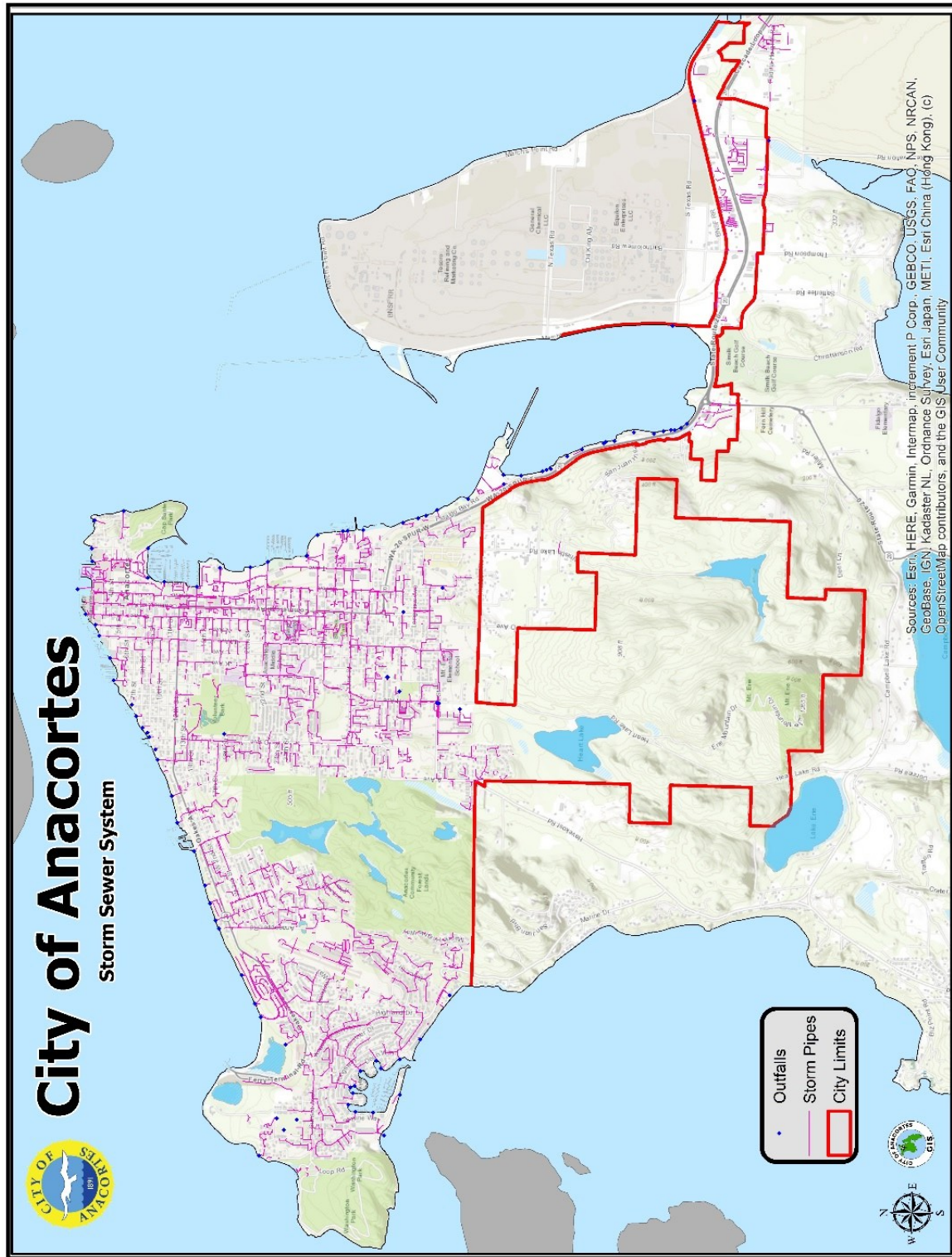
The City's drainage system is comprised of approximately ~~122~~ 144 miles of stormwater conveyance systems, ~~100~~ 184 detention and/or treatment systems, 141 vaults, and ~~82~~ 92 outfalls to marine waters. Stormwater runoff flows to five major water bodies: Guemes Channel, Burrows Bay, Fidalgo Bay, Padilla Bay, and Similk Bay. The stormwater system also discharges stormwater to local streams and creeks, including: Ace of Hearts Creek, Anaco Bourn, Aqua Creek, Beaver Brook, Cedar Springs, Clyde River, Cranberry Creek, Happy Valley Stream, Howard Creek, Miller Creek, Mitten Creek, Morrison Run, Summit Creek, Toot Creek, Weaverling Rill, and Whistle Creek.

The City of Anacortes is one of many municipalities in Washington that comply with the Department of Ecology's Western Washington NPDES Phase II Municipal Stormwater Permit ~~NPDES Phase II Permit as operators of small, municipal separate storm sewer systems (MS4s).~~ which has a prescriptive set of

requirements the city must follow to continue coverage under the permit to discharge stormwater to waters of the state. ~~The permit allows the City to discharge stormwater runoff from municipal drainage systems into the State's water bodies (i.e., streams, rivers, lakes, wetlands, etc.) This is permitted as long as the City implements programs to protect water quality by reducing the discharge of non-point source pollutants to the maximum extent practicable and permit-specified "best management practices".~~ The permit includes regulating stormwater from development/redevelopment, stormwater system planning, Illicit Discharge and Elimination, education and outreach, and system mapping.

Figure CF-4. City Stormwater System.





FUTURE FACILITY NEEDS

The Stormwater [Management Master Plan](#) [was updated in 2025, including development of a citywide hydrologic model to predict infrastructure needs. The model identified what is currently insufficient and what the stormwater system will need to support projected growth through 2045. The 2025 Stormwater](#)

Master Plan also included stream assessments, identifying projects the city could pursue to improve aquatic habitat. ~~is currently being updated and this section will be updated with that information, once available. The planning horizon for the 2007 Stormwater Management Plan is through 2026; modeling was conducted for completely built-out conditions within the city, assuming development to the maximum densities allowed under the City's adopted 2012 Comprehensive Plan.~~

Private development is required to manage stormwater on their site as development or redevelopment occurs. To both treat stormwater runoff to remove pollution before it enters natural habitat and/or detain and release runoff to reduce scour of stream habitat during large storm events. The Western Washington Phase II Municipal Stormwater Permit also requires Anacortes to retrofit existing development with runoff treatment facilities that currently have none. The permit requirements will change between 2025 and 2045 but it is anticipated this requirement will remain in each permit. Retrofitting existing development also allows the city to be proactive in improving aquatic habitat. ~~No storm water conveyance deficiencies are anticipated based on the projected 2036 growth; however, it is anticipated that the private sector will finance stormwater management facilities for new private development and retrofit existing private developments that do not have adequate stormwater management facilities. The current stormwater plan recommends projects that include structural and nonstructural elements to control both the quantity and quality of stormwater runoff, including upgrades to the conveyance system in identified problem areas to a level that makes the system adequate for the 25-year storm event.~~

Table CF-5. Future stormwater facility needs.

Stormwater Capital Plan	2017	2018	2019	2020	2021	2022	2017-2022	2023-2036	Project Totals
Maintenance Improvement Projects									
Storm System Restoration and Upgrade	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 200,000	\$ 950,000	\$ 2,800,000	\$ 3,750,000
Pond Restoration	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 200,000	\$ 1,700,000	\$ 700,000	\$ 2,400,000
Trash Racks	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 120,000	\$ 280,000	\$ 400,000
Total Maintenance Improvements	\$ 470,000	\$ 470,000	\$ 470,000	\$ 470,000	\$ 470,000	\$ 420,000	\$ 2,770,000	\$ 3,780,000	\$ 6,550,000
Capacity Improvement (Model Results)									
Edwards Way - Basin G5							\$ -	\$ 245,000	\$ 245,000
Kingsway at Windsor - Basin B9							\$ -	\$ 116,000	\$ 116,000
30th/32nd Street, R Avenue to T Avenue - Basin F4							\$ -	\$ 364,000	\$ 364,000
J Avenue/ 24th Street to 28th Street - Basin F3							\$ -	\$ 422,000	\$ 422,000
Total Capacity Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,147,000	\$ 1,147,000
Water Quality Improvement									
Water Quality Improvement							\$ -	\$ 1,450,000	\$ 1,450,000
Total Water Quality Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,450,000	\$ 1,450,000
Administrative/Non-Project									
NPDES Permit Activities/Compliance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ 1,400,000	\$ 1,500,000
Additional Maintenance	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 300,000	\$ 700,000	\$ 1,000,000
Stormwater Comprehensive Plan	\$ -						\$ -	\$ 200,000	\$ 200,000
Total Administrative	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 150,000	\$ 400,000	\$ 2,300,000	\$ 2,700,000
Total Stormwater 20 Year CIP Costs	\$ 520,000	\$ 520,000	\$ 520,000	\$ 520,000	\$ 520,000	\$ 570,000	\$ 3,170,000	\$ 8,677,000	\$ 11,847,000

Table CF-X. Stormwater System Capital

Stormwater 20 Year Capital Plan

2026-2046

Project	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037-2046	Total by project
Storm System Facility Upgrades, Restoration and Maintenance	\$2,225,000	\$235,000	\$245,000	\$245,000	\$255,000	\$265,000	\$275,000	\$285,000	\$295,000	\$305,000	\$315,000	\$3,800,000	\$6,825,000
Outfall Evaluation and Rehabilitations	\$50,000	\$55,000	\$67,750	\$81,000	\$85,000	\$85,000	\$90,000	\$95,000	\$100,000	\$105,000	\$110,000	\$1,425,000	\$2,378,750
Storm System Capacity Upgrades	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$1,500,000.00	\$3,150,000
Permit-Cycle Stormwater Retrofit Project	\$0.00	\$0.00	\$100,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$100,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$2,200,000.00	\$4,150,000
Ace of Hearts Rotary Park Stream Restoration	\$0	\$280,000	\$721,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,001,500
R Avenue F4 Basin Capacity	\$0.00	\$350,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$350,000
Saint Mary's Drive Culvert Replacement	\$0	\$475	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$475.00
Marion Pond Water Quality Retrofit	\$ 300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000.00
Stormline on Port Heavy Haul Route	\$637,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$637,500
Cranberry Creek Restoration and Habitat Improvement	\$0	\$0	\$0	\$0	\$250,000	\$621,075	\$0	\$0	\$0	\$0	\$0	\$0	\$871,075.00
Coyote Creek Streambank Stabilization and Flooding Mitigation	\$0	\$0	\$250,000	\$660,000	\$660,000	\$65,000	\$60,000	\$0	\$0	\$0	\$0	\$0	\$435,000.00
37th Street Conveyance Reconstruction	\$0	\$0	\$0	\$0	\$120,000	\$903,110	\$0	\$0	\$0	\$0	\$0	\$0	\$1,023,110.00
34th Street Conveyance Reconstruction	\$0.00	\$0.00	\$150,000.00	\$432,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$582,900
Q Avenue Storm Conveyance Reconstruction	\$0	\$0	\$0	\$0	\$0	\$0	\$5,204,100	\$0	\$0	\$0	\$0	\$0	\$5,204,100
17th Street Stormwater Pipe and Outfall Repair	\$487,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$487,500
32nd Street Wetlands and Culvert Removal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,000.00	\$254,638.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$294,638
R Avenue Bio-retention Replacement and Upgrade	\$280,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$280,000
Total by year:	\$2,130,000.00	\$1,070,475.00	\$1,684,250.00	\$1,598,900.00	\$2,379,185.00	\$6,283,738.00	\$780,000.00	\$645,000.00	\$810,000.00	\$825,000.00	\$840,000.00	\$8,925,000.00	\$27,971,548

FUNDING

Funding Needs: Detention/retention facilities, culverts, green infrastructure, water quality retrofits.

Primary Sources:

- **Beginning Fund Balance:** Used for grant match and critical conveyance upgrades.
- **Net Operating Revenues:** Fund system maintenance and minor repairs.
- **GFCs (Stormwater Impact Fees):** Charged for new impervious surface.
- **Latecomer Contracts:** Applicable to shared regional facilities or basins.
- **Grants:** Emphasize water quality grants (e.g., Section 319, Ecology grants).

Strategy:

1. Adopt a tiered rate structure to encourage low-impact development (LID).
2. Incorporate climate resilience into capital prioritization.
3. Use stormwater utility fees to maintain fund sustainability.

Table CF-6. Future stormwater facility funding.

Funding Sources	Amount (2017-2022)
2016 Beginning Fund Balance	\$591,069
Net operating revenue	\$2,322,842
General Facilities Charges	\$964,306\$
Total	\$3,878,217

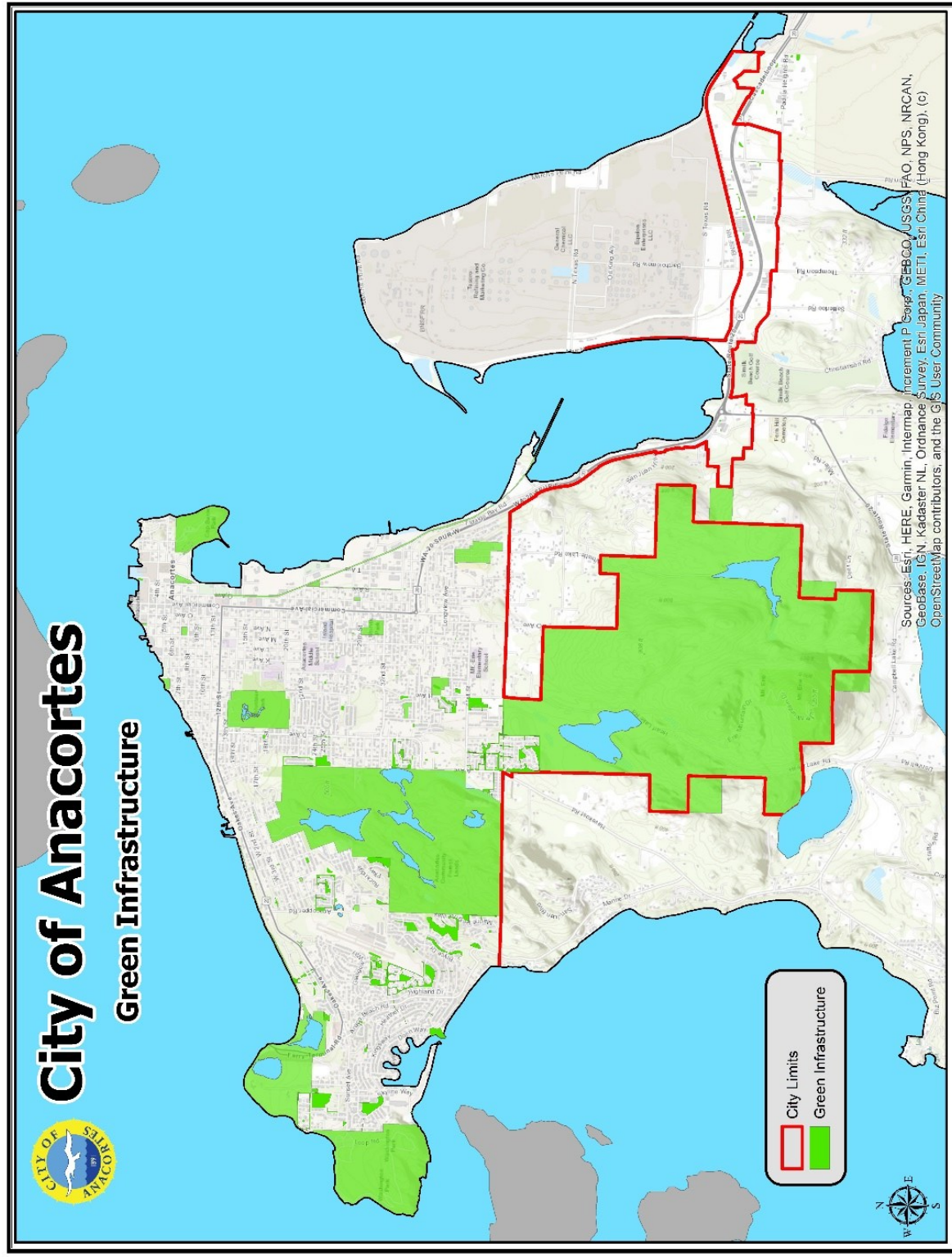
GREEN INFRASTRUCTURE

Per RCW 36.70A.030(21), 'green infrastructure' includes a wide array of natural and built assets within the Urban Growth Area that manage wet weather and maintain or restore natural hydrology by storing, infiltrating, evapotranspiring, and harvesting and using stormwater. Green stormwater infrastructure (GSI) is considered a form of capital facility under RCW 36.70A.070(3) and is now recognized in the City of ~~Anacortes~~ Anacortes's infrastructure and planning systems.

INVENTORY

The City's Green Infrastructure includes stormwater facilities including engineered ponds, bioretention, bioswales, vegetated ditches, rain gardens, and infiltration facilities. Green infrastructure also includes park lands and native growth protection easements where tree canopy is protected.

Figure CF-64 Green Infrastructure (parks, stormwater green infrastructure, NGPEs).



Transportation

The Transportation capital facilities that are discussed in the Transportation Element of this plan are incorporated by reference into the Capital Facilities Element.

Table CF-X. Transportation System Capital Projects.

Transportation 6 Year Capital Plan

2026-2031

Project	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037-2047	Total by Project
Annual Sidewalk Maintenance and Trip Hazard Removal Program	\$120,000	\$125,000	\$130,000	\$135,000	\$140,000	\$145,000	\$150,000	\$155,000	\$160,000	\$165,000	\$170,000	\$1,975,000	\$3,570,000.00
Annual Pavement Management Program	\$1,800,000	\$1,800,000	\$1,800,000	\$1,800,000	\$1,800,000	\$1,800,000	\$1,800,000	\$1,800,000	\$1,800,000	\$1,800,000	\$1,800,000	\$18,000,000	\$37,800,000.00
Annual Bike Route Signs/Barrows Program	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$145,000.00	\$304,500.00
Annual Buffered or Marked Bike Lanes Program	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$1,800,000.00	\$3,800,000.00
Annual ADA Concrete Sidewalks Program	\$111,500.00	\$111,500.00	\$111,500.00	\$111,500.00	\$111,500.00	\$111,500.00	\$111,500.00	\$111,500.00	\$111,500.00	\$111,500.00	\$111,500.00	\$1,115,000.00	\$2,341,500.00
Annual ADA Multiuse Pathway Program	\$21,000.00	\$21,000.00	\$21,000.00	\$21,000.00	\$21,000.00	\$21,000.00	\$21,000.00	\$21,000.00	\$21,000.00	\$21,000.00	\$21,000.00	\$210,000.00	\$441,000.00
32nd Street Safety Improvements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$115,000.00
22nd Street Safety Improvements	\$0.00	\$19,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$115,000.00
Anacortes Rd/Pennsylvania Ave at Airport Rd Safety Improvements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$87,000.00
O Avenue Safety Improvements	\$0.00	\$0.00	\$1,800,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,800,000.00
Reservation Rd/S. March's Point Rd Safety Improvements	\$0.00	\$0.00	\$0.00	\$0.00	\$111,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$111,000.00
S. Commercial Safety Improvements (12th St-36th St)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,893,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,893,000.00
12th Street Commercial Safety Improvements (12th St-4th St)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,689,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,689,000.00
SR20 Spur Safety Improvements (Commercial - K Ave)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$439,000.00	\$0.00	\$0.00	\$0.00	\$439,000.00
SR20 Spur Safety Improvements (Commercial Ave - Essleming City Limits)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$719,000.00	\$0.00	\$0.00	\$719,000.00
9th Street Downtown to Marina Pedestrian Link	\$250,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250,000.00
Kansas Avenue Multimodal Connection (West 3rd to We	\$50,000	\$500,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$550,000.00
March's Point Road - Trestle - Park-N-Ride Trail	\$250,000	\$1,000,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,250,000.00
South March Point Road Reconstruction	\$0.00	\$2,550,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,550,000.00
Oakes Avenue (SR 20 Spur) Active Transportation Safety Improvements	\$0.00	\$2,750,000	\$2,750,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,500,000.00
30th Street Sidewalk & Bikeway Improvements	\$0.00	\$150,000	\$0.00	\$600,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750,000.00
Anacortes Safe Routes to School	\$0.00	\$0.00	\$100,000	\$2,000,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,100,000.00
12th St (SR 20) / K Avenue Intersection Safety & Active Transportation Improvements	\$250,000	\$0.00	\$0.00	\$2,250,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500,000.00
Fidalgo Bay Road Reconstruction	\$1,000,000	\$0.00	\$0.00	\$0.00	\$5,500,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,500,000.00
Commercial Avenue Landscaping Improvements, Phases 2-5	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000,000	\$3,000,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,000,000.00
Guemes Channel Trail Phases 2, 3, 4	\$0.00	\$328,000	\$0.00	\$0.00	\$3,200,000	\$4,000,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,528,000.00
Total by year:	\$4,057,000.00	\$9,659,000.00	\$6,917,000.00	\$7,159,000.00	\$17,086,000.00	\$9,397,000.00	\$5,976,000.00	\$5,195,000.00	\$27,76,000.00	\$3,021,000.00	\$2,307,000.00	\$23,345,000.00	\$96,877,000

Fire & EMS Services

The Anacortes Fire Department has existed as a Fire Department since 1891. The fire department was organized under RCW 35A.11.020 with the incorporation of the City of Anacortes.

A Fire Protection Master Plan has been reviewed by the City Council in which 32 recommendations were made to improve the fire protection and EMS service level for the City of Anacortes.

INVENTORY

The Fire Department provides fire suppression services to 14 square miles of the City and provides advanced life support (ALS) emergency medical services to 84 square miles on Fidalgo and Guemes Islands within Skagit County.

The services provided by the Fire Department include:

- a. Fire Suppression
- b. First Response Advanced Life Support (ALS) EMS Ambulance Services
- c. Community Risk Reduction Programs
 - a. Fire Inspection Programs
 - b. Fire Prevention Education
 - c. Fall Prevention
 - d. Disaster Preparedness
- d. ~~Limited~~ Technical Rescue Services to include: High Angle, Confined Space and water rescues.
- e. Hazardous Materials "Operations Level" response

~~The Anacortes Fire Department deploys resources from three fire stations. The Main Fire Station is located at 1016 13th Street, is 10,464 sq. ft. and operates 24/7; the Norman Brown Fire Station is located at 5209 Sunset Ave., is 3,306 sq. ft. and operates 24/7; and the Marches Point Fire Station at 9029 Molly Lane, is 2,842 sq. ft. and operates 8am to 8pm.~~

~~In 2015, the Department employed 24 full time staff: one Chief, one Assistant Chief, a Division Chief, one Administrative Assistant, six Lieutenants, and 14 Firefighters/Paramedics and EMTs. During the daytime, a minimum staffing level of six (6) Firefighter/EMS personnel is available, and during the nighttime, it is reduced to four (4) Firefighter/EMS personnel. The department also has a dedicated cadre of four (4) volunteer Firefighter/EMT's that respond from home or work.~~

~~In 2014, the Department responded to 2,564 Emergency Medical responses, and 390 Fire Suppression/ Hazardous Materials related emergency responses. Of these calls, 87% were EMS, 13% were responses to fire related emergencies.~~

~~The City has four Fire Engines, one Quint, one Rescue, four ALS ambulances, one Mass Casualty Incident Trailer that, depending on the type of emergency, is available for cross staffing with the minimum staffing levels established for the time of day.~~

The Anacortes Fire Department provides fire suppression, Emergency Medical Services (EMS), Rescue, Operations Level Hazmat, Fire Prevention and community education services to the City of Anacortes. Through mutual aid and contracts, we also provide EMS and fire responses throughout Skagit County as needed or requested.

The Anacortes Fire Department deploys resources from three fire stations. Fire Station #1 is located at 1016 13th Street, is 10,464 sq. ft. Fire Station #2 is located at 5209 Sunset Ave and is 3,306 sq. ft. Fire Station #3 at 9029 Molly Lane, is 2,842 sq. ft.

Minimum staffing at Station #1 is 4 personnel with 2 assigned to Truck 29 (a quint) and 2 assigned to Med 14. Station #2 is staffed with 2 personnel who cross staff ENG 2921, Brush 29 and Med 16. Station

#3 is staffed with 2 personnel who cross staff ENG 2931 and Med 12. In addition to these units, Station #1 also houses an additional Engine, Rescue and utility vehicles that are placed into service as needed.

In 2025⁴, the Anacortes Fire Department employs 38 full-time staff: one Fire Chief, two Assistant Fire Chiefs, one Community Paramedic, one Administrative Assistant, three ~~Captains~~ Battalion Chiefs, six Lieutenants, and twenty-four Firefighters. All Fire Department career staff members are certified with a minimum EMS level of EMT, with twenty-line staff certified as paramedics. Currently there are also ~~seven~~ four volunteer firefighters who augment the staffing levels when available.

LEVEL OF SERVICE

Measuring Fire Protection: ~~The current Levels of Service for the Anacortes Fire Department are divided between “Fire Related” and “Emergency Medical” response measurements. The Fire/EMS Master plan recommends a LOS statement is approved formally by City Council and incorporated by policy supported by the Capital Facilities 2016 Comprehensive Plan document. AMC 17.05 Chapter 17.05 identifies the level of service standard for Fire as “ISO grading of five or better”. This measure is inadequate and antiquated and modern Level of service metrics should be used.~~

~~National Fire Protection Association is a national standard that provides goals for communities to adopt and or work toward in order to meet the emergency response needs. Two standards, NFPA standards 1710 and 1720 provides guidance for communities and should be consulted and incorporated in future performance measure development. Response times are measuring 90 percentile response time, meaning that 90% of the total number of response fall within the response time goal.~~

INITIAL RESPONSE—IMMINENT RESCUE CAPABILITY

~~The recommended level of service measurement to be achieved for any structure, boat, vehicle, wildland fire, and hazardous materials incident is for the first fire engine and three firefighters to arrive within 7 minutes 90% of the time from the closest fire station. This provides the minimum number of personnel to effect the “Imminent Rescue Exclusion.” This is currently unachievable, and the City Council will soon determine if this level of service is desired.~~

FULL RESPONSE

~~Structural fires requiring a full deployment of personnel and equipment (Effective Response Force—ERF) are measured by counting the total number of firefighters arriving within an established time frame for each risk type.~~

~~The recommended level of service measurement to be achieved is for any structure, boat, vehicle, wildland fire, and hazardous materials incident is an Effective Response Force of 12 firefighters to arrive within 11 minutes 90% of the time from all fire stations. This is currently unachievable, and the City Council will soon determine if this level of service is desired.~~

~~The fire inspection activities are another important part of the community’s fire protection system.~~

~~The recommended level of service using the adopted IFC, High Risk Business Occupancies shall receive an initial inspection twice a year, and other Business Occupancies shall be receive an initial inspection annually. This is currently unachievable, and the City Council will need to determine if this level of service is desired.~~

Measuring EMS Services: ~~Through a contract with the Skagit County Emergency Medical Services Department, the City provides ALS/Ambulance service to the residents and visitors on Fidalgo, Guemes and Cypress Islands. The City operates two ambulances 24 hours a day and one ambulance 12 hours a~~

~~day. The staff of these ambulances are also trained as firefighters and are the same personnel that respond on fire apparatus when a fire occurs, referred to as “Cross-staffing.”~~

~~The department currently meets the Level of Service goals for emergency medical response established by Skagit County EMS Commission. Those standards by contract are:~~

~~**Urban:** Arrival of the first paramedic or E.M.T. unit at an emergency medical incident within 8 minutes or less response time, 90% of the time. (1 min Dispatch, 1.5 min Turnout, 5.5 min Travel.)~~

~~**Suburban:** Arrival of the first paramedic or E.M.T. unit at an emergency medical incident within 15 minutes or less response time, 90% of the time. (1 min Dispatch, 1.5 min Turnout, 13.5 min Travel.~~

~~**Rural:** Arrival of the first paramedic or E.M.T. unit at an emergency medical incident within 45 minutes or less response time, 90% of the time. (1 min Dispatch, 1.5 min Turnout, 43.5 min Travel.~~

FUTURE FACILITY NEEDS

For the past ten years the annual call volume has risen steadily at a rate of approximately 5.5% per year. The incident call type is also consistent in that growth, with approximately 80% EMS incidents and 20% Fire incidents. In 2023 the total call volume for the Anacortes Fire Department was 4609. With the expected rate of growth, the anticipated call volume in the 6th year of this plan is expected to be 7000. In 2035, the 10-year mark, the incident call volume will be 8700, the incident call volume in the 20th year, 2045, will be approximately 15,000 of which 12,000 will be EMS related.

Based upon information from the City Planning Department, related to planning, zoning and available land, the Fire Department anticipates that most of this growth will occur in the area currently served by Station #1 and extend into the Sharpes Corner area of Station #3’s response zone. If call volumes reach these anticipated levels, the Fire Department deployment model will need to pivot to accommodate this growth. Considerations will require an extensive response reorganization, with additional living and apparatus space required in our fire stations to accommodate the personnel required to meet our level of service standards. Currently there is living space for 5 personnel at Station #1, 3 personnel at Station #2, and 3 personnel at Station #3. Throughout this planning period City Planning, City GIS and the Fire Department will utilize data to determine if, when, and where these facility upgrades will need to be. The Fire Department will continue to collect, refine and analyze response data, develop response benchmarks, which will provide insights into making deployment and growth decisions.

At the 6-year mark of this plan, with an anticipated call volume of 7000, it is anticipated that Station #2 and Station #3 can maintain their current cross staffing model, though not ideal. In this same timeframe, the Station #1 staffing should include an on-duty Battalion Chief and the addition of a second staffed transport unit. This increase in staffing at Station #1 would require 7-8 living quarters, and an additional apparatus bay.

By 2035, Station #3 will likely require both an engine company and a medic unit, as the call volume will no longer support cross staffing. This will require 4-5 sleeping quarters at a minimum. The current facility at Molly Ln is potentially adequate if the leased space is converted for fire department use. Some consideration should be given to moving Station #3 into the Sharpes Corner area to better support the areas of highest call volume. The Fire Department will develop incident response modelling to help determine best station location. This would increase Advanced Life Support (ALS) response times into unincorporated Skagit County where currently first responding agencies exist to handle the initial

responses. Station movements may also affect the current “closest unit” dispatch model employed when dispatching Paramedic Units.

By 2045 the call volumes will no longer be supported by cross staffing units at Station #2, necessitating an individually staffed engine company and paramedic unit. This will require 4-5 living quarters. Some consideration will need to be given to a 4th unit at Station #1 by this time as well.

Throughout this process our engine companies should be upgraded to 3 personnel to facilitate “imminent rescue” and “effective response force requirements.” If these anticipated service demands come to fruition, it will require a minimum of 20 living quarters, 10 of which would need to be at Station #1 or the Station #1 area will need a second station, likely in the southern end of the city.

~~Continued growth throughout the City and Urban Growth Area (UGA) will place additional demand on the ability to provide an acceptable response time. Those factors that are projected and anticipated in this plan are capital facilities, emergency equipment additions, personnel requirements, and the available fire flow in the water distribution system. The current Capital Facilities Plan (CFP) identifies the need for a new fire station to serve the March Point area, improvements to the training facility, replacement of large expenditure equipment, and improvements in the reserve funds to purchase equipment when the expected life cycle expires. The March Point Fire station site analysis and land acquisition is complete and ready for construction of the new fire station.~~

~~**APPARATUS, EQUIPMENT, and FACILITIES**~~

~~The table below illustrates anticipated needs in new facilities, equipment, and major capital upgrades to maintain existing levels of service. Existing equipment rental reserve accounts are not sufficient to replace existing apparatus when its service life cycle is due for replacement. In 2015, the City Council public safety committee is recommending that the service life be extended two years beyond industry standard service life. Additional revenue sources need to be made available for meet the capital demands of replacement through the equipment rental fund.~~

Table CF-7. Fire and EMS future facility and equipment additions.**APPARATUS**

CFP Cycle	Description	Year to Replace	Add 2 Years	Purchase Price	Inflation	Future Costs	Replace per year	Revenue Source
6 YR CFP	UTILITY PICKUP	2015	2017	\$20,580	3.0%	\$37,169	\$1,858	E R & R Fund
6 YR CFP	RESCUE UNIT	2017	2019	\$65,000	3.0%	\$124,547	\$5,661	E R & R Fund
6 YR CFP	COMMAND UNIT	2017	2019	\$32,546	3.0%	\$53,793	\$3,164	E R & R Fund
6 YR CFP	COMMAND UNIT	2018	2020	\$24,150	3.0%	\$39,917	\$2,348	E R & R Fund
6 YR CFP	COMMAND UNIT	2019	2021	\$30,097	3.0%	\$49,746	\$2,926	E R & R Fund
	LADDER TRUCK	2020	2022	\$553,200	4.0%	\$1,311,039	\$59,593	E R & R Fund
	MCI TRAILER	2022	2024	\$4,690	3.0%	\$10,417	\$386	E R & R Fund
	FIRE PUMPER	2026	2028	\$278,402	4.0%	\$659,790	\$29,990	E R & R Fund
	FIRE PUMPER	2030	2032	\$362,864	4.0%	\$859,958	\$39,089	E R & R Fund
	FIRE PUMPER	2033	2035	\$489,000	4.0%	\$1,158,890	\$52,677	E R & R Fund
	14' CERT TRAILER	2039	2041	\$10,000	3.0%	\$22,213	\$823	E R & R Fund
SUBTOTAL							\$198,516	

EQUIPMENT

CFP Cycle	Description	Year to Replace	Add 2 Years	Purchase Price	Inflation	Future Costs	Replace per year	Revenue Source
6 YR CFP	PORTABLE FIRE PUMP	2013	2015	\$2,647	2.0%	\$3,357	\$280	E R & R Fund
6 YR CFP	SCBA's	2014	2016	\$450,000	3.0%	\$680,665	\$48,619	E R & R Fund
6 YR CFP	VENTILATOR FAN	2016	2018	\$3,406	2.0%	\$4,770	\$281	E R & R Fund
6 YR CFP	100KW - STATIONARY	2017	2019	\$25,000	3.0%	\$55,532	\$2,057	E R & R Fund
6 YR CFP	VENTILATOR FAN	2018	2020	\$2,050	2.0%	\$2,600	\$217	E R & R Fund
6 YR CFP	80 KW - STATIONARY	2018	2020	\$25,000	3.0%	\$55,532	\$2,057	E R & R Fund
	ATV - OFF ROAD	2021	2023	\$8,000	2.5%	\$12,173	\$716	E R & R Fund
	RESCUE TOOL	2024	2026	\$5,225	2.0%	\$7,317	\$430	E R & R Fund
	PORTABLE GENERATOR	2025	2027	\$3,000	2.0%	\$4,201	\$247	E R & R Fund
SUBTOTAL							\$54,903	

FACILITIES

CFP Cycle	Description	Year to Replace	Add 2 Years	Purchase Price	Inflation	Future Costs	Replace per year	Revenue Source
6 YR CFP	FIRE STATION 3	2017	2019	\$1,800,000	2.0%	\$1,872,720	\$105,000	Council Bond
	FIRE STATION 1	2033	2035	\$900,000	2.0%	\$2,067,520	\$49,227	Council Bond
	FIRE STATION 2	2034	2036	\$650,000	2.0%	\$1,493,209	\$35,553	Council Bond
	TRAINING FACILITY	2022	2024	\$75,000	2.0%	\$115,948	\$5,270	Rental Fees
SUBTOTAL							\$105,000	

Police and Public Safety

INVENTORY

The Anacortes Police Department provides patrol and emergency response service over approximately 15 square miles 24 hours a day, seven days a week within the City Limits. The Department also provides service to the Samish Indian ~~Reservation~~ [Nation properties](#) by contract. The Department [is authorized for a total of 33 commissioned officer positions \(1 - Chief, 2 - Captains, 4- Patrol Sgt's, 4 - Corporals, 22 - Officers\), and 7.5 non-commissioned \(civilian\) positions.](#) ~~currently has 25 commissioned officers: one chief, two captains, one detective sergeant, two detectives, three patrol sergeants and 16 patrol officers. In addition, approximately 70 volunteers provide a variety of support in department programs.~~

Located at 1218 24th St. the Public Safety building was opened in 200~~0~~¹. There is 17,086 sq. ft on the main floor shared between the Police Department and Municipal Court. There is approximately 1,000 sq. feet on the second level that houses the heating and cooling systems. The Police Department section of the building operates 24 hours a day. The heating cooling system is natural gas, and the building is equipped with a diesel generator in the event of an electrical interruption. The generator has a seven day capacity of fuel.

The Police Department responds to over 10,000 calls for service annually. About 14% of those calls are classified as “reported crimes” under the ~~FBI Uniformed Crime Report~~ [National Incident Based Reporting System](#). This does not include nuisance crimes, juvenile statutory offenses, and traffic infractions. In ~~2012-2024~~ [our crime rate was 86.1 41.7 per 1,000 population residents.](#) The ~~department maintains 19 marked police cars, 5 detective staff cars, one animal control vehicle, and two Auxiliary Patrol Vehicles.~~ [vehicle fleet consists of 26 marked patrol vehicles, 6 unmarked Detective / Administrative vehicles, 2 special purpose vehicles for Parking Enforcement and Animal Control, and 2 Auxiliary Patrol vehicles.](#) The average response time is under 5 minutes.

FUTURE FACILITY NEEDS & FUNDING

[The Washington State average staffing level is 1.7 officers per 1,000 residents. With the levy lift efforts in 2023, analysis for the baseline level of police staffing needed to maintain the level of service historically enjoyed by Anacortes residents was determined to be approximately 1.83 officers per 1,000 residents, which currently equates to 33 commissioned officers. Based on projected population growth to be 23,000 by 2045, a minimum of an additional 8 officers would be needed. Need for adjustment of the staffing ratio beyond 1.83 officers per 1,000 residents would be based on future development, especially if that development were to include retail and high-density housing which typically have a higher frequency for needing police services than residential areas with lower population densities. This may result in the need to add additional officers beyond the 1.83 ratio previously mentioned to maintain the level of service currently enjoyed.](#)

[An increased number of officers also equates to an increased number of cases generated by the commissioned officers. The current number of support staff is at maximum capacity for the number of records, public disclosure requests, and associated state/federal reporting required of law enforcement agencies. There is minimal room available in the current Police Records work area to add additional](#)

workstations for the additional records staff that would be necessary to support the addition of commissioned officer positions.

~~Increased development, especially retail and high density housing may result in the need to add additional officers to maintain the level of service currently enjoyed. Five additional officers would be needed if there is retail development on Marches Point and/or if the City Population reaches 20,000. In addition, a police/fire training facility at the current Station Three might be expanded to provide training space for law enforcement and fire, keeping staff in the City for training. The current station has space for 30 to 35 officers, which is adequate to accommodate the five officers that may be needed during the planning horizon.~~

In 2013 the Police Department removed the Administrative Assistant position to create the Crime Prevention Community Services Officer position. Administrative Assistant duties were reassigned to the Records Services Manager. Since that time, the Records Services Manager has also assumed the responsibilities of Police Department specific public disclosure requests (PDR). In 2021 the Police Department implemented body worn cameras (BWC) to maintain compliance with newly enacted state law. BWCs are also subject to PDR, which requires redaction of personal information contained in the audio and video of the BWC footage. There are also a significant number of grant opportunities that the Police Department is eligible to apply for that are not pursued due to the current workloads of Police Department Administrative Staff. An Administrative/Executive Assistant would aid in a reasonable distribution of tasks either currently being performed by the Records Services Manager, Captain positions, and/or Police Chief, and tasks that are not pursued due to other higher priority responsibilities like ensuring the agency is meeting state training requirements, maintaining accredited status, and ensuring continuity of agency operations for emergency services.

The City has a significant amount of park space that is enjoyed year-round by residents and visitors, which includes nearly 3,000 acres of city owned forest lands, trails, and lakes. The Parks Department and Police Department both recognize the necessity and value of a Park Ranger position to maintain order in the parks, keeping them inviting and family friendly to all park and forest land users. The Police Department attempts to have a presence in the forest lands during months of peak use, but cannot afford to have an officer dedicated to spending a full shift in the parks / forest lands, many times a long distance from their patrol vehicle, out of necessity to be available for response to 911 calls. The Parks Department analyzed the possibility of converting a park maintenance position to a Park Ranger that would have a limited commission for enforcement in city owned parks for low level issues like dogs off leash, possession / consumption of alcohol in city parks and forest lands, but research revealed that the Park Ranger position would have to be a Police Department employee for access to the law enforcement maintained data bases needed to take enforcement action on the low level issues.

The current Police Department building has space to accommodate up to 35 officers. At our current allocated 33 officers, the Police Department building is nearly out of space, and is already deficient in meeting space, secure vehicle storage, and areas where officers can conduct state mandated training. At the projected need for adding 8 commissioned officers based on population estimates alone, the Police Department building will need to add significant workspace. With the long term plans for the city to potentially increase population density and develop more retail, service, and potential convention

center space, any planned replacement of or modifications to the existing Police Department building should be able to accommodate the addition of 9-15 officers with a commensurate number of support staff, workstations, evidence room space, secure vehicle storage, meeting rooms, and parking so we do not end up in the same situation during the next comprehensive planning cycle.

Lack of adequate training facilities is an issue facing all public safety agencies in the entire region, and a collaborative regional training facility may likely address training facility needs more efficiently, while allowing the Police Department to meet state training requirements at an even higher level than it currently is.

Table CF-8. Police and public safety facility needs.

Police Capital Plan									
	2016	2017	2018	2019	2020	2021	2016-2021	2022-2035	Project Totals
Police Vehicle Replacements	\$ 145,000	\$ 150,000	\$ 155,000	\$ 160,000	\$ 165,000	\$ 170,000	\$ 945,000	\$ 2,275,000	\$ 3,220,000
New Police Vehicle	\$ 45,000						\$ 45,000		\$ 45,000
New Police Vehicle		\$ 50,000					\$ 50,000		\$ 50,000
							\$ -		\$ -
							\$ -		\$ -
	\$ 190,000	\$ 200,000	\$ 155,000	\$ 160,000	\$ 165,000	\$ 170,000	\$ 1,040,000	\$ 2,275,000	\$ 3,315,000

FUNDING

Table CF-9. Police and public safety facility funding.

Funding Sources	Amount (2016-2021)
ER&R Account	\$272,702
General Revenues	\$767,298
Total	\$1,040,000

Parks & Recreation

[See Parks, Recreation & Open Space Element](#)

INVENTORY

The City of Anacortes provides a variety of recreational opportunities to its citizens and visitors. There are a total of 23 parks encompassing approximately 2,150 acres.

The following table is a list of parks and recreation facilities within the City:

Table CF-10. Parks inventory.

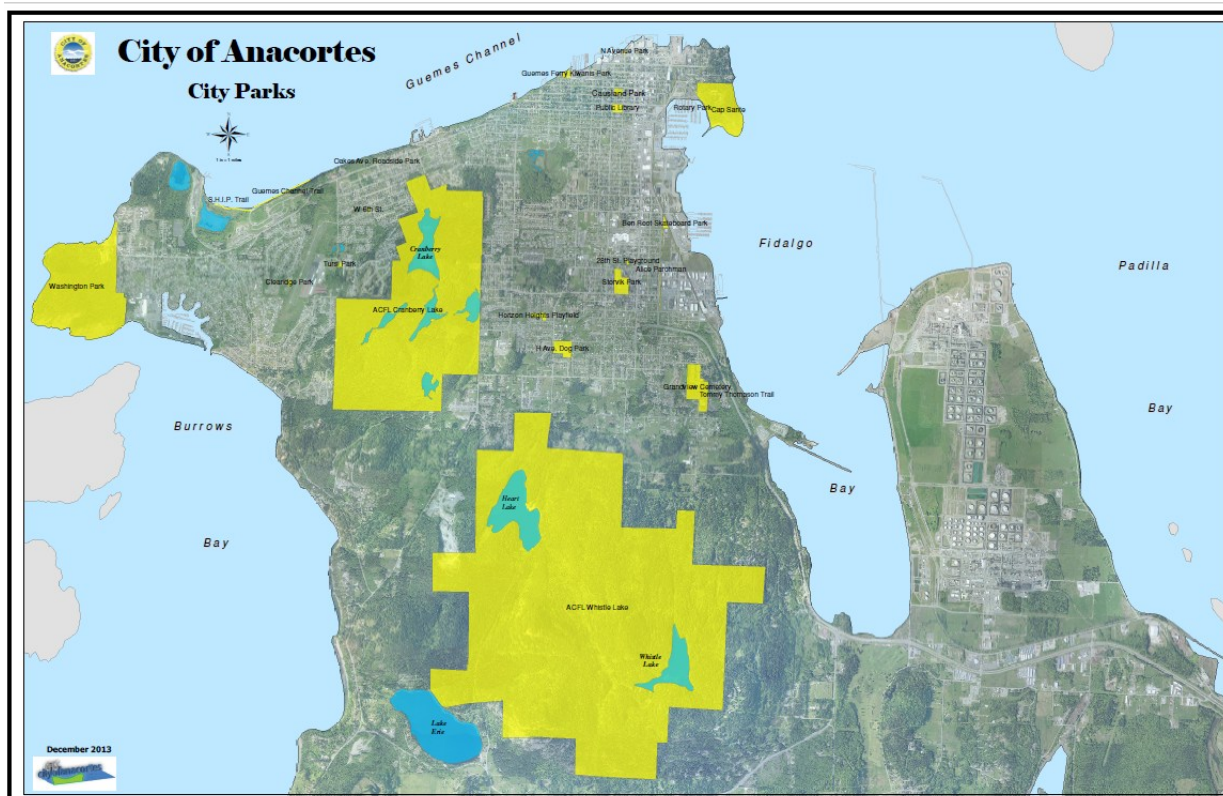
Name	Location	Size
Ace of Hearts Rotary Park	H Ave. & 38 th St.	5 acres
Alice Parchman Newland Park	R Ave.	10 acres
Ben Root Skate Park	N. end of Alice Parchment Newland Park	2 acres
Cap Sante Park	S. end of W Ave.	37 acres

Causland Memorial Park	8 th St. & N Ave.	2 acres
Clearidge Park	Blakely Pl.	0.8 acres
The Depot	7 th St. & R Ave.	5.75 acres
Grand View Cemetery	411 Hillcrest Drive	12 acres
Guemes Channel Trail	Edwards Way	.5 miles
Kiwanis Waterfront Park	W. of Guemes Ferry Dock	2 acres
N Avenue Park	2 nd St. & N Ave.	0.4 acres
Roadside Park	Jackson Ave.	0.3 acres
Rotary Park	Market St. & T Ave.	1.5 acres
Storvik Park	Between 29 th & 32 nd St.	8.7 acres
Ship Harbor Interpretive Preserve	Edwards Way	30 acres
Shugarts Playground	Adjacent to the Library	0.25 acres
Tommy Thompson Parkway	Between 9 th St. & Q Ave.	3.3 miles
Volunteer Park	14 th St. & H Ave.	24 acres
Washington Park	Sunset Ave.	220 acres
John and Doris Tursi Park	W. 12 th and Pennsylvania Ave.	3 acres
29 th St. Playground	29 th St. & Q Ave.	0.5 acres
Little Cranberry Lake Forest Lands	Georgia Ave.	703 acres
Whistle Lake Forest Lands	Whistle Lake Road	1,604 acres
Heart Lake Forest Lands	Heart Lake Road	452 acres

A Parks and Recreation Comprehensive Plan, and an Anacortes Community Forest Lands Comprehensive Plan, both adopted in 2009 as an element of the Comprehensive Plan, provide more detailed information.

The Fidalgo Parks and Recreation District operates a public swimming pool and fitness center located at 22nd Street and J Avenue. The District intends to develop a capital facilities plan during 2016.

Figure CF-4. City parks map.



FUTURE FACILITY NEEDS & FUNDING

Table CF-11. Parks facility needs.

PROJECT TITLE	COST (\$) 2015-2020	Funding Source
Heart Lake Improvements	330,000	Grant funding / private donations from Parks Foundation
Cemetery Improvements / Expansion	200,000	Lease revenues / General fund
H Ave. Park Improvements	20,000	RCO athletic field grant
Neighborhood Parks	220,000	Impact fees
SHIP Wetland Interpretive Trail	325,000	Impact fees / Park Foundation / Grants
Depot Area Improvements	300,000	REET / LTAC
Storvik Park Restroom Replacement & Spray Pad	652,500	RCO Grant / REET / Park Foundation
H Ave. Park Stream Restoration	290,000	Water quality grants
Pave Storvik Park North Parking Lot	30,000	REET
South Commercial Ave. Pocket Park	150,000	Water quality grant
Environmental mitigation—Tommy Thompson Causeway	15,000,000	Grants in cooperation with DNR & Samish

Washington Park Campground Improvements	300,000	General Park revenues / revenue bonds / grants
Washington Park Day Use Areas Improvements	440,000	Grants
Washington Park Upper Restroom	75,000	REET

Public Schools

Anacortes and its surrounding area is served by the Anacortes School District [No. 103](#), which provides both primary and secondary education. [There were 2,624 students enrolled and 151 teachers during the 2024-25 school year.](#)

The district operates [the following schools and facilities:](#)

[Whitney Early Childhood Education Center – 1200 M Avenue \(Grades: Pre-K to K\)](#)

[Fidalgo Elementary – 13590 Gibraltar Road \(Grades: K-5\)](#)

[Island View Elementary – 2501 J Avenue \(Grades: K-5\)](#)

[Mount Erie Elementary – 1313 41st Street \(Grades: K-5\)](#)

[Anacortes Middle School – 2202 M Avenue \(Grades: 6-8\)](#)

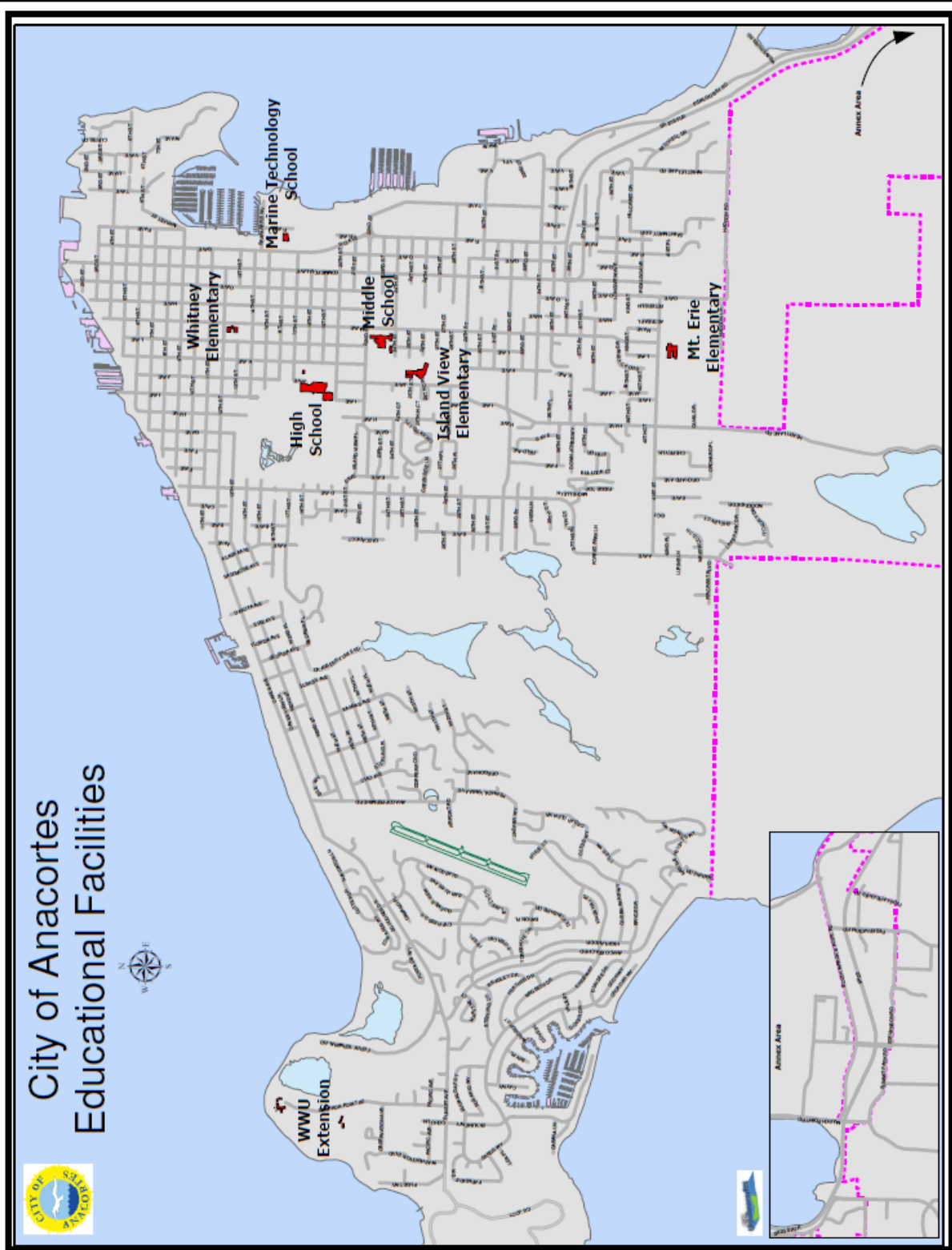
[Anacortes High School – 1600 20th Street \(Grades 9-12\)](#)

[Cap Sante High School – 1600 20th Street \(Grades 9-12\)](#)

~~one high school, one middle school and three elementary schools located within city limits. In 2015, the voters passed an \$86.9 million bond to partially replace the high school and address other facility needs.~~

INVENTORY

Figure CF-5. Anacortes schools.



FUTURE FACILITY NEEDS & FUNDING

The City neither sets nor controls the level of service standards for area schools. The Anacortes School District is charged with ensuring there is adequate facility space and equipment to accommodate existing and projected student populations. Recently, the district has experienced financial challenges due to declining enrollment, rising costs, and a state funding model that does not fully cover staffing costs. In response, the district has implemented several measures, including staffing reductions and program and service adjustments to address deficits. ~~The LOS for public schools is determined by the individual school district Capital Facility Plan. According to district planning documents, to accommodate enrollment through 2020, the district may need to add some classrooms based on average class size requirements recently enacted by the legislature. Longer term, renovations/additions and/or replacement at Mount Erie and Whitney Elementary schools may be needed to address safety, code, life cycle replacement and programmatic issues and to accommodate potential growth in enrollment. The funding sources for public schools are federal, state, and local funds. Please refer to the Anacortes School District Capital Facility/Comprehensive Planning documents for specific planning.~~

~~Other City Facilities and Services~~

~~The City does not forecast needs for future general government facilities.~~

Solid Waste/Recycling

Solid waste removal services are provided by the City of Anacortes Public Works Department within the City limits. This includes both residential and commercial dumpster service. The city provides curbside residential recycling and curb side residential organics collection by contract through Waste Management INC. In 2015 the City assumed control over drop box solid waste collection. City's solid waste staff consists of ~~three~~ five full-time operators and a solid waste supervisor. The City provides service to over 7000 accounts. The department has three [3] residential/commercial garbage trucks, ~~and one backup truck~~ and [1] Commercial roll-off truck. ~~In 2014 the city transitioned into automated collection vehicles eliminating the "manual throwing" of solid waste into trucks.~~

Other City Buildings and Services

INVENTORY

In 2025, the City performed a building condition assessment. The assessment included all buildings owned and operated by the City and all major components of each building. Buildings are managed by the Public Works Department, but all city operations that have buildings they rely on to deliver city services. The table below provides the estimated amount each building will need and in what year. The year of investment in the building is intended to replace a component of the building at the end of its useful life. Refer to the Facilities Condition Assessment for details on which component of the building is due for replacement each year. Some components will break down before the date, others might be reevaluated when its time to replace it and could last longer.

[Some city facilities have additional information about the facility provided below and within this section under the utilities, police, parks, and fire.](#)

LIBRARY

The Anacortes Library has been in its present location at 1210 10th Street since 1967. A new 28,478 square foot facility was constructed in the same location as the former facility and was completed in 2003. The two story design includes many windows and skylights to take advantage of natural lighting. The library provides reading materials, DVDs, CDs, information services, free meeting room access, study rooms, and public access computers to patrons and visitors. Members of the staff are also certified Passport Acceptance Agents, and process an average of 44 passport applications per month. As the only passport agency with Saturday hours, the service draws people to our town from far and wide.

Physical items held in the library collection total over 147,000 and include specialized jazz and maritime collections. Over 244,000 items were checked out at the library in 2014. The library is open 7 days a week for a total of 51 hours of public service and is the only library in Skagit County providing Sunday service. Nineteen staff members provide a 14.5 FTE staffing level. City of Anacortes residents have free access to all library materials. Non-residents may purchase a library card for \$100, which allows them to check out physical materials and download electronic resources.

The library directly offers a varied menu of programs that provide education and entertainment to citizens, including storytimes for babies and children, summer reading programs, jazz concerts, and technology training. In addition, the public meeting room allows non-profit groups to hold meetings and other members of the community to teach classes about health and nutrition, foreign language classes, and other non-commercial purposes for free.

The FriendShop, housed in the lobby of the library, is open 6 days a week and is run by the Friends of the Library. Generous donations from the Friends of the Library, Library Foundation, local service clubs, and community members have helped to supplement the library budget during leaner economic times and have allowed us to add new and varied materials to the collection.

In order to address the expanding and often conflicting needs of the community, a modern library facility needs to provide flexible spaces. Additional community meeting room may be necessary as well as expansion of the existing facility so that the library can accommodate both louder uses (teen area) and quieter study room spaces or computing centers. Spaces that can be used in creative ways such as a “Maker Space” or small business resource center may be desired by the community. An aging population may require additional services such as homebound delivery. A bookmobile or mobile technology lab that stops at retirement and nursing care facilities as well as at lower-income apartment complexes would meet the need of outreach to citizens that are less mobile.

Technology infrastructure improvements as well as upgrading hardware and software will be necessary. The movement toward handheld mobile devices may not require the same amount of physical space, but increased bandwidth and providing access to current technology is essential.

There are no current capital projects planned to address anticipated library facility needs.

CITY HALL

Located at 904 6th Street, in downtown Anacortes, the three story City Hall was constructed in 1915/1926. It contains 31,846 square feet and houses council chambers, the Planning, Community and Economic Development Department, Public Works/Engineering Department, Finance, Utility Billing, and other administrative offices. It also houses critical city functions necessary for the management and operations of essential municipal functions.

THE CITY COUNCIL CHAMBERS

Housed in City Hall, are used principally for City Council, Planning Commission, Parks Board and other meetings. The chambers are used for both informal work sessions and public hearings. The size of the facility is predicated on providing adequate seating areas for public officials as well as the attending public. In 2015, the Council Chambers underwent a remodel project consisting of a new dais with monitors, upgraded sounds system, new carpet, painting, and base trim.

PUBLIC SAFETY BUILDING

The Anacortes Public Safety Building is a 17,000 square foot facility located at 1218 24th Street that was constructed in 2000, it currently houses the Police Department and Municipal Court.

MAINTENANCE SHOP

The Anacortes Maintenance Shop located at 2201 37th Street is a 15,164 square foot “combined” maintenance facility, with the Anacortes School District, constructed in 1977. It also has several out buildings used for vehicle / truck parking and storage of supplies and materials.

MUSEUM

[Anacortes Museum staff operate three public facilities in our historic downtown: the Museum and research library at the Carnegie building \(1305 8th Street\), the Maritime Heritage Center, and the National Historic Landmark W.T. Preston snagboat \(703 R Avenue\). Beyond these structures, Museum outreach extends to stewardship of the Bill Mitchell murals, creation of interpretive signage at significant locations, and digital platforms linked from the Museum website to more than 80,000 archived photographs, historic films, and online access to 110 years of local newspapers.](#)

[The Museum Advisory Board offers input on the Anacortes Museum Collections. The Anacortes Historic Preservation Board has monthly meetings at the Anacortes Museum, attended by the museum’s director.](#)

[The Anacortes Museum provides dedicated customer service for residents and visitors while working in collaboration with community organizations with respect for our history. Beyond core needs, the museum partners on fundraising with the Anacortes Museum Foundation to enhance our exhibits, events, publications, and other programs.](#)~~The Anacortes Museum, established as a city board in 1958, moved into its permanent home in the 1910 Carnegie Library building, at 8th and M, in 1968. The Carnegie Library was added to the National Register of Historic Places in 1977. The building houses museum offices, a research library, photographs, archives, artifacts and permanent exhibits on the history of Fidalgo and Guemes Islands, as well as regular special exhibits.~~

~~The steam-powered sternwheeler W.T. Preston, a National Historic Landmark, came under the stewardship of the Anacortes Museum after the City’s successful bid to acquire it in 1983. In 2005, the~~

Anacortes Maritime Heritage Center opened adjacent to the historic vessel at 713 R Ave. The center houses exhibits interpreting the *W.T. Preston's* history and the city's maritime heritage.

The museum is governed with advice and direction from the City's Museum Advisory Board. The Anacortes Museum Foundation, a nonprofit organization, contributes financial and other support. The museum is open Tuesday-Sunday year-round, with office hours and research assistance on Tuesday-Friday. The *W.T. Preston* and Maritime Heritage Center are open Saturdays and Sundays in April, May, Sept. and Oct., and Tuesday-Sunday in June, July and Aug. The museum, *W.T. Preston* and Maritime Heritage Center are staffed by one full-time employee (Director Steve Oakley), 5 part-time employees and 3 seasonal, part-time employees.

Early in 2013 the museum finished a beautiful renovation of its research library, funded by a generous donor. One of its goals is to complete the restoration of the Carnegie Building and repair damaged brickwork.

The 2012 website upgrade has been a big hit, and between Jan. 1 and Nov. 1, 2013, there were 3584 patrons who made 36,274 searches. The website's online offerings were doubled to 20,000 records with a goal to continue to enhance online offerings.

In June 2013 Mitch McCormick of College Pro Painters volunteered to prep and paint the starboard of the *W.T. Preston's* first deck, with Steve Oakley. In Aug. College Pro Painters scraped, washed and painted exterior cabin deck walls, soffits, trim, skylights, rope boxes, skiff cradle, hoist gear area, crane operator station and the second deck. The *Preston* looks shipshape, and we plan to continue repairs and ongoing work on our National Historic Vessel.

Staff members will continue to work with the community to arrange a place for the Tommy Thompson train's permanent display.

Storage space for the Museum's ever growing collection will continue to be a challenge, particularly in light of storage lost when the Boys & Girls Club moved into City Hall.

ANACORTES SENIOR ACTIVITY CENTER

The Anacortes Senior Activity Center, 11,385 square feet is located at 1701 22nd Street provides a gathering place of the area's seniors for socialization, education and recreation. The Center is owned and operated by the City of Anacortes.

HEART OF ANACORTES

Purchased by the City in 2015, this property located on 4th Street between Commercial Ave. and O Ave., includes an outdoor venue, complete with a stage and concession area.

DEPORT ARTS & COMMUNITY CENTER

This facility, managed by the Parks Department, is a vintage railroad depot, located at 7th St. & R Ave. It is available to rent for groups and organizations and is also home of the local Anacortes Farmer's Market.

CITY-OWNED MARINE INFRASTRUCTURE

The City owns the following marine-related infrastructure located along Fidalgo Bay, near V Place and 30th Street (DNR lease area):

- [Travel lift and associated piers](#)
- [Commercial boat launch](#)
- [City dock](#)

[Additional marine-related infrastructure include the recreational boat launch and pier located at Washington Park.](#)

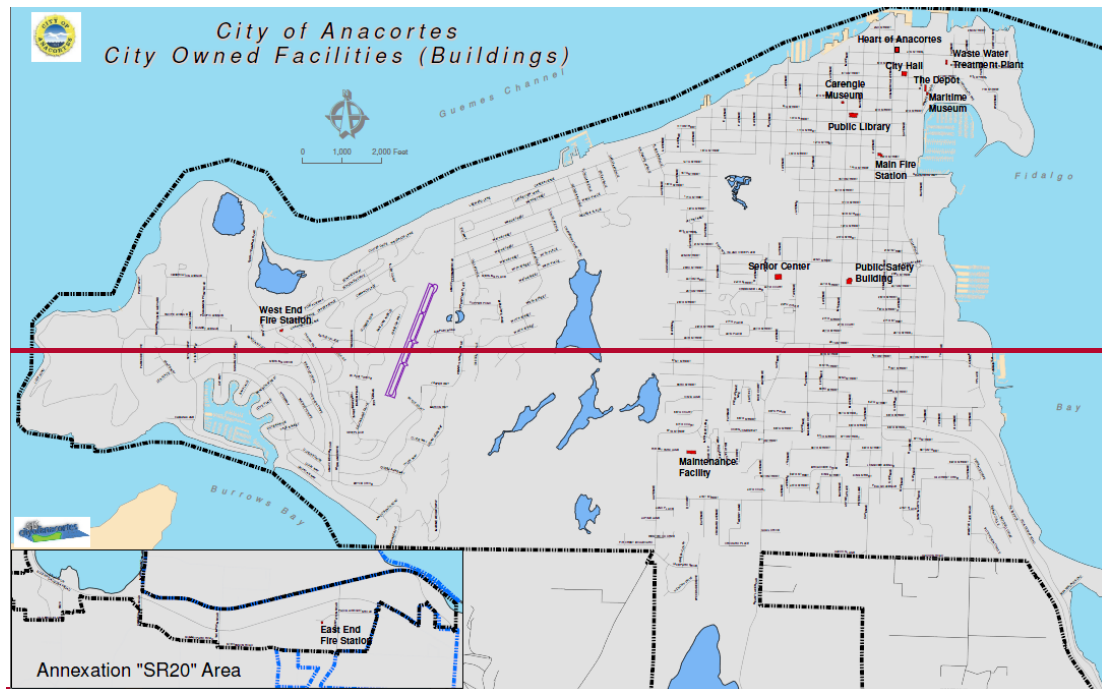
Facilities 20 Year Capital Plan

2026-2046

Project	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036-2046	Total by project
Anacortes Municipal Building (FAC-05)	\$0	\$0	\$0	\$0	\$50,651	\$27,059	\$187,245	\$34,463	\$1,562	\$0	\$1,661,652	\$2,664,991.00
Anacortes Museum (FAC-33)	\$143,330	\$0	\$0	\$5,955	\$0	\$0	\$0	\$0	\$0	\$33,790	\$187,594	\$370,669.00
Anacortes Museum (WT Preston) (FAC-48)	\$28,090	\$0	\$0	\$24,822	\$0	\$0	\$0	\$0	\$19,031	\$0	\$155,799	\$227,002.00
Anacortes Public Library (FAC-32)	\$845,900	\$0	\$0	\$0	\$26,411	\$2,007	\$32,607	\$0	\$21,517	\$615,798	\$3,153,694	\$4,698,024.00
Anacortes Senior Activity Center (FAC-38)	\$77,210	\$0	\$0	\$24,822	\$0	\$8,072	\$43,806	\$43,605	\$7,890	\$0	\$564,566	\$1,069,835.00
B Avenue Lift Station (FAC-39)	\$23,270	\$0	\$0	\$0	\$0	\$0	\$4,663	\$10,555	\$159,241	\$18,601	\$110,395	\$326,715.00
Blue Heron Reservoir Facility (FAC-02)	\$83,930	\$0	\$0	\$0	\$0	\$0	\$21,292	\$0	\$0	\$0	\$148,132	\$253,354.00
Booster Station #1 (FAC-01)	\$9,120	\$0	\$0	\$0	\$0	\$13,128	\$12,511	\$0	\$0	\$0	\$5,014	\$39,773.00
Cabana Lift Station (FAC-40)	\$4,350	\$0	\$0	\$0	\$0	\$0	\$0	\$14,751	\$16,130	\$0	\$7,790	\$43,021.00
Depot Arts & Community Center (FAC-06)	\$68,760	\$0	\$4,607	\$0	\$0	\$0	\$65,224	\$0	\$0	\$148,995	\$100,132	\$387,807.00
Ferry Terminal Lift Station (FAC-15)	\$4,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,636	\$0	\$7,880	\$27,916.00
Fire Station #1 (FAC-21)	\$334,570	\$0	\$22,719	\$0	\$0	\$16,460	\$210,522	\$65,318	\$21,766	\$0	\$352,225	\$1,023,571.00
Fire Station #2 (FAC-56)	\$55,470	\$0	\$0	\$0	\$0	\$0	\$40,187	\$29,095	\$0	\$0	\$40,089	\$164,841.00
Fire Station #3 (FAC-17)	\$3,300	\$0	\$13,202	\$0	\$0	\$28,210	\$2,128	\$30,403	\$0	\$0	\$425,475	\$502,808.00
Gibraltar Booster Station (FAC-65)	\$2,520	\$0	\$0	\$0	\$0	\$0	\$567	\$0	\$0	\$5,913	\$47,749	\$56,749.00
Grandview Cemetery Maintenance Shed (FAC-18)	\$88,940	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,723	\$11,533	\$98,196.00
Grandview Cemetery Mausoleum (FAC-04)	\$67,140	\$0	\$0	\$0	\$0	\$0	\$0	\$32,854	\$0	\$0	\$9,850	\$109,844.00
Intake Facility (FAC-54)	\$46,350	\$0	\$0	\$0	\$8,762	\$0	\$14,185	\$0	\$0	\$0	\$48,221	\$117,518.00
Lift Station - March's Point (FAC-23)	\$5,600	\$0	\$0	\$0	\$0	\$0	\$2,951	\$0	\$0	\$4,477	\$33,949	\$46,971.00
Maintenance Shed (FAC-26)	\$4,180	\$0	\$0	\$0	\$0	\$0	\$22,909	\$0	\$0	\$0	\$108,636	\$135,725.00
Maintenance Shed (FAC-28)	\$80,980	\$0	\$0	\$0	\$7,070	\$0	\$0	\$0	\$0	\$0	\$480,326	\$578,376.00
Marina Rest Room (FAC-42)	\$16,980	\$0	\$0	\$0	\$13,269	\$0	\$709	\$0	\$0	\$0	\$45,445	\$76,403.00
Marine Heights Booster Station (FAC-03)	\$0	\$0	\$0	\$0	\$0	\$3,546	\$0	\$0	\$0	\$0	\$79,973	\$83,519.00
Maritime Heritage Center (FAC-24)	\$0	\$0	\$0	\$0	\$0	\$27,059	\$51,421	\$0	\$9,324	\$0	\$210,599	\$298,403.00
Operations and Maintenance #30 (FAC-30)	\$241,920	\$0	\$0	\$0	\$61,091	\$0	\$0	\$0	\$0	\$168,914	\$127,689	\$599,614.00
Operations and Maintenance Building (FAC-25)	\$0	\$0	\$0	\$0	\$0	\$0	\$19,093	\$0	\$0	\$0	\$147,427	\$166,520.00
Operations and Maintenance Building (FAC-28)	\$0	\$0	\$0	\$0	\$0	\$0	\$21,632	\$0	\$0	\$0	\$105,567	\$127,199.00

Police Station & Municipal Court (FAC-34)	\$759,840	\$223,999	\$0	\$0	\$18,306	\$26,283	\$97,112	\$14,991	\$0	\$0	\$1,888,371	\$3,028,902.00
Pump Station (FAC-41)	\$23,860	\$0	\$0	\$0	\$0	\$0	\$5,646	\$0	\$0	\$0	\$28,214	\$57,720.00
Pump Station - March's Point (FAC-55)	\$26,170	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,486	\$27,656.00
Pump Station - Pennsylvania (FAC-35)	\$4,270	\$0	\$0	\$0	\$0	\$0	\$1,064	\$0	\$0	\$0	\$126,222	\$131,556
Pump Station-Fidalgo Bay Estates (FAC-16)	\$13,270	\$0	\$0	\$0	\$0	\$0	\$20,398	\$0	\$4,479	\$0	\$5,014	\$43,161
Rest Room (Depot Arts & Community Center) (FAC-07)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,707	\$0	\$0	\$4,847	\$7,554
Rest Room (Heart of Anacortes) (FAC-20)	\$0	\$0	\$0	\$0	\$0	\$0	\$1,546	\$0	\$10,378	\$0	\$48,487	\$60,361
Sample Station (FAC-44)	\$0	\$0	\$0	\$0	\$3,181	\$0	\$0	\$0	\$0	\$0	\$9,570	\$12,751
Storage (Depot Arts & Community Center) (FAC-43)	\$16,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,400
Storvik Park Rest Room (FAC-14)	\$0	\$0	\$7,978	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,729	\$31,707
T Avenue Wastewater Treatment Plant (FAC-62)	\$414,810	\$0	\$0	\$0	\$0	\$0	\$59,493	\$0	\$482,697	\$0	\$547,156	\$1,504,156
T Avenue Wastewater Treatment Plant (FAC-63)	\$135,460	\$0	\$30,292	\$0	\$0	\$0	\$52,287	\$0	\$51,194	\$25,748	\$248,548	\$543,529
T Avenue Wastewater Treatment Plant #61 (FAC-61)	\$353,230	\$0	\$0	\$0	\$20,944	\$0	\$9,532	\$0	\$56,231	\$0	\$137,227	\$577,165
Volunteer Park - Press Boxes, Sheds, Dogouts (FAC-44)	\$60,660	\$771,106	\$11,787	\$0	\$105,038	\$0	\$64,826	\$0	\$0	\$0	\$201,537	\$714,954
Wash Pad (FAC-27)	\$21,730	\$0	\$0	\$0	\$0	\$0	\$19,320	\$0	\$0	\$0	\$106,331	\$147,381
Washington Park Building (FAC-51)	\$38,590	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,930	\$53,520
Washington Park Rest Room (FAC-49)	\$9,190	\$0	\$22,438	\$0	\$0	\$0	\$1,206	\$0	\$0	\$0	\$68,388	\$101,222
Washington Park Restroom (FAC-53)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,002	\$17,912	\$27,914
Washington Park Restroom (FAC-52)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,277	\$12,432	\$0	\$56,611	\$80,320
Water Treatment Plant (FAC-60)	\$70,370	\$0	\$0	\$162,574	\$1,439	\$0	\$4,270	\$0	\$1,268,352	\$0	\$2,389,440	\$3,896,445
WTP Booster Station (FAC-58)	\$22,000	\$0	\$0	\$515,984	\$0	\$0	\$6,398	\$0	\$105,019	\$0	\$1,303,044	\$1,952,444
WTP Building (FAC-57)	\$9,600	\$0	\$0	\$0	\$0	\$0	\$14,228	\$22,194	\$202,148	\$0	\$491,895	\$740,065
WTP Maintenance Shed (FAC-59)	\$80,680	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,461	\$110,141
Total by year:	\$4,978,400	\$495,105	\$113,203	\$732,667	\$316,162	\$152,424	\$1,411,058	\$312,213	\$2,464,967	\$1,049,961	\$16,135,824	\$28,161,984

Figure CF-6. City-Owned Buildings.



Essential Public Facilities

Essential public facilities are defined by the Growth Management Act (GMA) and include facilities such as airports, state education facilities, state or regional transportation facilities, state and local correctional facilities, solid waste handling facilities, and in-patient facilities. The GMA requires every comprehensive plan include a process for siting such facilities.

INVENTORY

There are several existing facilities in Anacortes that would qualify as “essential public facilities” including, but not limited to:

- The Anacortes Airport, as a general aviation airport, is designated as an essential public facility subject to specific limitations agreed to by the Port of Anacortes and the Federal Aviation Administration. These limitations, together with development opportunities, are set forth in a 20-year Development Agreement and a 30-year Subarea Plan (Ord. #2707).
- State Route 20, a transportation facility, is designated by WSDOT as a Highway of Statewide Significance (HSS)

Figure CF-7. Airport Influence Area.



~~PLANNED ESSENTIAL PUBLIC FACILITIES~~ FUTURE FACILITY NEEDS & FUNDING

The State of Washington Office of Financial Management (OFM) is required to maintain a list of those essential state public facilities that are likely to be built within the next six years. The OFM ~~2015-~~ 2021-2025-31 Six-Year Facilities Plan includes no planned facilities in Anacortes or Skagit County.

Potential Funding Sources

RCW Section 36.70A.070 requires that the Capital Facilities Element of the Comprehensive Plan include “at least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes.

The following is a list of most of the available major funding sources that can be used for capital improvements and the type of capital facilities that may be eligible for such funding or for which the revenue is normally used.

GRANTS

- Community Development Block Grants – Funds local housing, public and community facilities, economic development, and planning projects that principally benefit low income households. (Water, sewer, stormwater, transportation, parks)
- Community Development Revitalization Board – Provides grants to help finance public infrastructure required by business and industry. Supports industrial development, job retention and creation. (water, sewer, stormwater, transportation)
- Washington Department of Ecology – Offers wastewater grants, water quality financial assistance, and stormwater pollution grants (Water, sewer, stormwater)
- Washington Department of Commerce – Offers grants for growth management updates (Water, sewer, stormwater, transportation)

LOANS

- Public Works Trust Fund – Provides low interest loans to local governments for repairing and replacing deteriorating infrastructure (water, sewer, stormwater, transportation)
- Community Development Revitalization Board – Provides loans to help finance public infrastructure required by business and industry. Supports industrial development, job retention and creation. GO bonds can be used to pay back these loans. (water, sewer, stormwater, transportation)

GENERAL OBLIGATION BONDS

- Unlimited – These bonds can be sold if approved by 60% of the voters in a bond election. They are backed by the full faith and credit of the City and can only be used for capital purposes. Property tax increases are used to pay off the bonds. (water, sewer, stormwater, transportation, fire protection, police, parks, schools)
- Councilmanic Bonds (Limited Tax General Obligation Bonds) – These may be issued by a vote of the City Council. They are backed by General Fund revenues, and may be used for any city purpose, not

just capital expenditures. (water, sewer, stormwater, transportation, fire protection, police, parks, schools)

REVENUE BONDS

This is the most common source for funding major construction improvements to the water and sewer utilities. The City issues these bonds and repays the principal and interest of the bonds from water sales and sewer service to its customers. Interest on such bonds is generally higher than general obligation bonds. (water, sewer)

LOCAL IMPROVEMENT DISTRICTS

These districts allow for special assessment on those properties that directly benefit from the improvement. When a capital project is going to provide a benefit that primarily or wholly benefits a portion of the City, a local improvement district (LID) can be formed as part of the project. (water, sewer, stormwater, transportation, parks)

IMPACT FEES

These are charges against new developing property that attempt to recover the cost incurred by the City in providing the public facilities required to serve the new development. They are specifically authorized by state law only for: (1) public streets and roads; (2) publicly owned parks, open space, and recreation facilities; (3) school facilities; and (4) fire protection facilities in jurisdictions that are not part of a fire district. (transportation, parks, fire)

OTHER INTERLOCAL AGREEMENTS

Prilled Sulfur – The City and the Port of Anacortes entered into an interlocal agreement whereby the Port pays the City for each ton of Prilled Sulfur transported through the City of Anacortes, and the City agrees to use those monies to keep the truck route in good repair.

MITIGATION FEES

The State Environmental Policy Act (SEPA) grants the City wide-ranging authority to impose conditions relating to a project's impacts. In order to use SEPA to impose impact fees, the City must establish a property foundation, rationally related to impacts identified in threshold documents or environmental impact statements. Fee collected under SEPA may not duplicate fees collected under other sources of authority. (water, sewer, stormwater, transportation).

USER RATES

User rates for existing customers can be adjusted to offset costs relating to increasing system capacity or improving the existing level of service. (water, sewer, stormwater, solid waste)

CONNECTION FEES

The City can amend additional hook up and connection charges to offset the costs of extending services and increasing system capacity. Surcharges are frequently applied to properties adjacent to City services where the owners petition for the extension of City services outside municipal boundaries. (water, sewer)

GENERAL FACILITY CHARGES

The City requires developers to pay General Facility Charges to purchase capacity in, and fund improvements to, the utility to which added demand is being placed from new capital facilities as part of a project. (water, sewer, stormwater)

TAXES (NOT INCLUDING THOSE USED SOLELY FOR TRANSPORTATION PURPOSES)

- City Utility Taxes – The City of Anacortes levies a seven percent tax on gross earnings from its water, sewer, and stormwater utilities, a three point four percent utility tax is levied against the solid waste utility. Utility taxes are also levied on the gross operating revenues earned by private utilities from operations within the boundary of a city. The city of Anacortes levies a six percent charge on electricity, gas, and telephone, and seven percent on cable TV.
- ~~Reel~~-Real Estate Excise Tax (REET) – The city currently levies two taxes, each of one quarter of one percent (REET 1 and REET 2) on each sale of real property within its corporate limits. These funds must be spent “for any capital purpose identified in a capital improvements plan and local capital improvements including streets, parks, sewer, water mains, swimming pools, and gymnasiums.” (The second one quarter percent of this tax cannot be used for acquisition of land for parks.)
- Retail Sales and Use Tax – This tax may be used for any general purpose by the City, including capital improvements.
- Leasehold Excise Tax – This is a tax levied on leased publicly owned property, in lieu of a property tax, in the amount of 12.84% of the total lease amount.
- Hotel-Motel Tax – This is a special excise tax. Funds may be used solely for tourism promotion and for the acquisition and/or operation of tourism-related facilities. The City of Anacortes’ s rate for this excise tax is 4%, consisting of 2, 2% assessments. The 2nd 2% is dedicated to advertisement of the International Ferry Run that runs between Anacortes and Sidney British Columbia.
- Special sales taxes for specific purposes – For example, Skagit County levies a .2% “Public Safety” tax, the proceeds of which were used to build and operate the County Jail.

STATE SHARED REVENUES

- Motor Vehicle and Camper Excise Taxes – These revenues must be used for the purpose of police and fire protection.
- Liquor Receipts – Primarily for policing costs. At least two percent of liquor taxes and profits receipts must be devoted to an approved alcoholism or drug addiction program.

FUNDING SOURCES FOR TRANSPORTATION ONLY

- State Transportation Improvement Board – Grant funds to local governments for projects that potentially have regional or multi-jurisdictional magnitude.
- Surface Transportation Program – This is a regionally administered federal transportation program.
- Statewide Competitive Allocation – A state administered program using federal funds for transportation projects associated with economic development, public/private partnership, and innovative projects.

- Transportation Benefit District – These are authorized for cities by RCW 35.21.225 to fund capital improvements of City streets within the district.
- Municipal Gas Tax Funds (Motor Vehicle Fuel Excise Tax) – All municipalities collect funds for street improvements. These funds are generated from the sale of gasoline and disbursed to the cities by the state, based on population.
- Liquor Control Board Profits, and Liquor Excise Taxes – These funds are collected by the State through the sale of alcohol, and are distributed using a formula that is based on City population.
- Federal Grants – These include US Department of Transportation, Federal Highway Administration, and National Highway Traffic Administration grants.

Utilities

Background

Background & Context

The Growth Management Act (GMA) requires the utilities element of a comprehensive plan to consist of “the general location, proposed location, and capacity of all existing and proposed utilities, including, but not limited to, electrical ~~lines~~, telecommunications ~~lines~~, and natural gas ~~systems~~~~lines~~.” Three services often thought of as utilities but not included in this element are potable water supply, sanitary sewers and stormwater management. The GMA requires that these three services be addressed in the capital facilities element of a comprehensive plan.

~~In addition to meeting the GMA requirements with respect to utilities, this element also includes goals, policies and actions regarding conservation of resources utilized to provide these services.~~

~~As of 2025, P~~providers of utility services ~~within the Anacortes Planning Area of the utilities discussed in this element are as follows, as of 2013~~included:

- ~~Electricity~~
 - ~~Puget Sound Energy~~
- ~~Natural Gas~~
 - ~~Cascade Natural Gas~~
- ~~Telecommunications~~
 - ~~Telephone: Frontier~~
 - ~~Personal Wireless Services: Various providers~~
 - ~~Cable Television: Comcast~~
 - ~~Fiber Optic Cable: Various providers~~
- ~~Liquid Petroleum Pipelines~~
 - ~~Olympic Pipeline Company~~
 - ~~Kinder Morgan~~

Electricity: Puget Sound Energy

Natural Gas: Cascade Natural Gas

Telecommunications: Various

Telephone: Ziply Fiber Northwest, LLC

Fiber Optic Internet: [Ziply Fiber Northwest, LLC; Anacortes Access Fiber Internet](#)

[The Washington Utilities and Transportation Commission \(WUTC\) regulates private, investor-owned electric and natural gas utilities in Washington. It is the commission's responsibility to ensure regulated companies provide safe, reliable, and equitable service to customers at reasonable rates, while allowing them the opportunity to earn a fair profit. The UTC regulates the rates and services of telephone companies operating in the state of Washington, but does not normally regulate cable, internet, or wireless phone services.](#)

Electricity

[Puget Sound Energy \(PSE\) is an investor-owned utility providing electrical service to approximately 1.2 million customers in 10 counties in the Puget Sound area. This includes approximately 15,000 electric customers in Anacortes. ~~Puget Sound Energy \(PSE\) is Washington State's largest and oldest energy utility, serving nearly 1 million electric customers primarily in the Puget Sound region, including the City of Anacortes.~~ To provide reliable service, PSE builds, operates, and maintains an extensive electrical system consisting of generating plants, transmission lines, substations, and distribution systems. ~~PSE's~~ power delivery facilities in Anacortes include XXXX miles of overhead and XXX miles of underground cables. PSE owns, operates, and maintains all electric transmission and distribution substations, as well and the electrical transmission and distribution lines within Anacortes.](#)

PSE is regulated by the Washington Utilities and Transportation Commission (WUTC) and is obligated to service its customers subject to WUTC rates and tariffs. [Unlike some other private utilities, providers of electricity such as PSE must provide electricity upon demand and in accordance with the Revised Code of Washington, Washington Administrative Code, and the tariffs on file with the WUTC. To comply with its public service obligations, PSE must plan to extend or add to its electric facilities when needed. PSE is required by the WUTC to complete an Integrated Resource Plan \(IRP\) to forecast the resources necessary to meet future demand over a 20-year period.](#)

[To meet local electric demand in Anacortes, new transmission lines and substations may need to be constructed, and existing facilities will need to be maintained and possibly rebuilt. Potential major construction anticipated in Anacortes over the next 10-20 years includes the following:](#)

- [To be updated.](#)

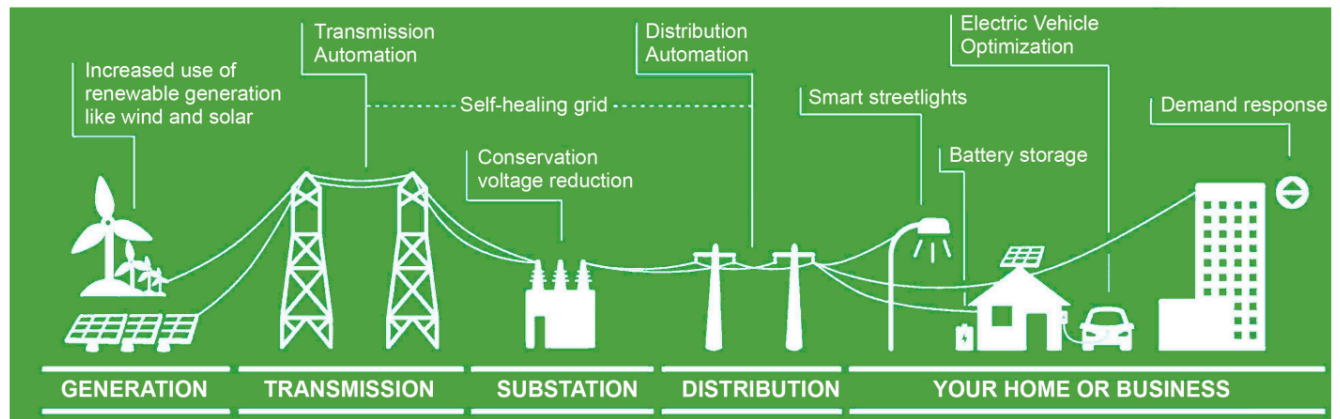


Figure xxxx, Illustration of Electric Delivery System – PSE 2021 Integrated Resource Plan

Within the Anacortes UGA, PSE operates 115kV transmission lines, 115kV-12.47kV distribution substations, and 12.47kV distribution lines. Two parallel transmission lines, approximately 8 miles in length serve the Anacortes residential and business loads via Anacortes Substation (20MVA) and Burrows Bay Substation (25MVA). These lines also serve BPA's customer, Orcas Power and Light Co-Op through BPA's Fidalgo Substation via a 2.2 mile radial 115kV line (owned by PSE) out of the Burrows Bay Substation. Four 12.47kV distribution circuits out of Anacortes Substation and three 12.47kV distribution circuits out of Burrows Bay Substation carry power to the businesses and homes in and around the Anacortes business and residential districts.

In the heavy manufacturing zone and vicinity, PSE also operates several 115kV lines and 3 major transmission substations (March Point, Texaco West and Texaco East). The Texaco West and Texaco East substations serve the Shell Oil Refinery, integrate the (Shell) 140 MW March Point Cogeneration plant, and are also used to help move PSE network power throughout Anacortes, Whidbey Island and the San Juan Islands.

PSE's 230kV/115kV March Point Substation sits just outside of the Anacortes UGA and is a source for all of the 115-kV lines within the Anacortes UGA. March Point Substation also provides service to Whidbey Island via two 115-kV lines. In addition, two 115-kV lines from March Point Substation feed the North Point Substation which is owned and operated by the Tesoro Oil Refinery (located between Fidalgo Bay and Padilla Bay).

PSE's 115kV-12.47kV Summit Park Substation (25MVA) is also in this location and serves the loads along SR-20 within (and outside of) the Anacortes UGA. Summit Park Substation has a total of three 12.47kV distribution circuits. PSE's Padilla Bay 115-12.47 kV (9.5 MVA) Substation which is located east of the Shell Oil Refinery has two 12.47-kV distribution circuits which serve loads such as General Chemical and the Olympic Pipeline as well as other area loads.

One of PSE's 115-kV transmission lines which connects to the Texaco East Substation (on the Shell Oil Refinery property) also feeds the Air Liquide Company's 115-4 kV distribution substation.

Upgrade of the two 115kV lines serving Anacortes and Burrows Bay Substations is planned within 10 years. The upgrade involves replacement with larger conductor on the existing structures. These lines are impacted by growth in the Anacortes UGA as well as growth in the San Juan Islands.

~~PSE also has plans to construct a new 115 kV line bay and power circuit breaker in March Point Substation and relocate one of the existing transmission lines to this new line bay. Moving this line from its existing line bay position on the March Point Substation 115 kV bus will improve transmission system reliability to the entire area. The plan is to try to complete this work in 2015.~~

~~PSE will construct new 115 kV lines and substations as necessary to meet future system needs. This includes meeting major industrial customer requests, interconnecting new generating plants and serving new commercial and residential growth.~~

~~Plans for the 115kV upgrade (reconductor) are based on forecasts for load growth and the timing of upgrade will depend on actual loading.~~

Natural Gas

Cascade Natural Gas (CNG) Corporation provides natural gas service to the City of Anacortes. CNG is an investor owned utility serving customers throughout the states of Washington and Oregon. [Natural gas is considered an alternative fuel, rather than a necessity, as electricity is. In accordance with the laws and tariffs, CNG's natural gas service is a demand-driven utility, meaning its planning and operations are closely tied to forecasting and meeting customer energy needs over time. CNG is required by the WUTC to complete an Integrated Resource Plan \(IRP\) to forecast the resources necessary to meet future demand over a 20-year period.](#)

To serve Anacortes, CNG ties into Northwest pipeline on Fruitdale rd. in Sedro Woolley. Anacortes is served with multiple sizes of pipe that vary in pressure. ~~Their system fully meets existing demand. They currently provide service to approximately 75% of the proposed urban growth area.~~

~~CNG has indicated that they have adequate resources to meet the service needs according to their standards. The City should cooperate with them in:~~

- ~~• Identifying joint use corridors;~~
- ~~• Providing early notification of projects and;~~
- ~~• Optimizing extension of service to new development.~~

~~To service future growth, the maximum capacity of the existing distribution system can be increased as required by one or more of the following:~~

- ~~• Increasing distribution and supply pressures in existing lines.~~
- ~~• Addition new distribution and supply mains for reinforcement.~~
- ~~• Increasing existing distribution system capacity by replacement with larger sized mains.~~
- ~~• Adding district regulators from supply mains to provide additional intermediate pressure gas sources to meet the needs of new development.~~

~~The location, capacity and timing of these improvements depend greatly on opportunities for expansion and on how quickly the city grows. There are usually several possible routes to connect different parts of the system. The final route taken will depend on right-of-way permitting, environmental impacts, and opportunities to install gas mains with new developments, highway improvements or other utilities.~~

~~CNG has an active policy of expanding its supply system to serve additional natural gas customers. CNG's engineering department continually performs load studies to determine CNG's capacity to serve its customers.~~

~~Customer hook-up to the distribution system is governed by CNG's tariffs as filed with and approved by the WUTC. Connection to CNG's distribution system is driven by demand, which means that connections cannot be planned in advance; rather connections are initiated by customer requests. CNG also installs service for new construction and conversion from electricity or oil to natural gas.~~

Telecommunication Services

TELEPHONE

Like investor-owned gas and electric companies, telecommunications companies are regulated by the WUTC, which establishes service levels and rates. Standard telephone facilities include a central plant, which houses switching gear, utility poles, and overhead or underground lines. Underground installation of telephone lines and use of efficient fiber optic systems is becoming more common as technology advances and regulators ~~reposed~~ [respond](#) to aesthetic concerns. ~~Frontier Communications~~ [Zipty Fiber Northwest, LLC](#) is the provider of land-based ("land-line") telephone service in Anacortes. ~~{Oak Harbor}~~

~~No additional switching stations or other major construction projects are anticipated for the Planning area over the next 20 years.~~

CELLULAR TELEPHONE SERVICE

A cellular system consists of cells (geographic areas served by a transmitting and receiving tower), cell sites (the tower site, base station radio and interconnecting equipment), a switching station (which receives and distributes signals from the cell sites via conventional lines and microwave signals), and the cellular phones themselves. Cellular phones can operate only within the range of a given cell site. Therefore, in order to cover broad service areas, cell sites must be located close enough to one another to provide uninterrupted services as the user moves from one location to another. With advances in digital technology, the capacity of cell sites will increase. Therefore, capacity is not anticipated to be a problem in the future. ~~There are several providers of cellular telephone service within the UGA. These providers operate a network of cell sites within the City, Skagit County and surrounding counties in order to provide adequate coverage. Additional cell sites will be constructed in response to consumer demand as regulated by the Federal Communications Commission. {Oak Harbor}~~

A number of personal wireless service providers operate within the City. The cellular system will change in response to several factors: technology, customer growth, shifts in distribution patterns, and/or service quality or reliability. Cell sites are established throughout the region to transmit phone calls. There are a number of cell sites within the City. Cell sites include sites for mobile cellular phone services and for the Emergency Response System. ~~{MAP?}~~

CABLE

Cable TV service is available to the City. Individual homes receive service from cables, which connect to distribution cables in the street. The distribution cables connect to the satellite station via trunk lines. Cables are installed either aerially or underground. Any future expansion that may occur will be completed as technology, market demand, and return on investment allows.

FIBER OPTIC ~~CABLE~~INTERNET

Various private operators have installed underground fiber optic cable in ~~the Planning Area~~[Anacortes](#). Fiber optic cable allows high-speed data communications and transport across the United States. [Ziply Northwest LLC](#), and [Access Anacortes Fiber Internet](#) provide fiber internet service in Anacortes. ~~The City Council is currently exploring options for a potential municipal fiber network.~~

Major Pipeline Corridors

The Anacortes Urban Growth Area has three major pipeline corridors. One is the high pressure line described in the Natural Gas section of this Element. The others are fuel pipelines owned by Kinder Morgan and BP Olympic. The fuel pipelines cross through the eastern portion of Anacortes city limits near Padilla Heights Road and just east of the intersection of SR 20 and Reservation Road prior to terminating at the two oil refineries on March's Point.

The Kinder Morgan pipeline is approximately 69 miles long and ships Canadian crude oil and condensates from Abbotsford, British Columbia for delivery to Washington State refineries at Anacortes, Cherry Point and Ferndale. The pipe ranges in diameter from 16 to 20 inches.

The Olympic Pipeline is a 400-mile interstate pipeline system that includes 12 to 16 inch pipelines running along a 299-mile corridor from Blaine, WA to Portland, OR. The system transports gasoline, diesel, and jet fuel. The fuel originates at four Puget Sound refineries, including the two in Anacortes, and is delivered to Seattle's Harbor Island, Seattle-Tacoma International Airport, Renton, Tacoma, Vancouver, WA and Portland, OR.

Figure U-1. UGA pipeline corridors.



Climate Background

Note to Reader:

~~New content is not underlined in this chapter because it is all new.~~

Background and Context

The Growth Management Act (GMA) requires that cities provide a Comprehensive Plan with a Climate Element to adapt to and mitigate the effects of a changing climate. The Climate Element supports the City's ability to build community resiliency, prepare for climate impacts and natural hazards, enhance environmental, economic, and human health, and reduce greenhouse gas (GHG) emissions. The Climate Element is unique in that the goals and policies relate to other elements in the Comprehensive Plan and will shape the sustainability and resiliency of the City.

Anacortes has been preparing for the impacts of a changing climate for many years prior to the GMA changes that require jurisdictions to address climate in their Comprehensive Plans. In 2006, Anacortes published the city's first Greenhouse Gas (GHG) Emissions Inventory and Climate Action Plan. The adopted Climate Action Plan shows that Anacortes was an early leader in incorporating climate action into long-range city plans. GHG reduction or climate mitigation projects that have been accomplished since the 2006 Climate Action Plan include:

- Installation of electric vehicle chargers in the parking lots of City Hall, the Library, and the Operations building.
- Installation of solar panels at City Hall, the Library, and Police Station. Purchase of Green Power for City facilities.
- Conversion of streetlight bulbs to LED.
- Purchase of 9 hybrid and 5 fully electric vehicles for the City fleet.

To meet new GMA requirements, the Anacortes Climate Element includes two sub-elements. The GHG Emissions Reduction Sub-Element measures local emissions and highlights actions that can be taken to reduce or eliminate GHG emissions. The Climate Resilience Sub-Element measures climate vulnerability

and highlights actions that can be taken to improve local resiliency to changing weather and extreme events.

GHG Emissions Reduction Sub-Element Requirements:

- Result in reductions in overall greenhouse gas emissions generated by transportation and land use within the jurisdiction but without increasing emissions elsewhere in Washington;
- Result in reductions in per capita vehicle miles traveled within the jurisdiction but without increasing greenhouse gas emissions elsewhere in Washington; and
- Prioritize reductions that benefit overburdened communities in order to maximize the co-benefits of reduced air pollution and environmental justice.

Climate Resilience Sub-Element Requirements:

- Address natural hazards created or aggravated by climate change, including sea level rise, landslides, flooding, drought, heat, smoke, wildfire, and other effects of changes to temperature and precipitation patterns;
- Identify, protect, and enhance natural areas to foster climate resilience, as well as areas of vital habitat for safe species migration; and
- Identify, protect, and enhance community resilience to climate impacts, including social, economic, and built-environment factors, which support adaptation to climate impacts consistent with environmental justice.

The Greenhouse Gas Emissions Sub-Element and the Climate Resilience Sub-Element are discussed in further detail below.

Climate Team

The Anacortes City Council established an interdisciplinary Climate Team (Resolution 3165) to assist in development of the new Climate Element of the Comprehensive Plan. The Climate Team members, appointed by the mayor, included representatives of community organizations and/or service providers, tribal governments, transportation agencies, impacted businesses, local medical institutions, educational institutions, city council, planning commission and city staff.

The Climate Team met four times during fall 2024 and winter 2025 to review the findings from the GHG inventory and Climate Vulnerability and Risk Assessment, as well as survey feedback from public events and information learned from early data gathering. The group advised staff and the consultant team, and provided key feedback on example measures identified by the Washington State Department of Commerce that ultimately shaped the Climate Element goals and policies covered in Volume 1.

In addition to the dedicated Climate Team meetings, members were encouraged to attend other public engagement events, such as City Council and Planning Commission presentations, public open houses, and listening sessions. Their involvement in the Climate Element is deeply appreciated, and ensures the analysis work and resulting goals and policies consider local community needs and priorities.

Greenhouse Gas Emissions Sub-Element

The Greenhouse Gas (GHG) Emissions Sub-Element is structured around a GHG Emissions Inventory that provides a comprehensive baseline of GHG emissions that Anacortes is responsible for, and a method to track the city's GHG reduction progress over the next 20 years. The results from the inventory support Anacortes's requirement to identify goals and policies that will result in the reduction of overall GHG emissions and per capita vehicle miles traveled (VMT), while also prioritizing reductions that benefit overburdened communities. The full list of Climate Element goals and policies can be viewed in Vol. 1.

The GHG Emissions Inventory is based on the calendar year of 2022 and captures activities within Anacortes's city limits. The nearby refineries are included in Skagit County's inventory, not Anacortes's inventory.

Inventory Results - Local and Total Emissions

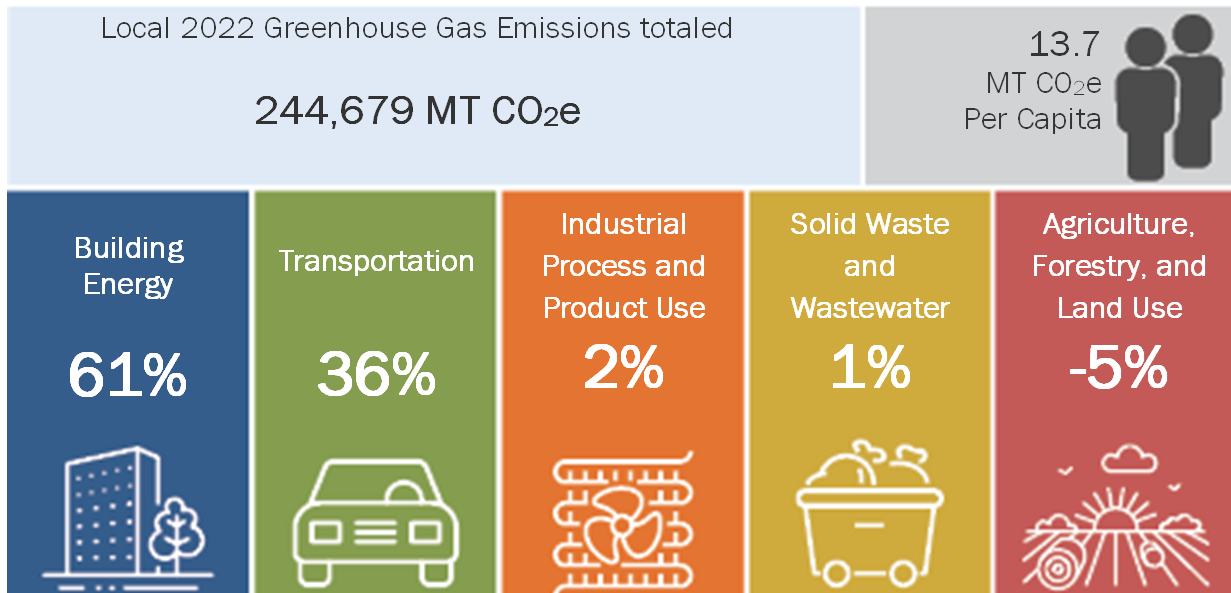
The 2022 Anacortes GHG Emissions Inventory measures local emissions from emission sources like building energy, transportation energy, waste, refrigerants, and forestry to understand sources of GHG emissions and inform mitigation strategies. The inventory also measures imported emissions from goods and food, air travel, and fuel produced outside the city boundaries, as well as negative emissions, including forest carbon sequestration.

Anacortes, in 2022, with a population of 17,880 people, totaled about 244,679 metric tons of carbon dioxide equivalent (MT CO₂e). The 244,679 MT CO₂e of local GHG emissions averages out to 13.7 MT CO₂e per resident, which is similar to statewide average of 13.5 MT CO₂e (2019) per resident. Figure CE-1 shows the breakdown of emission sources contributing to Anacortes's GHG emissions total, which includes:

- **Transportation Energy** – emissions generated by any type of transportation activity, including the use of gasoline, diesel, electricity, and other fuels to power cars, trucks, and boats.
- **Building Energy** – emissions associated with energy use including heating, lights, and power in residential, commercial, and industrial buildings. The main sources are natural gas and electricity but also include small amounts of propane and other fuels.
- **Agriculture, Forestry, and Land Use** – emissions from land-based activities, including greenspace development. Anacortes's significant intact forest sequesters carbon and reduces emissions.
- **Refrigerants** – emissions associated with fugitive high potency greenhouse gases used in refrigeration and cooling systems. Sources include building and vehicle air conditioning as well as residential and commercial refrigerators and freezers.

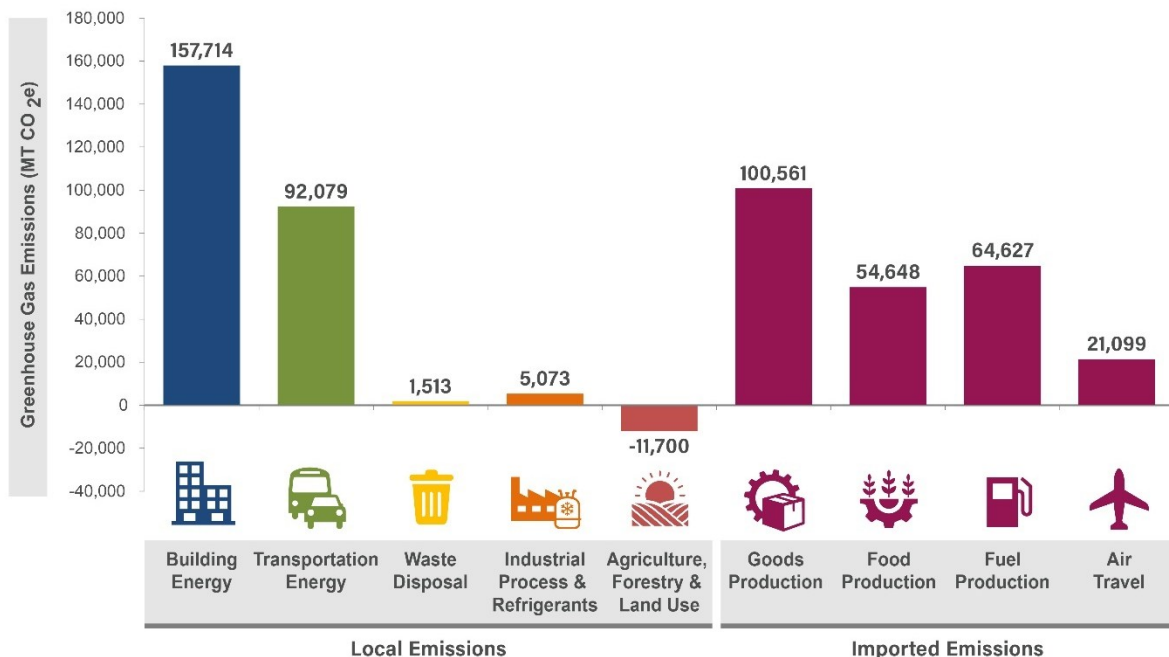
- **Solid Waste and Wastewater** – emissions generated and leaked from waste disposal in landfills and wastewater treatment processes.

Figure CE-1. Summary of Anacortes Local 2022 GHG Emission Totals



In addition to accounting for local emissions, the inventory also estimates imported (consumption-based) emissions, which are the emissions generated outside of Anacortes to produce and provide the imported goods, food, services, air travel, and production and transport of fuels consumed by local households. Imported emissions total 240,935 MT CO₂e. Together, Anacortes's local and imported emissions total 485,614 MT CO₂e (see Figure CE-2).

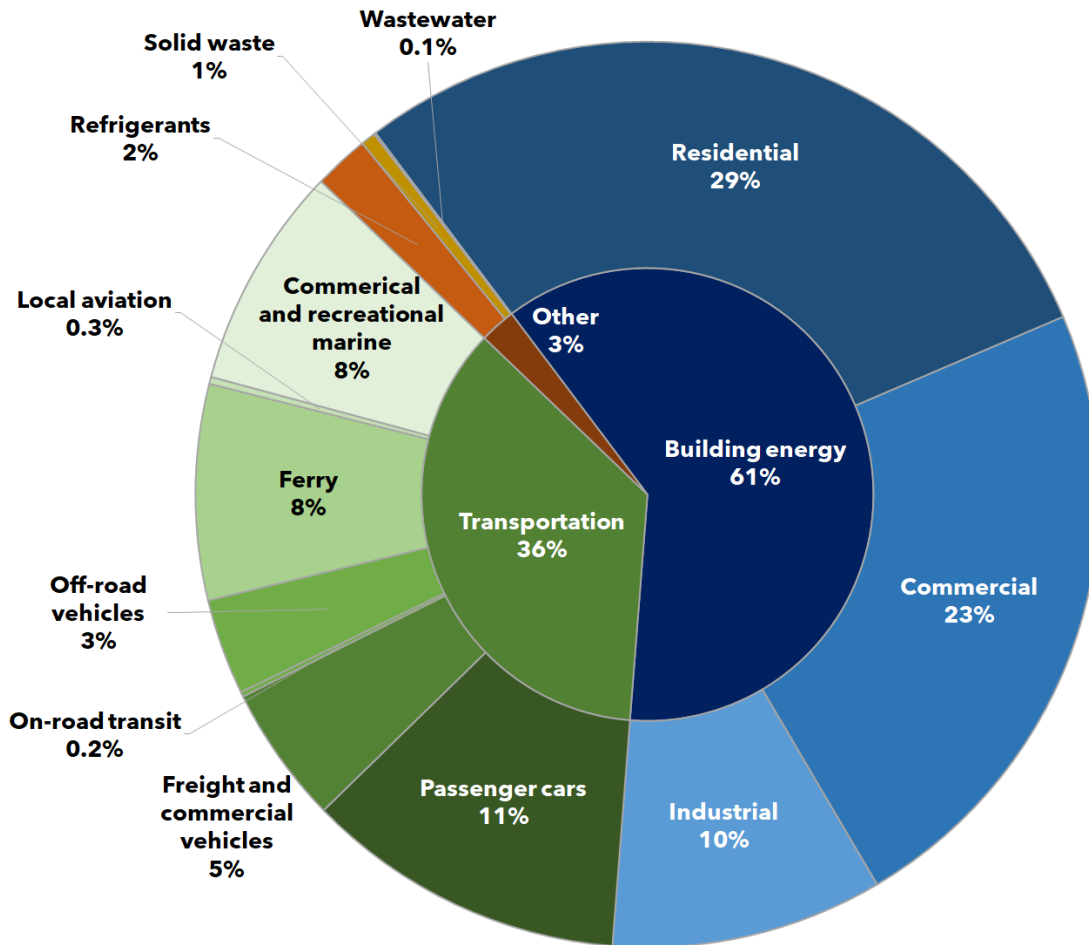
Figure CE-2. Anacortes's Local and Imported GHG Emission Sources and Sinks



Inventory Results – Sector Specific

97% of Anacortes's local emissions come from building energy and transportation sources. Figure CE-3 shows the percentage of local emissions by specific sectors and subsectors.

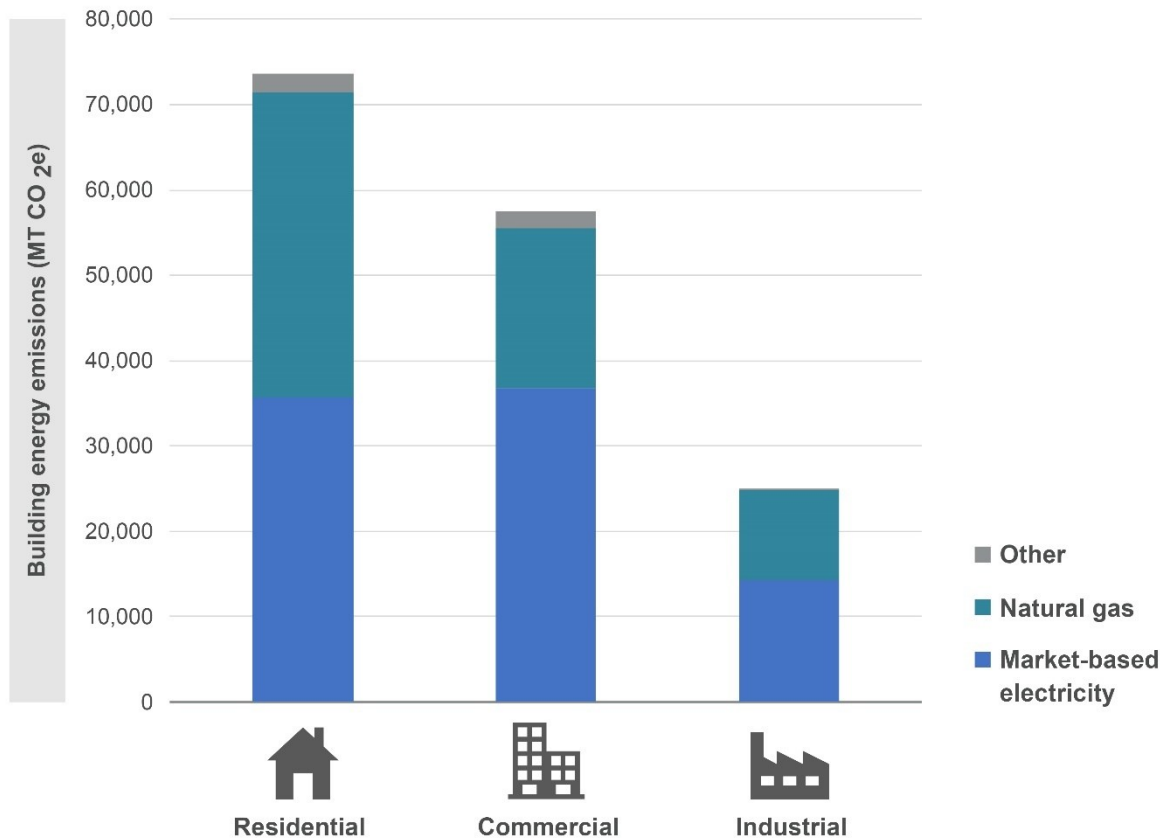
Figure CE-3. 2022 Anacortes Local Emissions by Specific Sector



Note: Excludes negative emissions from chart

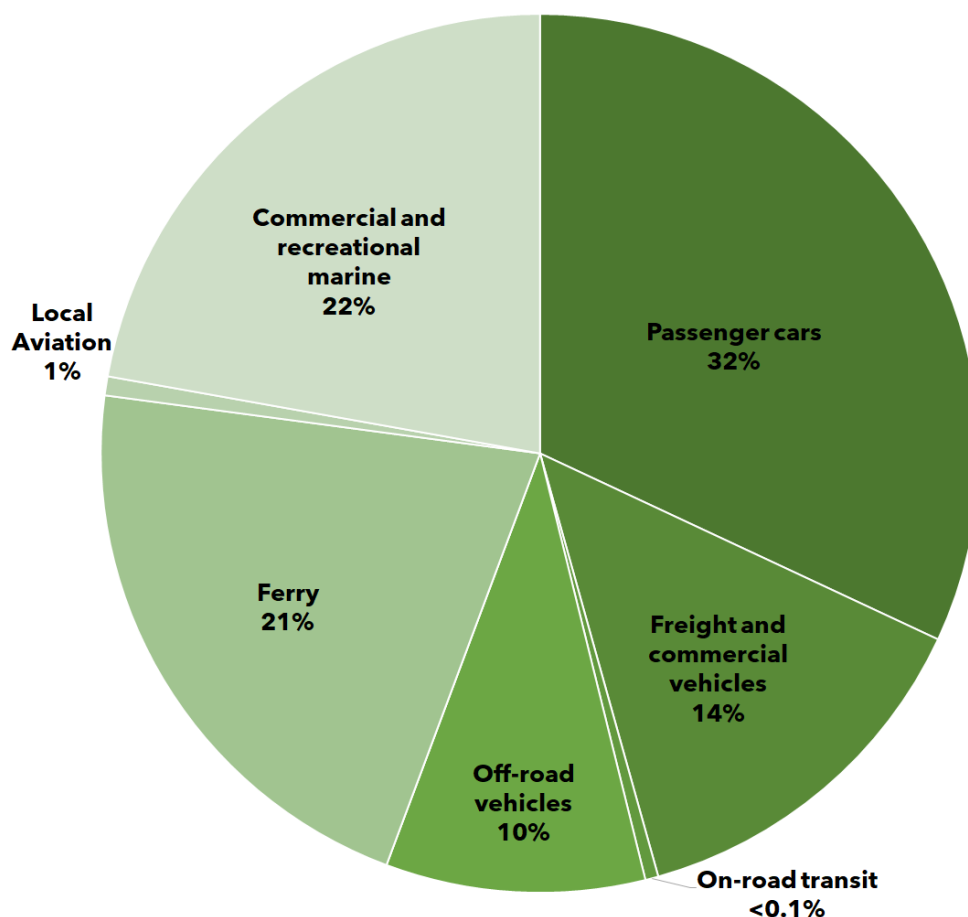
Energy used in buildings is Anacortes' [s](#) largest source of local GHG emissions accounting for 61% of local emissions. These emissions come from a mix of electricity use and natural gas, propane, and other fuels used for heat and power. Total building energy emissions total nearly 158,000 MT CO₂e. Residential building energy emissions account for 29% of total local emissions (74,000 MT CO₂e), commercial buildings account for 23% (59,000 MT CO₂e), and industrial buildings account for 10% (25,000). Figure CE-4 shows emissions by subsector and energy type.

Figure CE-4. Building Energy Usage by Type and Energy Source



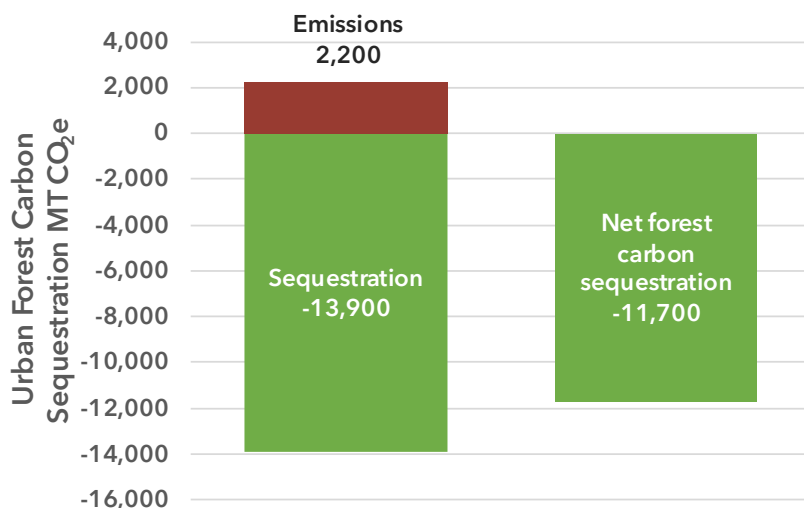
Transportation emissions are the second-largest source of local emissions for Anacortes, totaling just over 92,000 MT CO₂e. Figure CE-5 shows Anacortes' top three sources of total transportation emissions (excluding air travel) are passenger cars (32% and 29,400 MT CO₂e), commercial and recreational marine watercraft (22% and 20,400 MT CO₂e), and ferry operations (21% and 19,700 MT CO₂e). Anacortes is unusual in its transportation emissions profile because of the ferry terminals and the maritime industry located within the city. For most cities of a comparable size, passenger car emissions dominate transportation emissions.

Figure CE-5. Breakdown of Total Transportation Sector Emissions by Percentage



Trees in Anacortes emitted about 2,200 MT CO₂e, but sequestered about 14,000 MT CO₂e in 2022 resulting in a net forest carbon sequestration of nearly 12,000 MT CO₂e (Figure CE-6). The large amount of carbon sequestration in Anacortes can be attributed to the city's large, forested areas primarily found in the Anacortes Community Forest Lands.

Figure CE-6. Carbon Emissions and Sequestration from Anacortes's Urban Forests



Emissions Forecast

The emissions inventory detailed above gives a snapshot of Anacortes's emissions in 2022, but the City is growing and the State has many policies in place that will affect emissions over the next 25 years. State regulation of the electrical grid and of vehicle sales and fossil fuel distribution is expected to have a strong effect to bring down local emissions. Guidance from the Washington State Department of Commerce¹⁶ stipulates that the GHG Sub-element, "should be developed with an overall target of reaching net-zero emissions by 2050," which is consistent with Washington's statewide target. To understand where Anacortes should focus its policies to coordinate with the State's efforts and fill in any gaps, Figure CE-7 shows Anacortes's forecasted emissions through 2050 including population growth and the impacts of state policies. Natural gas and diesel are the primary remaining sources of emissions in 2050. Anacortes cannot regulate the emissions associated with grid supplied electricity or the fuel choices for its residential and commercial constituents. Therefore, its actions are constrained to its own operations, land use planning, and to policies that encourage fuel switching and efficiency.

¹⁶ WashingtonState Department of Commerce. 2023. Climate Element Planning Guidance – Intermediate Version. Interim Planning <https://www.commerce.wa.gov/draft-intermediate-climate-element-planning-guidance-comment-period/>

Figure CE-7. Anacortes Emissions Forecast Through 2050

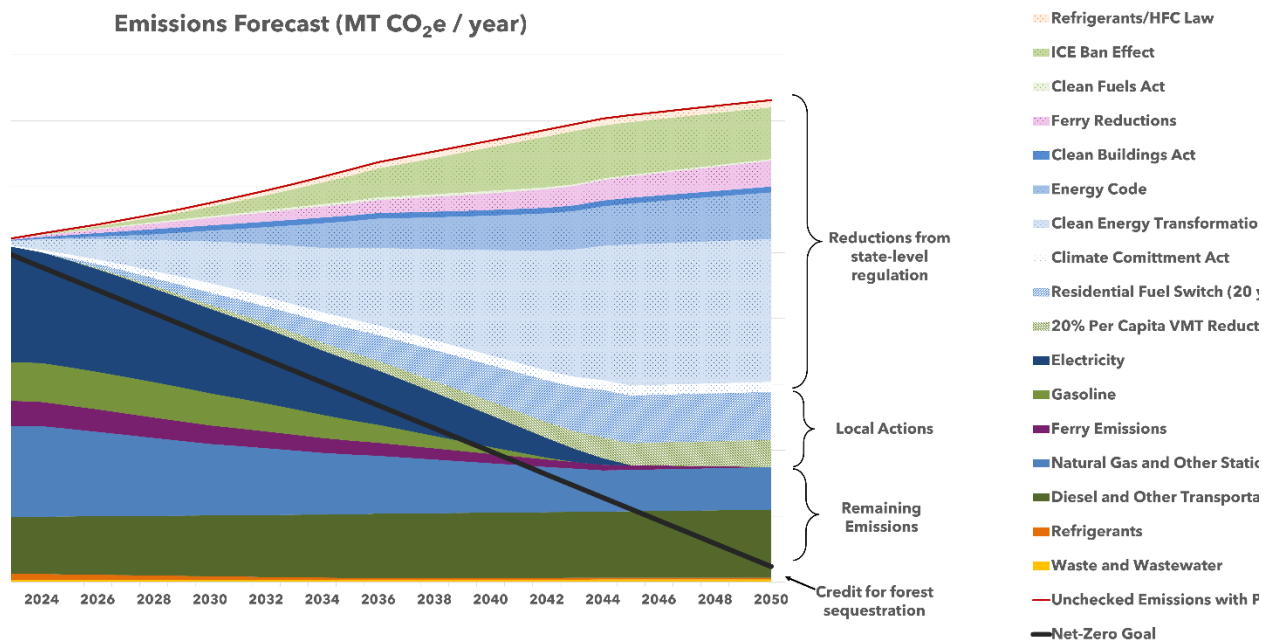


Figure CE-8. Summary of State Level Policies Impacting Local Emissions in Anacortes

Category	Policy	Description
Refrigerants	State of Washington HFC rules	Requires the phase out Hydrofluorocarbons, potent greenhouses gasses often used as refrigerants. The state estimates that this phase out will decrease HFC emissions by 70%.
Transportation	Zero Emissions Vehicle Standard	Requires that new vehicles sold in the state must be zero emissions by 2035
Transportation	Clean Fuels Act	Requires the reduction in emissions from fuels, can be met by fuel switching. Assumed to include at 10% reduction in the carbon intensity of fuels.
Transportation	Ferry Reduction Commitments	WSDOT has committed to be emissions free by 2050, in large part through ferry electrification
Buildings	Clean Buildings Act	Applies to the largest buildings. 15% reduction in energy usage by 2028.
Buildings	Energy Code	New construction will consume 70% less energy than the 2006 baseline by 2031.
Buildings	Clean Energy Transformation Act	Utilities must provide zero emissions electricity by 2045.
Buildings	Climate Commitment Act	Cap and trade system to decrease overall emissions. Assumed to decrease natural gas emissions by 10%. Also applies to other fuels, but does not act as quickly as the Clean Fuels Act.

Climate Resilience Sub-Element

The Climate Resilience Sub-Element uses climate modeling to identify and prepare for natural hazards exacerbated by climate change, including floods, droughts, wildfires, and other impacts of changes to temperature and precipitation patterns. Supporting the Climate Resilience Sub-Element is the 2025 Climate Vulnerability and Risk Assessment Report, which measures potential impacts of climate change on the region and provides a detailed understanding of climate risks like sea-level rise, extreme heat, and increased precipitation, that the city may face in the coming decades. The Report helps Anacortes meet requirements to identify goals and policies that address natural hazards created or aggravated by climate change, and protect and enhance both natural areas and community resilience to climate impacts. The goals and policies are itemized in Volume 1.

Local Climate Impacts

Figure CE-9 highlights the local climate impacts that are anticipated for the City of Anacortes.

Figure CE-9. Anacortes Climate Impacts and projections for 2050 and 2080

Climate Projection (Key indicators from CMRW Tool)	By 2050s*	By 2080s*
Total annual precipitation (percent change)	6.6% increase (-3.0%–11.3%)	10% increase (-1.4%–19.4%)
Late summer precipitation	14.3% decrease (19.2%–38%)	11.9% decrease (1.2%–53.6%)
Summer stream flow (Skagit River)	41% decrease	65% decrease
Change in average summer max. temp.	6.5°F (4.4°–8.3°F)	10.7°F (7.0°–13.1°F)
90° max. humidex (change in days) Historic 2 days	14.9 days (6.2–22.7 days)	34 days (16.3–15.7 days)
65° min. humidex (change in days)	14.9 days (4.9–28.8 days)	39.3 days (15.8–65.2 days)
Wildfire – change in high fire days – 48 days historical (1971–2000)	11 additional days (4–22 days)	18 additional days (No data)
Extreme precipitation magnitude (20-year storm)	17% increase (-3 to 30%)	30% increase (6 to 39%)
Heavy precipitation magnitude (2-year storm)	15% increase (3 to 23%)	21% increase (11 to 27%)
1-inch precipitation days	1.6 additional days (0–3.9 days)	3.5 additional days (0–5.3 days)
Coastal flooding – Likely sea level rise	0.7' (0.5'–1.0')	0.9' (1.0'–2.0')
Coastal flooding – High sea level rise	1.0'	2.0'

CMRW = Climate Mapping for Resilient Washington (CMRW); RCP = Relative Concentration Pathway

Impacts and projections based on RCP8.5 and sourced from the University of Washington Climate Mapping for a Resilient Washington (CMRW)

Key Assets

The City reviewed a wide range of community assets that could be potentially impacted by climate change. These assets were grouped into eleven climate planning sectors, as identified by the Climate Planning Guidance developed by the Washington State Department of Commerce (Commerce). 0 summarizes Anacortes' [community assets](#) that could be impacted by climate change. A draft version of this list was shared with the Climate Team and then refined. These assets were studied during the climate vulnerability analysis and used to identify future climate risks.

Figure CE-10. Summary of Anacortes Key Community Assets

Anacortes Key Community Assets			
<i>Climate Sector</i>	<i>Local Assets</i>	<i>Climate Sector</i>	<i>Local Assets</i>
<u>Agriculture & Food Systems</u>	• Food banks/local food distribution • Seafood processing facilities • Farmer's markets/gardens	<u>Economic Development</u>	• Retail and local businesses • Communications infrastructure
<u>Buildings & Energy</u>	• Commercial buildings • Residential buildings • Civic/community buildings • Energy infrastructure	<u>Ecosystems</u>	• Marine shorelines and reserves • Streams and wetlands • Anacortes Community Forest • City parks
<u>Cultural Resources & Practices</u>	• Historic buildings and sites • Archaeological resources/named places • Cemeteries	<u>Emergency Management</u>	• Fire and police stations • Emergency Response • Emergency Shelters
<u>Health & Well-being</u>	• Island Health Hospital and local medical facilities	<u>Waste Management</u>	• Solid waste and recycling • RV Dump Stations
<u>Transportation</u>	• Bridges (Fidalgo Island Access) • Roads • Marine Terminals and Ferry Service • Airport • Transit Service • Active Transportation	<u>Water Resources</u>	• Skagit River and groundwater resources • Anacortes Water Treatment Plant and infrastructure • Anacortes Wastewater Treatment Plant (WWTP) and sewer pipes • Stormwater facilities
<u>Zoning & Development</u>	• Waterfront-focused zones • Central Business District and Commercial Ave corridor • Residential areas		

Climate Vulnerability Index

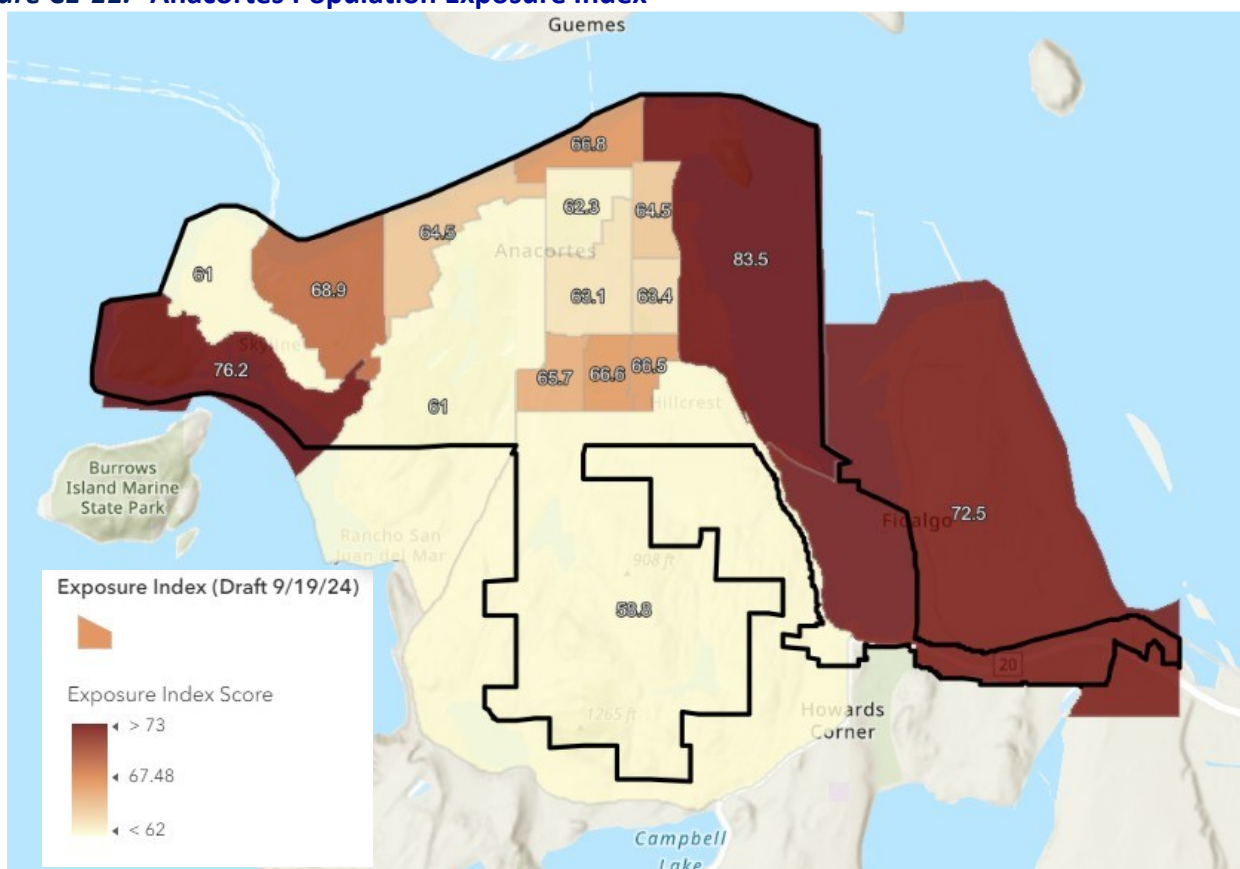
The 2025 Climate Vulnerability and Risk Assessment Report (Climate Vulnerability Report) uses the findings from the Climate Vulnerability Index to evaluate potential future impacts of climate change on the region and provides an assessment of future local climate risks, such as sea-level rise, extreme heat, wildfire, and increased precipitation. The Climate Vulnerability Index combines quantitative data that measures sensitivity, adaptative capacity, and exposure to produce an overall vulnerability score.

The **Exposure Index** evaluates expected increases in climate-related physical hazards and exposures. This index supports identifying amount and rate of change of physical exposures. The Exposure Index visually displays all census block groups and their relative exposure “scores” as a heat map. More saturation (redder, darker colors) indicates higher exposure.

The following inputs are used in the exposure index:

- Heat/rising temperatures
- Land cover
- Precipitation
- Air Quality
- Drought
- Sea Level Rise
- Wildfire

Figure CE-11. Anacortes Population Exposure Index

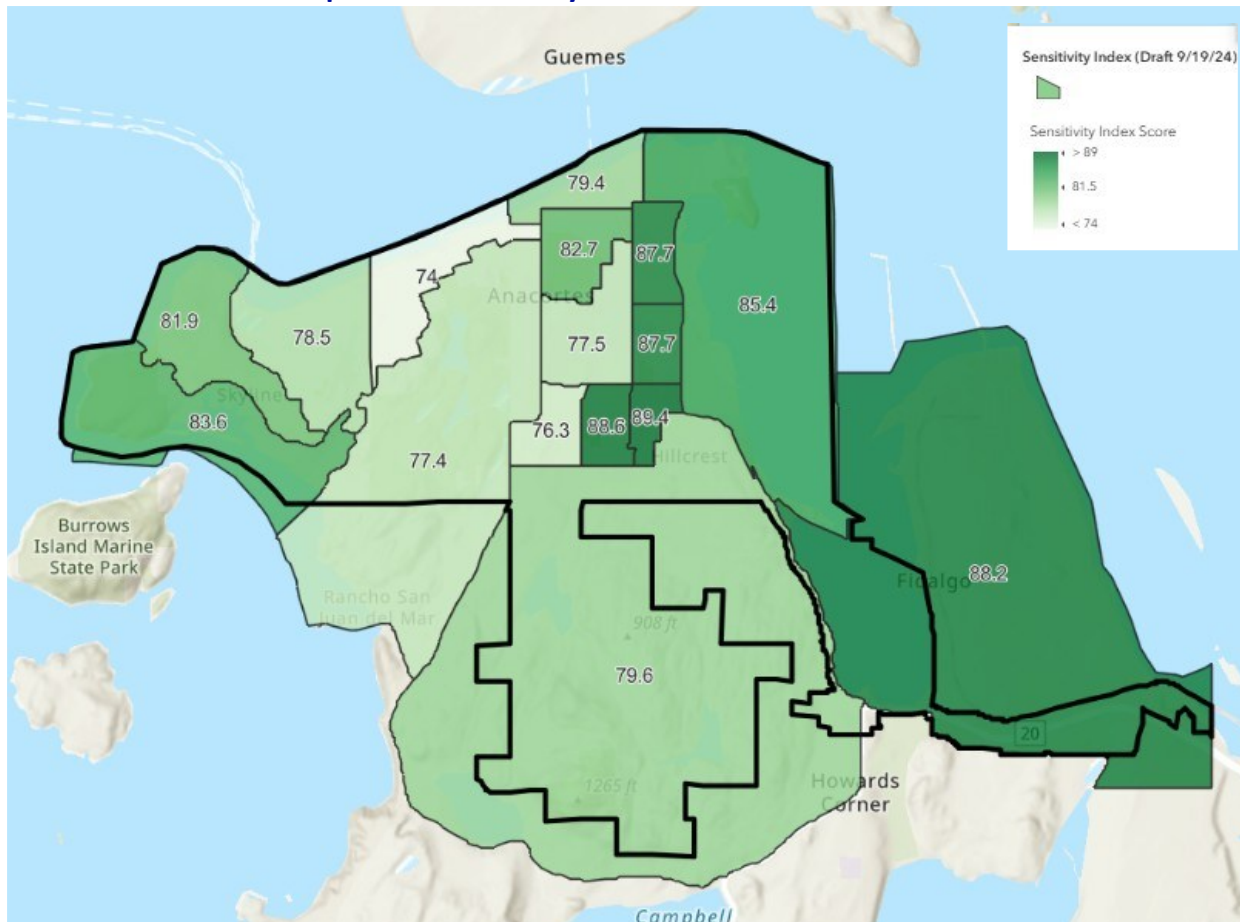


The **Sensitivity Index** evaluates factors like age and health conditions that may increase an individual’s vulnerability to negative health effects from impending climate hazards. This index visually displays all census block groups and their relative sensitivity “scores” as a heat map. More saturation (greener, darker colors) indicates more sensitivity.

The following inputs are used in the sensitivity index:

- Older Adults (65+)
- Children (under 5)
- Frequent Mental Health Distress
- Frequent Physical Health Distress
- Heart Disease
- COPD
- Asthma
- Diabetes
- Cancer (excludes skin cancer)

Figure CE-12. Anacortes Population Sensitivity Index

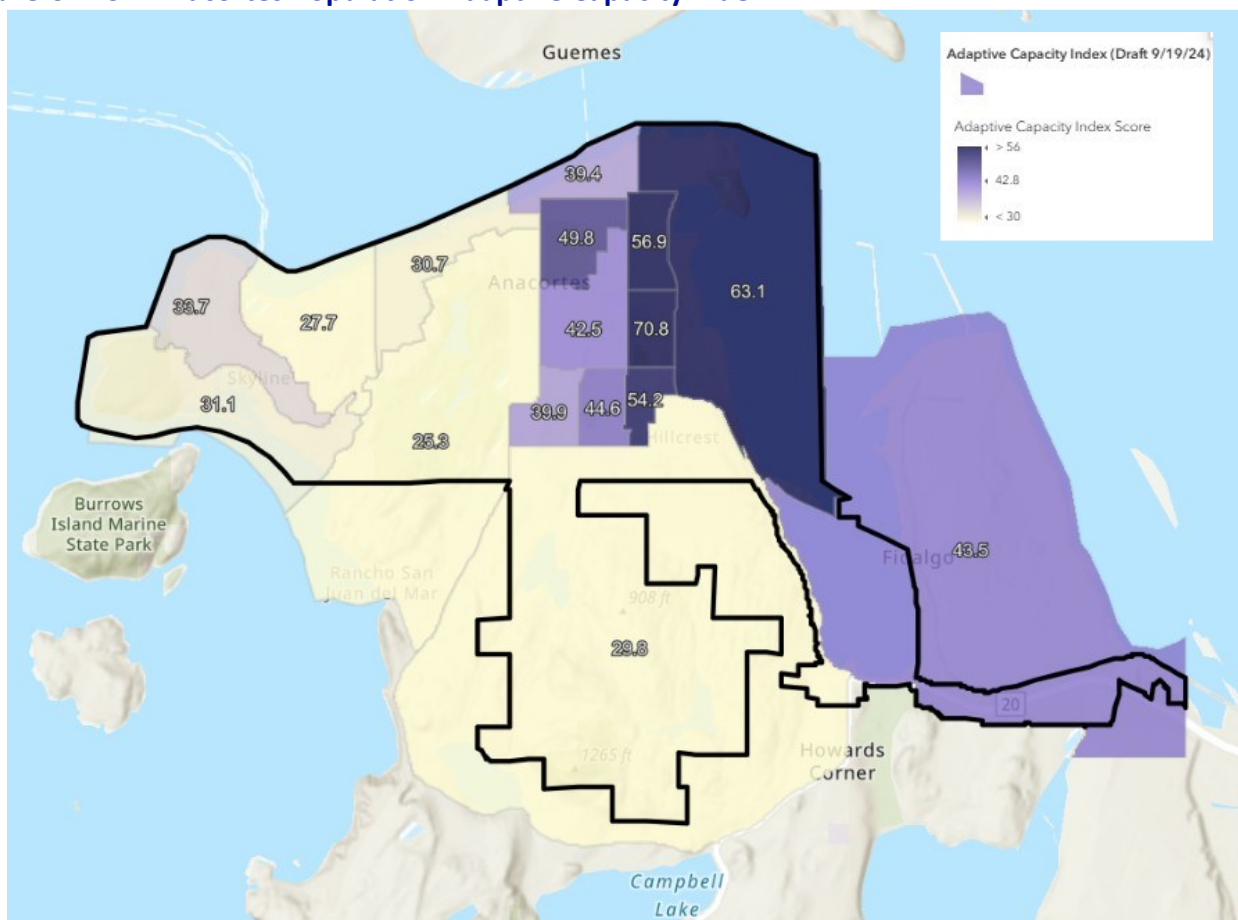


The **Adaptive Capacity Index** evaluates socioeconomic, demographic, and location-based factors that affect an individual's ability to cope with change, and recover from climate-related hazards/events. This includes identification of communities and populations who have been historically marginalized due to discriminatory policies and practices. This index visually displays all census block groups and their relative adaptive capacity “scores” as a heat map. More saturation (more purple, darker colors) indicates less adaptive capacity.

The following **inputs** are used in the adaptive capacity index:

- Low Population Density
- People of Color
- Low Income
- Educational Attainment
- No Car
- Limited English Speaking
- Older Homes
- Lack of Health Insurance
- Housing Cost Burden
- Living Alone
- Outdoor Employment

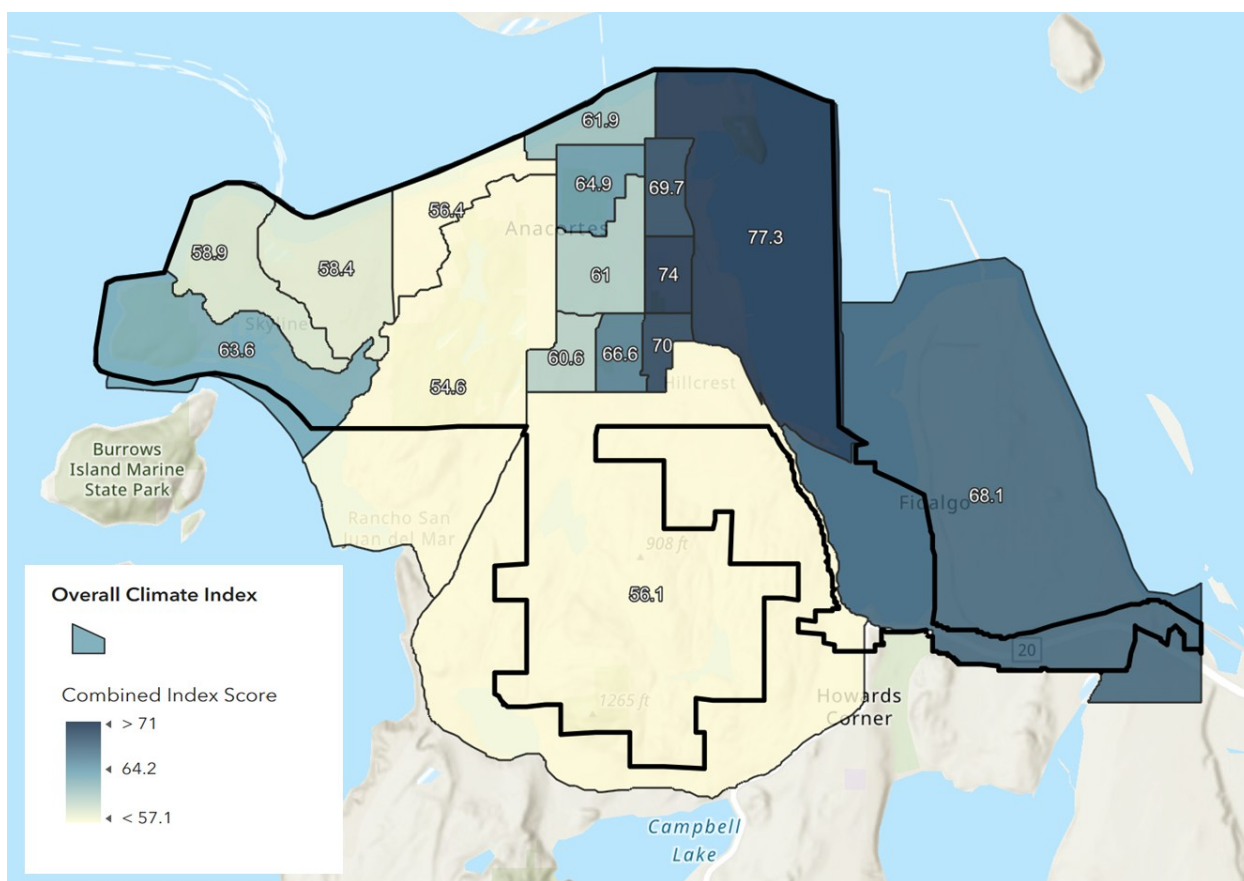
Figure CE-13. Anacortes Population Adaptive Capacity Index



The **Overall Vulnerability Index (CVI)** combines three different indexes: **Exposure**, **Sensitivity**, and **Adaptive Capacity**. These indexes consider relative exposure to future climate impacts, how sensitive people are to impending climate impacts, and how well the population can adapt and recover from impending impacts. Each index uses various indicators to assess census block groups. These indicators score each area based on how they compare to other census block groups within the city. By combining these indexes, the CVI illustrates how vulnerable different areas are to impending climate impacts.

The overall CVI visually displays all census block groups and their relative vulnerability “scores” as a heat map. More saturation (bluer, darker colors) indicates higher vulnerability. Although not all these indicators are specifically tied to increased likelihood for experiencing negative impacts to climate change, they are compounding factors in the challenges associated with accessing resources and recovering from climate hazard events.

Figure CE-14. Anacortes Climate Vulnerability Index



Climate Risks

As part of the Climate Resilience Sub-Element an assessment of climate risks was performed to identify which ways Anacortes may be most affected in the future due to climate change. Temperature, extreme precipitation, sea-level rise, landslides, snowpack, wildfires, and wildfire smoke are the seven climate risks that were categorized into risk types for the overall risk assessment. Figure CE-15 shows the overall results from the Climate Risks Assessment.

Figure CE-15. Climate Risks Assessment

Climate Risk	Impact	Probability	Mitigation Difficulty	Overall Risk
Temperature	HIGH	HIGH	MODERATE	HIGH
Extreme Precipitation	HIGH	HIGH	LOW	MODERATE
Sea-level Rise	MODERATE	HIGH	HIGH	HIGH
Landslides	LOW	MODERATE	LOW	LOW
Snowpack (Water Resource)	MODERATE	MODERATE	LOW	MODERATE
Wildfires	MODERATE	LOW	MODERATE	MODERATE
Wildfire Smoke	MODERATE	HIGH	LOW	MODERATE

The analysis found that sea-level rise and extreme heat (temperatures) posed the highest risk to Anacortes. Sea-level rise can result in compound impacts, including coastal flooding, groundwater flooding, and coastal erosion. Furthermore, the use and intensity of development in coastal areas makes mitigation more complex, thus resulting in a higher risk. Heat exposure or hot temperatures, particularly when they rise quickly, can aggravate cardiovascular diseases and respiratory illnesses, cause heat stroke and dehydration, and strain energy uses in buildings. Higher temperatures can also lead to faster weathering of roads and other infrastructure.

The analysis found moderate risks from future wildfires and wildfire smoke, extreme precipitation, and water resources (reduced snowpack). Wildfires occur less frequently in Western Washington than in communities east of the Cascades, but wildfires do occur, and are likely to become more significant due to climate change. In addition, Anacortes is also affected by smoke from regional, national, and international wildfires. Wildfire smoke reduces air quality and can be a significant health risk. Extreme precipitation can exacerbate local flood risks, particularly in coastal areas. Changes in the timing of precipitation can also exacerbate summer drought and water resource stress. The reduction in the region's snowpack is a significant issue for local water resources, however the City has initiated proactive planning to identify mitigation strategies.

The analysis found lower future climate risk from landslides, primarily due to the location of hazard areas, and that the City has Critical Area regulations to reduce the risk. Lower risk, however, still means some potential increased landslide risks in the future, particularly in shoreline areas where sea-level rise may exacerbate erosion. Monitoring this risk with future updates will be important.

ASSET IMPACTS

The analysis found the following key risks to local Anacortes assets. Please review the Climate Vulnerability Report for a full discussion.

- Coastal flood risks
 - SR-20 – portions near Sharp’s Corner have flooded during recent King Tides
 - Homes and development in low-lying coastal areas are vulnerable
- Wastewater Treatment Facility site is vulnerable to flooding
- The City’s water resources (Skagit River) will be impacted by climate change, but the City has been proactively planning to address this vulnerability.
- The City includes wildland urban interface areas (WUI) areas and regional plans have identified some properties around the Anacortes Community Forest as being higher-risk.
- The area may be more vulnerable to increasing temperatures and extreme heat as many buildings lack air conditioning, are older and may lack insulation, and because of local sensitive populations.
- Local ecosystems are facing exposure to multiple climate impacts, including increasing temperatures, drought, sea-level rise, flooding, and erosion.
- Cumulative human health and well-being impacts arising from experiences of multiple hazards and natural disasters. Mental and physical health is impacted by hazards indirectly and directly.

Shoreline Master Program

Climate change is affecting shorelines throughout Washington. For example, sea level rise is shifting the shoreline inland, and natural hazards like flooding and erosion are becoming more frequent and/or severe. Assessing the impacts of climate change and determining how to adapt are some of the issues for shoreline management. The decisions we make now will determine how resilient shorelines and the communities that rely on them are in the future.

The Washington State Department of Ecology (Ecology), who administers the Shoreline Management Act, is working to develop new requirements for how local governments will address the impact of sea level rise and increased storm severity in shoreline master programs.

Ecology is amending Chapters 173-26 and 173-27 WAC to:

- Add requirements for local governments to address the impact of sea level rise and increased storm severity on people, property, and shoreline natural resources and the environment; and
- Comply with the Shoreline Management Act (Chapter 90.58 RCW) and address issues that were identified through the review, adoption, and implementation of shoreline master programs (SMPs). These revisions will provide clarity around SMP approval/amendment procedures, and permit and enforcement procedures respectively. The topics and specific content of these revisions will be identified during the rule development phase through external engagement and internal coordination.

Ecology is also reviewing and updating sections of Chapters 173-18 and -20 WAC so that the lists of streams, rivers, and lakes reflect completed SMP updates and revising Chapter 173-22 WAC to clarify designations of shorelands and wetlands associated with shorelines of the state.

The first draft of the new rules were released for review and comment in Spring 2025, and the new rules will likely go into effect Fall of 2026. There is currently a local agency sounding board and updates being provided by Ecology staff.

The City is in the process updating the SMP and expects to complete this following the adoption of the Comprehensive Plan. A subsequent SMP update may be required by 2028 to ensure the City is compliant with forthcoming guidance from Ecology.

Next Steps and Implementation

The Climate Element provides the analysis and high-level goals and policies to direct how the City will reduce GHG emissions and increase resilience to address local climate impacts. This section provides background information on how City staff and the Climate Team prioritized actions to reduce emissions and provides an overview of how it meets core requirements for each of the sub-elements. It also highlights recommendations for next step actions to start to implement the Climate Element goals and policies.

Washington State Reduction Target Alignment

The State of Washington has set its target to reach net zero emissions by 2050. The goals and policies of the Climate Element position the City to take near-term action to reduce GHG emissions while also continuing to work with local and regional partners to identify strategies to meet the State's goal. In the near-term, Anacortes will focus on emissions from sources that are most within the City's control – buildings and vehicle transportation. The Climate Element goals and policies focus on strategies that:

- Update land use and development regulations to decrease VMT, such as promoting mixed use zoning and infill development, and increasing opportunities for businesses (such as grocery stores) within the city limits.
- Incentivize energy efficient private development and promoting green alternative energy
- Increase energy-efficient and green alternative energy in City-owned buildings
- Plan for the transition to electric vehicles and identify infrastructure needs
- Promote use of transit and active transportation
- The City will continue to coordinate with local, regional, and state entities to identify opportunities to reduce emissions from marine transportation.

The City of Anacortes does not meet the population and population density criteria required to provide interim progress reports set forth in RCW 36.70A.130(9)(a). The City will demonstrate progress to implementing goals and policies set forth in the Climate Element with the next required periodic update,

at a minimum. Upcoming climate-related plans may identify clear targets to guide staff actions and align with the Climate Element goals.

Sensitive and Vulnerable Populations

The process the City took to develop this first Climate Element considered local population vulnerability to ensure the planning process reflected the Washington State goals. City actions included:

- Development of a public participation plan that provided multiple opportunities for communities to engage and hear about the development of the new Climate Element.
- Formation of an interdisciplinary Climate Team that included representatives from the Samish Indian Nation, and leaders from local social services and health facilities.
- Inclusion of recent climate planning led by local tribes in overall project plan review.
- Climate Vulnerability Assessment that considered public health and socioeconomic factors, to better characterize the vulnerability of the local population to climate impacts.

The following findings shaped the development of the Climate Element Goals and Policies:

- Housing affordability is a leading priority for lower-income communities in Anacortes – Climate Element goals and policies were carefully developed to encourage resilience while also promoting development of new housing affordable to all income ranges.
- Tribal communities experience climate impacts as a cultural loss, which compounds the physical and health impacts to their community - new Climate Element goals and policies highlight the importance of cultural resources, and encourage ongoing coordination.
- Many of the City's lower-income community members live in areas of the City with higher exposure to climate impacts, particularly heat/rising temperatures – the Climate Element includes goals and policies to increase tree canopy, promote shade, and mitigate urban heat impacts with redevelopment.
- Anacortes has a higher population of older residents, a group that can be more sensitive to climate impacts such as heat and wildfire smoke – several Climate Element goals and policies support increasing resilience to address this population vulnerability.

Priority Actions and Co-Benefits

The goals and policies of the Anacortes Climate Element builds on the analysis conducted for the GHG Emissions Reduction and Resilience sub-elements, but also reflects research and guidance from Commerce. During the planning process, the Climate Team reviewed Commerce’s Climate Policy Explorer Tool, and discussed ways to select and refine the measures to better reflect the City’s priorities. The Climate Element includes many high-priority measures that Commerce identified as important for cities in supporting regional and state-wide climate planning efforts.

The Climate Element goals and policies presented in Volume 1 also provide wide co-benefits to the Anacortes community. Co-benefits of the selected goals and policies include, but are not limited to:

- Community health benefits from investments in active transportation options
- Benefits to water and air quality from expanding tree canopy, green stormwater infrastructure (GSI), and sustainable design
- Benefits to local wildlife and habitat and promoting salmon recovery
- Protecting tribal treaty rights
- Cost-effectiveness from strategies that provide multiple benefits
- Supporting economic development by highlighting and promoting local businesses
- Promoting local housing supply and diversity
- Building community awareness, understanding, and supporting emergency preparation

Near-term Strategic Actions

The Climate Element goals and policies provide broad guidance on how the City can reduce GHG Emissions and promote resilience for the Anacortes community. Some goals and policies also include recommendations for near-term actions to help the City move towards implementation. This section includes an overview of some of these next step recommendations.

SEA-LEVEL RISE VULNERABILITY ASSESSMENT AND FUTURE SMP UPDATES

This more detailed analysis of local sea-level rise impacts will help the City meet Ecology’s new requirements for SMP (guidance available by 2026.) This assessment can build-on analysis done for this Climate Element, and, if needed, could consider shoreline erosion along with sea-level rise. The study should evaluate impacts on coastal natural systems, as well as development, and identify improvements to support the resilience goals of the Climate Element.

ELECTRIC VEHICLE (EV) TRANSITION PLAN

This plan should identify steps and investment needs to fully electrify the City’s vehicle fleet, and identify EV charging infrastructure needs and opportunities to support the transition to EVs in the Anacortes community. The City should coordinate with PSE during this planning effort to ensure future electrical service capacity is considered early in the process. Implementation actions may include a mix of public and private actions, and may be supported by regional coordination and partnerships. The final plan should include clear targets that align with the Climate Element goals and policies, and provide staff with clear direction on next step implementation actions.

URBAN FORESTRY PLAN

The study should include a tree canopy assessment to establish measurable goals for all areas of Anacortes (i.e. ACFL, parks, greenbelts, canopy cover in residential areas, street trees, etc.), track progress, and update to ensure alignment with climate resilience goals.

CLIMATE ACTION PLAN

Following the adoption of the Climate Element and progress on next step planning actions identified above, the City could consider developing a Climate Action Plan (CAP) to build-on technical information gained from subsequent plans, identify strategic steps to implement the Climate Element goals and policies, and provide key data and information that the City can use when updating the Climate Element.

Glossary

Term	Definition	Source
Acidification	Ocean acidification refers to a reduction in the pH of the ocean over an extended period of time, caused primarily by uptake of carbon dioxide (CO ₂) from the atmosphere.	National Oceanic and Atmospheric Administration (NOAA)
Active Transportation	Active transportation means forms of pedestrian mobility including walking or running, the use of a mobility assistive device such as a wheelchair, bicycling, and cycling, irrespective of the number of wheels, and the use of small personal devices such as foot scooters and skateboards. Active transportation includes both traditional and electric assist bicycles and other devices. Planning for active transportation must consider and address accommodation pursuant to the Americans with Disabilities Act and the distinct needs of each form of active transportation.	HB 1181
Active Transportation Facilities	Facilities provided for the safety and mobility of active transportation users, including but not limited to, trails, as defined by RCW 47.30.005, sidewalks, bike lanes, shared-use paths, and other facilities in the public right-of-way.	HB 1181
Adaptation	The process of adjusting to new (climate) conditions in order to reduce risks to valued assets.	U.S. Climate Resistance Toolkit
Adaptive capacity	The ability of a person, asset, or system to adjust to a hazard, take advantage of new opportunities, or cope with change.	U.S. Climate Resistance Toolkit
Biofuel Infrastructure	The term biofuels usually applies to liquid fuels and blending components produced from biomass materials. Infrastructure includes facilities that generate, transport, and distribute energy.	U.S. Energy Information Administration
Carbon footprint	A carbon footprint is the total amount of greenhouse gases (including carbon dioxide and methane) that are generated by our actions.	The Nature Conservancy
Carbon sequestration	Carbon sequestration is the process of capturing and storing atmospheric carbon dioxide. Biologic carbon sequestration refers to storage of atmospheric carbon in vegetation, soils, woody products, and aquatic environments. Geologic carbon sequestration is the process of storing carbon dioxide (CO ₂) in underground geologic formations.	U.S. Geological Survey
Climate	Climate is the usual weather of a place.	National Aeronautics and Space Administration (NASA)

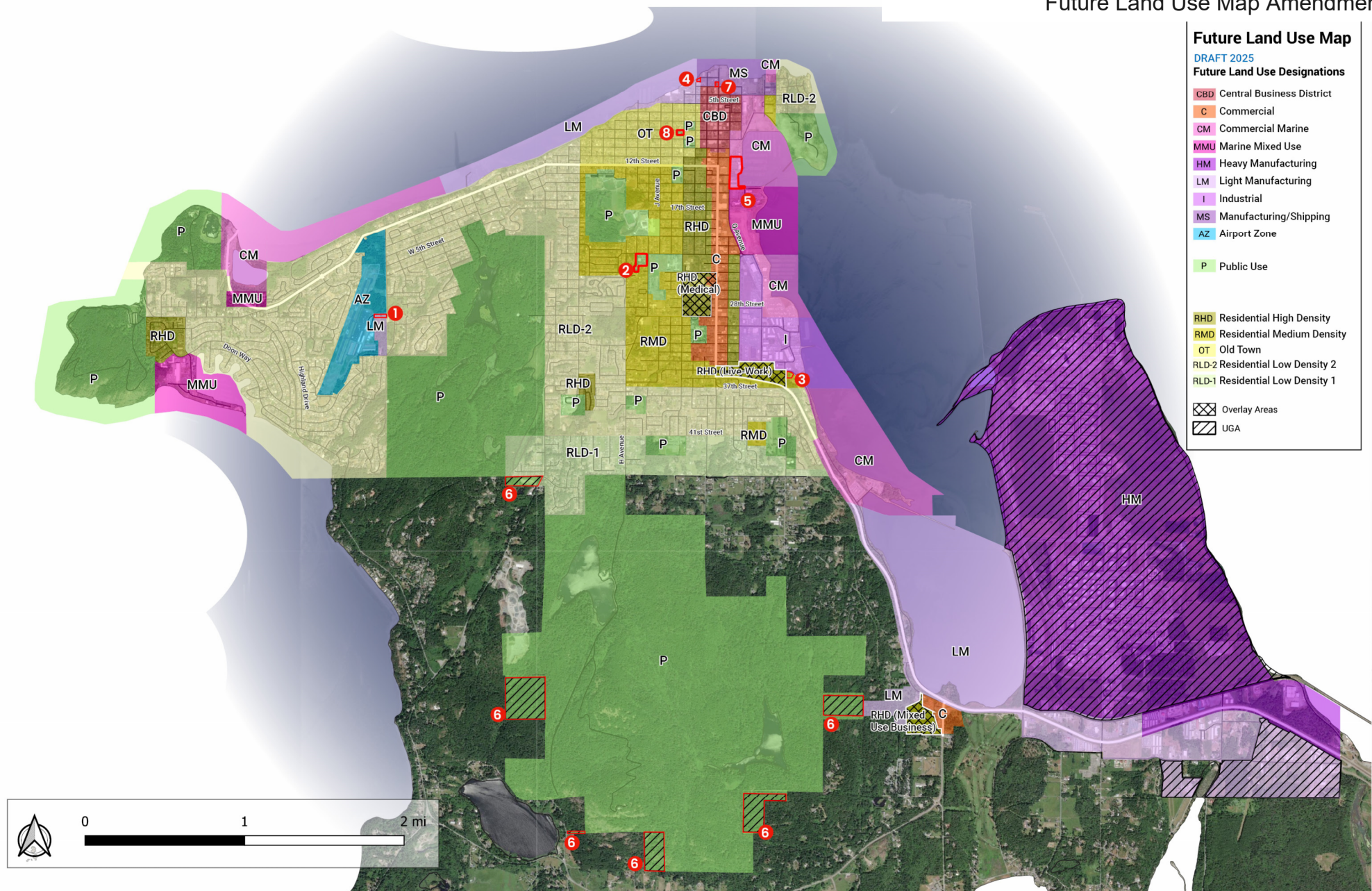
Climate resilience	The ongoing process of anticipating, preparing for, and adapting to changes in climate and minimizing negative impacts to our natural systems, infrastructure, and communities	RCW 70A.65.010
Climate stressor	A condition, event, or trend related to climate variability and change that can exacerbate hazards.	U.S. Climate Resilience Toolkit
Co-benefits	The ancillary or additional benefits of policies that are implemented with a primary goal, such as climate change mitigation — acknowledging that most policies designed to reduce greenhouse gas emissions also have other, often at least equally important, benefits (for example, energy savings, economic benefits, air quality benefits, public health benefits). Also referred to as "multiple benefits."	RCW 70A.65.010
Community Wildlife Protection (Plan)	A Community Wildfire Protection Plan (CWPP) is a comprehensive wildfire safety plan developed by the local citizens and state and federal agencies.	Washington Department of Natural Resources
Commute-trip-reduction (CTR)	Washington's state's laws relating to commute trip reduction (CTR law) were adopted in 1991 and incorporated into the Washington Clean Air Act as RCW 70.94.521 through 70.94.551. The intent of the CTR law is to reduce automobile related air pollution, traffic congestion, and energy use through employer based programs that encourage the use of alternatives to the single occupant vehicle traveling during peak traffic periods for the commute trip.	Washington State Legislature
Criteria pollutant	Criteria pollutant means a pollutant for which there is established a National Ambient Air Quality Standard at 40 C.F.R. Part 50. The criteria pollutants are carbon monoxide (CO), particulate matter, ozone (O3) sulfur dioxide (SO2), lead (Pb), and nitrogen dioxide (NO2).	WAC 173-400-030
Critical infrastructure	Systems and assets, whether physical or virtual, so vital that the incapacity or destruction of such may have a debilitating impact on the security, economy, public health or safety, environment, or any combination of these matters, across any local, state, tribal and federal jurisdiction.	FEMA
Displacement	The process by which a household is forced to move from its community because of conditions beyond their control. <i><u>Physical displacement:</u></i> Households are directly forced to move for reasons such as eviction, foreclosure, natural disaster or deterioration in housing quality. <i><u>Economic displacement:</u></i> Households are compelled to move by rising rents or costs of home ownership like property taxes. <i><u>Cultural displacement:</u></i> Residents are compelled to move because the people and the institutions that make up their cultural community have left the area.	Washington State Department of Commerce's Guidance to Address Racially Disparate Impacts
Ecosystem services	Ecosystem services are the benefits that humans receive from nature. These benefits underpin almost every aspect of human well-being, including our food and water, security, health, and economy.	U.S. Environmental Protection Agency

Electric vehicle (EV)	An EV is defined as a vehicle that can be powered by an electric motor that draws electricity from a battery and is capable of being charged from an external source.	U.S. Department of Energy
Embodied carbon	Embodied carbon refers to the greenhouse gas emissions arising from the manufacturing, transportation, installation, maintenance, and disposal of building materials.	Carbon Leadership Forum
Environmental equity	Describes a country, or world, in which no single group or community faces disadvantages in dealing with environmental hazards, disasters, or pollution. No one should need extreme wealth or political connections to protect the well-being of their families and communities. Environmental equity is considered a basic human right.	Mobilize Green
Environmental justice	The fair treatment and meaningful involvement of all people regardless of race, color, national origin or income with respect to the development, implementation, and enforcement of environmental laws, regulations and policies.	Washington State's Environmental Justice Task Force
Environmental Protection Agency (EPA)	The mission of EPA is to protect human health and the environment. EPA works to ensure that Americans have clean air, land and water; that chemicals in the marketplace are reviewed for safety, and to reduce other environmental risks. They are responsible for ensuring that contaminated lands and toxic sites are cleaned up by potentially responsible parties and revitalized. Environmental stewardship is integral to U.S. policies concerning natural resources, human health, economic growth, energy, transportation, agriculture, industry, and international trade, and these factors are similarly considered in establishing environmental policy. The EPA attempts to make information sufficient to effectively participate in managing human health and environmental risks readily available to the public.	U.S. Environmental Protection Agency
Exposure	The presence of people, assets, and ecosystems in places where they could be adversely affected by hazards	U.S. Climate Resilience Toolkit
Extreme heat	Extreme heat is defined as summertime temperatures that are much hotter and/or humid than average.	Center for Disease Control and Prevention (CDC)
Federal Emergency Management Agency (FEMA)	The Federal Emergency Management Agency (FEMA) has 10 regional offices located across the country and work to ensure that America is equipped to prepare for and respond to disasters. FEMA's mission is helping people before, during and after disasters.	FEMA
Frontline community	Frontline community members are people who experience the first and worst consequences of climate change. Such residents' health and livelihoods are often highly vulnerable to climate-exacerbated hazards and economic disruptions, and their communities often lack basic support infrastructure and suffer disproportionately from the compounding impacts of pollution, discrimination, racism, and poverty.	Washington State Department of Commerce
Gray infrastructure	Gray infrastructure is traditional stormwater infrastructure in the built environment such as gutters, drains, pipes, and retention basins.	U.S. Environmental Protection Agency

Green infrastructure	Green infrastructure means a wide array of natural assets and built structures within an urban growth area boundary, including parks and other areas with protected tree canopy, and management practices at multiple scales that manage wet weather and that maintain and restore natural hydrology by storing, infiltrating, evapotranspiring, and harvesting and using stormwater.	HB 1181
Green space	An area of land, vegetated by natural features such as grass, trees, or shrubs, within an urban context and less than one acre in size that creates public value through one or more of the following attributes: is accessible to the public; promotes physical and mental health of residents; provides relief from the urban heat island effects; promotes recreational and aesthetic values; promotes streams or water supply; or, preserves visual quality along highway, road, or street corridors.	HB 1181
Greenhouse gas (GHG)	Greenhouse gases, such as carbon dioxide, methane, nitrous oxide, and certain synthetic chemicals, trap some of the Earth's outgoing energy, thus retaining heat in the atmosphere.	U.S. Environmental Protection Agency
GHG emission reduction (climate GHG reduction)	Actions taken to reduce or eliminate the emissions of greenhouse gases (present and future) in order to reduce the rate and extent of climate change damage. It may also be referred to as greenhouse gas emissions GHG reduction.	Washington Department of Commerce
Growth Management Act (GMA)	The Growth Management Act (Chapter 36.70A RCW) is a series of state statutes, first adopted in 1990, that requires fast-growing cities and counties to develop a comprehensive plan to manage their population growth.	Municipal Research and Services Center
Hazard	An event or condition that may cause injury, illness, or death to people or damage to assets.	U.S. Climate Resilience Toolkit
Hazard mitigation	Any sustainable action that reduces or eliminates long-term risk to people and property from future disasters.	FEMA
Inclusionary zoning	A regulatory tool that requires permanent affordable units to be included within new residential development projects or requires payment for construction of such units elsewhere (fee-in-lieu). "Permanent" refers to affordable unit availability in the long term, specifically, for 50 years as defined by the Washington code.	Washington State Department of Commerce's Guidance to Address Racially Disparate Impacts
Indicator	A sign that shows you what something is like or how a situation is changing.	Oxford Learners Dictionary
Intergovernmental Panel on Climate Change (IPCC)	The Intergovernmental Panel on Climate Change (IPCC) is the United Nations body for assessing the science related to climate change.	The Intergovernmental Panel on Climate Change
Inundation	Inundation is the total water level that occurs on normally dry ground as a result of the storm tide, and is expressed in terms of height of water, in feet, above ground level.	National Oceanic and Atmospheric Administration (NOAA)

Low Impact Development (LID)	The term low-impact development (LID) refers to systems and practices that use or mimic natural processes that result in the infiltration, evapotranspiration or use of stormwater in order to protect water quality and associated aquatic habitat.	U.S. Environmental Protection Agency
Multimodal	Multimodal transportation includes public transportation, rail and waterways, bicycle and pedestrian. Multimodal access supports the needs of all users whether they choose to walk, bike, use transit or drive. It means more connections and more choices.	WA Department of Transportation
Net-zero	Refers to a state in which the greenhouse gases going into the atmosphere are balanced by removal out of the atmosphere.	Net Zero Climate
Overburdened community	A geographic area where vulnerable populations face combined, multiple environmental harms and health impacts, and includes, but is not limited to, highly impacted communities as defined in RCW 19.405.020.	HB 1181
Passive survivability	A building ability to maintain critical life-support conditions in the event of extended loss of power or water; or in the event of extraordinary heat spells, storms, or other extreme events.	University of California at Berkeley Center for the Built Environment
Per capita vehicle miles traveled (VMT)	This means the number of miles traveled using cars and light trucks in a calendar year divided by the number of residents in Washington. The calculation of this value excludes vehicle miles driven conveying freight.	HB 1181
Shoreline Management Act (SMA)	The Shoreline Management Act (SMA) requires all counties and most towns and cities with shorelines to develop and implement Shoreline Master Programs. The law also defines our role in reviewing and approving local programs. The SMA was passed by the Washington Legislature in 1971 and adopted by voters in 1972. Its overarching goal is "to prevent the inherent harm in an uncoordinated and piecemeal development of the state's shorelines."	WA Department of Ecology
Single Occupancy Vehicle (SOV)	A single occupancy vehicle commute is a trip to or from a daily destination (usually work) by an individual alone in a car, truck or van.	NWA Regional Planning Commission
Snowpack	A mass of snow on the ground (commonly in mountainous areas) that is compressed and hardened by its own weight.	U.S. Environmental Protection Agency (EPA)
Transfer of Development Rights (TDR)	Transfer of Development Rights (TDR) is a market-based mechanism that encourages the voluntary transfer of growth from places where a community would like to see less development (referred to as sending areas) to places where a community would like to see more development (referred to as receiving areas.)	WA Department of Commerce
Transportation system	Transportation system means all infrastructure and services for all forms of transportation within a geographical area, irrespective of the responsible jurisdiction or transportation provider.	HB 1181

Travel Demand Management (TDM)	Transportation demand management (TDM), or simply demand management, is defined a set of strategies aimed at maximizing traveler choices. Managing demand is about providing travelers, regardless of whether they drive alone, with travel choices, such as work location, route, time of travel and mode. In the broadest sense, demand management is defined as providing travelers with effective choices to improve travel reliability.	U.S. Department of Transportation: Federal Highway Administration
Tribal sovereignty	Sovereignty is a legal term meaning the right of a people to self-govern within jurisdictional borders. Tribal sovereignty recognizes that American Indian tribes have the political status of nations and that Indian nations are located within the territorial boundaries of the United States. As sovereigns, tribal nations have a government-to-government relationship with the two other sovereign governing bodies in the U.S. — the federal and state governments.	Washington Tribes
Urban Growth Area (UGA)	Each county that is required or chooses to plan under RCW 36.70A.040 shall designate an urban growth area or areas within which urban growth shall be encouraged and outside of which growth can occur only if it is not urban in nature. Each city that is located in such a county shall be included within an urban growth area. An urban growth area may include more than a single city. An urban growth area may include territory that is located outside of a city only if such territory already is characterized by urban growth whether or not the urban growth area includes a city, or is adjacent to territory already characterized by urban growth, or is a designated new fully contained community as defined by RCW 36.70A.350.	RCW 36.70A.110
Vulnerability	The propensity or predisposition of assets to be adversely affected by hazards. Vulnerability encompasses exposure, sensitivity, potential impacts, and adaptive capacity.	U.S. Climate Resilience Toolkit
Vulnerable populations	Vulnerable populations are groups that are more likely to be at higher risk for poor health outcomes in response to environmental harms, due to: adverse socioeconomic factors such as unemployment, high housing and transportation costs relative to income, limited access to nutritious food and adequate health care, linguistic isolation, and other factors that negatively affect health outcomes and increase vulnerability to the effects of environmental harms; and, sensitivity factors, such as low birth weight and higher rates of hospitalization. Vulnerable populations include, but are not limited to: racial and ethnic minorities; low-income populations; and, populations disproportionately impacted by environmental harms.	HB 1181
Wildland-Urban Interface (WUI)	Wildland-urban interface means the geographical area where structures and other human development meets or intermingles with wildland vegetative fuels.	HB 1181





Date: November 25, 2025

To: Anacortes City Council

From: Planning, Community & Economic Development (PCED) Department

Re: 2025 Comprehensive Plan & Development Regulation Periodic Update
Changes requiring additional public comment opportunity

The Anacortes City Council has reviewed the Anacortes Planning Commission's recommendations for proposed amendments to the Comprehensive Plan (originally made available for public comment on July 16, 2025) and Development Regulations (originally made available for public comment on September 12, 2025). During its review, the City Council directed staff to make numerous changes to the proposal. Many of these changes are minor in nature. Pursuant to AMC 19.16.090(A) and (B), changes to the proposal to correct errors and cross-references, clarify language, revert to an alternative that was previously available for public comment, or to maintain the status quo do not require additional public comment opportunity.

Several changes recommended by Planning Commission and directed by Council are more substantial and were not previously available for public comment during the Planning Commission's review process. A list of these changes is provided below. Pursuant to AMC 19.16.090(C), Council must allow additional public comment opportunity on these changes prior to final action.

To fulfill this additional public comment requirement, staff will advertise an additional written public comment period for the listed changes. The written comment period will begin on November 26, 2025 and end on December 11, 2025 at 5:00 pm. Notice of the availability of proposed changes and the comment period was published in the Anacortes American, posted on the City's project webpage, and sent to the 2025 Comprehensive Plan Update email distribution list on November 26, 2025.

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About this Document

This document outlines changes proposed to the Draft 2025 Comprehensive Plan and Development Regulation amendments that were previously released for public review and comment. These earlier draft materials are available on the project webpage at www.planacortes.org. The changes described below apply to the draft documents linked on that site.

Written comments on the changes below may be submitted until **Thursday, December 11, 2025 at 5:00 pm.**

Please send written comments to CompPlan@anacorteswa.gov.

Comprehensive Plan Amendments

Changes Available for Public Comment

Proposed changes to the Draft 2025-2045 Comprehensive Plan are summarized below.

Straightforward text changes affecting short sections are included in full below, where appropriate.

Changes that are lengthy or require additional context are summarized in the table, with the complete text and additional information provided in [Attachment A](#).

#	Reference	Change (from public review draft)	Source
Land Use			
1	Volume I Goal LU-4	Add a new policy under Goal LU-4 to comprehensively address critical areas: <u>LU-4.X. “Ensure that all development complies with the adopted critical areas regulations in the Anacortes Municipal Code. Critical areas include wetlands, frequently flooded areas, fish and wildlife habitat conservation areas, geologically hazardous areas, and areas with a critical recharging effect on aquifers used for potable water.”</u>	PC Rec.
2	Volume I LU-4.5	Revise new Policy LU-4.5 as follows: <u>Coordinate with Washington State Department of Natural Resources, Anacortes Fire Department, utility provider, property owners, and others to reduce wildfire risk. In Wildland Urban Interface (WUI) areas. This could include the adoption of local Wildland Urban Interface (WUI) code.</u>	CC
3	Volume I LU-8.6	Revise existing Policy LU-8.6 to avoid referencing private business names, which are subject to change over time:	CC

#	Reference	Change (from public review draft)	Source
		LU-8.6. Review and reconcile the inconsistencies between zoning, shoreline designation and actual land uses along the Guemes Channel shoreline between <u>the marina (formerly known as Lovric's) near Dakota Avenue</u> Lovric's marina and the Old Town area, as well as possible re-use of existing historic overwater structures in that area in a manner that minimizes impacts on the adjoining residential area on the uplands.	
Housing			
4	Volume II	Add content to the Housing Background section to address new Commerce guidance for housing elements. The new guidance was provided in light of the Growth Management Hearing Board's recent decision regarding Mercer Island's Comprhensive Plan, specifically related to housing requirements: • Analysis of the number of affordable housing units that need subsidies and/or incentives and the amount of funds needed for these units • Identification of potential funding sources for housing needs See Attachment A.	Staff
Environment & Conservation			
5	Volume I Goal EC-3	In Goal EC-3, keep the terms 'tsunamis' and 'earthquakes' – and do not consolidate them under 'seismic events' as was initially proposed in the draft. Goal EC-3. Natural hazards. Reduce exposure to <u>the impacts of flooding, erosion, landslides, tsunamis, and seismic events</u> earthquakes.	PC Rec. CC
6	Volume II	Provide updated, legible critical areas maps in Volume II. No substantive changes.	PC Rec.
7	Volume II	Revise the 2nd paragraph on page II-138 as follows: The <u>Anacortes</u> Community Forestlands are designated <u>habitats of local importance within the</u> as Fish and Wildlife Habitat Conservation Areas in the Critical Areas Regulations and provide significant habitat for both imperiled and commonplace species. While there are still a few small remaining habitat areas present in the	PC Rec.

#	Reference	Change (from public review draft)	Source
		developed areas of Anacortes, the City's primary emphasis is on protecting The large ACFL forestland and park tracts <u>are of primary importance</u> , as they represent the best, largest, and most valuable habitat in the City; <u>however, functions and values of critical areas located outside of the ACFL must also be protected in accordance with GMA and the city's critical areas regulations.</u>	
8	Volume II	Add a list of Animal species occurring in Anacortes. See Attachment A.	PC Rec.
Parks, Rec. & Open Space			
9	Volume I PR-8	Revise Goal PR-8 as follows: Goal PR-8 (formerly PR-9): Open space connectivity. <u>Maintain, E-establish, and in appropriate cases, acquire a network of open spaces and public access corridors.</u>	PC Rec.
10	Volume II	Add a Tree Canopy Evaluation. See Attachment A.	Staff
11	Volume II	Add updated Open Space Map See Attachment A.	Staff
Transportation			
12	Volume I T-1.9	Strike existing policy T-1.9(D): Provide an alternate route, or routes, for local and emergency traffic between the west end of town (Skyline area) and downtown Anacortes (Island Hospital), such as West 2nd Street.	CC
13	Volume I T-1.27	Add a new policy expressing the intent to explore a legal financing mechanism to help with the completion of sidewalk gaps. <u>Policy T-1.27. Explore and consider legal options for establishing a fee-in-lieu-of-construction program for sidewalks that would allow the City to complete sidewalk gaps.</u>	Staff
14	Volume I T-2.20	Revise policy T-2.20 to reflect Anacortes' status as a silver-level bicycle friendly community. Policy T-2.20. Strive to elevate the League of American Bicyclists certification of Anacortes as a Bronze Silver-	CC

#	Reference	Change (from public review draft)	Source
		level Bicycle Friendly Community to a Silver -or Gold-level Bicycle Friendly Community.	
15	Volume I T-2.28*	Include a new transportation policy under the section titled “Street Design” stating the City’s intent to seek functional classification for the purpose of seeking state and federal funding to improve multimodal transportation connectivity: <u>Policy T-2.28*. Work with SCOG and WSDOT to gain federal functional classification approval for Kansas Avenue as a collector arterial to SR 20 (Oakes Avenue), which will allow the City to apply for state and federal transportation grants to fund future multimodal improvements along Kansas Avenue.</u> <i>*would require renumbering policies</i>	Staff
16	T-2.18	Keep the existing policy T-2.18, which was marked for deletion in the draft: Prepare, and implement, a master plan for pedestrian and bicycle safety, beautification, and economic stimulus to South Commercial Avenue from 12th to 34th Streets.	CC
17	T-4.11	Keep the existing policy T-4.11, which was marked for deletion in the draft: Review options for, and consider the installation of, city-owned electric car charging stations.	CC
18	Volume II	Functional Classification map and list updates/ corrections See Attachment A.	Staff
Capital Facilities			
19	Volume I CF-4.5	Do not include the proposed new sentence, shown below, to avoid confusion. Policy CF-4.4. Policy CF-4.5. Identify specific sources and realistic projected amounts of public funds-money that will provide full funding for the capital improvement projects needed for existing and future development. Explore funding approaches that don’t put the full burden of capital facilities to support future growth on existing tax and rate payers. Funding sources examples include	PC Rec.

#	Reference	Change (from public review draft)	Source
		connection fees, designated area surcharge fees, and impact fees.	
20	Volume II P. II-332	In the “Other City Buildings and Services” section, replace the Museum section text with updated content. See Attachment A.	Staff
Utilities			
21	Volume I Goals U-9	Revise proposed policies under Goal U-9, Toward Zero Waste, based on feedback from Public Works staff. See Attachment A.	CC
Climate			
22	Glossary	Delete the following terms from the proposed Glossary. The definitions are specific to the climate toolkit, but we use these terms for many other purposes. Assets, Concurrency, Impacts, Probability, Risk, and Sensitivity.	PC / CC

Development Regulation Amendments

Proposed changes to the Draft 2025 Development Regulation Amendments are summarized below. Straightforward text changes affecting short sections are included in full below, where appropriate. Changes that are lengthy or require additional context are summarized in the table, with the complete text and additional information provided in [Attachment B](#).

Changes Available for Public Comment

#	Reference Section	Change (from public review draft)	Source / Origin
	Title 19		
	Division 1		
23	19.12	Delete the terms ‘boarder’ and ‘rooming house’, and associated definitions, everywhere they occur within Title 19.	PC Rec.
	Division 2		
24	Table 19.20.030-1 Application Procedures	Make changes to the review classification and process matrix in Table 19.20.030.1 to address inconsistencies resulting from the removal of the “Type 3-PC” column. See Attachment B.	PC Rec.
	Division 4		
25	19.41.040	In Table 19.41.040, change permissions for Assisted living facilities in the R4A zone from conditional use (C) to prohibited (). See Attachment B.	CC
26	19.41.050	Change “Animal care – indoor” from conditional (C) to permitted (P) in the CBD zone. See Attachment B.	PC Rec.
27	19.42.020	Add a new row to Table 19.42.020 for ‘small duplexes’. Add minimum lot size in the R2, R2A, R3, R3A, and OT zones. See Attachment B.	CC
28	19.42.040 & 19.42.045	Update the general bonus incentives provisions to and add new density bonus provisions for affordable housing development on property owned by religious organizations (RCW 36.70A.545) See Attachment B.	Staff / Commerce

#	Reference Section	Change (from public review draft)	Source / Origin
29	19.42.070	Revise Figure 19.42.070 #4 as follows: 4. Provide space for a public park equal to at least 5 percent of the gross floor area of the applicable building, but not less than 10,000 square feet in area, on a site agreed upon by, and dedicated to, the city. <u>The city may permit the owner to retain title if a city attorney-approved instrument guaranteeing permanent public access and ongoing maintenance is executed.</u> The space should be configured and located so it is able to incorporate common municipal park features such as playgrounds, fitness areas, picnic areas, pavilions, etc. <u>This feature qualifies for 2 bonus incentive elements, allowing up to 20 feet of additional building height above the base height limit.</u>	PC Rec.
30	19.42.120	Update AMC 19.42.120(C)(7) text and figure to clarify façade stepback requirements for buildings exceeding the base height in CBD and MMU zones. See Attachment B.	CC
31	19.43.050	In AMC 19.43.050(A), define “small duplexes”. See Attachment B.	CC
32	19.43.050	In AMC 19.43.050(B), establish 1,400 sq. ft. gross floor area as the maximum unit size for small duplex units in the R2, R2A, R3, R3A, and OT zones. See Attachment B.	CC
33	19.43.060	In AMC 19.43.060(C), establish 1,000 sq. ft. gross floor area as the maximum unit size for triplex units in the R2A and OT zones.	CC
34	19.43.070	In AMC 19.43.070(C), establish 1,000 sq. ft. gross floor area as the maximum unit size for townhouse units in the R2A and OT zones.	CC
35	19.43.130	Update the Assisted living R3 zone-specific standards for improved clarity regarding facility spacing. See Attachment B.	PC Rec.

#	Reference Section	Change (from public review draft)	Source / Origin
36	19.44.090	Add new zone-specific standards for Indoor Recreation uses in the LM1 and I zones. See Attachment B.	PC Rec. CC
	Division 5		
37	19.50.010	Add the word “planned” to the title of the map in 19.50.010(E), Exhibit A.	PC Rec.
38	19.52.030	Revise the exception language in AMC 19.52.030(A)(3)(c)(1) to specify construction of a multiuse path along the east side of J Ave.	PC Rec.
39	19.53	AMC 19.53 Private Driveways and Access – clarify alley access requirements and create criteria for approving wider curb cuts. See Attachment B.	PC Rec
	Division 6		
40	19.62.040	Add a new section allowing modification of internal open space requirements for certain affordable housing development. See Attachment B.	Staff

ATTACHMENT A

4 - Housing Background updates

Add this information to the Volume II Housing Background section.

Funding Gap

In the August 2023 “Guidance for Updating Your Housing Element” (also referred to as “Book 2”), the Department of Commerce provides a recommended methodology for estimating the funding gap for capital costs needed to construct sufficient affordable housing to meet jurisdictional targets. This analysis follows, as a means to help quantify the magnitude of funding needed to meet Anacortes’ affordable housing needs.

The table below shows affordable projects built in Anacortes over the past decade (as well as one planned project). In total, 82 units have been built in the past decade, serving incomes between 0 and 80 percent of the Area Median Income (AMI). This averages to 8.2 units per year, or 164 new units when trended out over the 20 year planning horizon:

Figure 1. Affordable Housing Built Since 2015 and Planned in Anacortes

<u>Project</u>	<u>Year Built</u>	<u>Units</u>	<u>Income Served</u>
<u>The Launch</u>	<u>2018</u>	<u>20</u>	<u>30-60% AMI</u>
<u>Birch Tree Village</u>	<u>2023</u>	<u>5</u>	<u>0-60% AMI</u>
<u>The Landing</u>	<u>2023</u>	<u>21</u>	<u>30-50% AMI</u>
<u>Habitat Duplexes</u>	<u>2024</u>	<u>2</u>	<u>0-80% AMI</u>
<u>Samish Cottages</u>	<u>2023</u>	<u>14</u>	<u>0-80% AMI</u>
<u>Olson Building</u>	<u>2026 (planned)</u>	<u>20</u>	<u>0-60% AMI</u>
-	-	-	-
-	<u>Total Units</u>	<u>82</u>	-
-	<u>Per Year Average</u>	<u>8.2</u>	-
-	<u>Potential Units 2026-2046</u>	<u>164</u>	-

Source: Anacortes Housing Action Plan

In total, Anacortes has an aggregated target of 1,957 units needed to serve incomes under 80 percent AMI. However, not all of the units serving 50-80 percent AMI will likely require subsidy.

Assuming that all of the units serving under 50 percent AMI and half of the units serving 50-80 percent AMI will require subsidy, there would be 1,746 units requiring subsidy over the planning horizon. Subtracting the 164 units shown above that are likely to be built based on current trends would leave a gap of **1,582** subsidized units.

The Department of Commerce provided estimates for the per-unit cost of constructing subsidized housing across the state, however no estimate for Skagit County was provided. Using the statewide average of \$307,407 per unit, this would result in a total cost of **\$486.3 million** over the 20-year horizon (in 2022 dollars), or about **\$24.3 million** per year. This provides a rough estimate, although as noted on p. 61 of Book 2, “It is important to note that this methodology will result in a rough estimate of funding gaps in 2022 dollars. Construction costs and interest rates have been escalating rapidly. Therefore, expect the funding gap to grow during the projection period. The methodology also does not consider rents paid by tenants that can offset the total amount of public subsidy needed.”

Funding Sources

As shown above, the city is likely to need significant subsidy to meet its needs for affordable housing, as is the case with jurisdictions small and large across Washington. The table below shows some local option tools available to the city to help address affordable housing funding gaps and their current status:

Local option tools for addressing affordable housing funding gaps*	Implementation status	Plans for implementation
Housing and related services sales tax (RCW 82.14.530)	In February 2020, Anacortes voters approved a 20-year 0.1% sales tax to use for affordable housing. This is authorized by RCW 82.14.530 (effective June 2020, voter approval for such measures is no longer required). Additionally, the City collects a 0.0146% sales tax credit from the State, as outlined in RCW 82.14.543, that may be used for constructing or maintaining affordable housing. Combined, the 2021 revenue from the sales tax sources was about \$719,000. The funds have been split between the AHA and AFC. The funds are already assisting ongoing projects. These include AFC’s Landing Apartments and AHA’s Birch Tree Village townhomes and the rehabilitation of the Olson Building.	Implemented

<u>Donating surplus public lands for affordable housing projects (RCW 39.33.015)</u>	<u>The Housing Action Plan identified city-owned land at Sharpe's Corner as a potential site for affordable housing. The City engaged a consultant team to study the feasibility of housing on the site.</u>	<u>Being studied for feasibility</u>
<u>Impact fee waivers for affordable housing projects (RCW 82.02.060)</u>	<u>Anacortes has implemented impact fee waivers under AMC 3.93.060</u>	<u>Implemented</u>
<u>General facility charges waivers for low-income housing (RCW 35.92.380)</u>	<u>Anacortes has implemented general facility charges waivers under AMC 13.44.010.</u>	<u>Implemented</u>
<u>Application fee waivers or other benefits for affordable housing projects (RCW 36.70A.540)</u>	<u>The City offers several benefits for affordable housing, such as density bonuses within the UGA, height and bulk bonuses; and parking reductions.</u>	<u>Implemented</u>
<u>Multifamily Tax Exemption (MFTE) with affordable housing requirement (RCW 84.14)</u>	<u>Anacortes had an MFTE program from the late 2000s until 2015. No projects applied to the program during that time. However, there is renewed interest in the program among City officials and stakeholders, and no other cities in Skagit County currently offer an MFTE program. The Housing Action Plan recommended that the city reinstate an MFTE program to help fund affordable housing in Anacortes.</u>	<u>The City plans to study MFTE in 2026 or 2027</u>

In addition to the local option tools above, the City receives federal Community Development Block Grant (CDBG) funding of approximately \$100,000 per year that is used for low-income housing maintenance and rehabilitation. This funding also goes to either the AHA or AFC. The U.S. Department of Housing and Urban Development manages a variety of CDBG grants that cities may apply to.

8 - List of Animal Species

In the Environment & Conservation Background section, add the below introductory paragraph and list of animal species found in and near Anacortes:

The following list highlights species in Anacortes that are federally- or state-listed, as well as species identified by the Washington Department of Fish & Wildlife (WDFW) as needing special conservation measures.

	Federal or State Listed Species (Endangered, threatened, sensitive, candidate)	Priority Habitat & Species List (WDFW)
<u>Mammals</u>	<u>Killer Whale</u> <u>Humpback Whale</u> <u>Pacific Harbor Porpoise</u>	<u>Harbor Seal</u> <u>Yuma Bat</u> <u>Big Brown Bat</u> <u>Little Brown Bat</u> <u>Townsend's Big-eared bat</u>
<u>Birds</u>	<u>Marbled Murrelet</u> <u>Western Grebe</u>	<u>Western High Arctic Brandt</u> <u>Great Blue Heron</u> <u>Purple Martin</u> <u>Waterfowl and shorebird concentrations</u>
<u>Fish & Mollusks</u>	<u>Puget Sound Chinook Salmon</u> <u>Puget Sound Steelhead</u> <u>Coastal-Puget Sound Bull Trout</u> <u>Pinto Abalone</u>	<u>Surf Smelt</u> <u>Pacific Sand Lance</u> <u>Pacific Herring</u> <u>Coho Salmon</u> <u>Rainbow trout</u> <u>Hardshell Clam</u> <u>Pandalid Shrimp</u> <u>Dungeness Crab</u> <u>Red Sea Urchin</u>
<u>Amphibians, Reptiles & Insects</u>		<u>Beller's ground beetle</u>

Source: Washington Department of Fish & Wildlife. (n.d.). *Priority Habitats and Species (PHS)*. Retrieved November 25, 2025, from <https://wdfw.wa.gov/species-habitats/at-risk/phs>

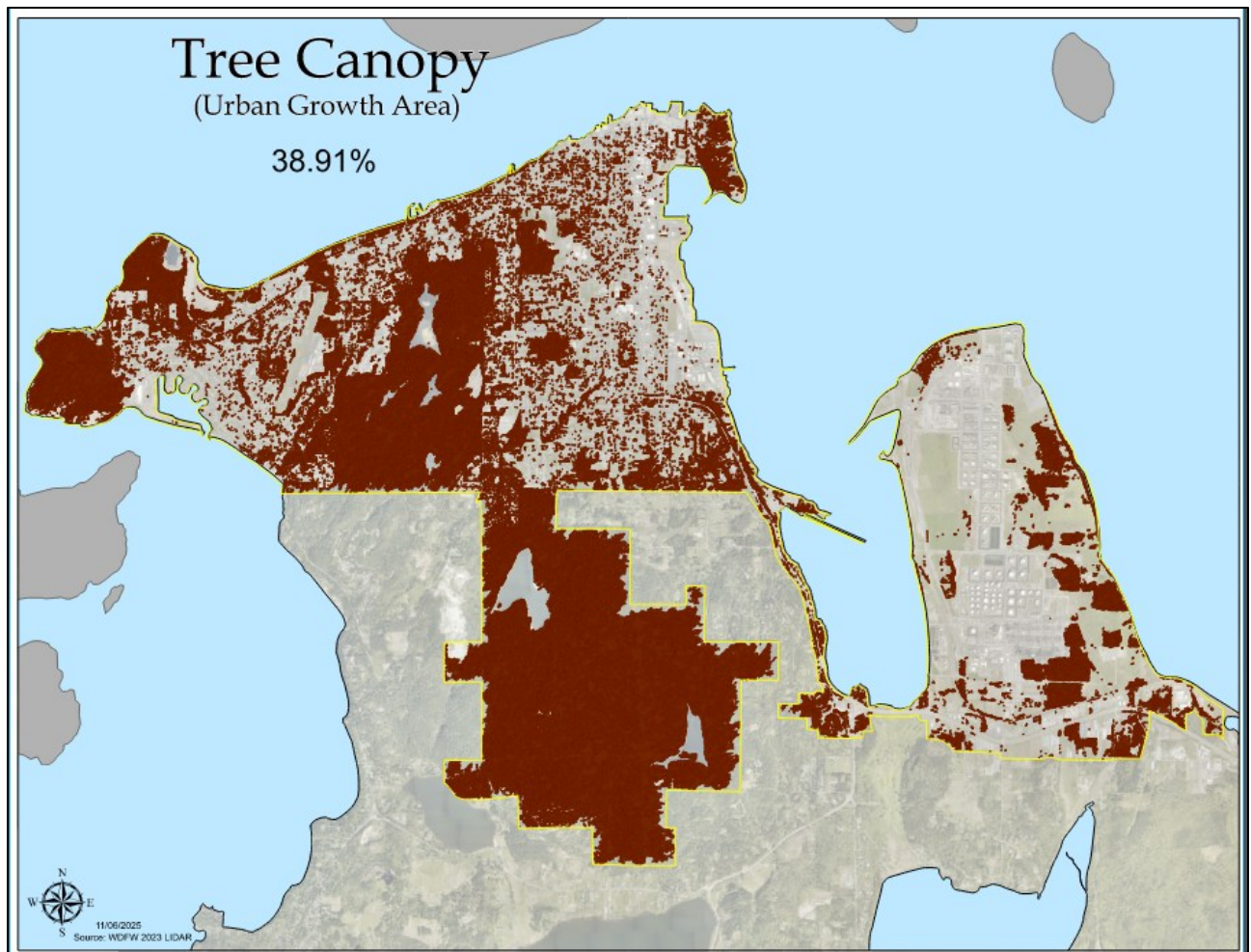
10 - Tree Canopy Evaluation

Add the following tree canopy evaluation to Volume II of the Parks, Recreation, and Open Space Element:

Urban forests are an important consideration in meeting the requirements of RCW 36.70A.070(9), which requires the City include a Climate Change and Resiliency element in the Comprehensive Plan. In addition, RCW 36.70A.070(8) also requires the Parks and Recreation element to include a similar evaluation of tree canopy coverage within the urban growth area (UGA).

This tree canopy evaluation aims to assess the existing tree canopy in Anacortes and provide a basis for potential future tree-canopy goals, management, and policy actions.

Using land cover data from WDFW, tree canopy cover was estimated at 38.91% for the entire UGA (and 45% in the city limits). This total reflects tree cover across public and private parcels and is calculated by dividing the amount of tree canopy by the amount of land within the UGA.

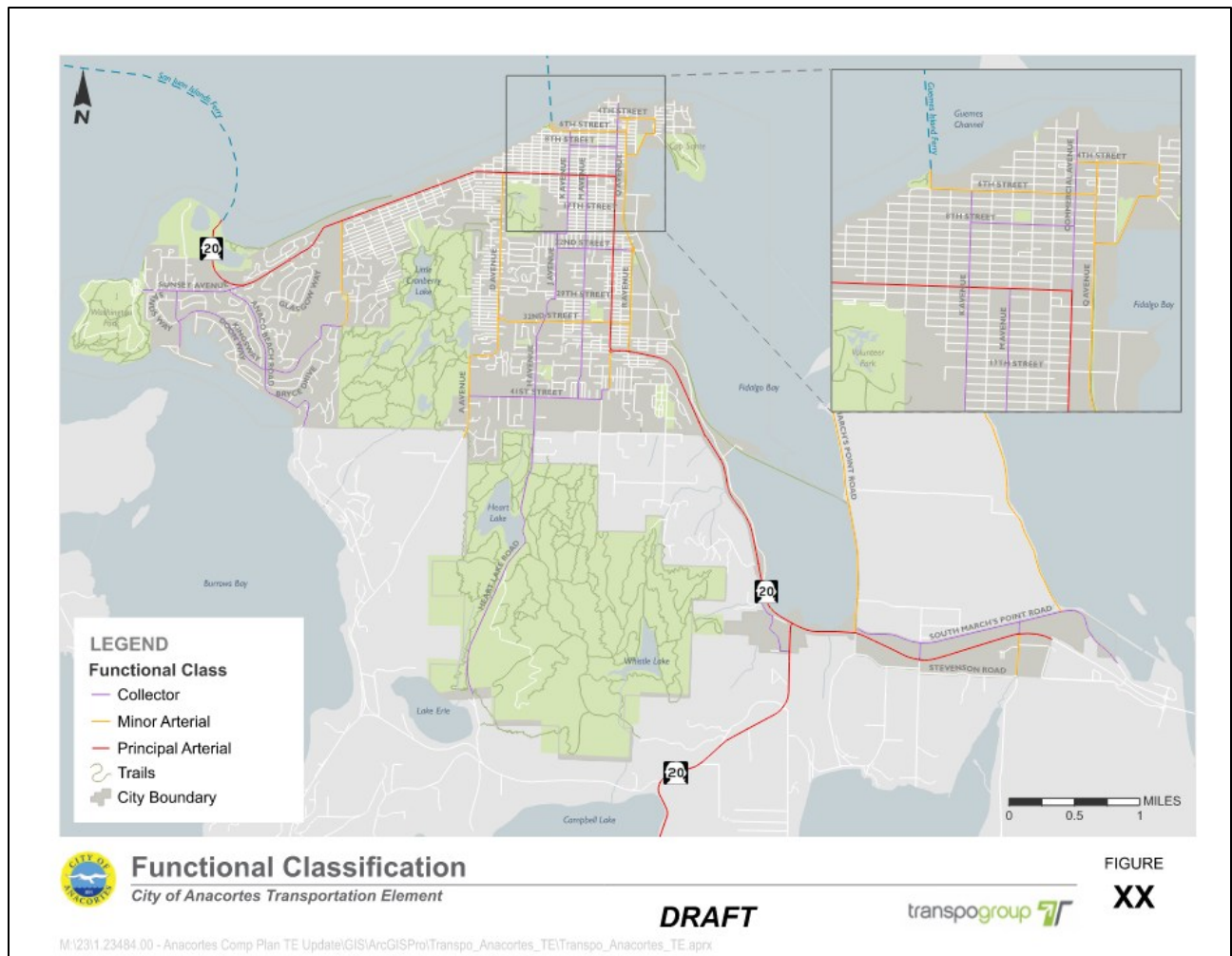


Preliminary observations include:

- Tree canopy cover within city limits is estimated at 45%.
- Tree canopy is concentrated within the Anacortes Community Forestlands (ACFL). When the ACFL tree canopy is removed from the total, the canopy cover falls to 21% of the UGA.
- Canopy cover is unevenly distributed, with ACFL /park areas holding most of the canopy, while mixed-use, industrial, and high-density residential zones in the eastern part of the city show much lower canopy cover.

11 - Open Space Map

Add this map to Volume II of the Parks, Recreation & Open Space element:



20 - Museum Background Info Update

Replace the existing text on P. II-332 with the following:

Anacortes Museum staff operate three public facilities in our historic downtown: the Museum and research library at the Carnegie building (1305 8th Street), the Maritime Heritage Center, and the National Historic Landmark *W.T. Preston* snagboat (703 R Avenue). Beyond these structures, Museum outreach extends to stewardship of the Bill Mitchell murals, creation of interpretive signage at significant locations, and digital platforms linked from the Museum website to more than 80,000 archived photographs, historic films, and online access to 110 years of local newspapers.

The Museum Advisory Board offers input on the Anacortes Museum Collections. The Anacortes Historic Preservation Board has monthly meetings at the Anacortes Museum, attended by the museum's director.

The Anacortes Museum provides dedicated customer service for residents and visitors while working in collaboration with community organizations with respect for our history. Beyond core

needs, the museum partners on fundraising with the Anacortes Museum Foundation to enhance our exhibits, events, publications, and other programs.

21 – Toward Zero Waste goal and policies updates

Update the proposed new goal and policies as follows. Yellow highlights indicate changes made after initial public draft.

Goal U-9. Toward Zero Waste. Increase recycling and composting to 65% of the municipal solid waste stream.

Policy U-9.1. ~~Provide~~ **Explore** weekly curbside food waste collection including small containers for residents that do not require yard waste bins.

Policy U-9.2. ~~Facilitate~~ **Encourage** or require multi-family dwellings to offer food waste collection.

Policy U-9.3. Perform a waste characterization study and analyze results to identify waste stream components that can be targeted for reduction through producer responsibility or consumer education.

Policy U-9.4. Construct solid waste rate schedules to incentivize increased diversion or reduced frequency of pickup.

Policy U-9.5. When it becomes feasible, reduce garbage collection frequency to reduce trips, personnel costs, and greenhouse gas emissions.

ATTACHMENT B

24 - Table 19.20.030-1 Application Procedures

Update the table as follows: Yellow highlights indicate changes made after initial public draft.

Table 19.20.030-1

Review classification and process matrix

Types of Review	Type 1 Administrative Ministerial Actions	Type 2 Administrative Decisions	Type 3- HE Hearing Examiner Decisions	Type 3- PC Planning Commission Decisions	Type 4 City Council Decisions
Types of Applications	• Accessory dwelling units • Assessment of impact fees per AMC Chapter 3.93 • Boundary line adjustments • Building, mechanical, and plumbing permits • Clearing and grading permits • Critical area letter of exemption • Extension of time for approval • Fence permits • Minor permit revisions • Shoreline exemptions • Sign permits • Site plan review, less than 10 dwelling units, less than 12,000 sq. ft. of nonresidential gross floor area, or less than 20,000 sq. ft. of nonresidential site improvements	• Administrative conditional use permits, including home occupation permits • Binding site plans, less than 10 lots • Critical area permit – Permitted alteration • Level 1 variances • Preliminary short subdivisions • SEPA threshold determinations • <u>Shoreline substantial development permits (SSDP)</u> • Site plan review, 10 or more dwelling units, 12,000 sq. ft. or more of nonresidential gross floor area, or 20,000 sq. ft. or more of nonresidential site improvements • Stormwater Management Manual exceptions	• <u>Binding site plans, 10 or more lots</u> • <u>Conditional use permits, except administrative CUPs</u> • Critical area variance – Reasonable use exception • <u>Essential public facilities, Type 2</u> • Level 2 variances • <u>Preliminary long subdivisions</u> • <u>Shoreline conditional use and variance permits</u> • Zone boundary determination	• Shoreline conditional use and variance permits • Shoreline substantial development permits (SSDP) for projects valued less than \$1,000,000 on site less than three acres	• Binding site plans, 10 or more lots • Conditional use permits, except administrative CUPs • Essential public facilities, Types 1 and 2 • Framework development plans • Preliminary long subdivisions • Site-specific rezones authorized by the comprehensive plan • Shoreline substantial development permits (SSDP) for projects valued at \$1,000,000 or more or on site of three acres or more

Types of Review	Type 1 Administrative Ministerial Actions	Type 2 Administrative Decisions	Type 3- HE Hearing Examiner Decisions	Type 3- PC Planning Commission Decisions	Type 4 City Council Decisions
Pre-Application Conference	At discretion of Director	At discretion of Director	Yes <u>At discretion of Director</u>	Yes	Yes
Pre-Application Neighborhood Meeting	No	No, except may be required for short subdivisions, binding site plans, and site plan review a At discretion of Director	Yes <u>At discretion of Director</u>	Yes	Yes
Notice of Application	No	Yes	Yes	Yes	Yes
Comment Period	None	14 days (30 days for shoreline permits)	21 days (30 days for shoreline permits)	21 days (30 for shoreline permits)	21 days (30 for shoreline permits)
Recommendation By	None	None	Director	Director	Planning Commission
Pre-Decision Open Record Public Hearing	No	No	Yes, before Hearing Examiner	Yes, before Planning Commission	Yes, before City Council Planning Commission
Closed Record Decision Hearing	No	No	No	No	No Yes, before City Council
Decision By	Director	Director	Hearing Examiner	Planning Commission	City Council
Notice of Decision	No	Yes	Yes	Yes	Yes
Local Appeal Available To	Hearing Examiner	Hearing Examiner *There is no local appeal for shoreline permits. See AMC 18.16.	City Council *There is no local appeal for shoreline permits. See AMC 18.16.	City Council	None
Appeal Hearing Type	Open record	Open record	Closed record	Closed record	N/A

25 – Assisted living facilities in R4A - Table 19.41.040

In Table 19.41.040, change permissions for Assisted living facilities in the R4A zone from conditional use (C) to prohibited (). Yellow highlights indicate changes made after initial public draft.

Principal Use	R1	R2	R2 A	R3	R3 A	R4	R4 A	OT	References & special use limitations
Group Living, as listed below									
.....									
Assisted living facility				€ P ^x	€ P	P	€		AMC 19.43.130 ^x AMC 19.43.130(B)(3)
.....									

26 - Indoor animal care in the CBD zone

Revise Table 19.41.050, Principal uses permitted in mixed-use and industrial zones, to change indoor animal care from (C) to (P). Yellow highlights indicate changes made after initial public draft.

Principal Use	CBD	C	MMU	CM	CM2	LM	LM1	MS	I	HM	Reference
.....											
Personal Service, except as listed below	P	P	P								AMC 19.44.080(A)
Animal care - indoor	€ P	P					P				AMC 19.44.080(B)
Animal care - outdoor		C					P				AMC 19.44.080(C)
.....											

27 - Small duplexes

Add a new row to Table 19.42.020 for ‘small duplexes’. Add minimum lot size in the R2, R2A, R3, R3A and OT zones. Yellow highlights indicate changes made after initial public draft.

Table 19.42.020

Form and intensity standards for residential use.

Measure	R1	R2	R2A	R3	R3A	R4	R4A	OT	Conditions/Reference
LOT SIZE AND DEVELOPMENT INTENSITY									
Lot size for single-family dwelling,	15,000	7,500	6,000	4,500	3,000	3,000	3,000	6,000	See AMC 19.43.030 for standards for lots <5,000 sq. ft.

Measure	R1	R2	R2A	R3	R3A	R4	R4A	OT	Conditions/Reference
minimum (square feet) (AMC 19.42.080)									
Lot size for “small duplex”, minimum (square feet)		7,500	6,000	4,500	3,000			6,000	See AMC 19.43.050 for duplex standards. (*Max. [1,000-1,400] square feet gross floor area per unit)
Lot size for duplex, minimum (square feet) (AMC 19.42.080)		9,000 or 7,500* or 6,000*	9,000 7,500 or 6,000*	7,500 6,000 or 4,500*	5,000 4,500	4,200 3,000	4,200 3,000	7,500 or 6,000*	See AMC 19.43.050 for duplex standards. (*Max. [1,000-1,400] square feet gross floor area per unit)

28 – Bonus incentives generally & affordable housing density bonus for religious organizations

Revise 19.42.020 and add new section 19.42.045:

19.42.040 Bonus incentives, generally.

- A. Purpose. ~~To offer flexibility to in development standards allowable density or height in strategic zones in exchange for the integration of permanent open space or affordable housing units. The purpose of the bonus incentives provisions is to encourage the production of affordable housing and community benefits by allowing increased development potential in exchange for qualifying public benefits.~~
- B. Applicability.
- The bonus incentive provisions of this chapter apply to the following situations.
 - Density bonuses for affordable housing on property owned by a religious organization (see AMC 19.42.045).
 - Height bonuses in the R4, C, and CBD zones as established in Table 19.42.020 and Table 19.42.030 (see AMC 19.42.050).
 - Height bonuses in several mixed-use and industrial zones (see AMC 19.42.060 and 19.42.070).
 - The provisions of this section are optional.

19.42.045 Density bonus for religious organizations.

- A. **Purpose.** To implement RCW 36.70A.545 and encourage the development of long-term affordable housing on property owned or controlled by religious organizations.
- B. **Applicability.** Developments meeting the requirements of RCW 36.70A.545 may request modifications to any of the development standards listed in subsection (C), below.
- C. **Modifications to development standards.** An applicant may request modification of the following development standards:

1. Allowed housing types (AMC 19.41.040 and .050). In residential zones, the next increment of higher-intensity residential building type is allowed in addition to the base residential type(s). Depending on the zone, the next increment of housing may include duplexes, triplexes, fourplexes, townhouses, or small multiplexes. Zone-specific limitations to location on alley-loaded lots and on maximum unit size do not apply to development proposed under this section.
 2. Reduced setbacks, increased lot coverage, increased density and/or reduced minimize lot size or dimensions (AMC 19.42.020 and .030).
 3. Reduced internal open space standards (AMC 19.62.040).
- D. **Criteria for granting request.** The Director may approve the requested modification(s) to development standards when an applicant demonstrates that:
1. The modification is necessary to make the project financially or physically feasible while maintaining the required affordability level.
 2. The project is designed to minimize neighborhood impacts through sensitive site and building design.

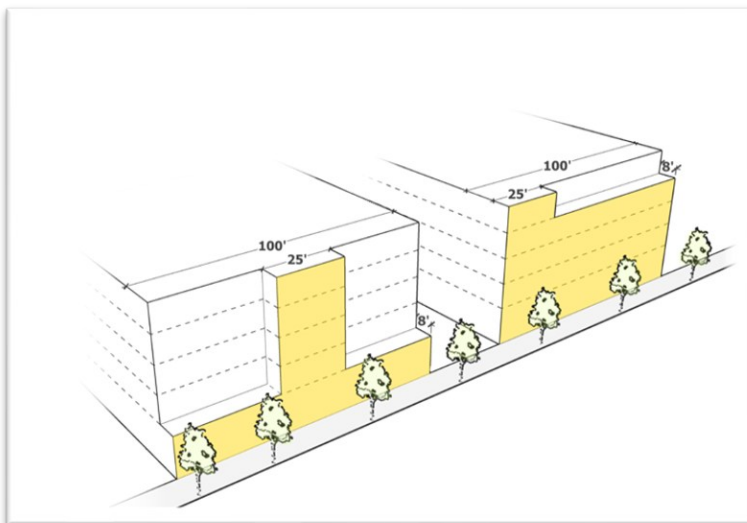
30 – Horizontal façade setback for tall buildings - AMC 19.42.120(C)(7) clarification

Amend AMC 19.42.120(C)(7) as follows:

7. *CBD and MMU Zone ~~Setback~~ Stepback Requirements.* For buildings which exceed the maximum base height in the CBD and MMU zones, buildings must incorporate a minimum horizontal ~~setback~~ stepback of eight feet along at least 75 percent of the façade. The required ~~setback~~ stepback must be placed somewhere between the ground floor and the top floor. See Figure 19.42.120(C)(7) for an example.

Figure 19.42.120(C)(7). ~~Illustration of required building setbacks for tall buildings.~~ This figure illustrates two examples of tall buildings that comply with the horizontal stepback requirements. The left building features a stepback after the first floor, whereas the right building only steps back the top floor. In both buildings, 25% of the façade (length) does not include a stepback.

[insert new figure (below)]



[delete old figure]

31 – Small duplex - definition

- A. *Definition.* A building that is entirely surrounded by open space on the same lot and contains two dwelling units. A “small duplex” is a duplex in which each dwelling unit is limited to a maximum size, as identified in AMC 19.43.050(B)(2).

32 – Small duplex - maximum unit size by zone

Yellow highlights indicate changes made after initial public draft.

B. Standards

1. [no change]
2. Zone-Specific Standards.

1. R2, R2A, R3, R3A and OT Zones. The maximum unit size for ‘small duplexes’ is 1,400 sq. ft. gross floor area per unit.

Minimum lot size: 7,500 sq. ft. when all units have [1,200-1,400] square feet gross floor area or less.

2. ~~R2A Zone. Minimum lot size: 6,000 sq. ft. when all units have [1,200-1,400] square feet gross floor area or less.~~

3. ~~Old Town Zone. Minimum lot size: 6,000 sq. ft. when all units have [1,200-1,400] square feet gross floor area or less.~~

35 - Assisted living facilities, R3 zone-specific standards 19.43.130(B)

Add “located in the zone” to this section to clarify that separation distance applies to facilities within the R3 zone. Yellow highlights indicate changes made after initial public draft.

1. Zone-Specific Standards.

1. R3 Zone.

- (I) Assisted living facilities are limited to a maximum of 10 units or beds per facility.
- (II) Assisted living facilities must be separated from other assisted living facilities located in the zone by a minimum distance of 1,000 feet.
- (III) Porte cochere and similar features for passenger loading must be designed to accommodate vehicles no longer than 30’.
- (IV) A traffic mitigation plan must be submitted with the application. The plan must address traffic control, parking management (including the mitigation of overflow parking into adjoining residential areas), and traffic movement to the arterial street system.

36 - Indoor recreation in LM1 and I zones - 19.44.090

Revise the proposed new zone-specific standards for Indoor Recreation uses the LM1 and I zones as follows. Yellow highlights indicate changes made after initial public draft.

“LM1 and I zones. Limited indoor recreation facilities, including but not limited to fitness centers, gyms, climbing gyms, martial arts studios, and indoor sports courts (e.g. basketball, volleyball) may be permitted when the Director finds that following criteria are met:

- Recreational uses must be designed to minimize conflicts with adjacent industrial operations, including noise, truck access, and hours of operation.

- The maximum occupancy for such facilities must not exceed 30 people, unless the applicant demonstrates that a larger occupancy will neither disrupt surrounding industrial operations nor significantly reduce the land available for industrial uses. it is demonstrated by the applicant that a higher occupancy will not disrupt industrial uses.”

37 - Street functional classification and map corrections - 19.52.030

A. **19.52.030(A) Exhibit A** - Replace the City Functional Classification Map in AMC 19.52 with a corrected version that is consistent with the WSDOT classification map,

B. **AMC 19.52.030. A.2. Minor Arterials** - Revise as follows:

.....

2. Minor Arterials. Streets that provide movement of through traffic but also provide considerably more access for local traffic that originates in or is destined to commercial, retail, or activity centers along a corridor.

a. Minor arterials within the City include the following streets:

.....

4) ~~Commercial Avenue, between Port and 12th Street~~ (Revised to Collector)

.....

11) ~~34th~~ 32nd Street, between R Avenue and ~~V~~ D Avenue

.....

C. **AMC 19.52.030. A. 3. Collector Arterials** – Revise as follows:

.....

3. Collectors. Streets that assemble and concentrate residential traffic and direct it toward the higher order arterial system.

a. Collectors within the City include the following streets:

.....

13) ~~17th Street, between J Avenue and Q Avenue~~ (Local Street)

.....

15) ~~32nd Street, between D Avenue and R Avenue~~ (Revised to Minor Arterial)

.....

18) ~~Summit Park~~ Fidalgo Bay Road, between ~~Christianson Road~~ SR 20 Spur and ~~Thompson Road~~ Scandia Court

19) ~~Stevenson Road, between Thompson Road and Reservation Road~~ Scandia Court between Fidalgo Bay Road to Old Brook Lane

20) ~~Christianson Road~~ Old Brook Lane, between SR 20 and ~~Summit Park Road~~ Scandia Court and SR 20

.....

39 - Private driveways and access standards updates - AMC 19.53

Revise as follows:

19.53.010 Purpose.

A. To enhance safe and efficient roadway operations while providing access to adjacent properties and businesses.

B. To improve safety and mobility for people walking, biking, and rolling throughout the city.

19.53.020 Applicability.

All new or altered private driveways and private accesses onto a city street (including temporary or construction accesses) must comply with this chapter and the Anacortes engineering design standards.

19.53.030 Driveways and access easements.

A. *[no change]*

B. *Driveway Location.*

1. *Collector and Arterial Streets. [no change]*

2. *Frontage on Multiple Streets.* Where a property has frontage on more than one street, driveways and vehicular accesses are limited to the lowest ~~volume~~ street classification, as determined by the Public Works Director.

3. *Alleys.* Where a property abuts an alley, driveways must access from the alley, except when ~~either any of the following conditions exist, as determined by the Public Works Director:~~

a. ~~The property is in a residential zone and topography, lack of existing improvements, or other conditions makes alley access impracticable. The proposed development consists of one single-family residence, and the existing alley surface is not currently paved or graveled;~~
or

b. ~~The property is located in a mixed-use, industrial, or R4 zone and anticipated traffic generation of the use in combination with other existing or future permitted uses along the block would exceed the functional capacity of the alley. Alley access is not feasible due to existing topography or other environmental or physical constraints; or~~

c. Due to the relationship of the alley to the surrounding street system, use of the alley for parking access would create a significant safety hazard; or

d. Alley access would reduce accessibility to a dwelling unit for persons with disabilities or required barrier-free parking spaces meeting the standards of the Americans with Disabilities Act (ADA) and the recommendation in the Anacortes ADA Transition Plan; or

e. If the majority of the existing residences along a public street block already have driveways, then a new driveway across the sidewalk to the public street may be permitted to maintain the character of the street, if it can meet ADA-compliance requirements.

4. Existing driveways that do not conform to the location requirements in AMC 19.53.030 (B) must be removed as a condition of approval of any development activity listed in AMC 19.51.020. Removal includes restoration of the curb, gutter, sidewalk, and planting strip.

C. - E. *[no change]*

F. Driveway Cut Width. Minimum and maximum driveway cut widths are limited to those identified in Table 19.53.030.

Exception: The Public Works Director may approve a wider driveway cut in Industrial zones when an applicant demonstrates all of the following:

- A site regularly serves large vehicles and a standard driveway cut cannot safely accommodate required turning movements, and
- A wider driveway cut will not compromise pedestrian safety or ADA access, and
- The driveway cut is designed to reduce visual and functional impacts.

Table 19.53.030
Driveway cut width

Use Type	Minimum Width	Maximum Width
<i>Residential</i>		
<u>Lot</u> width = 50 feet or greater	10 feet	20 feet
<u>Lot</u> width < 50 feet	10 feet	12 feet or 20 feet if shared with adjacent <u>lot</u>
Commercial and Industrial	20 feet	30 feet

40 – Internal open space modification for affordable housing development – 19.62.040

Add a new section allowing the Director to modify required internal open space requirements in certain circumstances.

AMC 19.62.040(B)

5. Modification. The Director may reduce or modify the required open space standards of this section in the following circumstances:

- a. The project provides 100% of the units as permanently affordable units for households earning 0-60% AMI.
- b. The project preserves significant architectural features or contributes to community historic preservation goals in a manner that limits open-space placement; or involves constrained parcels where rigid open space ratios would limit viable development.
- c. The primary entrance of the development is located within one-quarter mile walking distance of a public park or publicly accessible open space.

From: [William Turner](#)
To: CompPlan@cityofanacortes.gov; [City Council](#); [Matt Miller](#); [CityClerk](#); liz@lizlovelett.org; [Elizabeth Lovelett](#)
Subject: Comment on Housing element in 2025 Comp Plan
Date: Sunday, December 7, 2025 9:21:45 AM

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

Dear City Council,

First, a sincere thank you for following up upon my request that you address the Growth Management Hearings's Board (Board) decisions in *Mercer Island* and *Kitsap County* and doing so in a timely manner.

In this regard I have reviewed Attachment A to the November 25, 2025 Memorandum from the Planning Department to you. As you describe in Figure 1, the City has been slowly advancing Affordable Housing. Thank you for your on-going commitment to this important task.

As a long time housing advocate, though, I consider that more needs to be done in the 2025 Comprehensive Plan/Development Regulation Periodic Update that has been presented to date.

In the **Synopsis** of the **Final Decision and Order** GMHB Case No. 25-3-0003, the Board concluded that "the City's land capacity analysis assumed subsidies and incentives would be in place for these [low income] households within the cities medium to high density zoning categories, but the record does not show that sufficient subsidies and incentives will be in place to house the City's full allocation of these households. The City must not delay, making adequate provision for the needs of these economic segments for another five years; it was required to do so now." Page 1.

The Board went on to highlight that "Of particular significance to this case is the recently amended GMA Goal 4 (housing), which requires jurisdictions to: '**Plan for and accommodate** housing affordable to all economic segments of the population of this state, promote a variety of residential, densities, and housing types, and encourage preservation of existing housing stock.'" Page 3 (emphasis in original). The previous language for Goal 4 was merely "to encourage the availability". Further, it is no longer sufficient to address just 'low income' but the following defined categories: "moderate, low, very low, and extremely low income households". Page 4. This breakdown is currently absent from the analysis in Attachment A and, I submit, needs to be provided in order to comply with *Mercer Island*.

Your analysis based on current trends is that there would be a 20 year gap of 1,582 subsidized units, a gap that would require about \$24 million a year in funding from currently unidentified funding sources. I appreciate your acknowledging comments from me and others that Multifamily Tax Credits are a sound tool to advance affordable housing. However, the decision by the Board in *Mercer Island* will require more than "the City plans to study MFTE in 2026 or 2027". I recommend that a firm commitment be made in the Comprehensive Plan to actually adopt a MFTE program within six months. **Recommendations #1.**

It is my considered opinion that the City should also commit to placing an affordable housing property tax measure on the November 2026 ballot. **Recommendation #2.** Given numbers such as \$24 million a year just for one city I am not surprised that Mercer Island has appealed this unfunded mandate to court. Given our interest in advancing affordable housing, though, I submit that we locally should decide how much we are willing to do and put this to a vote.

Given the massive scale of the annual funding gap, \$24 million, I am of the opinion that we should commit to advancing an inclusionary zoning proposal here or in the alternative seek legislative authorization for an affordable housing impact fee, an impact fee on ADUs if not committed to be affordable or an additional dedicated Real Estate Excise Tax. **Recommendation #3.**

Thank you
Bill Turner

Sent from my iPad



City Council Agenda Bill

Meeting Date: December 15, 2025 **Agenda Item:** 8.f.

Agenda Item Title: Ordinance 5014: Adoption of the 2025 Development Regulation Amendments

Staff Contact(s): John Coleman, Libby Grage

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

Greg Francioch
John Coleman
Steve Hoglund
Darcy Swetnam

Ordinance

Item Summary: At the [November 10, 17 and November 24, 2025](#) City Council meetings, City Council requested [additional changes](#) be made to the Planning Commission-recommended Draft 2025 Development Regulation Amendments. The City held an additional [written public comment period](#) to provide an opportunity for the public to comment on the additional changes. The comment period ran from November 26 to December 11, 2025.

As of the publication of the CC agenda and packet on December 10, Planning has not received any public comments regarding the additional changes to the development regulations. All comments received by the deadline will be provided to the Council prior to the December 15 meeting.

Budget Impact:

Previous Action: The Anacortes City Council has been involved in the following previous actions related to the 2025 Comp Plan Update:

[May 28, 2024](#) - Approval of 2025 Comprehensive Plan Update Public Participation Plan ([Resolution 3156](#))

[June 10, 2024](#) - Land Capacity Analysis discussion

[July 15, 2024](#) - 2025 Comprehensive Plan Update and 2025 Docket Work Session

[July 22, 2024](#) - 2025 Comprehensive Plan Update Docket Public Hearing

[August 5, 2024](#) - Approval of [Resolution 3161](#): Establishing a Docket for the 2025 Comprehensive Plan and Development Regulations Periodic Update

[August 19, 2024](#) - Review of Planning Committee's Housing Action Plan Recommendations

[September 9, 2024](#) - [Resolution 3165](#): Establish A Climate Policy Advisory Team to Assist in the Development of a New Climate Element of the Comprehensive Plan
[September 16, 2024](#) - Draft Greenhouse Gas (GHG) Emissions Inventory Report Presentation from Makers/Parametrix
[December 2, 2024](#) - [Resolution 3172](#): A Resolution Regarding Proposed Amendments to the Anacortes Urban Growth Area Boundary
[June 9, 2025](#) - 2025 Comprehensive Plan Periodic Update - Progress Update
[October 20, 2025](#) - 2025 Comprehensive Plan - Planning Commission Recommendation
[November 3, 2025](#) - 2025 Development Regulation Amendments - Planning Commission Recommendation
[November 10, 2025](#) - Discussion of the Comprehensive Plan
[November 17, 2025](#) - Discussion of the Development Regulation Amendments
[November 24, 2025](#) - Discussion of Comprehensive Plan & Development Regulations

For a complete list of all events and meetings having taken place to date regarding the 2025 Comprehensive Plan Periodic Update, please visit www.planacortes.org (click on the 'Meeting & Event Info' Tab).

Recommended Motion: I move to adopt Ordinance 5014 amending the development regulations contained in Anacortes Municipal Code Title 19 and the Official Zoning Map as part of the 2025 periodic update, as presented.

Alternative Actions: Move to adopt Ordinance 5014 with changes, or do not adopt Ordinance 5014.

Attachments (listed in order presented):

1. Ordinance 5014 Adopting the Development Regulation Amendments
2. Att. A - 2025 Development Regulation Amendments
3. Att. B - Zoning Map Amendments
4. 11/24/25 Staff Memo of Additional Changes for Public Comment
5. 20251117-Commerce-Final Comment Letter City of Anacortes 2025-S-9868

ORDINANCE NO. 5014

AN ORDINANCE OF THE CITY OF ANACORTES ADOPTING AMENDMENTS TO THE DEVELOPMENT REGULATIONS CONTAINED IN ANACORTES MUNICIPAL CODE TITLE 19 UNIFIED DEVELOPMENT CODE, AND THE OFFICIAL ZONING MAP, PURSUANT TO THE 2025 PERIODIC COMPREHENSIVE PLAN UPDATE PROCESS

WHEREAS, the Growth Management Act (GMA) requires that comprehensive plans and development regulations be subject to continuing evaluation and review; and

WHEREAS, the GMA requires that Anacortes complete a periodic update of its comprehensive plan and development regulations by December 31, 2025; and

WHEREAS, on December 15, 2025, the City Council adopted Ordinance 5013 adopting an updated Comprehensive Plan pursuant to the GMA periodic update requirements and the development regulations must be amended to be consistent with and implement the Comprehensive Plan; and

WHEREAS, the purpose of updating the Comprehensive Plan and development regulations is to extend the planning horizon from 2036 to 2045; to ensure that local plans and regulations are consistent with recent changes to state law and the countywide planning policies; and to update information such as population changes and infrastructure needs; and

WHEREAS, on May 28, 2024, the City Council adopted Resolution 3156 establishing a public participation plan in accordance with RCW 36.70A.130(2) that identified procedures and anticipated schedules for reviewing and revising the Comprehensive Plan and development regulations; and

WHEREAS, on August 5, 2024 the City Council adopted Resolution 3161 establishing a docket of amendment proposals to be considered during the 2025 periodic update; and

WHEREAS, on January 17, 2023, the City Council adopted a Housing Action Plan (HAP) (Resolution 3104). The HAP identifies regulatory and programmatic strategies and actions the city could take to increase housing supply, affordability, and diversity of housing types for the entire community and is intended to inform the 2025 periodic update and future city actions. A SEPA DNS was issued on December 19, 2022 and a public hearing was held on January 17, 2023 prior to City Council adoption of the HAP; and

WHEREAS, the public process for the Comprehensive Plan and development regulation update has provided for early and continuous public participation opportunities using methods such as tabling at community events, presentations to community groups, open houses, social media, a dedicated project webpage, regular updates to a subscription email list, articles in the City's newsletter, city-wide mailings, listening sessions, opportunities for public comment on preliminary and final draft materials, and attending Planning Commission and City Council meetings; and

WHEREAS, the City held public open houses to present information about the periodic update process and collect feedback on June 5, 2024, October 23, 2024, and March 20, 2025; and

WHEREAS, at meetings in August 2024 – July 2025, the Planning Commission reviewed and discussed draft development regulation amendments to implement certain recommendations from the Housing Action Plan (HAP); and

WHEREAS, on September 10, 2025, the City of Anacortes issued a State Environmental Policy Act (SEPA) Determination of Nonsignificance (DNS) for the 2025 Comprehensive Plan and Development Regulation Amendments; and

WHEREAS, a notice of intent to adopt the 2025 Draft Development Regulation Amendments in accordance with the procedures for 60-day review was transmitted to the Washington State Department of Commerce, Growth Management Division, and other state agencies on September 15, 2025; and

WHEREAS, on September 17, 2025, the 2025 Draft Development Regulation Amendments were published for public review and comment, with the written comment period ending on October 22, 2025; and

WHEREAS; on October 22, 2025, the Planning Commission held a public hearing to receive public testimony on the 2025 Draft Development Regulation Amendments. After the close of the public hearing, the Planning Commission deliberated and issued a Recorded Motion and recommendation for approval of the 2025 Development Regulations Amendments, with suggested modifications; and

WHEREAS, the 2025 Development Regulation Amendments as recommended by the Planning Commission were considered by the City Council on November 3, November 10, and November 24, 2025, and City Council recommended additional changes to the development regulations; and

WHEREAS, the City Council requested additional changes to the Development Regulation amendments and held an additional written comment period from November 26, 2025 through December 11, 2025 to allow for public comment on the additional changes; and

WHEREAS, as a result of the City's efforts, the public has had continuous and extensive opportunity to participate in the development and public review of the 2025 Development Regulation Amendments and all persons desiring to comment on the proposal were given a full and complete opportunity to be heard; and

WHEREAS, the City will continue to review and update (if needed) its critical area regulations within 12 months of the schedule identified RCW 36.70A.130; and

WHEREAS, the City Council has reviewed the public comments and the Planning Commission Recorded Motion for the 2025 Development Regulation Amendments, considered the

goals of the GMA as set forth in RCW 36.70A.020, and determined that the development regulation amendments attached hereto reflect the public interests and planning goals of the GMA.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Findings. The above recitals are hereby adopted by reference as legislative findings in support of this ordinance. The City Council further enters the following findings:

- A. The Findings of Fact contained within Section I of the Anacortes Planning Commission Recorded Motion (approved October 22, 2025) analyze the proposal's consistency with the Growth Management Act, Anacortes Comprehensive Plan and Anacortes Municipal Code and are hereby adopted by reference.
- B. The amendments to the development regulations and zoning map set forth herein bear a substantial relation to public health, safety and welfare.
- C. The amendments to the development regulations set forth herein are in the best interest of City of Anacortes residents.
- D. The amendments to the development regulations set forth herein have been processed, reviewed, considered, and adopted in material compliance with all applicable state and local procedural requirements, standards and criteria, including but not limited to the requirements of Chapter 36.70A RCW.
- E. All relevant procedural requirements of the State Environmental Policy Act have been satisfied with respect to this ordinance.
- F. Notice of intent to adopt these development regulations has been provided to the Washington Department of Commerce.

Section 2. Development Regulation Amendments Adopted. The Anacortes Municipal Code is amended as described in **Attachment A**.

Section 3. Official Zoning Map Amendments Adopted. The Official Zoning Map is amended as shown in **Attachment B**.

Section 4. Production and Publication of the Development Regulations and Official Zoning Map. Staff is hereby directed to perform any minor, non-substantive text edits, syntax error corrections, and minor modifications to the format of the development regulation amendments as necessary to provide for accurate and correct publication of said document both in printed and electronic format for accessibility of the general public and to provide for the publication of the Official Zoning Map as a separate reference document for ease of use and reference to the general public.

Section 5. Transmittal to State. Pursuant to RCW 36.70A.106, a copy of this ordinance shall be submitted to the State Department of Commerce.

Section 6. Severability. If any section, subsection, sentence, clause, phrase or work of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this Ordinance.

Section 7. Effective Date. This Ordinance shall become effective **January 1, 2026**.

PASSED by the City Council and APPROVED by the Mayor this ____ day of ____, 2025.

CITY OF ANACORTES, WASHINGTON

By: _____
Matt Miller, Mayor

ATTEST:

By: _____
Steve Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

By: _____
Darcy Swetnam, City Attorney

Date of Publication: _____

Effective Date: _____
(5 days after publication)

Attachment A

AMC Title 19, Unified Development Code

Note to codifier: *This Table of Contents is added for ease of use prior to codification of this ordinance and should not be included in the final codified text.*

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Division 1. General and Legislative Provisions

Chapters

- 19.10 General Provisions
- 19.12 Definitions and Interpretation
- 19.14 International Codes
- 19.16 Legislative Actions

Chapter 19.10 General Provisions

[no change].

Chapter 19.12, *Definitions & Interpretations*, is amended as follows:

Chapter 19.12 Definitions and Interpretation

19.12.020 Definitions

A. *A Definitions*

Affordable housing means, unless the context clearly indicates otherwise, residential housing whose monthly costs, including utilities other than telephone, do not exceed 30 percent the monthly income of a household whose income is:

1. For rental housing, 60 percent of the median household income adjusted for household size, for the county where the household is located, as reported by the United States department of housing and urban development; or
2. For owner-occupied housing, 80 percent of the median household income adjusted for household size for the county where the household is located, as reported by the United States department of housing and urban development.

B. *B Definitions*

“Boarder” means a patron of a rooming house who is provided lodging, with or without meals, for compensation.

C. *C Definitions*

“Co-living housing” refers to a type of household living use as defined in AMC 19.43.115.

D. [no change]

E. [no change]

F. *F Definitions*

“Family” means: one or more persons, either related or unrelated, living together as a single housekeeping unit, sharing common living, cooking, and eating facilities.

1.—One person or two or more related persons living together.

2.—No more than five unrelated persons living together as a signal nonprofit housekeeping unit.

~~3.—Unrelated persons living together in a state-licensed adult family home pursuant to RCW 70.127.010, with the provider’s family counting as up to six persons not related to the providers living with them as one housekeeping unit for profit.~~

~~4.—In a single-family dwelling, one roomer or boarder is permitted in addition to the family.~~

G. [no change]

H. *H Definitions*

“Household” has the same meaning as “Family”.

I. [no change]

J. [no change]

K. [no change]

L. [no change]

M. *M Definitions*

“Major transit stop” has the same meaning as RCW 36.70A.030(27).

N. [no change]

O. [no change]

P. [no change]

Q. [no change]

R. [no change]

S. *S Definitions*

“Supportive housing” refers to a type of supportive living use as defined in AMC 19.43.160.

T. [no change]

U. [no change]

V. [no change]

W. [no change]

X. [no change]

Y. [no change]

Z. [no change]

Chapter 19.14 International Codes

[no change].

Chapter 19.16 Legislative Actions

[no change].

Division 2. Procedures

Chapters

- 19.20 Application Procedures
 - 19.22 Concurrency
 - 19.24 Essential Public Facilities
 - 19.16 Permit Revision and Expiration
-

Chapter 19.20, *Application Procedures*, is amended as follows:

Chapter 19.20 Application Procedures

19.20.010 Policy

[no change]

19.20.020 Applicability

[no change]

19.20.030 Types of Review

- A. [no change]
- B. The Director must determine the proper review type for all permit applications. If there is a question as to the required type of process, the Director must resolve it in favor of the higher type number. ~~A Type 3-PE review is considered a higher level than a Type 3-HE review.~~
- C. Table 19.20.030-1 identifies the types of review for all applications, and describes the process for each type of review.
 - 1. The types of applications that are subject to each type of review are listed in the column immediately beneath the heading for each type.
 - 2. The processes required for each type of review are further described by the remainder of the column beneath the heading for each type.
 - 3. The remainder of this chapter describes the required processes for each type of review.

Table 19.20.030-1

Review classification and process matrix

Types of Review	Type 1 Administrative Ministerial Actions	Type 2 Administrative Decisions	Type 3-HE Hearing Examiner Decisions	Type 3-PG Planning Commission Decisions	Type 4 City Council Decisions
Types of Applications	• Accessory dwelling units • Assessment of impact fees per AMC Chapter 3.93 • Boundary line adjustments • Building, mechanical, and plumbing permits • Clearing and grading permits • Critical area letter of exemption • Extension of time for approval • Fence permits • Minor permit revisions • Shoreline exemptions • Sign permits • Site plan review, less than 10 dwelling units, less than 12,000 sq. ft. of nonresidential gross floor area, or less than 20,000 sq. ft. of nonresidential site improvements	• Administrative conditional use permits, including home occupation permits • Binding site plans, less than 10 lots • Critical area permit – Permitted alteration • Level 1 variances • Preliminary short subdivisions • SEPA threshold determinations • <u>Shoreline substantial development permits (SSDP)</u> • Site plan review, 10 or more dwelling units, 12,000 sq. ft. or more of nonresidential gross floor area, or 20,000 sq. ft. or more of nonresidential site improvements • Stormwater Management Manual exceptions	• <u>Binding site plans, 10 or more lots</u> • <u>Conditional use permits, except administrative CUPs</u> • Critical area variance – Reasonable use exception • <u>Essential public facilities, Type 2</u> • Level 2 variances • <u>Preliminary long subdivisions</u> • <u>Shoreline conditional use and variance permits</u> • Zone boundary determination	• Shoreline conditional use and variance permits • Shoreline substantial development permits (SSDP) for projects valued less than \$1,000,000 on site less than three acres	• Binding site plans, 10 or more lots • Conditional use permits, except administrative CUPs • Essential public facilities, Types 1 and 2 • Framework development plans • Preliminary long subdivisions • Site-specific rezones authorized by the comprehensive plan • Shoreline substantial development permits (SSDP) for projects valued at \$1,000,000 or more or on site of three acres or more
Pre-Application Conference	At discretion of Director	At discretion of Director	Yes <u>At discretion of Director</u>	Yes	Yes
Pre-Application Neighborhood Meeting	No	No, except may be required for short subdivisions, binding site plans, and site plan review a At discretion of Director	Yes <u>At discretion of Director</u>	Yes	Yes

Types of Review	Type 1 Administrative Ministerial Actions	Type 2 Administrative Decisions	Type 3-HE Hearing Examiner Decisions	Type 3-PG Planning Commission Decisions	Type 4 City Council Decisions
Notice of Application	No	Yes	Yes	Yes	Yes
Comment Period	None	14 days (30 days for shoreline permits)	21 days (30 days for shoreline permits)	21 days (30 days for shoreline permits)	21 days (30 days for shoreline permits)
Recommendation By	None	None	Director	Director	Planning Commission Director
Pre-Decision Open Record Public Hearing	No	No	Yes, before Hearing Examiner	Yes, before Planning Commission	Yes, before City Council Planning Commission
Closed Record Decision Hearing	No	No	No	No	No Yes, before City Council
Decision By	Director	Director	Hearing Examiner	Planning Commission	City Council
Notice of Decision	No	Yes	Yes	Yes	Yes
Local Appeal Available To	Hearing Examiner	Hearing Examiner *For Shoreline Permits, there is no local appeal. See AMC 18.16.	City Council *For Shoreline Permits, there is no local appeal. See AMC 18.16.	City Council	None
Appeal Hearing Type	Open record	Open record	Closed record	Closed record	N/A

19.20.040 Consolidated Review

[no change]

19.20.050 Eligibility for Permits

[no change]

19.20.060 Lots of Record

[no change]

19.20.070 Vesting

- A. An application for a building permit or land division vests at the time a complete application is filed with the Department and all application fees are paid, consistent with RCW 19.27.095(1) and 58.17.033(1).
~~Applications for site plans do not vest at the time a complete application is filed.~~
1. An application is complete on the date a complete application is filed, as subsequently determined in the letter of completeness.
 2. An application vested under this section is not subject to laws or regulations that become effective after the date of vesting, except as provided below.
- B. [no change]
- C. [no change]

19.20.080 Requirement for public notices.

[no change]

19.20.090 Pre-application conference.

[no change]

19.20.100 Pre-application neighborhood meeting.

[no change]

19.20.110 Application – Contents and completeness – Revisions

[no change]

19.20.120 Application notice

[no change]

19.20.130 Application – Department review

[no change]

19.20.140 Public hearings and meetings

[no change]

19.20.150 Public hearing – Notice

[no change]

19.20.160 Decision – Timing

[no change]

19.20.170 Decision – Notice

[no change]

19.20.180 Appeals

[no change]

19.20.190 Remand

[no change]

19.20.200 Reconsideration

[no change]

19.20.210 Exhaustion of administrative remedies

[no change]

19.20.220 Departures

[no change]

19.20.230 Framework development plans

[no change]

Chapter 19.22, *Concurrency*, is amended as follows:

Chapter 19.22 Concurrency

19.22.010 Purpose.

[no change]

19.22.020 Definitions.

[no change]

19.22.030 Applicability.

[no change]

19.22.035 Application requirements.

- A. An applicant must provide the information deemed necessary by the Director to evaluate the development's impact on concurrency facilities.
- B. The cost of conducting the concurrency test must be borne by the applicant, including re-imbursement for the cost of review by the city's contracted consultant, if required.

19.22.040 Project concurrency review.

- A. Development is prohibited, and all applications therefore must be denied, if the development would cause the level of service on a concurrency facility or service to decline below the adopted levels of service standards, unless the improvements or strategies to accommodate the new development are made concurrent with the development, subject to the provisions of AMC 19.22.050(C).
 - 1. For potable water, ~~sewer/on-site sewage disposal wastewater~~ wastewater, and stormwater management, only available capacity or capacity that can be provided prior to the actual use of the facility will be used.
- B. If proposed development would cause the level of service to decline below adopted level of service standards for an affected facility, the proposed development may nonetheless be approved if the

Director finds that an improvement will be completed that will result in meeting adopted level of service standards of all affected concurrency facilities at the time of development, or that a financial commitment is in place to complete the improvement or implement the strategy within six years.

1. A development proposal may not be denied for causing the level of service on a locally owned or locally or regionally operated transportation facility to decline below the standards adopted in the transportation element of the comprehensive plan where such impacts could be adequately mitigated through active transportation facility improvements, increased or enhanced public transportation service, ride-sharing programs, demand management, or other transportation systems management strategies funded by the development.
- C. All development approvals must include a finding as to the application of this chapter, and those approvals for which concurrency improvements are required under this chapter must be expressly conditioned thereon.

19.22.050 Concurrency test.

- A. In conducting the concurrency test, the city must use the level of service standards adopted in the capital facilities element of the comprehensive plan.
- B. Procedures. The concurrency test for concurrency facilities ~~will must be performed~~ conducted in accordance with the City's concurrency review program during the development permit review process by each Department responsible for providing those facilities and services. ~~in the processing of the development permit.~~
- C. [no change]

19.22.060 Phased development.

[no change]

Chapter 19.24 Essential Public Facilities

[no change]

Chapter 19.28 Permit Revision and Expiration

[no change]

Division 3. Permits

[no change]

Division 4. Zoning and Land Uses

Chapters

- 19.40 Zones
 - 19.41 Allowed Uses
 - 19.42 Form and Intensity Standards
 - 19.43 Residential Uses
 - 19.44 Commercial Uses
 - 19.45 Industrial Uses
 - 19.46 Public, Institutional and Open Space Uses
 - 19.47 Accessory Uses and Structures
 - 19.48 Temporary Uses
 - 19.49 Nonconforming Uses and Structures
-

Chapter 19.40 Zones

[no change]

Chapter 19.41, *Allowed Uses*, is amended as follows:

Chapter 19.41 Allowed Uses

19.41.010 Purpose.

[no change]

19.41.020 Classification of uses.

[no change]

19.42.030 Key to the use table.

[no change]

19.41.040 Principal uses permitted in residential zones.

Table 19.41.040 below provides the list of permitted principal uses in residential zones.

NOTE: Accessory uses are not shown in these principal use charts. See AMC 19.47, Accessory Uses and Structures, for applicable use provisions.

Table 19.41.040

Principal uses permitted in residential zones.

Principal Use	R1	R2	R2 A	R3	R3 A	R4	R4 A	OT	References & special use limitations
RESIDENTIAL									
Household Living, as listed below									AMC 19.43.010(A)
Single-family	P	P	P	P	P	P ^X	P	P	AMC 19.43.010(A) ^X AMC 19.43.020(B)(2)
Single-family, small lot				P	P	P	P	P	AMC 19.43.030
Cottage housing	P	P	P	P	P	P	P		AMC 19.43.040
Duplex		P	P	P	P	P	P	P	AMC 19.43.050
Triplex			P ^(X)	P	P	P	P	P ^(X)	AMC 19.43.060 ^(X) AMC 19.43.060(C)
Townhouse			P ^(X)	P ^(X)	P	P	P	P ^(X)	AMC 19.43.070 ^(X) AMC 19.43.070(C)
Multifamily, 4 units				P	P	P	P		AMC 19.43.080 and 19.43.090
Multifamily, 5 or more units						P	P		AMC 19.43.080 and 19.43.090
Live-work									AMC 19.43.100
Co-living housing						P	P		AMC 19.43.115
Group Living, as listed below									AMC 19.43.010(B)
Adult family home	P	P	P	P	P	P	P	P	AMC 19.43.120
Assisted living facility				€ P ^X	€ P	P	€		AMC 19.43.130 ^X AMC 19.43.130(B)(2)
Nursing homes						€ P			AMC 19.43.140
Rooming houses				€	€	P	P	€	AMC 19.43.150
Supportive living									AMC 19.43.010(C)
Permanent supportive housing	P	P	P	P	P	P	P	P	19.43.160
Transitional housing	P	P	P	P	P	P	P	P	19.43.160
Emergency housing									19.43.160
Emergency shelter									19.43.160

19.41.050 Principal uses permitted in mixed-use and industrial zones.

Table 19.41.050 below provides the list of permitted principal uses in mixed-use and industrial zones.

Table 19.41.050
Principal uses permitted in mixed-use and industrial zones.

Principal Use	CBD	C	MMU	CM	CM2	LM	LM1	MS	I	HM	Reference
RESIDENTIAL											
<i>Note: Residential uses are not allowed on the ground floor facing a designated storefront street (see AMC Chapter 19.61). Lobbies for multifamily uses and live-work dwelling units are an exception, provided the units meet the standards in AMC 19.61.060.</i>											
Household Living, as listed below											AMC 19.43.010(A)
Single-family	C ^(X)	C ^(X)				C	P ^(X)				AMC 19.43.020(B) ^(X) AMC 19.43.020(B)(2)
Single-family, small lot											AMC 19.43.030
Cottage housing											AMC 19.43.040
Duplex											AMC 19.43.050
Triplex											AMC 19.43.060
Townhouse	P	P ^(X)	P ^(X)								AMC 19.43.070
Multifamily dwellings, 4 or more units	P	P ^(X)	P ^(X)	C ^(X)		C		C ^(X)			AMC 19.43.080
Live-work	P	P	P					C			AMC 19.43.100
Co-living housing	P	P	P	P							AMC 19.43.115
...											
Group Living, as listed below											AMC 19.43.010(B)
Adult family home	P ^(X)	P ^(X)				P ^(X)	P				AMC 19.43.120
Assisted living facility	P	P	P								AMC 19.43.130
Nursing homes	P	P	P								AMC 19.43.140
Rooming houses											AMC 19.43.150
Supportive living, as listed below											AMC 19.43.010(C)

Principal Use	CBD	C	MMU	CM	CM2	LM	LM1	MS	I	HM	Reference
Emergency housing	P	P	P	P							AMC 19.43.160
Emergency shelter	P	P	P	P							AMC 19.43.160
Permanent supportive housing	P	P	P	P							AMC 19.43.160
Transitional housing	P	P	P	P							AMC 19.43.160
Commercial											
General Service, Except as listed below											AMC 19.44.020(A)
Heavy service		P					P		P	P	AMC 19.44.020(C)
....											
Personal Service, except as listed below	P	P	P								AMC 19.44.080(A)
Animal care - indoor	P P	P					P				AMC 19.44.080(B)
Animal care - outdoor		C					P				AMC 19.44.080(C)
.....											
Recreation, Indoor as listed below and based on net floor area (NFA)											AMC 19.44.090(A)
<10,000 sq. ft. NFA	P	P	P	P			P ^(X)		P ^(X)		AMC 19.44.090(A) ^(X) AMC 19.44.090(B)
10,000-20,000 sq. ft. NFA	C	C	P	P							
>20,000 sq. ft. NFA	C	C	C	C							
....											

Principal Use	CBD	C	MMU	CM	CM2	LM	LM1	MS	I	HM	Reference
Retail Sales , as listed below and based on net floor area (NFA)/ individual use											AMC 19.44.120
<5,000 sq. ft. NFA	P	P	P	P	P		P ^(X)	P		P ^(X)	^(X) AMC 19.44.120(D)
5,000-25,000 sq. ft. NFA	P	P	P	P				C ^(X)			^(X) AMC 19.44.120(G)
25,001-50,000 sq. ft. NFA	P	P	P								
>50,000 sq. ft. NFA											
[no changes to remaining table]											

Chapter 19.42, Form and Intensity Standards, is amended as follows:

Chapter 19.42 Form and Intensity Standards

19.42.010 Generally.

[no change]

19.42.020 Form and intensity standards for residential zones.

The following table describes the form and intensity standards in residential zones. Supplemental form and intensity standards apply to the Old Town zone per AMC 19.42.160.

Table 19.42.020

Form and intensity standards for residential use.

Measure	R1	R2	R2A	R3	R3A	R4	R4A	OT	Conditions/Reference
LOT SIZE AND DEVELOPMENT INTENSITY									
Lot size for single-family dwelling, minimum (square feet) (AMC 19.42.080)	15,000	7,500	6,000	4,500	3,000	3,000	3,000	6,000	See AMC 19.43.030 for standards for lots <5,000 sq. ft.

Measure	R1	R2	R2A	R3	R3A	R4	R4A	OT	Conditions/Reference
Lot size for “small duplex”, minimum (square feet) (AMC 19.42.080)		7,500 ^(X)	6,000 ^(X)	4,500 ^(X)	3,000 ^(X)			6,000 ^(X)	See AMC 19.43.050 for duplex standards. ^(X) 19.43.050(B)(2)
Lot size for duplex, minimum (square feet) (AMC 19.42.080)		9,000 or 7,500*	9,000 7,500	7,500 6,000	5,000 4,500	4,200 3,000	4,200 3,000	7,500 or 6,000*	See AMC 19.43.050 for duplex standards.
Additional lot size needed for additional attached dwelling unit beyond duplex, minimum (square feet) (AMC 19.42.080)			1,500	2,500 1,500	2,000 1,000		1,200	1,500	See AMC 19.43.060 and 19.43.070 for applicable housing type standards.
....									
Density minimum (dwelling units/acre)						15 ^(X)			See AMC 19.42.100 for calculating density. ^(X) applies to lots 6,000 sq. ft. or more in size
Density maximum (dwelling units/gross acre)	2	4	6	See lot size min. above		None	18	9	See AMC 19.42.100 for calculating density.
Lot coverage, maximum percentage	35%	35%	40%	50%	50%	50% 60%	50% 60%	35% ^(X)	See AMC 19.42.110 for clarification of lot coverage standards. ^(X) See AMC 19.42.160(A) for additional lot coverage standards in the OT zone.
HEIGHT—PRINCIPAL STRUCTURES									
[no change]									
SETBACKS (feet)									
...									
Street setback, minimum	20	20	20 15	20 15	20 15	10	10	20	AMC 19.42.130(B)
....									
Interior side setback—upper floors, minimum	10	7.5	7.5	7.5 5	7.5 5	7.5 5	7.5 5	7.5	AMC 19.42.130(D)
...									

19.42.030 Form and intensity standards for mixed-use and industrial zones.

Table 19.42.030

Form and intensity standards for mixed-use and industrial zones.

Measure	CBD	C	MMU	CM	CM2	LM	LM1	MS	I	HM	Conditions/ Reference
LOT SIZE AND DEVELOPMENT INTENSITY											
[no change]											
HEIGHT (feet) – PRINCIPAL STRUCTURES											
[no change]											
SETBACKS (feet)											
...											
Street setback, minimum	0	0	0	10	10	10	10	10 ^(x)	15	15	See AMC 19.42.130(B) for street setback measurements See AMC 19.42.150 for possible setback modifications. (X) See AMC 19.42.150(F) for street setbacks on Storefront block frontages in MS zone Also see AMC Chapter 19.61, Block Frontage Standards
...											
[no changes to remaining table]											

19.42.040 Bonus incentives, generally.

- A. Purpose. ~~To offer flexibility to in development standards allowable density or height in strategic zones in exchange for the integration of permanent open space or affordable housing units. The purpose of the bonus incentives provisions is to encourage the production of affordable housing and community benefits by allowing increased development potential in exchange for qualifying public benefits.~~
- B. Applicability.
- The bonus incentive provisions of this chapter apply to the following situations.
 - Density bonuses for affordable housing on property owned by a religious organization (see AMC 19.42.045).

- b. Height bonuses in the R4, C, and CBD zones as established in [Table 19.42.020 and Table 19.42.030](#) (see AMC 19.42.050).
 - c. Height bonuses in several mixed-use and industrial zones (see AMC 19.42.060 and 19.42.070).
2. The provisions of this section are optional.

19.42.045 Density bonus for religious organizations.

- A. **Purpose.** To implement RCW 36.70A.545 and encourage the development of long-term affordable housing on property owned or controlled by religious organizations.
- B. **Applicability.** Developments meeting the requirements of RCW 36.70A.545 may request modifications to any of the development standards listed in subsection (C), below.
- C. **Modifications to development standards.** An applicant may request modification of the following development standards:
 - a. Allowed housing types (AMC 19.41.040 and .050). In residential zones, the next increment of higher-intensity residential building type is allowed in addition to the base residential type(s). Depending on the zone, the next increment of housing may include duplexes, triplexes, fourplexes, townhouses, or small multiplexes. Zone-specific limitations to location on alley-loaded lots and on maximum unit size do not apply to development proposed under this section.
 - b. Reduced setbacks, increased lot coverage, increased density and/or reduced minimize lot size or dimensions (AMC 19.42.020 and .030).
 - c. Reduced internal open space standards (AMC 19.62.040).
- D. **Criteria for granting request.** The Director may approve the requested modification(s) to development standards when an applicant demonstrates that:
 - 1. The modification is necessary to make the project financially or physically feasible while maintaining the required affordability level.
 - 2. The project is designed to minimize neighborhood impacts through sensitive site and building design.

19.42.050 Bonus incentives in the R4, C, and CBD zones.

- A. [no change]
- B. [no change]
- C. *Option 1: Small Units.* Developments where at least 50 percent of the total dwelling units contain no more than ~~600~~ 650 square feet of gross floor area qualify for the height bonus.
- D. [no change]

19.42.060 Bonus incentives in the CM zone.

[no change]

19.42.070 Bonus incentives in the MMU zone.

- A. [no change].
- B. Bonus Incentives in the Portion of the MMU Zone East of Q Avenue. *Buildings* integrating one feature from the list below have a bonus height limit addition of 10 feet above the base height limit. *Buildings* integrating two features from the list below have a bonus height limit addition of 20 feet above the base height limit.

Figure 19.42.070

Height bonus incentive features for the portion of the MMU zone east of Q Avenue.

1. – 3. [no change]

4. Provide space for a public park equal to at least 5 percent of the gross floor area of the applicable building, but not less than 10,000 square feet in area, on a site agreed upon by, and dedicated to, the city. The City may permit the owner to retain title if a city attorney-approved instrument guaranteeing permanent public access and ongoing maintenance is executed. The space should be configured and located so it is able to incorporate common municipal park features such as playgrounds, fitness areas, picnic areas, pavilions, etc. This feature qualifies for 2 bonus incentive elements, allowing up to 20 feet of additional building height above the base height limit.

5. – 12. [no change]

19.42.080 Minimum lot size calculations.

Minimum lot size calculations are based on net lot area, rather than gross lot area. The following areas are excluded from the minimum lot area calculations:

- A. Street right-of-way, or other areas reserved or dedicated for public use (such as parks, open space, and stormwater facilities).
- B. Submerged lands, landslide hazard areas and buffers, regulated wetlands and buffers, ~~and Types 1, 2, 3 and 4 streams, and buffers and Riparian Management Zones.~~

19.42.090 Minimum lot width circle calculation and exceptions.

[no change]

19.42.100 Density calculations.

[no change]

19.42.110 Lot coverage calculations, exceptions, and modifications.

[no change].

19.42.120 Building height calculations, exceptions, and modifications

- A. [no change]
- B. Exceptions. The following structures may be erected above the height limits established in Tables 19.42.020 and 19.42.030:
 - 1. Roof structure housing or screening elevators, stairways, tanks, rooftop wind generators, ventilating fans or similar equipment required for building operation and maintenance may exceed the height limit by:
 - a. Up to 10 feet in the R3, R3A, R4, R4A, mixed-use, and industrial zones, provided the area with the added height is limited to what is necessary to screen or enclose the use.
 - b. Up to ~~45~~ 17 feet on buildings over four stories in height where they allow access to shared roof decks that meet the requirements of AMC 19.62.040(B0(1)(e)), provided the area with the added height is limited to what is necessary to screen or enclose the use.

Such structures constructed for nonresidential or multifamily uses are subject to screening standards in AMC 19.62.070(E).

[no changes to remaining subsection]

C. Modifications.

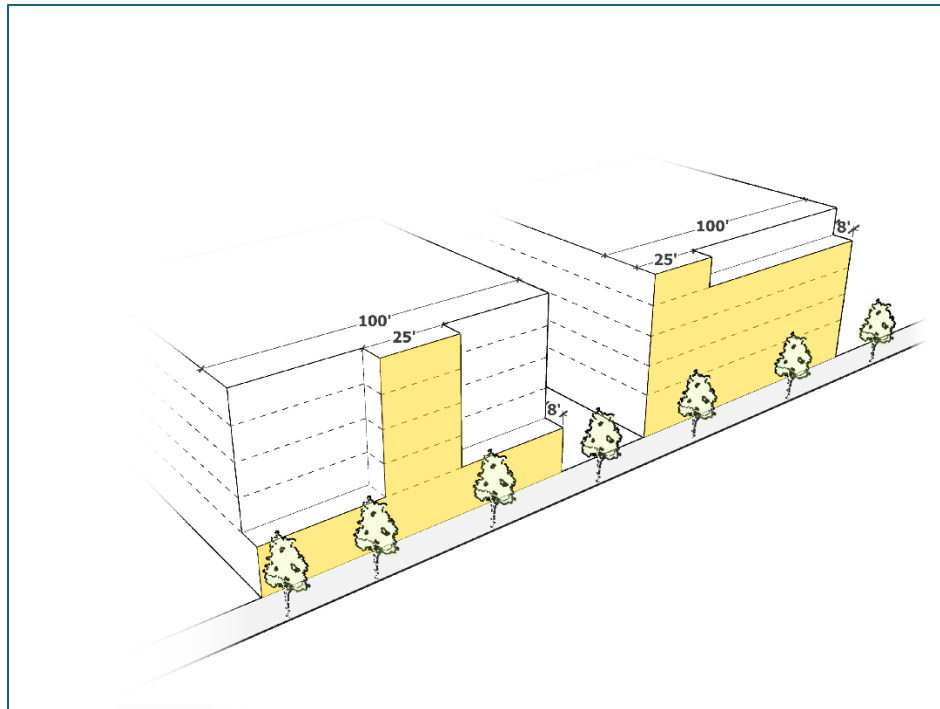
1. [no change]
2. [no change]
3. [no change]
4. [no change]
5. [no change]
6. [no change]
7. **CBD and MMU Zone ~~Setback~~ Stepback Requirements.** For buildings which exceed the maximum base height in the CBD and MMU zones, buildings must incorporate a minimum horizontal ~~setback~~ stepback of eight feet along at least 75 percent of the facade. The required ~~setback~~ stepback must be placed somewhere between the ground floor and the top floor. See Figure 19.42.120(C)(7) for an example.

Figure 19.42.120(C)(7)

~~Illustration of required building setbacks for tall buildings.~~

This figure illustrates two examples of tall buildings that comply with the horizontal stepback requirements. The left building features a stepback after the first floor, whereas the right building only steps back the top floor. In both buildings, 25% of the façade (length) does not include a stepback.

[replace the existing image with this new image:]



8. [no change]

19.42.130 Setback types and measurements.

[no change]

19.42.140 Permitted projections into required setbacks.

[no change]

19.42.150 Setback modifications.

- A. [no change]
- B. [no change]
- C. [no change]
- D. [no change]
- E. [no change]
- F. In the MS zone, development of new buildings on sites with a Storefront block frontage designation must follow the Storefront block frontage requirements for building placement instead of the 10' street setback stated in Table 19.42.030.

19.42.160 Old Town supplemental form and intensity standards.

[no change].

19.42.170 Aeronautical zone form and intensity standards.

[no change].

19.42.180 Public use zone form and intensity standards.

[no change]

- A. [no change]
- B. *Minimum Setback Requirements.* No minimum, except development is subject to the block frontage standards (AMC Chapter 19.61, Block Frontage Standards) and the setback standard of ~~AMC 19.42.160(B)~~; AMC 19.42.150(C).
- C. [no change]
- D. [no change]
- E. [no change]

Chapter 19.43, *Residential Uses*, is amended as follows:

Chapter 19.43 Residential Uses Standards

19.43.010 Categories of residential uses.

- A. *Household Living Use Category.* Residential occupancy of a dwelling unit by a household. Household living includes the following uses:
 - 1. Single-family.
 - 2. Single-family, small lot.
 - 3. Cottage housing.
 - 4. Duplex.

5. Triplex.
 6. Townhouse.
 7. Multifamily, four or more units.
 8. Live-work.
 9. Co-living housing.
- B. *Group Living Use Category.* Residential occupancy of a structure by a group of people that does not meet the definition of “household living.” Generally, group living facilities have a common eating area for residents and residents may receive care or training. Group living includes the following uses:
1. Adult family home.
 2. Assisted living facility.
 3. Nursing home.
 4. ~~Rooming house.~~
- C. *Supportive Living Use Category.* Residential facilities intended to house individuals and families experiencing homelessness, or at imminent risk of homelessness, and paired with on-site or off-site supportive services designed to maintain long-term or permanent tenancy, or to eventually transition the residents to independent living arrangements.
1. Emergency housing.
 2. Emergency shelter.
 3. Permanent supportive housing.
 4. Transitional housing.

19.43.020 Single-family.

- A. [no change]
- B. ~~District Zone~~-Specific Standards.
1. In the CBD and C zones, no new single-family residences may be constructed. Single-family uses are conditionally permitted in these zones if in an existing building that was a single-family residence at some time in its past.
 2. In the R4 zone, a single-family home may only be placed on a lot of record that is less than 6,000 square feet in size.
 3. In the LM1 zone, single-family uses are permitted only for existing platted lots. In no event will this allow a residential subdivision.
- C. [no change]
- D. [no change]

19.43.030 Single-family, small lot.

[no change].

19.43.040 Cottage housing.

- A. [no change]
- B. [no change]
- C. Standards.

1. [no change]
2. [no change]
3. Minimum and Maximum Number of Cottages.
 - a. Cottage housing developments must contain a minimum of three cottages.
 - b. Three to 12 cottage structures may make up a cluster. There is no limit on the number of clusters, provided all other standards are met.
 - c. ~~In the R3, R3A, R4, and R4A zones, attached duplex cottages are allowed.~~ Duplex cottages are allowed in all zones where cottage housing is allowed.

[no changes to remaining section]

19.43.050 Duplex.

- A. *Definition.* A building that is entirely surrounded by open space on the same lot and contains two dwelling units. A “small duplex” is a duplex in which each dwelling unit is limited to a maximum size, as identified in AMC 19.43.050(B)(2).
- B. Standards.
 1. [no change]
 2. Zone-Specific Standards.
 - a. R2, R2A, R3, R3A and OT Zones. The maximum unit size for ‘small duplexes’ is 1,400 sq. ft. gross floor area per unit.

[renumber remaining subsections]

- C. [no change]

19.43.060 Triplex.

- A. [no change]
- B. [no change]
- C. Zone-specific standards.
 1. R2A Zone.
 - a. Triplexes on a lot with alley access are permitted by right. Triplexes not located on a lot with alley access are prohibited.
 - b. Triplex units must have no more than 1,000 square feet gross floor area.
 2. Old Town Zone.
 - a. Triplexes on a lot with alley access are permitted by right. Triplexes not located on a lot with alley access are prohibited.
 - b. Triplex units must have no more than 1,000 square feet gross floor area.

[renumber remaining sections]

19.43.070 Townhouses.

- A. [no change]
- B. [no change]
- C. Zone-Specific Standards.
 1. R2A Zone.

- a. Townhouse structures with up to 4 attached units and located on a lot with alley access are permitted by right. Townhouse structures with more than 4 attached units or not located on a lot with alley access are prohibited.
- b. Townhouse units must have no more than 1,000 square feet gross floor area.

[renumber] 2. R3 and R3A Zone Standards. [no change]

[renumber] 3. Old Town.

- c. Townhouse structures with up to 4 attached units and located on a lot with alley access are permitted by right. Townhouse structures with more than 4 attached units or not located on a lot with alley access are prohibited.
- d. Townhouse units must have no more than 1,000] square feet gross floor area.

[renumber] 4. R4 and R4A Zone Standards. [no change]

[renumber] 5. In the MMU zone east of Q Avenue... [no change]

[renumber] 6. C Zone Standards. [no change]

D. Setbacks.

- 1. For minimum street setbacks, the greater setback applies from either the Landscaped block frontage standards of AMC 19.61.070 or the residential zone setbacks in Table 19.42.020. The minimum setbacks set forth in Table 19.42.020 apply to development frontage and external side and rear setbacks of the entire townhouse development.
- 2. For side and rear setbacks, see Tables 19.42.020 (residential zones) or 19.42.030 (mixed-use and industrial zones).
- 3. See AMC 19.42.130(C) for exemptions involving interior side setbacks for townhouses.

E. [no change]

F. [no change]

G. [no change]

H. [no change]

I. Usable Open Space. Townhouse dwelling units must provide open space at least equal to 10 percent of the gross floor area. The required open space may be provided by one or more of the following:

- 1. Private ground level open space that is directly adjacent and accessible to dwelling units. Such space must have minimum dimensions of at least 12 feet in one direction and 10 feet in other directions on all sides and be configured to accommodate human activity such as outdoor eating, gardening, toddler play, etc. Street setbacks may be used to meet this standard, provided they are defined with a fence (meeting standards of AMC Chapter 19.66, Fences, Walls and Hedges).

[no changes to remaining section]

19.43.080 Multifamily.

A. [no change]

B. [no change]

C. Zone-Specific Standards.

[no change to remaining section]

19.43.090 Multifamily, restricted.

[no change]

19.43.100 Live-work.

[no change]

19.43.110 Manufactured home.

[no change].

19.43.115 Co-Living housing

A. Definitions.

1. “Co-living housing” means a residential development with sleeping units that are independently rented and lockable and provide living and sleeping space, and residents share kitchen facilities with other sleeping units in the building. This definition does not preclude an option for sleeping units with bathrooms and/or kitchenettes.
2. “Sleeping unit” has the same meaning as defined in the adopted state building code.

B. Standards.

1. Room dimensions. Sleeping unit room dimensions must comply with the adopted state building code.
2. Design Standards. For the purpose of meeting the project design standards of Division 6 of this title, this use is considered a multifamily use when interpreting applicability provisions, except as provided in AMC 19.64 (Parking), which has use-specific parking requirements.

19.43.120 Adult family home.

- A. *Definition.* A residential home in which a person or persons provide personal care, special care, room, and board to more than one but not more than six adults who are not related by blood or marriage to the person or persons providing the services. An adult family home may provide services to up to eight adults upon approval from the Department of Social and Health Services under RCW 70.128.066. ~~RCW 70.128.140 provides that adult family homes are treated the same as single-family homes under applicable regulations.~~

B. Standards.

1. An adult family home must be licensed under Chapter 70.128 RCW.
2. Per RCW 70.128.140(1), each adult family home must meet applicable local licensing, zoning, building, and housing codes, and state and local fire safety regulations as they pertain to a single-family residence.

[no changes to remaining subsection]

19.43.130 Assisted living facility.

A. [no change]

B. Standards.

- ~~1. Density. For the purpose of calculating maximum density in residential zones, one assisted living facility dwelling unit is counted as one-half of a dwelling unit.~~
1. *Design Standards.* For the purpose of meeting the project design standards of Division 6 of this title, except for AMC Chapter 19.64, Parking, this use is considered a multifamily use when interpreting applicability provisions.
2. Zone-Specific Standards.
 - a. R3 Zone.

- (I) Assisted living facilities are limited to a maximum of 10 units or beds per facility.
- (II) Assisted living facilities must be separated from other assisted living facilities located in the zone by a minimum distance of 1,000 feet.
- (III) Porte cochere and similar features for passenger loading must be designed to accommodate vehicles no longer than 30'.
- (IV) A traffic mitigation plan must be submitted with the application. The plan must address traffic control, parking management (including the mitigation of overflow parking into adjoining residential areas), and traffic movement to the arterial street system.

C. [no change]

19.43.140 Nursing home.

- A. Definition. An establishment providing care for persons recovering from an illness or operation or persons made weak or disabled by illness or injury. Such establishments must be duly licensed by the state as a nursing home in accordance with current state statutes.
- B. Standards.
 - 1. Design Standards. For the purpose of meeting the project design standards of Division 6 of this title, except for AMC Chapter 19.64 Parking, this use is considered a multifamily use when interpreting the applicability provisions.

~~19.43.150 Rooming house.~~

- A. ~~Definition. A dwelling, with a central kitchen and with more than one but fewer than nine boarders, with no more than nine sleeping rooms.~~
- B. ~~Standards.~~
 - 1. ~~Design Standards. For the purpose of meeting the project design standards of Division 6 of this title, except for AMC Chapter 19.64, Parking, this use is considered a multifamily use when interpreting applicability provisions.~~

19.43.160 Supportive Housing (STEP Housing)

- A. **Definitions.**
 - 1. **Emergency Housing.** Emergency housing is temporary indoor accommodations for individuals or families who are homeless or at imminent risk of becoming homeless that is intended to address the basic health, food, clothing, and personal hygiene needs of individuals or families. Emergency housing may or may not require occupants to enter into a lease or an occupancy agreement. (RCW 36.70A.030(14))
 - 2. **Emergency shelter.** An emergency shelter is a facility that provides temporary shelter for individuals or families who are currently homeless. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement. Emergency shelter facilities may include day and warming centers that do not provide overnight accommodations. (RCW 36.70A.030(15))
 - 3. **Permanent supportive housing.** Permanent supportive housing is subsidized, leased housing with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy and utilizes admissions practices designed to use lower barriers to entry than would be typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors. Permanent supportive housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was imminent risk of homelessness prior to moving into housing to retain their housing and be a successful tenant in a housing arrangement, improve the resident's health status, and connect the resident of the housing

with community-based care, treatment, or employment services. Permanent supportive housing is subject to all of the rights and responsibilities defined in chapter 59.18 RCW. (RCW 36.70A.030(31))

4. **Transitional housing.** Transitional housing is a project that provides housing and supportive services to homeless persons or families for up to two years and that has as its purpose facilitating the movement of homeless persons and families into independent living. (RCW 84.36.043)

B. **Purpose.** The purpose of these regulations is to:

1. Ensure compliance with the Washington State Growth Management Act and other laws.
2. Support implementation of Anacortes' comprehensive plan.
3. Encourage the development of emergency housing, emergency shelters, permanent supportive housing and transitional housing consistent with best practices for these development types to help address local housing needs.
4. Direct STEP development to areas with existing amenities, like jobs, services, and transit, to ensure occupants have access to opportunities.
5. Protect the health, safety and welfare of the individuals served by these development types and the broader community.

C. **Standards.** STEP Housing is subject to the following standards:

1. **Permanent supportive housing and transitional housing** are subject to the same development standards as the "household living" dwelling type/ form proposed (e.g. single family, duplex, triplex, multifamily, etc.) in the respective zone, consistent with RCW 36.130.020, except for AMC 19.64 *Parking* and except for AMC 19.62.040 *Internal open space*.
2. **Emergency shelters and emergency housing** are considered multifamily for the purpose of meeting project design standards in Division 6, except for AMC 19.64 *Parking* and except for AMC 19.62.040, *Internal open space*.
3. **Modifications.** The Director may modify one or more standards referenced in these standards only if the applicant submits a description of the standard to be modified and demonstrates how the modification would result in a safe supportive housing facility and benefit the community under the specific circumstances of the application. In considering whether the modification should be granted, the Director must first consider the effects on the health and safety of the housing facility residents and the neighboring community. Modifications must not be granted if they would result in an adverse impact on the residents of the supportive housing facility or the broader community.

Chapter 19.44, *Commercial Uses*, is amended as follows:

Chapter 19.44 Commercial Uses

19.44.010 Day care.

[no change]

19.44.020 General service.

[no change]

19.44.030 Medical.

[no change]

19.44.040 Office

[no change]

19.44.050 Overnight lodging.

[no change]

19.44.060 Parking.

[no change]

19.44.070 Passenger terminal.

[no change]

19.44.080 Personal service.

[no change]

19.44.090 Recreation, indoor.

A. [no change]

B. Zone-Specific Standards.

1. LM1 and I zones. Limited indoor recreation facilities, including but not limited to fitness centers, gyms, climbing gyms, martial arts studios, and indoor sports courts (e.g. basketball, volleyball) may be permitted when the Director finds that following criteria are met:
 - a. Recreational uses must be designed to minimize conflicts with adjacent industrial operations, including noise, truck access, and hours of operation.
 - b. The maximum occupancy for such facilities does not exceed 30 people, unless the applicant demonstrates that a larger occupancy will neither disrupt surrounding industrial operations nor significantly reduce the land available for industrial uses.

[renumber remaining subsection]

19.44.100 Recreation, outdoor.

[no change].

19.44.110 Restaurant/bar.

[no change].

19.44.120 Retail sales.

A. [no change]

B. [no change]

C. [no change]

D. [no change]

E. [no change]

F. [no change]

G. In the MS zone, up to 6,000 sq. ft. NFA is permitted outright (P) on the ground floor abutting Commercial Ave. south of 2nd St.

19.44.130 Vehicle sales/rental.

[no change].

Chapter 19.45 Industrial uses

[no changes]

Chapter 19.46 Public, Institutional, and Open Space Uses

[no changes]

Chapter 19.47, Accessory Uses & Structures, is amended as follows:

Chapter 19.47 Accessory Uses & Structures

19.47.010 Generally.

[no change].

19.47.020 Accessory structures.

[no change].

19.47.030 Accessory Dwelling Units

A. Definitions.

- ~~1. A second dwelling unit attached or detached from the primary residential unit on a lot.~~
"Accessory dwelling unit" (ADU) means a dwelling unit located on the same lot as a single-family housing unit, duplex, triplex, townhome, or other housing unit.
2. "Attached accessory dwelling unit" means an accessory dwelling unit located within or attached to a single-family housing unit, duplex, triplex, townhome, or other housing unit. ADUs that are attached by a breezeway or open air covered area are not considered attached for the purposes of this section.
3. "Detached accessory dwelling unit" means an accessory dwelling unit that consists partly or entirely of a building that is separate and detached from a single-family housing unit, duplex, triplex, townhome, or other housing unit and is on the same property.
4. "Dwelling unit" means a residential living unit that provides complete independent living facilities for one or more persons and that includes permanent provisions for living, sleeping, eating, cooking and sanitation.
5. "Gross floor area" means the interior habitable area of a dwelling unit including basements and attics but not including a garage or accessory structure.
6. "Principal unit" means the single-family housing unit, duplex, triplex, townhome, or other housing unit located on the same lot as an accessory dwelling unit.

- B. Purpose. The purpose of ~~an accessory dwelling unit~~ this chapter is to implement the requirements of RCW 36.70A.680 and .681.

~~Purpose. The purpose of an accessory dwelling unit is to:-~~

- ~~1.—Add affordable units to existing housing and make housing units available to moderate-income people who might otherwise have difficulty finding homes within the city.~~
- ~~2.—Promote the development of additional housing options in residential neighborhoods that are appropriate for people at a variety of stages of their lives.~~
- ~~3.—Provide homeowners with a means of obtaining, through tenants in either the accessory dwelling unit or the principal residence, rental income, companionship, or security.~~
- ~~4.—Protect neighborhood stability, property values, and the character of the neighborhood.~~

- C. Standards and Criteria.

- ~~1.~~ Quantity and Where Allowed. Up to two ADUs are allowed on all lots that are located in zones that allow for single-family homes per AMC Table 19.41.040.

~~When and Where Permitted. An ADU may be established in any zone on a lot with a single-family residence. An ADU may be created by any one or combination of the following methods:~~

- ~~a.—Alteration of interior space of an existing residence.~~
 - ~~b.—Conversion of an attic, basement, attached or detached garage, or other portion of a residence.~~
 - ~~c.—Addition of a living area enclosed within the principal building.~~
 - ~~d.—Construction of a detached living area.~~
 - ~~e.—Associated with the construction of a new single-family dwelling (where permitted).~~
- ~~2.~~ ADU Configuration. -ADUs may be established in the following configurations:
- a. One attached ADU and one detached ADU;
 - b. Two attached ADUs; or
 - c. Two detached ADUs, which may be comprised of either one or two detached structures.
 - ~~d. Alteration of interior space of an existing residence.~~
 - ~~e.—Conversion of an attic, basement, attached or detached garage, or other portion of a residence.~~
 - ~~f.—Addition of a living area enclosed within the principal building.~~
 - ~~g.—Construction of a detached living area.~~
 - ~~h.—Associated with the construction of a new single-family dwelling (where permitted).~~
- ~~3.—Number. Each single-family residential unit may have only one ADU.~~
- ~~4.—Subdivision. ADUs must not be subdivided or otherwise segregated in ownership from the principal dwelling unit.~~
- ~~5.~~ Form and Intensity Standards. ADUs are subject to the following form and intensity standards:
- a. Maximum ADU Size. The An ADU may not exceed 900-1,000 square feet gross floor area.
 - b. Minimum lot size. To establish A lot with an ADUs may be permitted on a lot that meets the minimum lot size requirement for the principal unit.
 - c. Maximum Height. The maximum building height for a detached ADU is 25-feet. Attached ADUs are part of the principal unit; the maximum building height restrictions for the principal unit apply for attached ADUs.

d.—ADUs enclosed within the principal building are subject to the height limits for the applicable zone in Tables 19.42.020 and 19.42.030.

e.—Height limits for detached ADUs are:

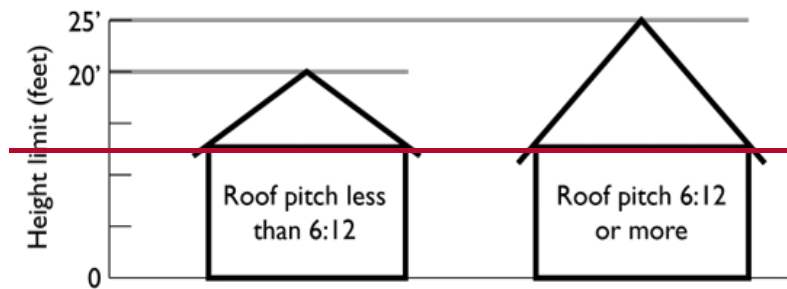
(i)—Twenty feet where the roof pitch is less than 6:12.

(ii)—Twenty-five feet where the roof pitch is 6:12 or greater.

Exception: ADU height and roof pitch adjustments may be needed for structures to comply with the 45-degree height/setback plane provisions in subsection (C)(6)(a) of this section.

Figure 19.47.030(C)(5)

Height limits for detached ADUs.



f. [renumber] Minimum Setbacks and Siting Requirements. ADUs must comply with minimum setbacks for the principal unit, except that: enclosed within the principal building are subject to the setback requirements for the applicable zone. Standards for detached ADUs (whether or not they are attached to a garage) are subject to the following setback requirements:

g.—Minimum interior side setback: five feet, except that from a height of 15 feet at the five-foot minimum interior side setback, buildings must step back at a 45-degree angle away from the interior side or rear property line as shown in Figure 19.47.030(C)(6) below:

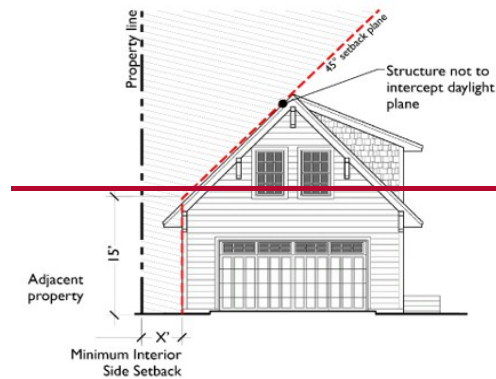
(A) Detached accessory dwelling units may be sited at a lot line if the lot line abuts a public alley, unless the city routinely plows snow on the public alley. If the ADU contains a garage or carport, the garage door side or vehicle entry to the carport must be on the side of the building that is perpendicular to the alley, or said entries must be setback 10 feet from the alley property line. Adequate vehicular access must be provided to entries that are perpendicular to the alley.

(B) Minimum rear setback (to alley property line): zero feet, except where garage doors or a carport faces the alley, the structure must be set back a minimum of 10 feet from the alley property line to allow adequate turning distance for vehicles.

h.—Detached ADUs must be located consistent with the minimum usable open space standards of AMC 19.43.030, regardless of lot size.

Figure 19.47.030(C)(6)

Height/setback plane for detached accessory dwelling units along interior side setbacks.



- i. Maximum lot coverage. A lot with an ADU must comply with maximum lot coverage requirements for the zone.
 - j. Minimum landscaped area. A lot with an ADU must comply with the minimum landscaped area for the principal unit.
6. Residential Use Standards. ADUs must meet the residential use standards that are applicable to the principal unit per AMC 19.43.
 7. Living Facilities. At a minimum, an accessory dwelling unit includes a bathroom, kitchen, and separate exterior access. Conversion of existing structures. ADUs may be converted from existing structures (in existence prior to the effective date of the ordinance), including but not limited to detached garages, even if the existing structure violates current code requirements for setbacks, lot coverage, or gross floor area.
 8. Parking. A minimum of three parking spaces must be provided for the principal and accessory dwelling units. One off-street parking space per ADU is required. Where paved on-street parking meeting city standards is available abutting the lot, it may satisfy applicable ADU parking requirements. only two off-street spaces must be provided for the principal and accessory dwelling units.
 9. Connection to public sewer. ADUs are prohibited on properties not served by public sewer.
 10. ADUs are subject to the public health, safety, building code, and environmental permitting requirements that are applicable to the principal unit unless specifically stated otherwise in this section.
 11. Entrance. The entrance to the ADU must not be on the same side of the structure as the entrance to the principal residence, except when such entrance is not visible from the street as determined by the Director.

Exception: If an ADU is created within an existing residence which already has more than one existing exterior door on the same side, an existing door may be utilized for the ADU.

19.47.050 Caretaker residence.

[no change].

Chapter 19.48 Temporary Uses

[no change]

Chapter 19.49 Nonconforming Uses and Structures

[no change]

Division 5. Community Design

Chapters

- 19.50 Introduction
 - 19.51 Public Street Improvements Required
 - 19.52 Public Street Design
 - 19.53 Private Driveways and Access
 - 19.54 Subdivision Design and Block Structure
 - 19.55 Underground Utilities
-

Chapter 19.50, *Introduction*, is amended as follows:

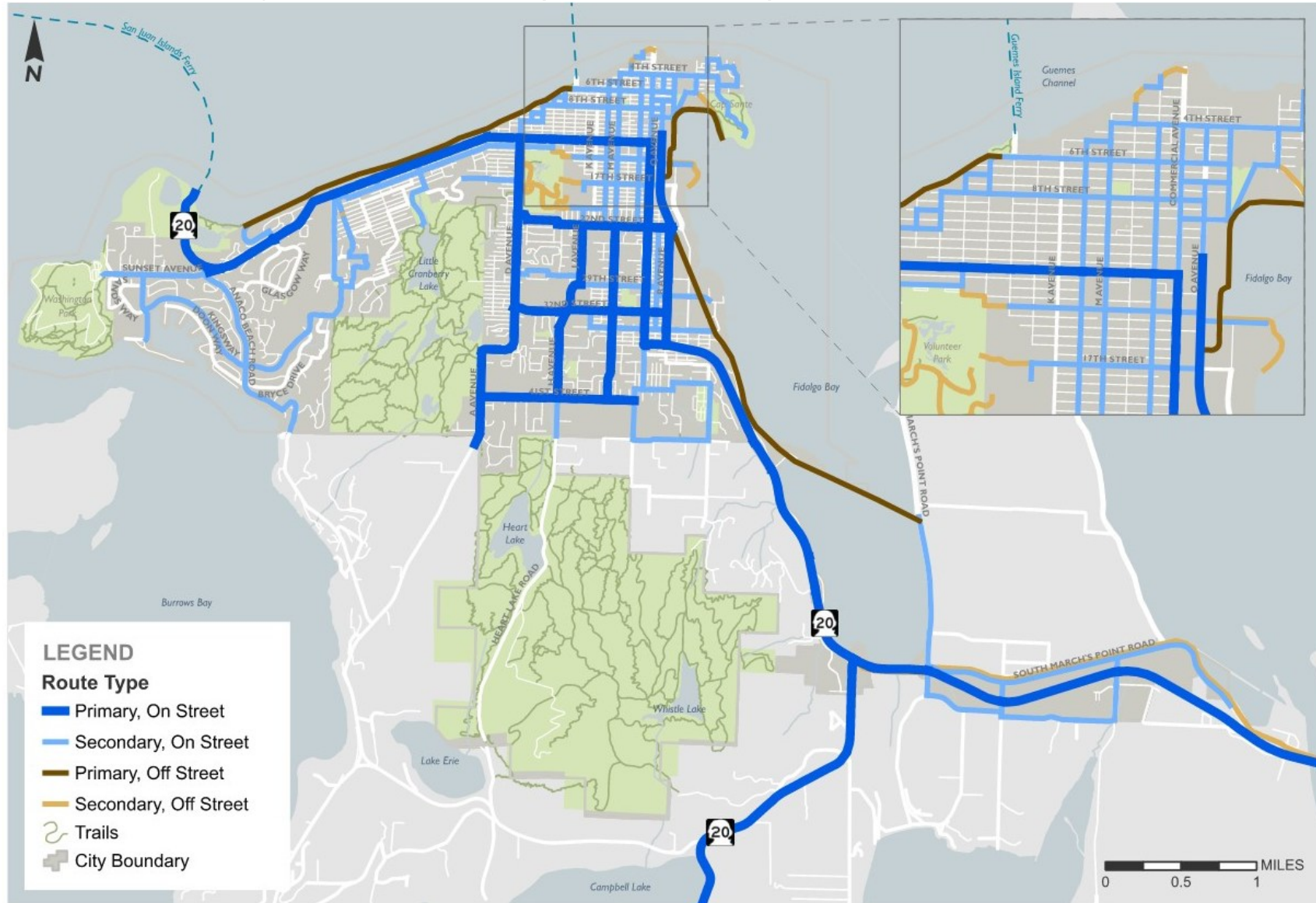
Chapter 19.50 Introduction

19.50.010 Purpose.

This division was authorized by the City Council as a major implementation tool of Anacortes's comprehensive plan. Overall, this division intends to:

- A. Provide clear objectives for those embarking on the planning and design of development projects in Anacortes.
- B. Preserve and protect the public health, safety, and welfare of the citizens of Anacortes.
- C. Promote and accomplish the goals, policies, and objectives of the Anacortes comprehensive plan.
- D. Upgrade the character and visual appearance of Anacortes.
- E. Promote increased pedestrian and bicycling use throughout the city with the completion of the Active Transportation Network, illustrated in Exhibit A below.

19.50.010 E. Exhibit A: City of Anacortes Active Transportation Network Map



19.50.020 Applicability.

[no change]

19.50.030 Relationship to other street design plans and standards.

[no change]

Chapter 19.51, *Public street improvements required*, is amended as follows:

Chapter 19.51 Public street improvements required

19.51.010 Purpose.

[no change]

19.51.020 Applicability.

[no change]

- A. [no change]
- B. [no change]
- C. [no change]
- D. [no change]
- E. [no change]
- F. A change of use to a more intensive use of property that will result in increased impact (as determined by the Director) to the transportation system, based on the most recent edition of the Trip Generation Manual published by the Institute of Transportation Engineers (ITE) for the land use, or other source approved by the city.
- G. [no change]
- H. When a nonresidential, multifamily, townhouse, or cottage development establishes internal roadway streets for the purpose of complying with the block design and connectivity standards of AMC 19.54.020.

19.51.030 Minimum street improvement requirements.

- A. Typical Requirements for Right-of-Way (ROW). The Public Works Director or designee must determine required improvements based on the standards and criteria in this chapter, and the Anacortes engineering design standards. Required improvements must be located within the public ROW and/or the block frontage. Typical required public improvements include the following:
 - 1. Paved roadway street.

[no changes to remaining section]

19.51.040 Extent of required improvements.

[no change]

- A. [no change]
- B. Sidewalks Extended. Sidewalks or pedestrian facilities must be extended to connect to existing ADA-compliant pedestrian facilities where practical and reasonable, as determined by the Public Works Director.
- C. [no change]
- D. [no change]
- E. Replacement of Damaged or Substandard Existing Improvements. For properties that have existing improvements within the adjacent public right-of-way, the applicant must remove and replace any damaged, substandard, or nonconforming improvements in conjunction with development of the property. Replacement includes, but is not limited to, cracked curbs, gutters, landscape strips, sidewalks, storm drainage infrastructures, barrier-free ramps at street intersections, nonconforming driveway accesses, and installation of street trees, and ADA-compliant sidewalks, driveway accesses, and curb ramps at mid-block street and intersection crossings.
- F. [no change]

19.51.050 Dedication of right-of-way.

[no change]

19.51.060 Modifications, deferments, waivers, and construction-in-lieu.

- A. [no change]
- B. [no change]
- C. [no change]
- D. [no change]
- E. [no change]
- F. Sidewalk Street Frontage Construction-in-Lieu Program.
 1. This subsection establishes circumstances in which the applicant may propose an off-site street frontage sidewalk construction on the Active Transportation Network (19.50.010 E. Exhibit A) in lieu of installing on-site street improvements in the ROW abutting the subject property. The city may accept off-site street frontage sidewalk construction in lieu of installing on-site sidewalks in any of the following circumstances:
 - a. The installation of the required improvement would require substantial on-site roadway modifications.
 - b. The Public Works Director determines that installation of the required improvement would result in a safety hazard.
 - c. Other unusual circumstances preclude the construction of the improvements as required.
 - d. The improvements would not be extended past the property in the future, due to adjacency of critical areas, Anacortes community forest lands, or similar attribute or land designation.
 2. In each instance where the city approves a proposed street frontage sidewalk construction-in-lieu under the provisions of this section, the value of the street frontage sidewalk construction-in-lieu must be no less than the then-estimated cost of constructing the street frontage improvements that would otherwise be required under this chapter, based on information compiled and kept current by the Public Works Department on the cost of street frontage improvement construction.
 3. [no change].

4. [no change]

G. [no change]

19.51.070 Timing of improvements and bonding.

A. [no change]

B. [no change]

C. All improvements begun by the applicant must be completed. Once the applicant has begun making improvements, the applicant is not ~~be~~ eligible for submitting a guarantee to the city to cover the incomplete improvements.

D. [no change]

E. [no change]

Chapter 19.52, *Public Street Design*, is amended as follows:

Chapter 19.52 Public Street Design

19.52.010 Purpose.

No change.

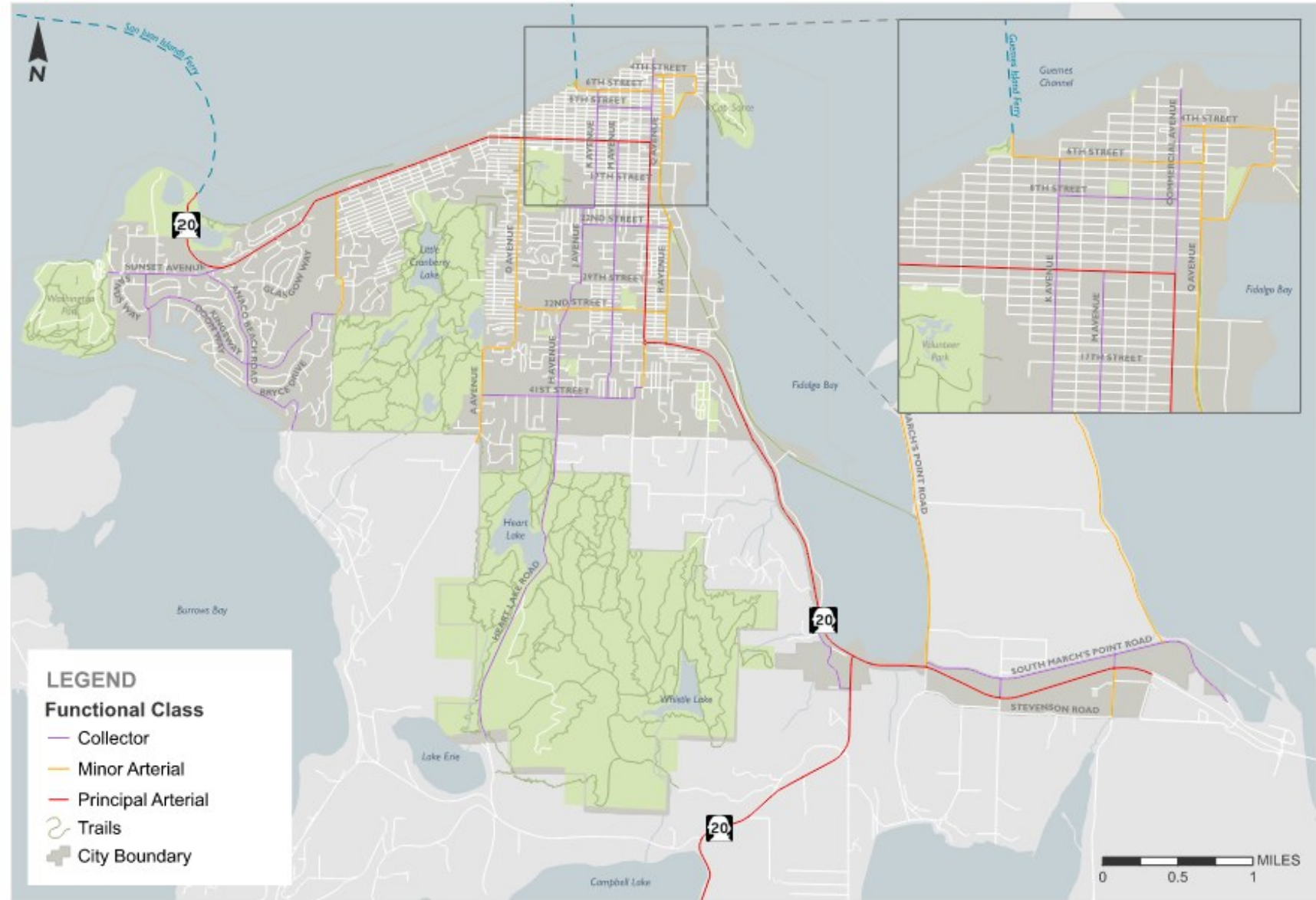
19.52.020 Applicability.

No change.

19.52.030 City street classification system.

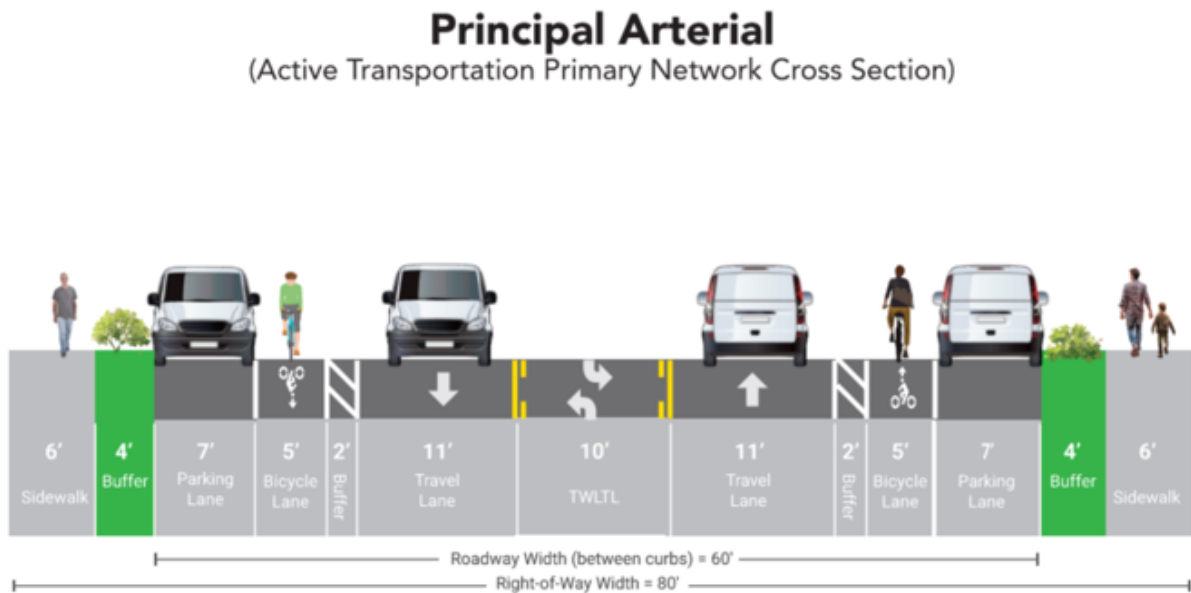
A. Functional Classification. The transportation element of the Anacortes comprehensive plan designates public right-of-way and streets based on their functional classification and must be consulted to determine which standards in this chapter apply. The following roadway classification types are illustrated in Exhibit A and designated in Tables 19.52.030, B.1 through B.4., below:

19.52.030 A. Exhibit A: City of Anacortes Functional Classification Map



1. Principal Arterials. Streets that have a primary function of carrying traffic to and from major traffic generators and provide major connections to the regional arterial system.
 - a. Principal arterials within the City include the following streets:
 - (I) Commercial Avenue, between SR 20 and 12th Street
 - (II) 12th Street, between A Avenue and Commercial Avenue
 - (III) Oakes Avenue, between Ferry Terminal and A Avenue
 - b. Figure 1. below presents the typical Principal Arterial cross section on the Primary Active Transportation Network.

Figure 1. Principal Arterial Cross-Section – Primary Active Transportation Network



- c. Exceptions from principal arterial standards

- (I) Commercial Avenue (SR 20 Spur from SR 20 to 12th Street)

The cross section shown above has been developed primarily to address the segment of Commercial Avenue between 12th Street and SR 20, which currently provides a 60-foot roadway (curb-to-curb) width within an approximate 80-foot right-of-way. To fit all the elements above within the existing 60-foot roadway width, the parking lanes have been reduced to 7 feet (from the 8-foot preferred width) and the center two-way left-turn lane (TWLTL) has been reduced to 10 feet (from the preferred 11-foot width). Alternative options would be to remove parking along one side of the roadway and widen the parking and center turn lane to the preferred widths. Additionally, to fit within the existing 80-foot ROW, the landscaped buffer has been reduced to 4 feet (from the preferred 6-foot width).

- (II) 12th Street and Oakes Avenue

Several segments of both 12th Street and Oakes Avenue have been widened to provide a 3-lane cross-section, however the majority of the corridors continue to operate as a 2-lane cross section. Most segments of 12th Street and Oakes Avenue

will need to be widened to accommodate the additional travel lane. When the road is widened, parking along segments of 12th Street and Oakes Avenue should be provided along segments with land uses fronting the roadway; however, limited ROW may prevent this from occurring. In these cases, parking may be removed from the cross-section shown in Figure 1 to provide a 46- foot roadway within a 66- foot ROW, with approval from the Public Works Director. Where the 66-foot ROW cannot be achieved, the landscaped buffers can be reduced or removed entirely (the 6-foot sidewalk should be maintained).

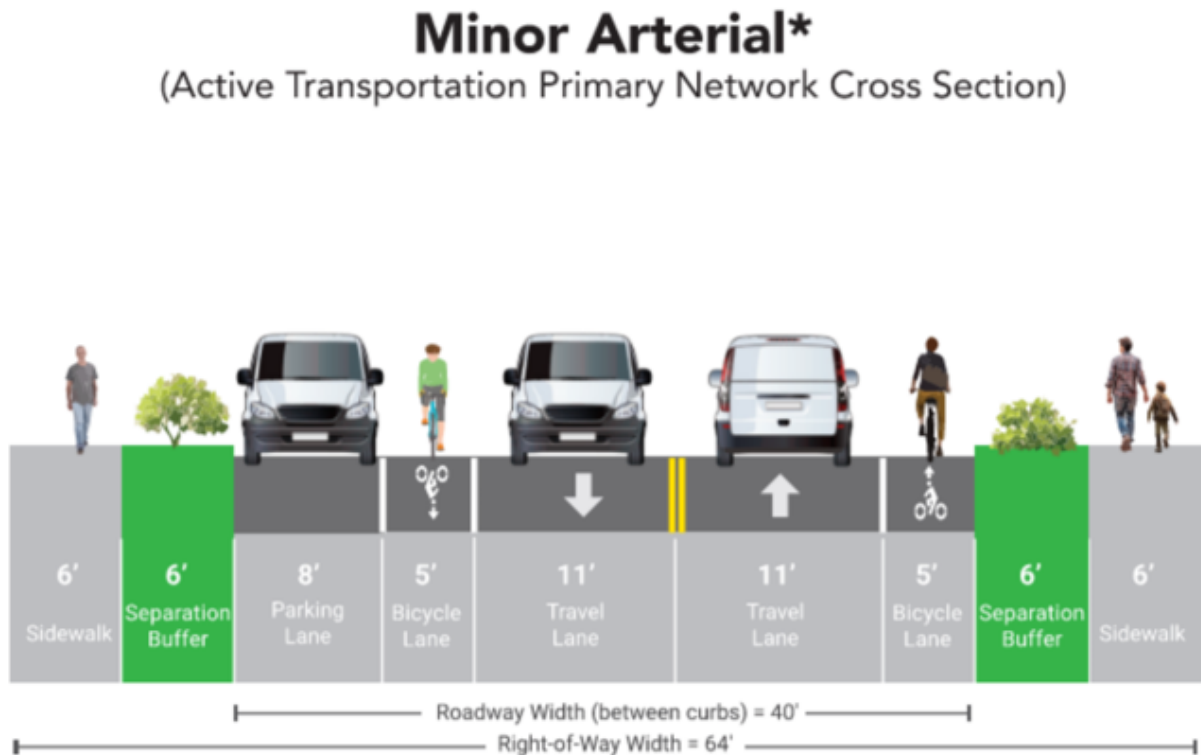
2. Minor Arterials. Streets that provide movement of through traffic, but also provide considerably more access for local traffic that originates in or is destined to commercial, retail, or activity centers along a corridor.

- a. Minor arterials within the City include the following streets:

- (I) Anacopper Mine Road, between Oakes Avenue and Pennsylvania Avenue
- (II) A Avenue, between 37th Street and City limits
- (III) D Avenue, between 12th Street and 37th Street
- (IV) Q Avenue, between 4th Street and 22nd Street
- (V) R Avenue, between 22nd Street and SR 20
- (VI) T Avenue, between 4th Street and 6th Street
- (VII) Market Street, between 6th Street and 9th Street
- (VIII) 4th Street, between M Avenue and T Avenue
- (IX) 6th Street, between I Avenue and Q Avenue and between Market Street and T Avenue
- (X) 9th Street, between Q Avenue and R Avenue
- (XI) 32nd Street, between R Avenue and D Avenue
- (XII) 37th Street, between A Avenue and D Avenue
- (XIII) March's Point Road, between SR 20 and South March's Point Road (east intersection)
- (XIV) Reservation Road, between SR 20 and Stevenson Road

- b. Figure 2. below presents the typical Minor Arterial cross section on the Primary Active Transportation Network.

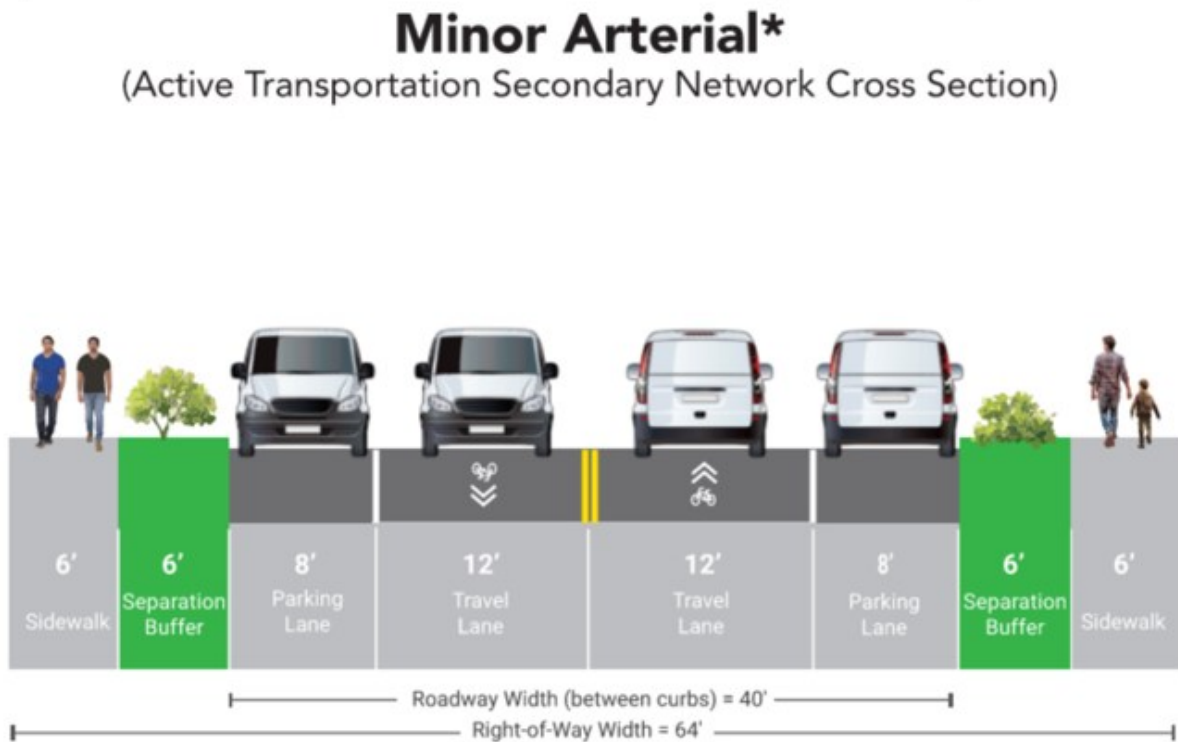
Figure 2. Minor Arterial Cross-Section – Primary Active Transportation Network



*Left-turn pockets provided at key intersections as necessary

- c. Figure 3. below presents the typical Minor Arterial cross section on the Secondary Active Transportation Network.

Figure 3. Minor Arterial Cross-Section – Secondary Active Transportation Network



*Left-turn pockets provided at key intersections as necessary

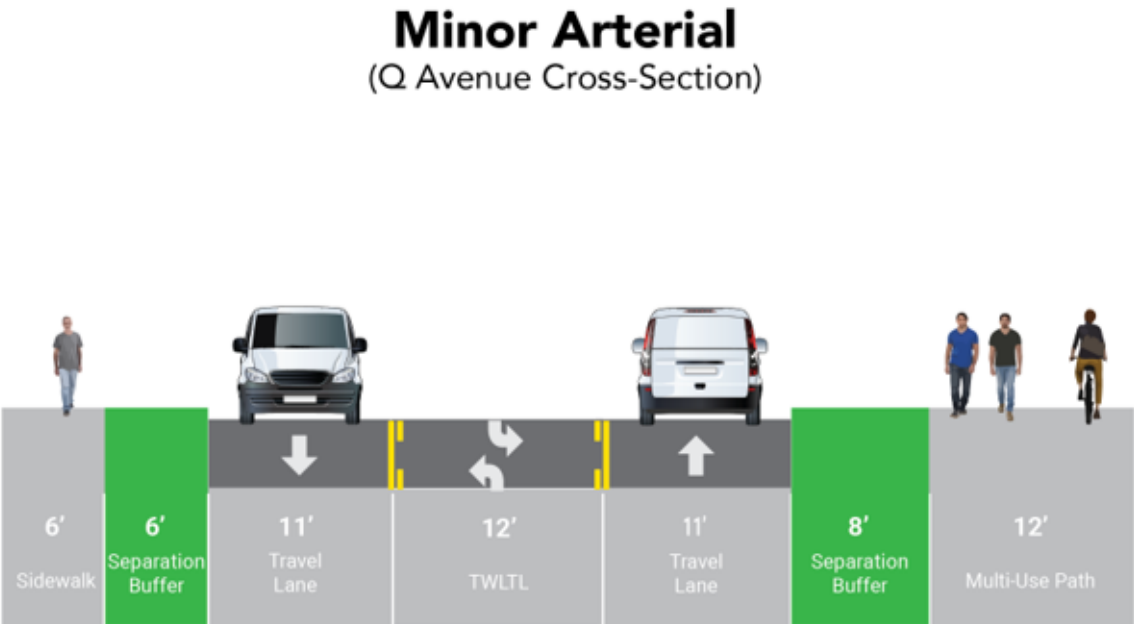
Note: The Minor Arterial cross section for roadways not on the Active Transportation Network is the same as above without the sharrows.

d. Exceptions from minor arterial standards

(I) Q Avenue

Q Avenue provides a unique cross section compared to other Minor Arterial streets due to its proximity to marine land uses. The segment of Q Avenue between 9th Street and 22nd Street is constructed to provide a 3-lane cross section within a 34-foot roadway. The standard cross section for Q Avenue provides an 11-foot travel lane in each direction separated by a 12-foot center lane occupied by left-turn pockets, a TWLTL, or a raised median. A 12-foot multi-use path (MUP) is provided along the east side of this roadway between 11th Street and 22nd Street. The standard cross-section for Q Avenue is shown in Figure 4.

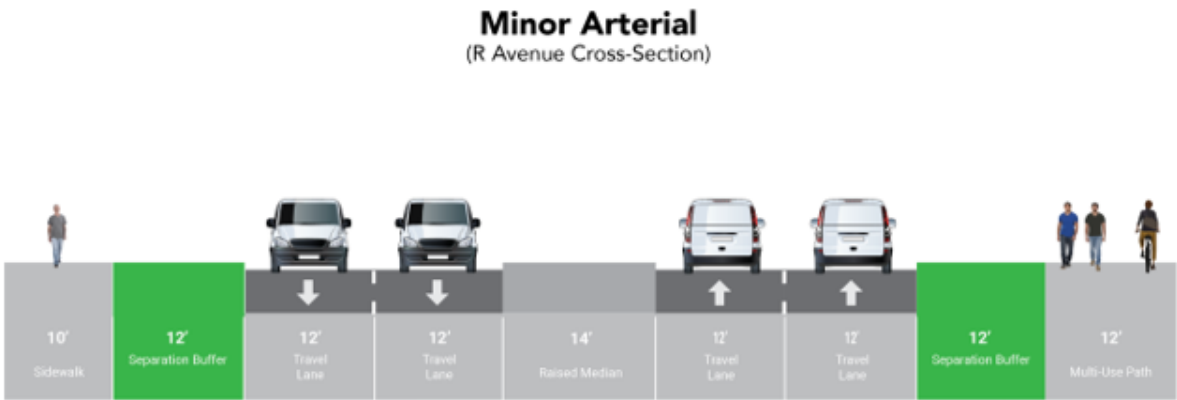
Figure 4. Minor Arterial Cross-Section – Q Avenue



(II) R Avenue

R Avenue also provides a unique cross section compared to other Minor Arterial streets as it connects marine and industrial land uses within the City to the state highway network via SR 20. The segment of R Avenue between 22nd Street and SR 20 is constructed to provide a 4-lane cross-section divided by a raised median. The standard cross section for R Avenue includes two 12-foot travel lanes in each direction separated by an approximate 14-foot median. A 12-foot multi-use path (MUP) is provided along the east side of this roadway between 22nd Street and 34th Street. The standard cross-section for R Avenue is shown in Figure 5.

Figure 5. Minor Arterial Cross-Section – R Avenue



e. Commercial Avenue (Downtown/Old Town)

North of 12th Street, Commercial Avenue transitions from a Principal Arterial to a Minor Arterial. This segment of Commercial Avenue serves as the primary roadway through Downtown Anacortes. The context of this roadway requires a unique cross-section which differs from the standard cross-sections shown in Figures 2 and 3. This segment of Commercial Avenue provides a 52-foot roadway (curb-to-curb) within a 76-foot ROW. Within this cross-section, each direction provides an 11-foot travel lane, a 5-foot bicycle lane, a 3-foot striped buffer (between the bicycle lane and parking), and a 7-foot parking lane. In addition, per Anacortes Municipal Code (AMC) Section 19.61 requires that the 12-foot sidewalks (including a clear/buffer zone with street trees).

f. March's Point Streets

Minor Arterial streets north and south of SR 20 near March's Point (March's Point Road and Reservoir Road) serve primarily industrial uses. Given the mix of and distance between land uses in this area, these streets may not require the same cross-sectional elements as typical Minor Arterial streets. Based on the discretion of the Public Works Director, Minor Arterials in this area of the City may or may not be required to provide the sidewalk, separation buffer, and parking facilities shown in Figure 3.

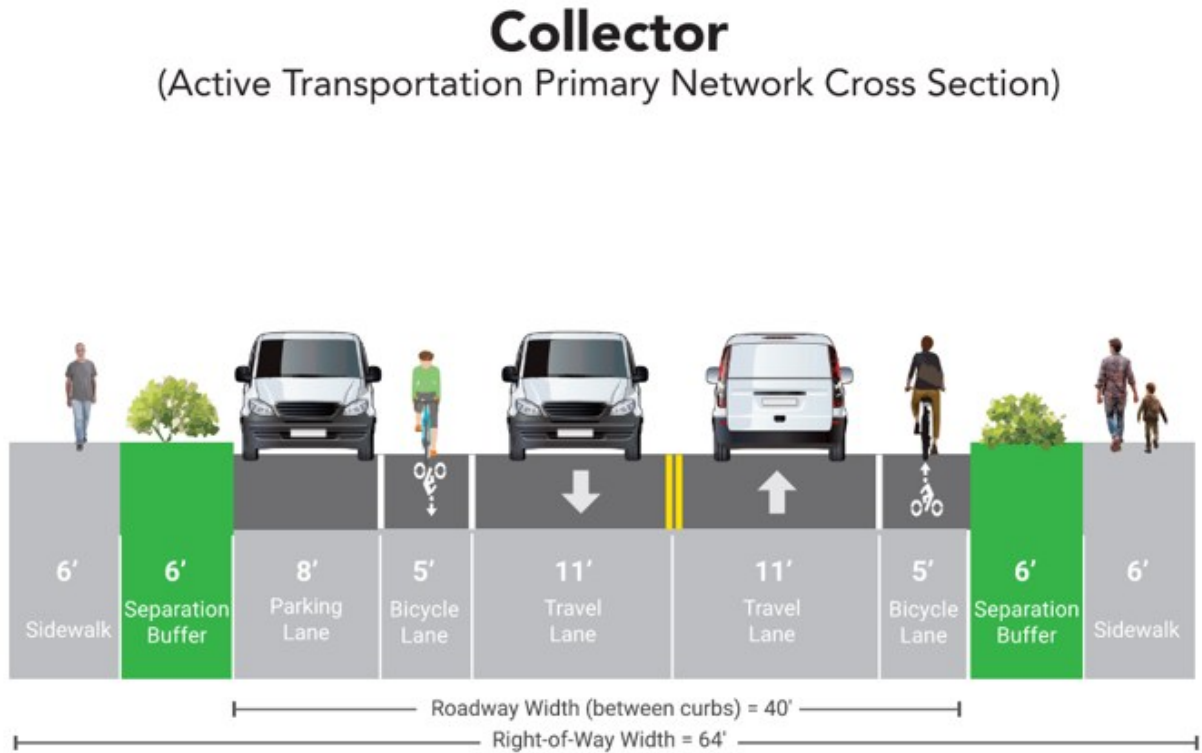
3. Collectors. Streets that assemble and concentrate residential traffic and direct it toward the higher order arterial system.

a. Collectors within the City include the following streets:

- 1) Skyline Way, between Sunset Avenue and Cabana Lane
- 2) Anaco Beach Road, between Sunset Avenue and City limits
- 3) Heart Lake Road, between 41st Street and City limits
- 4) H Avenue, between 32nd Street and 41st Street
- 5) I Avenue, between 29th Street and 32nd Street
- 6) J Avenue, between 22nd Street and 29th Street
- 7) K Avenue, between 8th Street and 22nd Street
- 8) M Avenue, between 8th Street and 41st Street
- 9) Commercial Avenue, between SR 20 and Fidalgo Avenue
- 10) Sunset Avenue, between Washington Park and Oakes Avenue
- 11) Kingsway, between Skyline Way and 33rd Street
- 12) 8th Street, between K Avenue and Commercial Avenue
- 13) 22nd Street, between J Avenue and R Avenue
- 14) 41st Street, between A Avenue and O Avenue
- 15) South March Point Road, between March Point Road and City limits
- 16) Fidalgo Bay Road, between SR 20 Spur and Scandia Court
- 17) Scandia Court between Fidalgo Bay Road to Old Brook Lane
- 18) Old Brook Lane, between Scandia Court and SR20
- 19) Thompson Road, between South March Point Road and SR 20
- 20) Reservation Road, between South March Point Road and SR 20

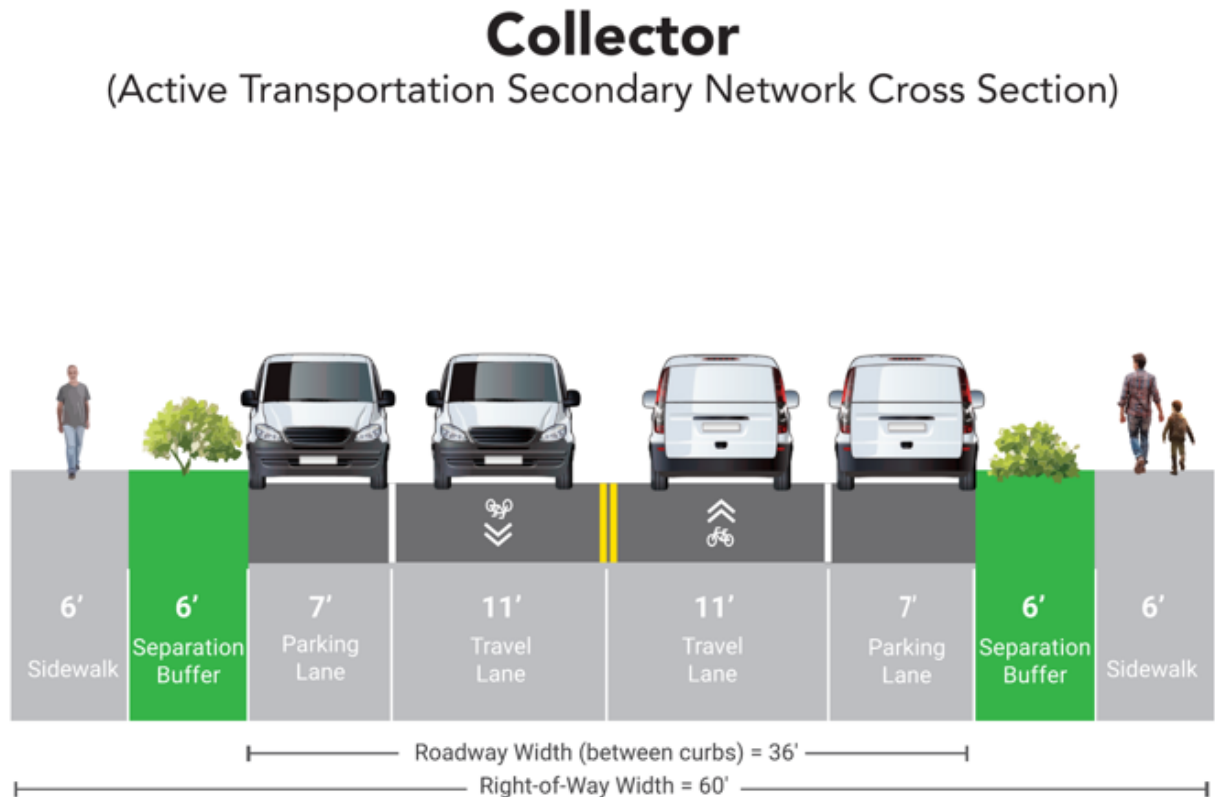
b. Figure 6. below presents the typical Collector Arterial cross section on the Primary Active Transportation Network.

Figure 6. Collector Cross-Section – Primary Active Transportation Network



c. Figure 7. below presents the typical Collector Arterial cross section on the Secondary Active Transportation Network.

Figure 7. Collector Cross-Section – Secondary Active Transportation Network



Note: The Collector cross section for roadways not on the Active Transportation Network is the same as above without the sharrows.

1) Exceptions from collector arterial standards

a) J Avenue

J Avenue between 22nd Street and 29th Street currently provides a 36-foot roadway (curb-to-curb) with one-travel lane and on-street parking in both directions. The unique context of this roadway allows for an exception to the typical bicycle facility standard of 5-foot bike lanes for Primary Network roads. Sharrows are provided to accommodate bicycle travel. However, the reconstruction of the east sidewalk and planter strip into a 10-12-foot-wide multi-use path, separated from the roadway, while retaining on-street parking, is the planned future cross section.

b) H Avenue

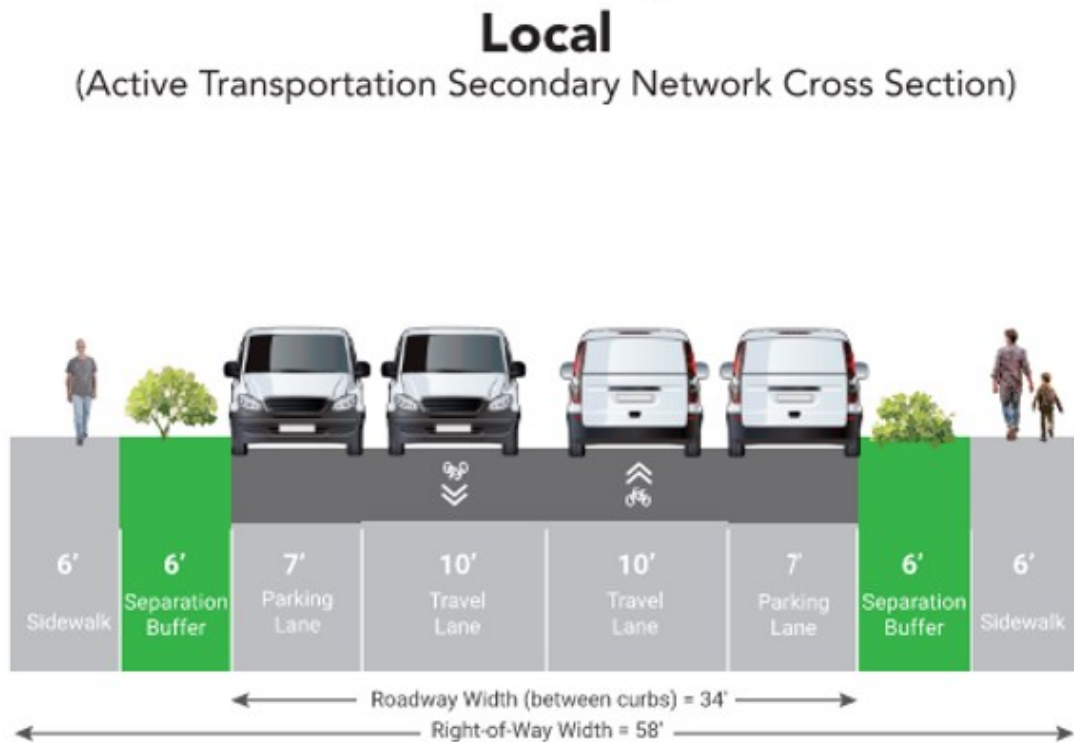
H Avenue between 32nd Street and 41st Street currently provides a 32-foot roadway (curb-to-curb) with an 11-foot travel lane and 5-foot bike lane in both directions. Few land uses accessing the roadway directly from H avenue limits the need for on-street parking along the roadway. Thus, the elimination of on-street parking from this roadway has been determined to be acceptable. The appropriate cross section for this roadway shall align with the Primary Network cross section shown in Figure 6 without the parking lane.

c) March's Point Streets

Collector streets north and south of SR 20 near March's Point serve primarily industrial uses. Given the mix of and distance between land uses in this area, these streets may not require the same cross-sectional elements as typical Collector streets. Based on the discretion of the Public Works Director, Collectors in this area of the City may or may not be required to provide the sidewalk, separation buffer, and parking facilities shown in Figure 7.

4. ~~High-Volume~~ Local Streets. Streets that primarily serve residential neighborhoods ~~and some commercial uses and generally connect to collectors and minor arterials.~~ and can be further differentiated between high-volume and low-volume traffic characteristics.
- a. High volume local streets include some commercial uses and generally connect to collectors or minor arterials.
 - b. ~~Low-Volume~~ local streets. ~~Low-volume include streets that serve residential neighborhoods with no direct connections to collectors or arterials.~~
 - c. Figure 8. below presents the typical Local Street cross section on the Secondary Active Transportation Network.

Figure 8. Local Street Cross-Section –Secondary Active Transportation Network



Note: The Local Street cross section for roadways not on the Active Transportation Network is the same as above without the sharrows.

- B. Unclassified and New Streets. Classification of new streets or existing streets not already identified or classified on the roadway functional classification map, for the purpose of determining the appropriate design of a roadway or development, or for the purpose of determining the appropriateness of a location for a proposed use, must be done by the Public Works Director, consistent with SCOG and WSDOT procedures.
1. [no change]

19.52.040 Street geometric design and streetscape.

- A. [no change]
- B. Interpretation of Street Standards Tables 19.52.040(A) through (E) B.1. through B.4.
1. General Design Standards for All Public Streets.
 - a. Minimum Right-of-Way Width. Right-of-way width depends on number of travel lanes, parking lanes, type of curb and gutter, and other elements ~~provided~~ needed for the street classification.
 - b. Travel Lane Width. Eleven (11) feet is the minimum width for delineated vehicle travel lanes on Principal, Minor, and Collector arterial streets. Local streets may have narrower vehicle lanes that may not be delineated.
 - c. Travel Lanes. Local streets and collector arterials have one vehicle lane in each direction with no center turn lane. Minor arterial streets have up to two lanes in each direction plus turn lanes at intersections. Principal arterials streets have up to two lanes in each direction plus a ten (10) foot-wide two-way center turn lane.

- d. Pedestrian Facility. All public streets shall be improved with six (6)-foot wide ADA-compliant sidewalks on both sides unless exception, deviation, deferment, or in-lieu of criteria listed in 19.51.060 are met.
- e. 2Separation (Landscaped) Area Buffer. Minimum width of separation buffers between sidewalks and vehicle travel or parking lanes is six (6) feet on local streets, collector arterials, and minor arterials. Minimum width for separation buffers on principal arterials is four (4) feet. Landscaped ~~area~~ separation buffers may contain ~~s~~ vegetation, pedestrian amenities, utilities, LID BMPs, such as bioretention, and other roadside infrastructure. Street trees must be included according to the installation standards and requirements in the Anacortes engineering design standards. When included, curbs are part of the ~~landscaped area~~ separation buffer width.

~~3. – Pavement Width. Pavement width refers to the minimum width of the traveled way, bike lanes, and parking lanes. Parking lanes are optional and may be required in special circumstances to accommodate guest parking (AMC 19.64.030(B)), traffic calming, and/or applicable service deliveries and activities appropriate to the street context and/or typical to the size, type, and density of the proposed development. When included, parking lanes must be eight feet wide and designed to provide water quality treatment consistent with AMC Chapter 19.76, Stormwater, and the adopted DOE Stormwater Management Manual. When included, gutters are part of the pavement width.~~

- f. ~~4~~Grade. The maximum grade is 12%, as noted. The maximum grade may be increased with approval of the Fire Department based on review of emergency services access and water supply availability.

~~5. – Sidewalks. Refers to minimum width of sidewalks.~~

~~6. – Bike Lanes. Bike lanes may be included as individual bike lanes reserved for bicyclists, combined with trails, or striped as part of the street system.~~

~~Bike lanes must connect to and align with the Anacortes Bikes/Walks Plan and bike lanes on abutting property. Dimensional standards for bike route signage must comply with the Manual on Uniform Control Devices (MUTCD).~~

- ~~g. 7~~See AMC 19.51.060 for permitted modifications to the street standards within Tables 19.52.040 (A) through ~~E~~ B.1 through B.4.

2. Public Streets (Not on 19.50.010 E. Exhibit A - Active Transportation Network)

- a. Minimum Right-of-Way Width. A minimum dedicated right-of-way is required measuring fifty-eight (58) feet for local streets, sixty (60) feet for collector arterials, and sixty-four (64) feet for minor arterials. Right-of-way width for principal arterials is not applicable because none were identified that are not included on the Active Transportation Network.
- b. Minimum Street Width (between curbs). The minimum required physical space for paved street surfaces between curbs, or street edge, is thirty-four (34) feet for local streets, thirty-six (36) feet for collector arterials, and forty (40) feet for minor arterials. Street width for principal arterials is not applicable because none were identified that are not included on the Active Transportation Network.
- c. On-Street Bicycle Facilities. Not applicable because no bicycle facilities were identified for streets that are not included on the Active Transportation Network.
- d. On-Street Parking. On-street parking is required on both sides of all local streets and collector, and minor arterials. Parking lane width is seven (7) feet for local streets and collector arterials and eight (8) feet for minor arterials. On-street parking is not applicable to principal arterials because none were identified that are not included on the Active Transportation Network.

3. Streets Included on 19.50.010 E. Exhibit A – Primary Active Transportation Network

- a. Minimum Right-of-Way Width. A minimum dedicated right-of-way is required measuring sixty (60) feet for collector arterials, and sixty-four (64) feet for minor arterials, and eighty (80) feet for principal arterials. No local streets were identified on the Primary Active Transportation Network.
 - b. Minimum Street Width (between curbs). The minimum required physical space for paved street surfaces between curbs, or street edge, forty (40) feet for collector arterials, and forty (40) feet for minor arterials, and sixty (60) feet for principal arterials. No local streets were identified on the Primary Active Transportation Network.
 - c. On-Street Bicycle Facilities. Minimum requirements are five (5) foot wide dedicated bicycle lanes on both sides for collector and minor arterials and five (5) foot wide dedicated bicycle lanes plus a minimum two (2) foot wide separated buffer on both sides for principal arterials. No local streets were identified on the Primary Active Transportation Network.
 - d. On-Street Parking. On-street parking is required on one side of collector and minor arterial streets and on both sides of principal arterials. Parking lane width is eight (8) feet for collector and minor arterials and seven (7) feet for principal arterials. No local streets were identified on the Primary Active Transportation Network.
4. Streets Included on 19.50.010 E. Exhibit A – Secondary Active Transportation Network
- a. Minimum Right-of-Way Width. A minimum dedicated right-of-way is required measuring fifty-eight (58) feet for local streets, sixty (60) feet for collector arterials, and sixty-four (64) feet for minor arterials. No principal arterials were identified on the Secondary Active Transportation Network.
 - b. Minimum Street Width (between curbs). The minimum required physical space for paved street surfaces between curbs, or street edge, is thirty-four (34) feet for local roads, thirty-six (36) feet for collector arterials, and forty (40) feet for minor arterials. No principal arterials were identified on the Secondary Active Transportation Network.
 - c. On-Street Bicycle Facilities. Shared lane markings (SLMs) are required on local streets, collector arterials, and minor arterials. No principal arterials were identified on the Secondary Active Transportation Network.
 - ~~d.~~ On-Street Parking. On-street parking is required on both sides of all local streets and collector arterials and on one side of minor arterials. Parking lane width is seven (7) feet for local streets and collector arterials and eight (8) feet for minor arterials. No principal arterials were identified on the Secondary Active Transportation Network.
5. Deviations from Street Standards Tables 19.52.040 B.1. through B.4.
- a. Placement of Cross-Sectional Elements
- The order and placement of cross-sectional elements shown in Figure 1 may be rearranged based on the specific context of the roadway. For example, the cross-section in Figure 1 shows the striped buffer located between the vehicular travel lane and bike lane. This placement works well for the segment of Commercial Avenue between 12th Street and SR 20 since this segment sees high traffic volumes and relatively low-turnover parking. Along segments of the road which have lower traffic volumes/travel speeds and high turnover parking, the separation buffer may be relocated between the bike land and parking lane to allow space for the doors of parked vehicles to open without intruding into the bike lane. The Public Works Director may use their professional/engineering judgement to adjust the placement of cross-sectional elements within the roadway based on the context of the facility.
- b. Active Transportation Facilities

Streets identified within the Active Transportation Network shown in AMC 19.50.010 E. Exhibit A are intended to prioritize pedestrian and bicycle travel. Therefore, for these streets, it is not recommended that these features (i.e., sidewalks and bike lanes) be narrowed or removed to accommodate other roadway elements. For these streets, parking lanes should be narrowed and/or removed to ensure that the appropriate facilities can be accommodated. Narrowing and/or removal of parking facilities is subject to approval by the Public Works Director.

c. Parking Removal

Some roads within the City have limited roadway (curb-to-curb) width which do not allow for parking to be provided along the roadway. In these circumstances, the Public Works Director may approve a deviation from the standard and allow the parking lane(s) to be omitted from the roadway.

d. Angled Parking

Several streets listed in AMC 10.12.220 and 10.12.240 require on-street angled parking to be provided along several streets in and around Downtown Anacortes. The minimum curb to end of parking stall distance (measured perpendicular to the curb) for angled parking is 18-20 feet. Most roads with angled parking provide a 52-foot roadway (curb-to-curb) width. For these streets, angled parking shall replace parallel parking shown in the standard Minor Arterial or Collector cross-section (Figure 3 or Figure 7) along one side of the roadway. This deviation from the standard cross-section shall be approved per the discretion of the Public Works Director.

e. Separation Buffer

The preferred separation (landscaped) buffer width between the sidewalk and roadway is 6 feet. Along streets with ROW limitations, (and per the discretion of the Public Works Director) the separation buffer may be narrowed or removed to fit within the available ROW. Narrowing/removal of the separation buffer is preferred over narrowing or removal of the sidewalk. To accommodate street trees, the separation buffer width should be no less than 4 feet wide. If the minimum 4-foot width cannot be provided, a wider sidewalk can be provided in lieu of the separation buffer.

f. Curbs, Sidewalks and Parking Removal

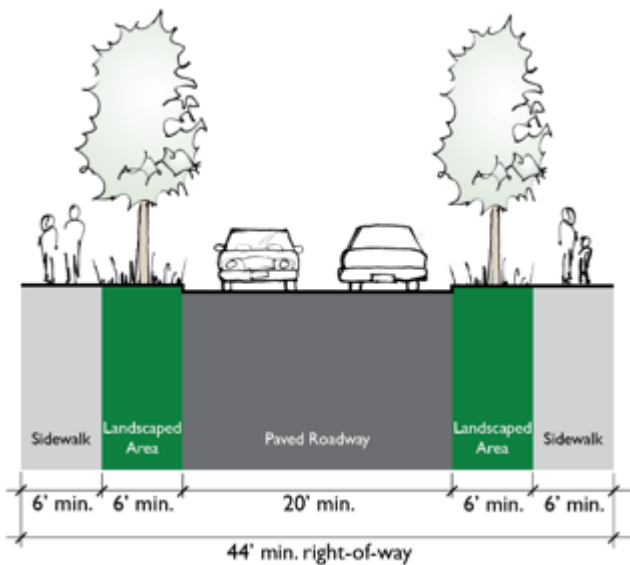
Some residential neighborhoods within the City currently have streets without curbs, gutters, sidewalks, and on-street parking and have made it clear to the City that they want the roadway character to remain as is. Upon approval of the Public Works Director, these roadway facilities may be exempted from the Local street cross-section to provide a roadway surface width of no less than 20 feet, or the acceptable existing roadway width.

[Delete the Tables 19.52.040(A), (B) and (C)]

Table 19.52.040(A)

Low-volume local street standards.

For rules of interpretation, see subsection B of this section.

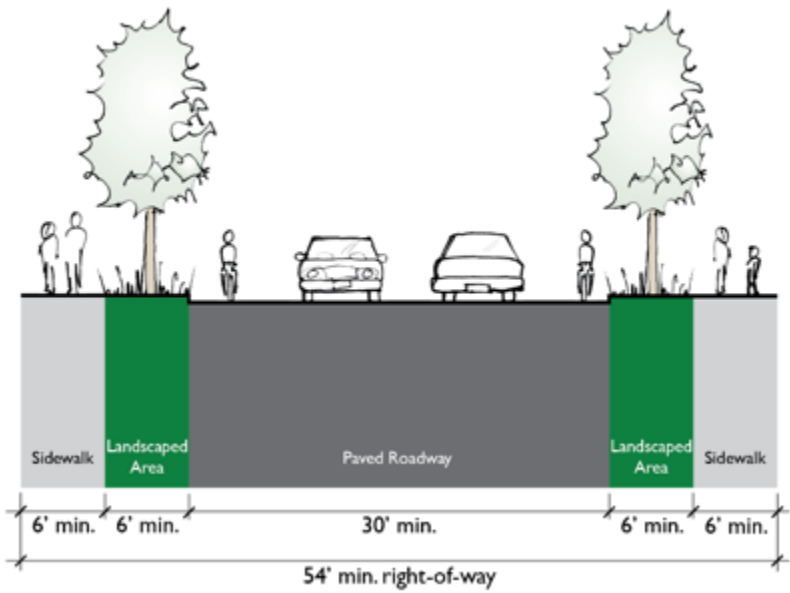
Right-of-way width	44 ft. minimum	
Landscaped area width	6 ft. minimum on each side	
Pavement width	20 ft. except where parking lane(s) are included	
Grade	12% maximum	
Sidewalk width	6 ft. minimum	
Bike lanes	NA	Note: All residential subdivisions must accommodate provisions for guest parking (AMC 19.64.030(B)) and applicable service deliveries and activities typical to the size, type, and density of the proposed development. Guest parking may be accommodated by integrating on-street parking lanes and/or pockets, off-street parking areas, or other methods to the satisfaction of the Public Works Director.
Parking pocket	8 ft. minimum	 Parking pockets may be integrated into one or both sides of the street in place of landscaped areas for up to 50% of the street length provided

wider planting strips and trees planted elsewhere along the street compensate for the displaced landscaped areas.

Table 19.52.040(B)

Minor arterial, collector, or high-volume local street design standards.

For rules of interpretation, see subsection D of this section.

Right-of-way width	54 ft. minimum	
Landscaped area width	6 ft. minimum on each side	
Pavement width	30 ft. except where parking lane(s) are included	
Grade	12% maximum	
Sidewalk width	6 ft. minimum	
Bike lanes	Yes	

Note: On-street parking lanes may be integrated or required along key street segments to support adjacent land uses (including service access and delivery) based on the existing and planned context of the area.

Table 19.52.040(G)

Principal arterial street design standards.

For rules of interpretation, see subsection D of this section.

Right-of-way width	80 ft. minimum
Landscaped area width	Varies per block
Pavement width	Varies
Grade	12% maximum
Sidewalk width	6 ft. minimum

Bike lanes	Yes	
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Table 19.52.040(D)

Atley design standards:

For rules of interpretation, see subsection [B](#) of this section:

Right-of-way width	16—20 ft.
Landscaped area width	NA
Pavement width	12—20 ft.
Grade	12% maximum
Sidewalk width	NA
Bike lanes	NA

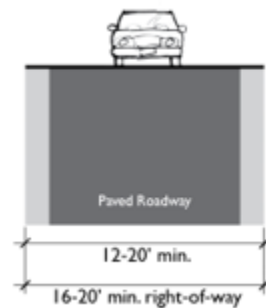


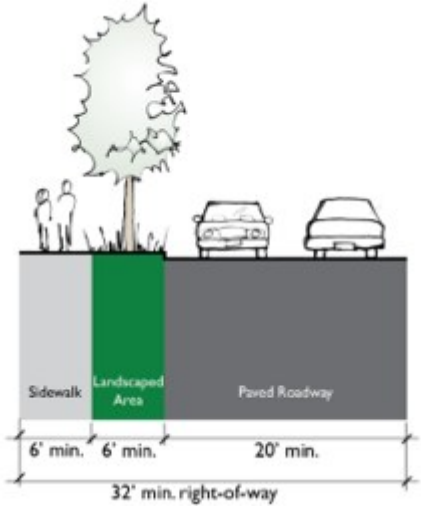
Table 19.52.040(E)

Lane design standards:

Lane street types are permitted for residential [development](#) accessing up to nine [dwelling units](#):

For rules of interpretation, see subsection [B](#) of this section:

Right-of-way width	32 ft.
Landscaped area width	6 ft. minimum one side
Pavement width	20 ft.
Grade	12% maximum

Sidewalk width	6 ft. minimum (one side)	 The diagram illustrates a cross-section of a street. From left to right, it shows a sidewalk (light gray), a landscaped area (green) containing a tree and two people, and a paved roadway (dark gray) with two cars. Dimensions are indicated at the bottom: the sidewalk is at least 6 feet wide, the landscaped area is at least 6 feet wide, and the paved roadway is at least 20 feet wide. The total width of the paved roadway and landscaped area is labeled as '32' min. right-of-way'.
Bike lanes	NA	

[insert new tables below]

Table 19.52.040 B.1. General Design Standards for All Public Streets				
Design Standard	Local Streets	Collectors	Minor Arterials ¹	Principal Arterials
Functional Classification	Local Streets	Major & Minor Collectors	Minor Arterials	Other Principal Arterials
Travel Lane Width	N/A (Minimum 20' street width)	11'	11'	11'
Travel Lanes	1 per direction (undivided)	1 per direction	1-2 per direction	1-2 per direction
Two-Way Center Left-Turn Lane (TWLTL)	No Center Lane	No Center Lane	No Center Lane (left-turn pockets at key intersections as necessary to promote safety)	10' Center Two-Way Left-Turn Lane
Pedestrian Facility ²	6' Sidewalks on Both Sides	6' Sidewalks on Both Sides	6' Sidewalks on Both Sides	6' Sidewalks on Both Sides
Separation (Landscaped) Buffer ³	6' Separation Buffer between Pedestrian Facility and Street			4' Separation Buffer between Pedestrian Facility and Street
Table 19.52.040 B.2. Public Streets (Not on the Active Transportation Network)				
Functional Classification	Local Streets	Major & Minor Collectors	Minor Arterials	Principal Arterials
On-Street Bicycle Facilities ⁴	None Identified	None Identified	None Identified	N/A (No Principal arterials other than those on ATN)
On-Street Parking ⁵	Required (Both Sides - 7' Parking Lanes)	Required (Both Sides - 7' Parking Lanes)	Required (Both Side - 8' Parking Lane)	N/A (No Principal arterials other than those on ATN)
Minimum Street Width (between curbs)	34'	36'	40'	N/A (No Principal arterials other than those on ATN)
Minimum Right-Of-Way Width	58'	60'	64'	N/A (No Principal arterials other than those on ATN)

Table 19.52.040 B. 3. Primary Active Transportation Network

Functional Classification	Local Streets	Major & Minor Collectors	Minor Arterials	Principal Arterials
On-Street Bicycle Facilities⁴	Sharrows	5' Bike Lanes Both Sides	5' Bike Lanes Both Sides	5' Bike Lane with 2' Buffer Both Sides
On-Street Parking⁵	Required (Both Sides - 7' Parking Lanes)	Required (One Side - 8' Parking Lanes)	Required (One Side - 8' Parking Lane)	On-Street Parking Required (Both Sides - 7' Parking Lanes)
Minimum Street Width (between curbs)	34'	40'	40'	60'
Minimum Right-Of-Way Width	58'	64'	64'	80'

Table 19.52.040 B.4. Secondary Active Transportation Network

Functional Classification	Local Streets	Major & Minor Collectors	Minor Arterials	Principal Arterials
On-Street Bicycle Facilities⁴	Sharrows	Sharrows	Sharrows	N/A (No Principal arterials identified on Secondary ATN)
On-Street Parking⁵	Required (Both Sides - 7' Parking Lanes)	Required (Both Sides - 7' Parking Lanes)	Required (One Side - 8' Parking Lane)	N/A (No Principal arterials identified on Secondary ATN)
Minimum Street Width (between curbs)	34'	36'	40'	N/A (No Principal arterials identified on Secondary ATN)
Minimum Right-Of-Way Width	58'	60'	64'	N/A (No Principal arterials identified on Secondary ATN)

Notes for Tables 19.52.040 B.1. through B.4.:

¹ The street requirements below are intended for most Minor Arterial streets in the City. Deviations from these standards are permitted for those streets carrying heavy truck traffic (i.e., Q Avenue, R Avenue).

² Exemptions to 6' Minimum Sidewalk widths include 12' minimum sidewalk widths along Commercial Avenue (north of 11th Street) and a 10' multi-use path along the east side of Q Avenue and R Avenue.

³ When ROW is limited (example: existing building physically constrains ROW), on-street parking and/or bicycle lanes can serve as the required buffer between the sidewalk and vehicle travel lanes, however, this deviation from standard requires approval of the Public Works Director.

⁴ The City acknowledges that there are some streets where existing or planned bicycle facilities may deviate from this standard, including:

- Q Avenue (11th St to 22nd St) provides a multi-use path.
- R Avenue (22nd St to SR 20 Spur) provides a multi-use path.
- Other streets where unanticipated circumstances do not allow for the standard to be met.

Any deviation from the listed bicycle facility standard requires approval of the Public Works Director.

⁵ When ROW is limited, removal or narrowing of on-street parking along one or both sides of the street shall be permitted to accommodate on-street bicycle facilities, however, this deviation from standard requires approval of the Public Works Director.

19.52.050 Dead-end streets and cul-de-sacs.

[no change].

19.52.060 Street intersections.

The following standards apply to street intersections:

- A. Streets must intersect at right angles, except when topography dictates otherwise, and in no case may the angle of intersections be less than 60 degrees.
- B. Two streets meeting at a third street from opposite sides must meet at the same point, or their centerlines must be offset at least 125 feet.
- C. Intersection design must provide acceptable visibility for traffic safety as dictated by the designed operating speeds on the individual ~~roadway~~ streets.
- D. Intersections of local streets with arterials and highways must be kept to a minimum.

19.52.070 Pavement design.

[no change].

19.52.080 Street names and signage.

[no change].

19.52.090 Street lights.

[no change].

19.52.100 Street monuments.

[no change].

Chapter 19.53, *Private Driveways and Access*, is amended as follows:

Chapter 19.53 Private Driveways and Access

19.53.010 Purpose.

A. To enhance safe and efficient roadway operations while providing access to adjacent properties and businesses.

B. To improve safety and mobility for people walking, biking, and rolling throughout the city.

19.53.020 Applicability.

[no change]

19.53.030 Driveways and access easements.

A. [no change]

B. *Driveway Location.*

1. *Collector and Arterial Streets.* [no change]

2. *Frontage on Multiple Streets.* Where a property has frontage on more than one street, driveways and vehicular accesses are limited to the lowest ~~volume~~ street classification, as determined by the Public Works Director.

3. *Alleys.* Where a property abuts an alley, driveways must access from the alley, except when ~~either~~ any of the following conditions exist, as determined by the Public Works Director:

a. ~~The property is in a residential zone and topography, lack of existing improvements, or other conditions makes alley access impracticable.~~ The proposed development consists of one single-family residence, and the existing alley surface is not currently paved or graveled; or

b. ~~The property is located in a mixed-use, industrial, or R4 zone and anticipated traffic generation of the use in combination with other existing or future permitted uses along the block would exceed the functional capacity of the alley.~~ Alley access is not feasible due to existing topography or other environmental or physical constraints; or

c. Due to the relationship of the alley to the surrounding street system, use of the alley for parking access would create a significant safety hazard; or

d. Alley access would reduce accessibility to a dwelling unit for persons with disabilities or required barrier-free parking spaces meeting the standards of the Americans with Disabilities Act (ADA) and the recommendation in the Anacortes ADA Transition Plan; or

e. If the majority of the existing residences along a public street block already have driveways, then a new driveway across the sidewalk to the public street may be permitted to maintain the character of the street, if it can meet ADA-compliance requirements.

4. Existing driveways that do not conform to the location requirements in AMC 19.53.030 (B) must be removed as a condition of approval of any development activity listed in AMC 19.51.020. Removal includes restoration of the curb, gutter, sidewalk, and planting strip.

C. - E. [no change]

F. Driveway Cut Width. Minimum and maximum driveway cut widths are limited to those identified in Table 19.53.030.

Exception: The Public Works Director may approve a wider driveway cut in Industrial zones when an applicant demonstrates all of the following:

- A site regularly serves large vehicles and a standard driveway cut cannot safely accommodate required turning movements, and
- A wider driveway cut will not compromise pedestrian safety or ADA access, and
- The driveway cut is designed to reduce visual and functional impacts.

Table 19.53.030
Driveway cut width

Use Type	Minimum Width	Maximum Width
<i>Residential</i>		
<u>Lot</u> width = 50 feet or greater	10 feet	20 feet
<u>Lot</u> width < 50 feet	10 feet	12 feet or 20 feet if shared with adjacent <u>lot</u>
Commercial and Industrial	20 feet	30 feet

Chapter 19.54 Subdivision Design and Block Structure

[no changes]

Division 6. Project Design

Chapters

- 19.60 Introduction
 - 19.51 Public Street Improvements Required
 - 19.52 Public Street Design
 - 19.53 Private Driveways and Access
 - 19.54 Subdivision Design and Block Structure
 - 19.55 Underground Utilities
-

Chapter 19.60 Introduction

[no change].

Chapter 19.61, *Block Frontage Standards*, is amended as follows:

Chapter 19.61 Block Frontage Standards

19.61.010 Purpose.

[no change]

19.61.020 Applicability

- A. The provisions of this chapter apply to all nonresidential, ~~and~~ multifamily, ~~and~~ townhouse development. The following are exempt:

[no other changes]

19.61.030 How to use this chapter

Site orientation standards for individual properties depend on the block frontage designated for that location. The following steps will help in using this chapter:

- A. Go to the maps in AMC 19.61.040 to find the property and the block frontage type designation.

i Clarify that townhouse development in nonresidential zones is subject to the landscaped block frontage standards.

1. For multifamily, townhouse, and nonresidential development in residential zones, the standards for landscaped block frontages apply.
2. For development that fronts onto multiple streets, see provisions in AMC 19.61.150.

[no other changes]

19.61.040 Block frontage designation maps.

- A. [no change]
-

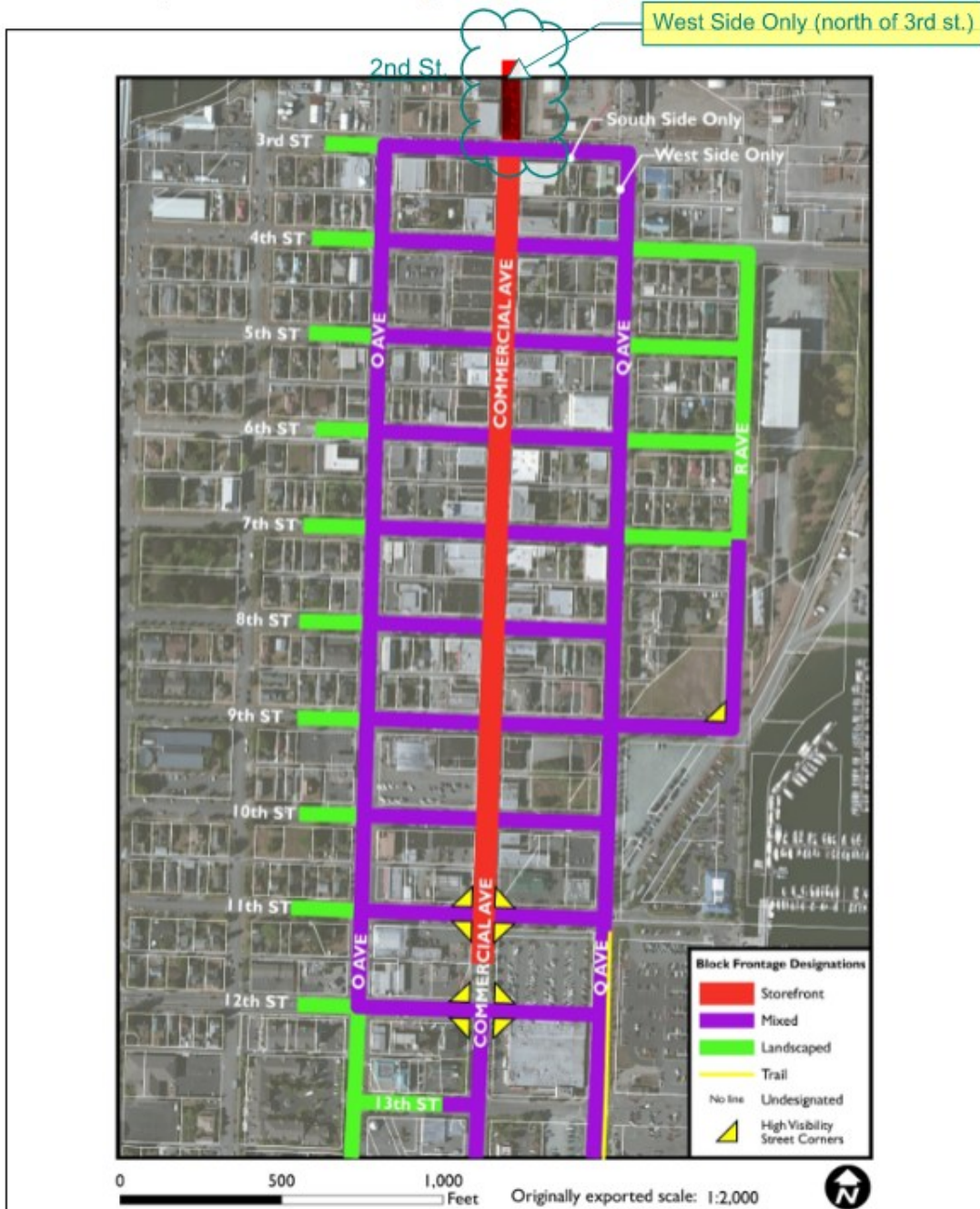
- B. [no change]
- C. [no change]
- D. [no change]

Figure 19.61.040(A)
Anacortes block frontage designations
[no change]

Figure 19.61.040(B)

Figure 19.61.040(B)

Map 1: Anacortes block frontage designations map for the downtown area.



19.61.050 About the transparency standards.

[no change]

19.61.060 Storefront block frontage standards.

[no change]

19.61.070 Landscaped block frontage standards.

[no change]

19.61.080 Mixed block frontage standards.

[no change]

19.61.090 Marine street standards.

[no change]

19.61.100 Gateway block frontage standards.

[no change]

19.61.110 Undesignated (streets with no designated block frontage)

A. [no change]

B. *Applicability.* All undesignated block frontages in nonresidential zones ~~that are not designated~~ are subject to the standards of this section. Per AMC 19.61.030(A)(1), Landscaped block frontage standards apply to multifamily, townhouse, and non-residential development in residential zones. ~~These Undesignated block frontages are provided greater flexibility with regard to the design of multifamily and nonresidential development frontages.~~

These block frontages include a combination of side streets (where most uses often front on other adjacent streets) and service-oriented streets (often characterized by industrial or service types of uses), and heavy arterial streets. While there is greater flexibility in the amount of transparency of facades and the location of surface and structured parking, design parameters are included to ensure that landscaping and other design elements help to mitigate the potential impacts of parking lots and blank walls along these streets.

DEPARTURES will be considered pursuant to AMC 19.20.220.

[no other changes]

19.61.120 Trail block frontage standards.

[no change]

19.61.130 Esplanade block frontage standards.

[no change]

19.61.140 Central waterfront (CW) corridors and block frontage standards.

[no change]

19.61.150 Where properties front onto multiple streets.

[no change]

19.61.160 Where properties have multiple designations along one frontage.

[no change]

19.61.170 High visibility street corners.

[no change]

19.61.180 Framework development plan.

[no change]

Chapter 19.62, *Site Planning*, is amended as follows:

Chapter 19.62 Site Planning

19.62.010 Purpose

[no change]

19.62.020 Applicability

- A. The provisions of this chapter apply to all nonresidential and multifamily development. The following are exempt:
1. Add development in the I, LM, AZ, CM2, and MS zones.
 2. Developments in the HM and LM1 zones when not abutting State Route 20 right of way.
 3. Townhouse development, except that for large developments with multiple buildings, internal drive aisles, and/or featuring common service elements, the provisions of AMC 19.62.070 may be applied.

[no other changes]

19.62.030 Relationship to adjacent properties.

- A. [no change]
- B. [no change]
- C. *Light and Air Access and Privacy near Interior Side and Rear Property Lines.* Buildings or portions thereof containing multifamily dwelling units whose only solar access (windows) is from the applicable side of the building (facing towards the interior side property line) must be set back from the applicable interior side or rear property lines at least 15 feet. See Figure 19.62.030(C).
1. Balconies may be allowed to project up to six feet into the required 15-foot where such setbacks are required herein, provided they comply with the balcony standards in subsection (B) above.

[no other changes]

19.62.040 Internal open space.

- A. [no change]

B. *Usable Residential Open Space.*

1. Usable residential open space must be provided as follows:

<u>Housing Type</u>	<u>Quantity</u>
Multifamily (including multifamily portions of mixed-use development)	100 sq. ft. / per dwelling unit for studio and 1-bedroom dwellings 150 sq. ft. per dwelling unit for dwellings with 2 or more bedrooms
<u>Co-living housing</u>	<u>25 sq. ft. per sleeping unit</u>
<u>Permanent supportive housing and transitional housing (new development)</u>	<u>100 sq. ft. per dwelling unit</u>
<u>Emergency shelter</u>	<u>None</u>

~~All multifamily development, including multifamily portions of mixed-use development, must provide minimum usable open space equal to 100 square feet per dwelling unit for studio and one-bedroom dwellings and 150 square feet per dwelling unit for dwellings with two or more bedrooms.~~

2. The required open space may be provided in a combination of ways:

- a. [no change]
- b. [no change]
- c. [no change]
- d. *Common Indoor Recreation Areas.* For mixed-use buildings, up to 50 percent of the required open space may be provided by common indoor recreation areas meeting the following conditions:
 - (I) The minimum area is 250 square feet. The space must feature dimensions necessary to provide functional leisure or recreational activities (unless otherwise noted herein).
 - (II) The space must meet ADA standards and must be located in a visible area, such as near an entrance, lobby, or high traffic corridor.
 - (III) The space must be designed specifically to serve interior recreational functions and not merely be leftover unrentable space used to meet the open space requirement. Such space must include amenities and design elements that will encourage use by residents.
- e. *Shared Roof Decks.* ~~Such spaces are a type of private internal common area located on the top of buildings or intermediate levels (e.g. upper floor building façade step-back areas) and are available to all residents. Up to 50 percent of the required open space may be provided by shared roof decks. Examples of amenities include but are not limited to, cooking and dining areas, seating areas, gardening areas, water features, children’s play areas and pet play areas. Shared rooftop decks must meet the following design standards: For multifamily buildings, up to 50 percent of the required open space may be provided by shared roof decks located on the top of buildings which are available to all residents and meet the requirements below. For mixed-use buildings, 100 percent of the required open space may be provided by shared roof decks. Design requirements:~~

- (I) Space must feature hard surfacing, and provide amenities such as seating areas and other features that encourage use.
- (II) Space must integrate landscaping elements that enhance the character of the space and encourage its use.
- (III) Space must incorporate features that provide for the safety of residents, such as enclosures, railings, and appropriate lighting levels.

3. Shared Open Space Design Requirements.

[no change]

4. Open Space Credit. Multifamily development and multifamily portions of mixed-use development and co-living housing may reduce the minimum amount of usable open space required per unit under subsection (B)(1) by 33% (one-third) when the primary entrance of the development is located within 250 feet walking distance of a park at least one-quarter acre in size. The park may be public or private, and it must be accessible to all residents and be suitable for a variety of leisure and recreational activities.

5. Modification. The Director may reduce or modify the required open space standards of this section in the following circumstances:

- a. The project provides 100% of the units as permanently affordable units for households earning 0-60% AMI.
- b. The project preserves significant architectural features or contributes to community historic preservation goals in a manner that limits open-space placement; or involves constrained parcels where rigid open space ratios would limit viable development.
- c. The primary entrance of the development is located within one-quarter mile walking distance of a public park or publicly accessible open space.

C. Usable Commercial Open Space.

[no change]

D. Pedestrian-oriented Open Space Design Criteria.

[no change]

19.62.050 Internal pedestrian access and design.

[no change]

19.62.060 Vehicular circulation and parking.

[no change]

19.62.070 Service areas and mechanical equipment

A. *Purpose.*

- 1. To minimize adverse visual, odor, and noise impacts of mechanical equipment, utility cabinets and service areas at ground and roof levels.
- 2. To provide adequate, durable, well-maintained, and accessible service and equipment areas.
- 3. To protect residential uses and adjacent properties from impacts due to location and utilization of service areas.

B. Location of Ground-Related Service Areas and Mechanical Equipment. Ground-level building service areas and mechanical equipment include loading docks, trash collection and compactors, dumpster

areas, storage tanks, electrical panels, HVAC equipment, and other utility equipment. If any such elements are outside the building envelope at ground level, the following location standards apply.

1. Service areas (~~loading docks, trash dumpsters, compactors, recycling areas, electrical panels, and mechanical equipment areas~~) must be located for convenient service access while avoiding negative visual, auditory, olfactory, or physical impacts on the streetscape environment and adjacent residentially zoned properties. Service areas must be sited for alley access if available.

The Director may require evidence that such elements will not significantly impact neighboring properties or public areas. (For example, the Director may require noise-damping specifications for fans near residential zones.)

2. [no change]

3. [no change]

4. [no change]

5. [no change]

6. *Dumpster Storage Areas.*

- a. Dumpster storage areas must be provided for all nonresidential and multifamily development.
- b. Dumpster storage areas must be on site and must not be located in the public right-of-way.
- c. Dumpster storage areas must be sized to accommodate the minimum dumpster sizes (as provided by the Anacortes engineering design standards) for garbage, recycling, and composting.
- d. Trash collection areas must include roofs or overhead weather protection and must meet required stormwater standards. Drainage must be designed to meet applicable NPDES standards.

C. *Screening of Ground-Related Service Areas and Mechanical Equipment.*

1. Where screening of ground level service areas is required (see subsection (B)(3) of this section), the following applies:
 - a. [no change]
 - b. [no change]
 - c. [no change]
 - d. Collection points must be located and configured to the extent practical so that the enclosure gate swing does not obstruct pedestrian or vehicular traffic, or does not require that a hauling truck project into any public right-of-way. Ensure that screening elements allow for efficient service delivery and removal operations.
 - e. [no change]

2. [no change]

D. [no change]

E. *Location and Screening of Roof-Mounted Mechanical Equipment.*

1. [no change]
2. For rooftop equipment, all screening devices must be well integrated into the architectural design through such elements as parapet walls, false roofs, roof wells, clerestories, or equipment rooms. Screening walls or unit-mounted screening is allowed but less desirable. Wood must not be used for screens or enclosures. Louvered designs are acceptable if consistent with building design style. ~~Perforated metal is not permitted.~~

Chapter 19.63, *Building Design Standards*, is amended as follows:

Chapter 19.63 Building Design Standards

19.63.010 Purpose.

[no change]

19.63.020 Applicability

- A. The provisions of this chapter apply to all nonresidential and multifamily development. The following are exempt:
1. All development in the I, LM, AZ, CM2, and MS zones.
 2. Developments in the HM and LM1 zone when not abutting State Route 20 right of way.
 3. Townhouse buildings, except where otherwise noted in this title.

19.63.030 How to use this chapter.

[no change]

19.63.040 Building Massing and Articulation

- A. – B [no change]
- C. *Facade Articulation.* Nonresidential, mixed-use, and multifamily residential buildings must include facade articulation features at designated maximum intervals to create a human-scaled pattern. This standard applies to applicable building facades and other applicable building elevations facing parks, containing primary building entrances, and adjacent to lower intensity zones. Alley-facing building elevations not adjacent to a lower intensity zone are exempt.
1. [no change]
 2. At least three of the following articulation features must be employed in compliance with maximum interval standards in subsection (C)(1) of this section:
 - a. Use of windows and/or entries that reinforce an articulation pattern.
 - b. Use of awnings or similar weather protection features (not applicable to residential buildings)
 - c. Use of vertical piers/columns (applies to all floors of the façade, excluding upper-level setbacks).
 - d. Change in roofline per subsection (F) below.
 - e. Change in building material or siding style, and/or window pattern (applies to all floors of the façade, excluding upper level setbacks).

[no changes to remaining]

19.63.050 Building Details

- A. – D [no change]

- E. *Articulated Building Entries*. The primary building entrance (when provided) for an office building, hotel, ~~apartment multifamily~~ building, public or community-based facility or other multi-story commercial building must be designed as a clearly defined and demarcated standout architectural feature of the building. Such entrances must be easily distinguishable from regular storefront entrances on the building. Such entries must be scaled proportional to the building. See Figure 19.63.050(E) below for good examples.

19.63.060 Building Materials

- A. [no change]
- B. *Quality Building Materials*. ~~Applicants must use high-quality durable materials. This is most important for the base of buildings, particularly for commercial and mixed-use buildings where the facade is sited close to sidewalks.~~ Stone, brick or tile masonry, architectural concrete or other similar highly durable materials must be used for at least the bottom two feet of the first-floor facade on nonresidential and mixed-use buildings (excluding window and door areas).

[no other changes]

19.63.070 Blank Wall Treatment

- A. – B [no change]
- C. *Blank Wall Treatment Standards*. Untreated blank walls located within 100 feet of, and visible from a street, public space, ground-level individual outdoor space, or internal walkway, are prohibited. Methods to treat blank walls include the following (a variety of treatments may be required to meet the purpose of the standards) adjacent to a public street, pedestrian-oriented space, common usable open space, or pedestrian pathway are prohibited. Methods to treat blank walls can include:

[no other changes]

Chapter 19.64, *Parking*, is amended as follows:

Chapter 19.64 Parking

19.64.010 Purpose

[no change]

19.64.015 Applicability

The provisions of this chapter apply to all new development, redevelopment, changes in use, and expansions of existing buildings or uses that require additional parking, unless otherwise stated herein.

19.64.020 Generally

- A. Off-street parking in conjunction with all land and building uses established after the enactment of the ordinance codified in this title must be provided prior to the issuance of a certificate of occupancy.
- B. Off-street parking for non-residential use must either be on the same lot or within 500 feet (walking distance) of the building it is intended to serve.
- C. ~~Residential off-street parking areas must consist of a parking lot, driveway, garage, carport, or a combination thereof and must be located on the lot they are intended to serve.~~

- D. [no change]
- E. [no change]
- F. [no change]
- G. [no change]
- H. [no change]

19.64.030 Computation of required parking spaces

- A. [no change]
- B. *Guest Parking Requirements.*
 - 1. Guest parking is required for all residential developments in accordance with this subsection. Guest parking provided is above and beyond the minimum quantitative requirements elsewhere in this chapter.
 - 2. Guest Parking Location and Accessibility Standards.
 - a. On-street parking areas within or directly adjacent to the subdivision or other development may be used to meet guest parking requirements, provided such ~~areas~~ streets are constructed to city standards and are not already used for the purpose of meeting minimum parking requirements. One parking space is equivalent to 20 lineal feet of parallel on-street parking area.
 - b. Other off-street parking spaces within the subdivision/development that are above and beyond standard minimum parking requirements for the development may be ~~used for~~ counted toward meeting guest parking.
 - ~~c. Guest parking spaces must be available to guests of any residential unit in the development at all hours.~~
 - 3. *Minimum Guest Parking Ratios by Housing Type.*

Table 19.64.030(B0

Minimum guest parking spaces required by housing type.

Housing Type	Minimum guest parking ratio
Single-Family	1 per 2 units
Cottage	1 per 4 units
Duplex or Triplex	1 per 4 units
Townhouse	1 per 4 units
Multifamily	1 per 8 units; 1 per 10 units if the multifamily use parking is provided entirely by structured parking; Where units average less than 700 square feet, 1 per 4,000 sq. ft. of net leasable floor area.
<u>Supportive Living – All Types</u>	<u>Guest parking not required</u>

Co-living housing

None required within one-half mile walking distance of a major transit stop (RCW 36.70A.535(3)(a)(i)).

Otherwise, same as multifamily.

4. [no change]

5. [no change]

C. [no change]

19.64.040 Number of parking spaces required

- A. The minimum number of off-street parking spaces must be determined in accordance with Table 19.64.040.
- B. Special cases are indicated by the term “Director Decision”, in which case parking requirements must be established by the Director. For determination by the Director, the applicant ~~must~~ may be required to supply a parking study per AMC 19.64.020(H). ~~one of the following:~~
- ~~1.—Documentation regarding actual parking demand for the proposed use.~~
 - ~~2.—Technical studies prepared by a qualified professional relating to the parking need for the proposed use.~~
 - ~~3.—Documentation of parking requirements for the proposed use from other comparable jurisdictions.~~
- C. Where a cell in Table 19.64.040 is blank, there are no applicable requirements for the use.
- D. For unclassified uses, refer to AMC 19.41.030(E). Where the Director finds that there is no similar use, the procedures for a “Director decision” under subsection B of this section apply.

Table 19.64.040

Off-street parking spaces required.

Use	Minimum Parking Spaces Required	Maximum Parking Spaces Allowed
RESIDENTIAL		
Household Living, as listed below		
Single-family	2 per unit	
Single-family, small lot	1 per unit	
Accessory dwelling unit	See AMC 19.47.030(C)(8)	
Cottage housing	1.5 per unit	
Duplex or triplex	Same as multifamily (based on number of bedrooms)	
Townhouse	Same as multifamily (based on number of bedrooms)	
Multifamily dwelling, one bedroom or studio	1.0 per unit	1.5 per unit

Multifamily dwelling, two bedrooms	1.4 per unit	2.0 per unit
Multifamily dwelling, three or more bedrooms	1.6 per unit	2.5 per unit
<u>Multifamily dwelling, affordable (includes permanent supportive housing and transitional housing)</u>	<u>0.75 per unit</u>	<u>1.5 per unit</u>
Multifamily dwelling, restricted (as defined in AMC 19.43.090)	25% reduction in base multifamily parking requirements above (based on number of bedrooms)	Same as multifamily uses above
<u>Co-living housing</u>	<u>None required if located within one-half mile walking distance of a major transit stop as defined by RCW 36.70A.535.</u> <u>Otherwise, 0.25 per sleeping unit</u>	
Group Living, as listed below		
Adult family home	2 per home	
Assisted living facility	0.5 per unit	
Nursing home	0.33 per bed	
Rooming houses	1 per rented room	
<u>Supportive Housing, as listed below</u>		
<u>Emergency housing or emergency shelter</u>	<u>Director Decision</u>	
<u>Permanent supportive housing or transitional housing</u>	<u>Per the applicable household living dwelling type except when applicant submits a parking study that demonstrates a reduction is warranted due to site and project-specific characteristic.</u>	

[no changes to the remaining table]

19.64.050 Size of parking spaces.

[no change]

19.64.060 Modifications to off-street vehicle parking requirements.

- A. None of the modifications provided within this section waive the requirement to provide accessible parking spaces in accordance with the Americans with Disabilities Act of 1990 and the current ADA Standards for Accessible Design.
- B. CBD Zone. Minimum off-street parking requirements within the CBD zone are modified as follows:
 - 1. For new development in the CBD zone, the minimum off-street parking spaces required are 50 percent of that shown in Table 19.64.040.
 - 2. Ground floor commercial uses in the CBD zone are exempt from the minimum parking requirements of this chapter.
 - 3. Affordable housing within the CBD zone is exempt from minimum off-street parking requirements.
- C. [no changes]
- D. [no changes]
- E. [no changes]

19.64.065 Parking for residential uses.

- A. Purpose. This section is intended to implement the provisions of RCW 36.70A.622 regarding regulation of parking for residential development. These standards are designed to support housing affordability, promote walkable communities, and ensure consistency with state law. Where a conflict arises between the provisions of this section and other parking regulations in this chapter, this section will prevail.
- B. Applicability. The following standards apply to the minimum required off-street parking spaces for residential development.
 - 1. ~~Residential off-street parking areas must~~ Parking areas may consist of a parking lot, driveway, garage, carport, or a combination thereof and may be enclosed or unenclosed.
 - 2. Location. ~~Parking areas and~~ Parking areas must be located on the lot which they are intended to serve, except when approved as part of a shared parking arrangement per AMC 19.64.080 or within a unit lot subdivision per AMC 19.32.050(D)(6).
 - 3. Tandem Parking. Parking spaces in tandem count towards meeting minimum parking requirements at a rate of one space for every 20 linear feet with any necessary provisions for turning radius. For purposes of this subsection, "tandem" is defined as having two or more vehicles, one in front of or behind the others, with a single means of ingress and egress.
 - 4. Surfacing and Materials. Parking areas and spaces must be paved, except:
 - a. Existing designated parking areas with legally nonconforming gravel surfacing may be used to meet parking requirements, up to a maximum of six parking spaces.
 - b. Parking spaces that consist of grass block pavers may count toward minimum parking requirements.
 - 5. Dimensions. Parking spaces are not required to exceed eight feet by 20 feet, except for required parking for people with disabilities.
 - 6. Tree retention. Off-street parking is not required as a condition of permitting a residential project if compliance with tree retention requirements would otherwise make proposed residential development or redevelopment infeasible.
 - 7. Existing parking spaces that do not conform to the requirements of this subsection by June 6, 2024 are not required to be modified or resized, except to comply with the Americans with Disabilities Act.

Spaces in existing paved parking lots are not required to be resized during resurfacing if doing so will be costly or require significant reconfiguration of the parking space locations.

19.64.070 Parking fee in lieu.

[no change]

19.64.080 Shared parking.

[no change]

19.64.090 Parking for shell building permits.

[no change]

19.64.100 Bicycle parking requirements.

[no change]

19.64.110 Parking area design and construction standards.

[no change]

19.64.120 Parking area maintenance.

[no change]

Chapter 19.65, *Landscaping*, is amended as follows:

Chapter 19.65 Landscaping

19.65.010 Purpose.

[no change]

19.65.020 Applicability and compliance.

[no change]

19.65.030 Landscaped area, defined.

[no change]

19.65.040 Landscape plans.

[no change]

19.65.050 Plant material and installation standards.

[no change]

19.65.060 Landscaping types.

[no change]

19.65.070 Landscape site design standards

- A. [no change]
- B. [no change]
- C. [no change]
- D. Parking Lot Landscaping.
 - 1. [no change]
 - 2. [no change]
 - 3. *Minimum Width and Length.* Planting areas must have a minimum average width of ~~10~~ 7.5 feet (measured inside the curb) and must be the same length as the parking stall or column.
 - 4. [no change]
 - 5. [no change]
 - 6. Parking Lot Perimeters.
 - a. For parking lots adjacent to public streets, use Type C landscaping at ~~least 7.5 feet deep, a width equal to or greater than the minimum building setback specified for the applicable block frontage type specified in AMC Chapter 19.61, Block Frontage Standards.~~

DEPARTURES to this standard will be considered via AMC 19.20.220, provided they meet the purpose of the standards noted above.
 - b. For parking lots along internal lot lines, use Type A, B, or C landscaping at least ~~10~~ 7.5 feet deep, except where a greater buffer width is required per the standards in subsections A and B of this section. Where recorded cooperative parking agreements are in place between adjacent properties, sites must be exempted from the subject parking lot landscaping buffer.

[no other changes to this section]

19.65.080 Maintenance.

[no change]

19.65.090 Irrigation standards.

[no change]

19.65.100 Performance assurance/bonding.

[no change]

Chapter 19.66 Fences, Walls and Hedges

[no change]

Chapter 19.67 Signs

[no change]

Chapter 19.68 Wireless Service Facilities

[no change]

Chapter 19.69 Standards, Generally

[no change]

Division 7. Environment

[no change]

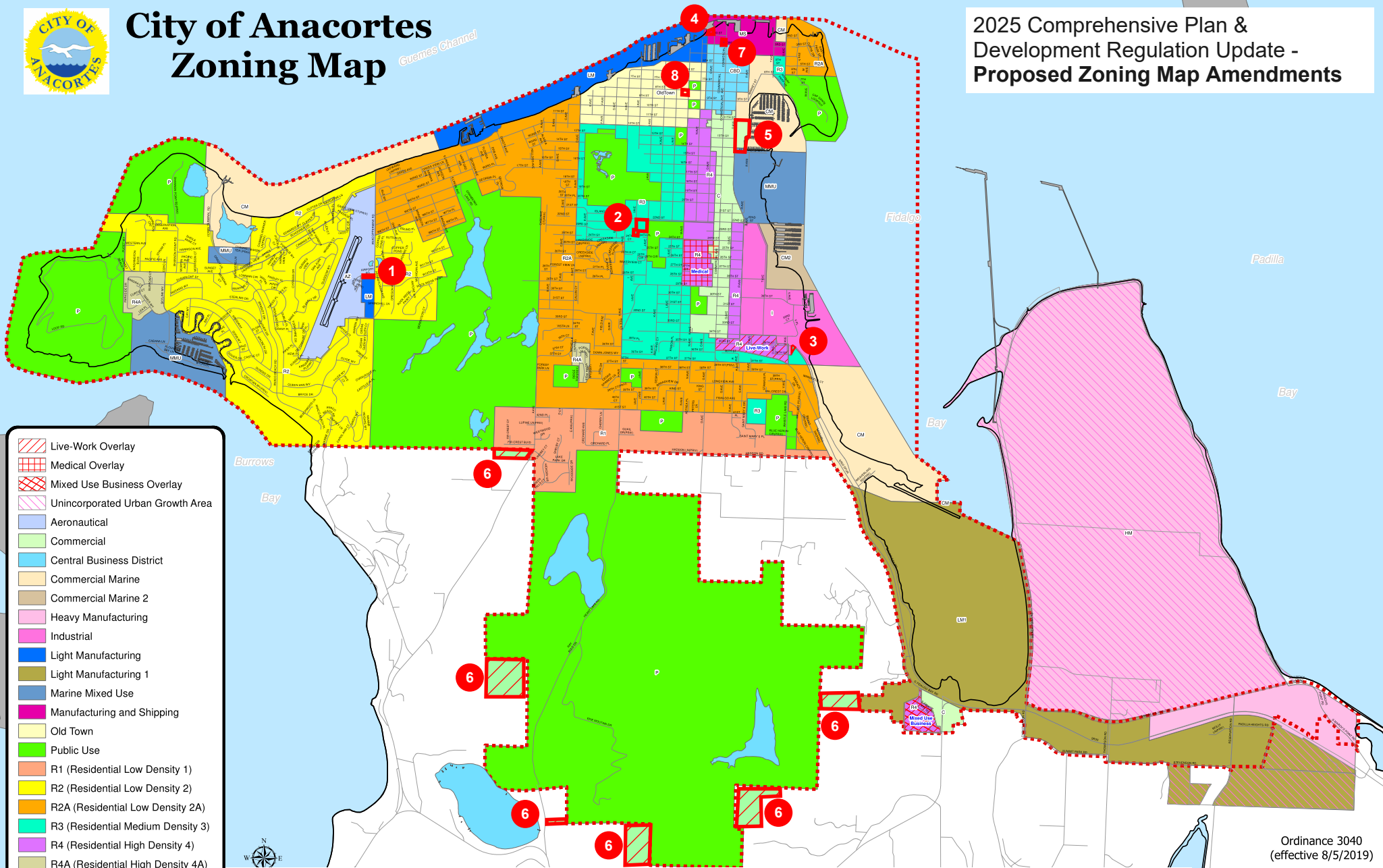
Division 8. Development Agreements

[no change]



City of Anacortes Zoning Map

2025 Comprehensive Plan &
Development Regulation Update -
Proposed Zoning Map Amendments



Zoning Map Amendments to Implement the PC-Recommended Future Land Use Map Amendments

1. Parcel change from AZ to LM
2. Several parcels change from R3 to P
3. Several parcels change from I to R3
4. Parcel change from LM to MS

5. Several parcels change from C and MMU to CM
6. Parcels added to UGA; future zone designation = P
7. Parcel change from MS to CBD
8. Parcel change from OT to P

Ordinance 3040
(effective 8/5/2019)



Date: November 25, 2025

To: Anacortes City Council

From: Planning, Community & Economic Development (PCED) Department

Re: 2025 Comprehensive Plan & Development Regulation Periodic Update
Changes requiring additional public comment opportunity

The Anacortes City Council has reviewed the Anacortes Planning Commission's recommendations for proposed amendments to the Comprehensive Plan (originally made available for public comment on July 16, 2025) and Development Regulations (originally made available for public comment on September 12, 2025). During its review, the City Council directed staff to make numerous changes to the proposal. Many of these changes are minor in nature. Pursuant to AMC 19.16.090(A) and (B), changes to the proposal to correct errors and cross-references, clarify language, revert to an alternative that was previously available for public comment, or to maintain the status quo do not require additional public comment opportunity.

Several changes recommended by Planning Commission and directed by Council are more substantial and were not previously available for public comment during the Planning Commission's review process. A list of these changes is provided below. Pursuant to AMC 19.16.090(C), Council must allow additional public comment opportunity on these changes prior to final action.

To fulfill this additional public comment requirement, staff will advertise an additional written public comment period for the listed changes. The written comment period will begin on November 26, 2025 and end on December 11, 2025 at 5:00 pm. Notice of the availability of proposed changes and the comment period was published in the Anacortes American, posted on the City's project webpage, and sent to the 2025 Comprehensive Plan Update email distribution list on November 26, 2025.

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About this Document

This document outlines changes proposed to the Draft 2025 Comprehensive Plan and Development Regulation amendments that were previously released for public review and comment. These earlier draft materials are available on the project webpage at www.planacortes.org. The changes described below apply to the draft documents linked on that site.

Written comments on the changes below may be submitted until **Thursday, December 11, 2025 at 5:00 pm.**

Please send written comments to CompPlan@anacorteswa.gov.

Comprehensive Plan Amendments

Changes Available for Public Comment

Proposed changes to the Draft 2025-2045 Comprehensive Plan are summarized below.

Straightforward text changes affecting short sections are included in full below, where appropriate.

Changes that are lengthy or require additional context are summarized in the table, with the complete text and additional information provided in [Attachment A](#).

#	Reference	Change (from public review draft)	Source
Land Use			
1	Volume I Goal LU-4	Add a new policy under Goal LU-4 to comprehensively address critical areas: <u>LU-4.X. “Ensure that all development complies with the adopted critical areas regulations in the Anacortes Municipal Code. Critical areas include wetlands, frequently flooded areas, fish and wildlife habitat conservation areas, geologically hazardous areas, and areas with a critical recharging effect on aquifers used for potable water.”</u>	PC Rec.
2	Volume I LU-4.5	Revise new Policy LU-4.5 as follows: <u>Coordinate with Washington State Department of Natural Resources, Anacortes Fire Department, utility provider, property owners, and others to reduce wildfire risk. In Wildland Urban Interface (WUI) areas. This could include the adoption of local Wildland Urban Interface (WUI) code.</u>	CC
3	Volume I LU-8.6	Revise existing Policy LU-8.6 to avoid referencing private business names, which are subject to change over time:	CC

#	Reference	Change (from public review draft)	Source
		LU-8.6. Review and reconcile the inconsistencies between zoning, shoreline designation and actual land uses along the Guemes Channel shoreline between <u>the marina (formerly known as Lovric's) near Dakota Avenue</u> Lovric's marina and the Old Town area, as well as possible re-use of existing historic overwater structures in that area in a manner that minimizes impacts on the adjoining residential area on the uplands.	
Housing			
4	Volume II	Add content to the Housing Background section to address new Commerce guidance for housing elements. The new guidance was provided in light of the Growth Management Hearing Board's recent decision regarding Mercer Island's Comprhensive Plan, specifically related to housing requirements: • Analysis of the number of affordable housing units that need subsidies and/or incentives and the amount of funds needed for these units • Identification of potential funding sources for housing needs See Attachment A.	Staff
Environment & Conservation			
5	Volume I Goal EC-3	In Goal EC-3, keep the terms 'tsunamis' and 'earthquakes' – and do not consolidate them under 'seismic events' as was initially proposed in the draft. Goal EC-3. Natural hazards. Reduce exposure to <u>the impacts of flooding, erosion, landslides, tsunamis, and seismic events</u> earthquakes.	PC Rec. CC
6	Volume II	Provide updated, legible critical areas maps in Volume II. No substantive changes.	PC Rec.
7	Volume II	Revise the 2nd paragraph on page II-138 as follows: The <u>Anacortes</u> Community Forestlands are designated <u>habitats of local importance within the</u> as Fish and Wildlife Habitat Conservation Areas in the Critical Areas Regulations and provide significant habitat for both imperiled and commonplace species. While there are still a few small remaining habitat areas present in the	PC Rec.

#	Reference	Change (from public review draft)	Source
		developed areas of Anacortes, the City's primary emphasis is on protecting The large ACFL forestland and park tracts <u>are of primary importance</u> , as they represent the best, largest, and most valuable habitat in the City; <u>however, functions and values of critical areas located outside of the ACFL must also be protected in accordance with GMA and the city's critical areas regulations.</u>	
8	Volume II	Add a list of Animal species occurring in Anacortes. See Attachment A.	PC Rec.
Parks, Rec. & Open Space			
9	Volume I PR-8	Revise Goal PR-8 as follows: Goal PR-8 (formerly PR-9): Open space connectivity. <u>Maintain, E-establish, and in appropriate cases, acquire a network of open spaces and public access corridors.</u>	PC Rec.
10	Volume II	Add a Tree Canopy Evaluation. See Attachment A.	Staff
11	Volume II	Add updated Open Space Map See Attachment A.	Staff
Transportation			
12	Volume I T-1.9	Strike existing policy T-1.9(D): Provide an alternate route, or routes, for local and emergency traffic between the west end of town (Skyline area) and downtown Anacortes (Island Hospital), such as West 2nd Street.	CC
13	Volume I T-1.27	Add a new policy expressing the intent to explore a legal financing mechanism to help with the completion of sidewalk gaps. <u>Policy T-1.27. Explore and consider legal options for establishing a fee-in-lieu-of-construction program for sidewalks that would allow the City to complete sidewalk gaps.</u>	Staff
14	Volume I T-2.20	Revise policy T-2.20 to reflect Anacortes' status as a silver-level bicycle friendly community. Policy T-2.20. Strive to elevate the League of American Bicyclists certification of Anacortes as a Bronze Silver-	CC

#	Reference	Change (from public review draft)	Source
		level Bicycle Friendly Community to a Silver or Gold-level Bicycle Friendly Community.	
15	Volume I T-2.28*	Include a new transportation policy under the section titled “Street Design” stating the City’s intent to seek functional classification for the purpose of seeking state and federal funding to improve multimodal transportation connectivity: <u>Policy T-2.28*. Work with SCOG and WSDOT to gain federal functional classification approval for Kansas Avenue as a collector arterial to SR 20 (Oakes Avenue), which will allow the City to apply for state and federal transportation grants to fund future multimodal improvements along Kansas Avenue.</u> <i>*would require renumbering policies</i>	Staff
16	T-2.18	Keep the existing policy T-2.18, which was marked for deletion in the draft: Prepare, and implement, a master plan for pedestrian and bicycle safety, beautification, and economic stimulus to South Commercial Avenue from 12th to 34th Streets.	CC
17	T-4.11	Keep the existing policy T-4.11, which was marked for deletion in the draft: Review options for, and consider the installation of, city-owned electric car charging stations.	CC
18	Volume II	Functional Classification map and list updates/ corrections See Attachment A.	Staff
Capital Facilities			
19	Volume I CF-4.5	Do not include the proposed new sentence, shown below, to avoid confusion. Policy CF-4.4. Policy CF-4.5. Identify specific sources and realistic projected amounts of public funds-money that will provide full funding for the capital improvement projects needed for existing and future development. Explore funding approaches that don’t put the full burden of capital facilities to support future growth on existing tax and rate payers. Funding sources examples include	PC Rec.

#	Reference	Change (from public review draft)	Source
		connection fees, designated area surcharge fees, and impact fees.	
20	Volume II P. II-332	In the “Other City Buildings and Services” section, replace the Museum section text with updated content. See Attachment A.	Staff
Utilities			
21	Volume I Goals U-9	Revise proposed policies under Goal U-9, Toward Zero Waste, based on feedback from Public Works staff. See Attachment A.	CC
Climate			
22	Glossary	Delete the following terms from the proposed Glossary. The definitions are specific to the climate toolkit, but we use these terms for many other purposes. Assets, Concurrency, Impacts, Probability, Risk, and Sensitivity.	PC / CC

Development Regulation Amendments

Proposed changes to the Draft 2025 Development Regulation Amendments are summarized below. Straightforward text changes affecting short sections are included in full below, where appropriate. Changes that are lengthy or require additional context are summarized in the table, with the complete text and additional information provided in [Attachment B](#).

Changes Available for Public Comment

#	Reference Section	Change (from public review draft)	Source / Origin
	Title 19		
	Division 1		
23	19.12	Delete the terms ‘boarder’ and ‘rooming house’, and associated definitions, everywhere they occur within Title 19.	PC Rec.
	Division 2		
24	Table 19.20.030-1 Application Procedures	Make changes to the review classification and process matrix in Table 19.20.030.1 to address inconsistencies resulting from the removal of the “Type 3-PC” column. See Attachment B.	PC Rec.
	Division 4		
25	19.41.040	In Table 19.41.040, change permissions for Assisted living facilities in the R4A zone from conditional use (C) to prohibited (). See Attachment B.	CC
26	19.41.050	Change “Animal care – indoor” from conditional (C) to permitted (P) in the CBD zone. See Attachment B.	PC Rec.
27	19.42.020	Add a new row to Table 19.42.020 for ‘small duplexes’. Add minimum lot size in the R2, R2A, R3, R3A, and OT zones. See Attachment B.	CC
28	19.42.040 & 19.42.045	Update the general bonus incentives provisions to and add new density bonus provisions for affordable housing development on property owned by religious organizations (RCW 36.70A.545) See Attachment B.	Staff / Commerce

#	Reference Section	Change (from public review draft)	Source / Origin
29	19.42.070	Revise Figure 19.42.070 #4 as follows: 4. Provide space for a public park equal to at least 5 percent of the gross floor area of the applicable building, but not less than 10,000 square feet in area, on a site agreed upon by, and dedicated to, the city. <u>The city may permit the owner to retain title if a city attorney-approved instrument guaranteeing permanent public access and ongoing maintenance is executed.</u> The space should be configured and located so it is able to incorporate common municipal park features such as playgrounds, fitness areas, picnic areas, pavilions, etc. <u>This feature qualifies for 2 bonus incentive elements, allowing up to 20 feet of additional building height above the base height limit.</u>	PC Rec.
30	19.42.120	Update AMC 19.42.120(C)(7) text and figure to clarify façade stepback requirements for buildings exceeding the base height in CBD and MMU zones. See Attachment B.	CC
31	19.43.050	In AMC 19.43.050(A), define “small duplexes”. See Attachment B.	CC
32	19.43.050	In AMC 19.43.050(B), establish 1,400 sq. ft. gross floor area as the maximum unit size for small duplex units in the R2, R2A, R3, R3A, and OT zones. See Attachment B.	CC
33	19.43.060	In AMC 19.43.060(C), establish 1,000 sq. ft. gross floor area as the maximum unit size for triplex units in the R2A and OT zones.	CC
34	19.43.070	In AMC 19.43.070(C), establish 1,000 sq. ft. gross floor area as the maximum unit size for townhouse units in the R2A and OT zones.	CC
35	19.43.130	Update the Assisted living R3 zone-specific standards for improved clarity regarding facility spacing. See Attachment B.	PC Rec.

#	Reference Section	Change (from public review draft)	Source / Origin
36	19.44.090	Add new zone-specific standards for Indoor Recreation uses in the LM1 and I zones. See Attachment B.	PC Rec. CC
	Division 5		
37	19.50.010	Add the word “planned” to the title of the map in 19.50.010(E), Exhibit A.	PC Rec.
38	19.52.030	Revise the exception language in AMC 19.52.030(A)(3)(c)(1) to specify construction of a multiuse path along the east side of J Ave.	PC Rec.
39	19.53	AMC 19.53 Private Driveways and Access – clarify alley access requirements and create criteria for approving wider curb cuts. See Attachment B.	PC Rec
	Division 6		
40	19.62.040	Add a new section allowing modification of internal open space requirements for certain affordable housing development. See Attachment B.	Staff

ATTACHMENT A

4 - Housing Background updates

Add this information to the Volume II Housing Background section.

Funding Gap

In the August 2023 “Guidance for Updating Your Housing Element” (also referred to as “Book 2”), the Department of Commerce provides a recommended methodology for estimating the funding gap for capital costs needed to construct sufficient affordable housing to meet jurisdictional targets. This analysis follows, as a means to help quantify the magnitude of funding needed to meet Anacortes’ affordable housing needs.

The table below shows affordable projects built in Anacortes over the past decade (as well as one planned project). In total, 82 units have been built in the past decade, serving incomes between 0 and 80 percent of the Area Median Income (AMI). This averages to 8.2 units per year, or 164 new units when trended out over the 20 year planning horizon:

Figure 1. Affordable Housing Built Since 2015 and Planned in Anacortes

<u>Project</u>	<u>Year Built</u>	<u>Units</u>	<u>Income Served</u>
<u>The Launch</u>	<u>2018</u>	<u>20</u>	<u>30-60% AMI</u>
<u>Birch Tree Village</u>	<u>2023</u>	<u>5</u>	<u>0-60% AMI</u>
<u>The Landing</u>	<u>2023</u>	<u>21</u>	<u>30-50% AMI</u>
<u>Habitat Duplexes</u>	<u>2024</u>	<u>2</u>	<u>0-80% AMI</u>
<u>Samish Cottages</u>	<u>2023</u>	<u>14</u>	<u>0-80% AMI</u>
<u>Olson Building</u>	<u>2026 (planned)</u>	<u>20</u>	<u>0-60% AMI</u>
-	-	-	-
-	<u>Total Units</u>	<u>82</u>	-
-	<u>Per Year Average</u>	<u>8.2</u>	-
-	<u>Potential Units 2026-2046</u>	<u>164</u>	-

Source: Anacortes Housing Action Plan

In total, Anacortes has an aggregated target of 1,957 units needed to serve incomes under 80 percent AMI. However, not all of the units serving 50-80 percent AMI will likely require subsidy.

Assuming that all of the units serving under 50 percent AMI and half of the units serving 50-80 percent AMI will require subsidy, there would be 1,746 units requiring subsidy over the planning horizon. Subtracting the 164 units shown above that are likely to be built based on current trends would leave a gap of **1,582** subsidized units.

The Department of Commerce provided estimates for the per-unit cost of constructing subsidized housing across the state, however no estimate for Skagit County was provided. Using the statewide average of \$307,407 per unit, this would result in a total cost of **\$486.3 million** over the 20-year horizon (in 2022 dollars), or about **\$24.3 million** per year. This provides a rough estimate, although as noted on p. 61 of Book 2, “It is important to note that this methodology will result in a rough estimate of funding gaps in 2022 dollars. Construction costs and interest rates have been escalating rapidly. Therefore, expect the funding gap to grow during the projection period. The methodology also does not consider rents paid by tenants that can offset the total amount of public subsidy needed.”

Funding Sources

As shown above, the city is likely to need significant subsidy to meet its needs for affordable housing, as is the case with jurisdictions small and large across Washington. The table below shows some local option tools available to the city to help address affordable housing funding gaps and their current status:

Local option tools for addressing affordable housing funding gaps*	Implementation status	Plans for implementation
Housing and related services sales tax (RCW 82.14.530)	In February 2020, Anacortes voters approved a 20-year 0.1% sales tax to use for affordable housing. This is authorized by RCW 82.14.530 (effective June 2020, voter approval for such measures is no longer required). Additionally, the City collects a 0.0146% sales tax credit from the State, as outlined in RCW 82.14.543, that may be used for constructing or maintaining affordable housing. Combined, the 2021 revenue from the sales tax sources was about \$719,000. The funds have been split between the AHA and AFC. The funds are already assisting ongoing projects. These include AFC’s Landing Apartments and AHA’s Birch Tree Village townhomes and the rehabilitation of the Olson Building.	Implemented

<u>Donating surplus public lands for affordable housing projects (RCW 39.33.015)</u>	<u>The Housing Action Plan identified city-owned land at Sharpe's Corner as a potential site for affordable housing. The City engaged a consultant team to study the feasibility of housing on the site.</u>	<u>Being studied for feasibility</u>
<u>Impact fee waivers for affordable housing projects (RCW 82.02.060)</u>	<u>Anacortes has implemented impact fee waivers under AMC 3.93.060</u>	<u>Implemented</u>
<u>General facility charges waivers for low-income housing (RCW 35.92.380)</u>	<u>Anacortes has implemented general facility charges waivers under AMC 13.44.010.</u>	<u>Implemented</u>
<u>Application fee waivers or other benefits for affordable housing projects (RCW 36.70A.540)</u>	<u>The City offers several benefits for affordable housing, such as density bonuses within the UGA, height and bulk bonuses; and parking reductions.</u>	<u>Implemented</u>
<u>Multifamily Tax Exemption (MFTE) with affordable housing requirement (RCW 84.14)</u>	<u>Anacortes had an MFTE program from the late 2000s until 2015. No projects applied to the program during that time. However, there is renewed interest in the program among City officials and stakeholders, and no other cities in Skagit County currently offer an MFTE program. The Housing Action Plan recommended that the city reinstate an MFTE program to help fund affordable housing in Anacortes.</u>	<u>The City plans to study MFTE in 2026 or 2027</u>

In addition to the local option tools above, the City receives federal Community Development Block Grant (CDBG) funding of approximately \$100,000 per year that is used for low-income housing maintenance and rehabilitation. This funding also goes to either the AHA or AFC. The U.S. Department of Housing and Urban Development manages a variety of CDBG grants that cities may apply to.

8 - List of Animal Species

In the Environment & Conservation Background section, add the below introductory paragraph and list of animal species found in and near Anacortes:

The following list highlights species in Anacortes that are federally- or state-listed, as well as species identified by the Washington Department of Fish & Wildlife (WDFW) as needing special conservation measures.

	<u>Federal or State Listed Species (Endangered, threatened, sensitive, candidate)</u>	<u>Priority Habitat & Species List (WDFW)</u>
<u>Mammals</u>	<u>Killer Whale</u> <u>Humpback Whale</u> <u>Pacific Harbor Porpoise</u>	<u>Harbor Seal</u> <u>Yuma Bat</u> <u>Big Brown Bat</u> <u>Little Brown Bat</u> <u>Townsend's Big-eared bat</u>
<u>Birds</u>	<u>Marbled Murrelet</u> <u>Western Grebe</u>	<u>Western High Arctic Brandt</u> <u>Great Blue Heron</u> <u>Purple Martin</u> <u>Waterfowl and shorebird concentrations</u>
<u>Fish & Mollusks</u>	<u>Puget Sound Chinook Salmon</u> <u>Puget Sound Steelhead</u> <u>Coastal-Puget Sound Bull Trout</u> <u>Pinto Abalone</u>	<u>Surf Smelt</u> <u>Pacific Sand Lance</u> <u>Pacific Herring</u> <u>Coho Salmon</u> <u>Rainbow trout</u> <u>Hardshell Clam</u> <u>Pandalid Shrimp</u> <u>Dungeness Crab</u> <u>Red Sea Urchin</u>
<u>Amphibians, Reptiles & Insects</u>		<u>Beller's ground beetle</u>

Source: Washington Department of Fish & Wildlife. (n.d.). *Priority Habitats and Species (PHS)*. Retrieved November 25, 2025, from <https://wdfw.wa.gov/species-habitats/at-risk/phs>

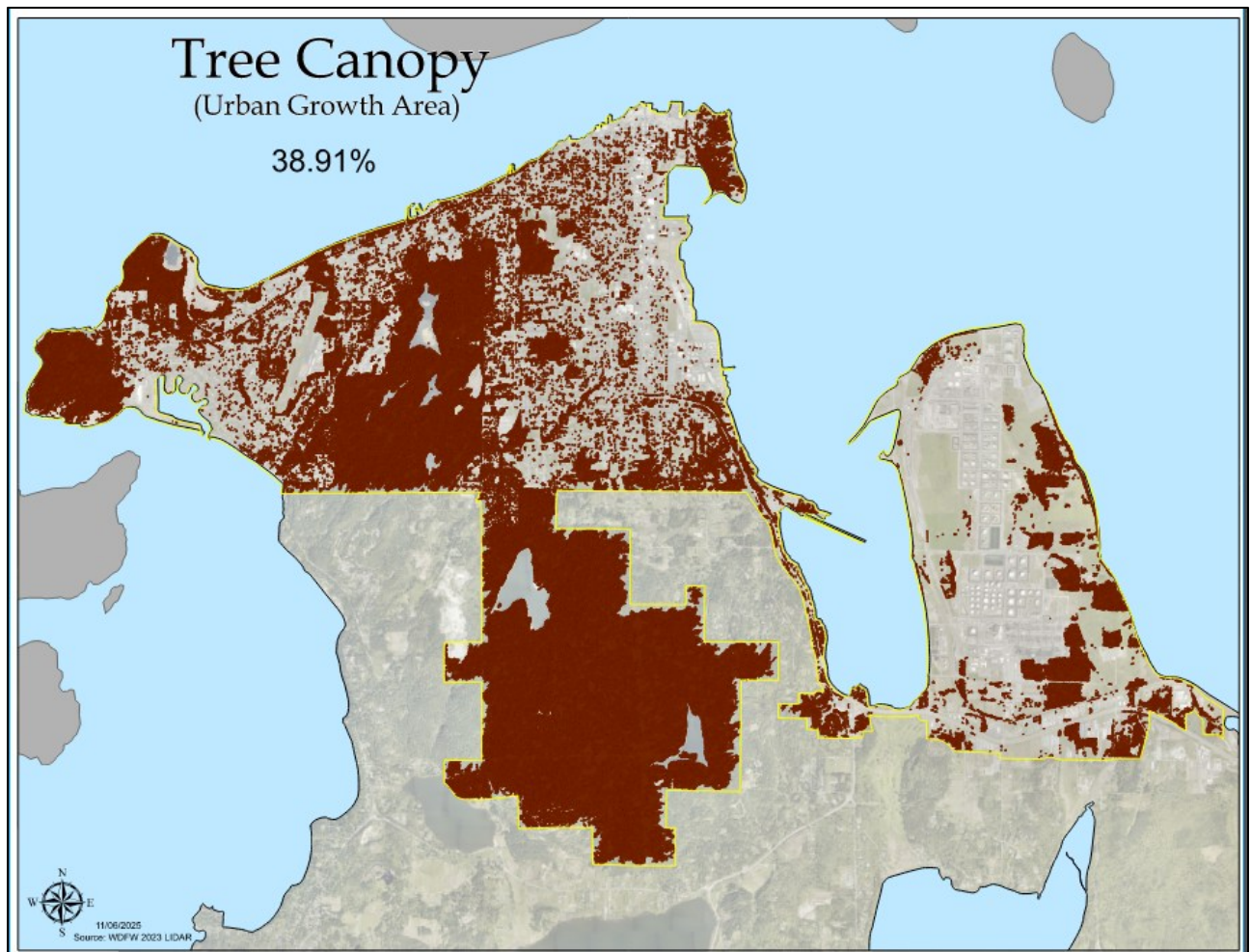
10 - Tree Canopy Evaluation

Add the following tree canopy evaluation to Volume II of the Parks, Recreation, and Open Space Element:

Urban forests are an important consideration in meeting the requirements of RCW 36.70A.070(9), which requires the City include a Climate Change and Resiliency element in the Comprehensive Plan. In addition, RCW 36.70A.070(8) also requires the Parks and Recreation element to include a similar evaluation of tree canopy coverage within the urban growth area (UGA).

This tree canopy evaluation aims to assess the existing tree canopy in Anacortes and provide a basis for potential future tree-canopy goals, management, and policy actions.

Using land cover data from WDFW, tree canopy cover was estimated at 38.91% for the entire UGA (and 45% in the city limits). This total reflects tree cover across public and private parcels and is calculated by dividing the amount of tree canopy by the amount of land within the UGA.

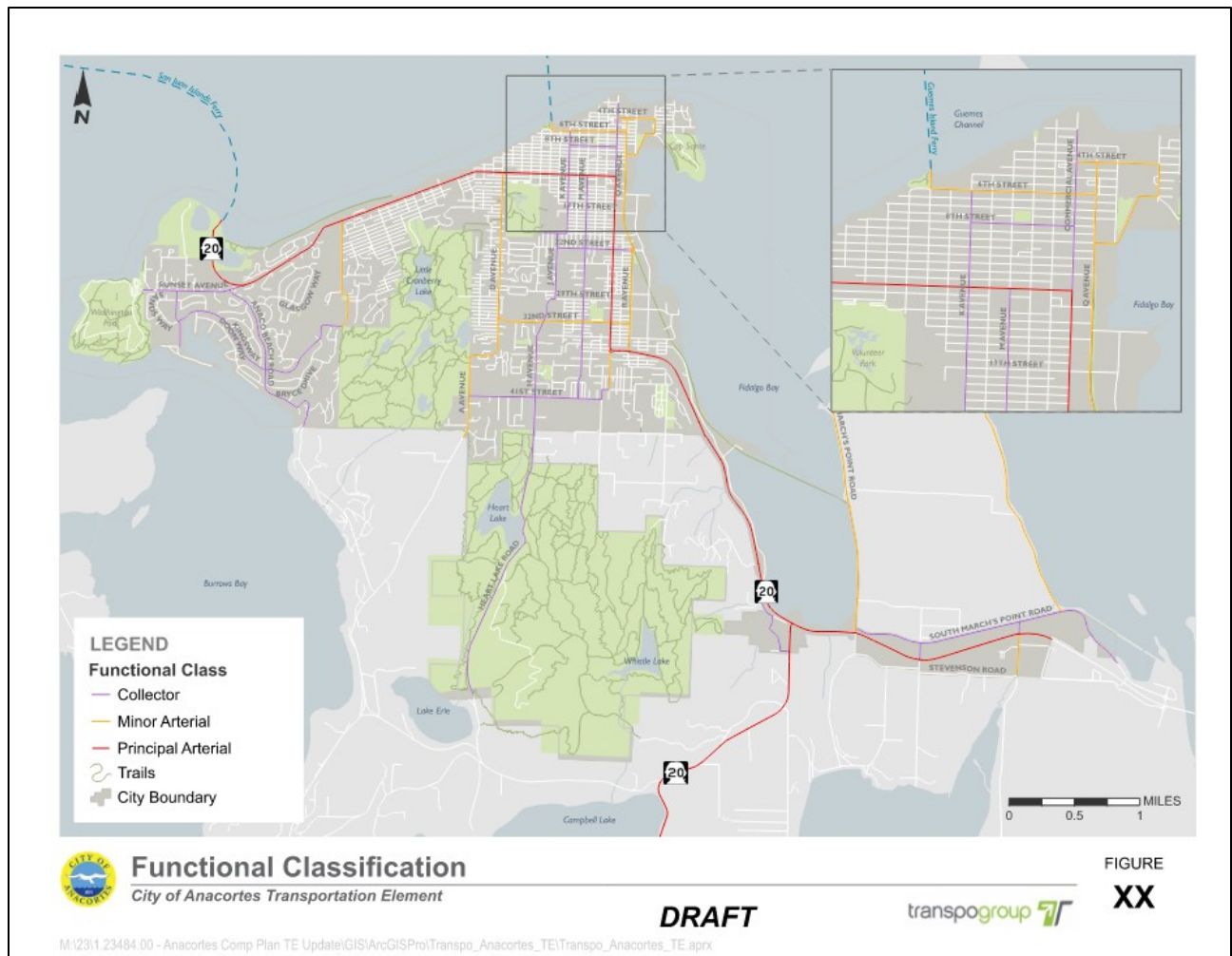


Preliminary observations include:

- Tree canopy cover within city limits is estimated at 45%.
- Tree canopy is concentrated within the Anacortes Community Forestlands (ACFL). When the ACFL tree canopy is removed from the total, the canopy cover falls to 21% of the UGA.
- Canopy cover is unevenly distributed, with ACFL /park areas holding most of the canopy, while mixed-use, industrial, and high-density residential zones in the eastern part of the city show much lower canopy cover.

11 - Open Space Map

Add this map to Volume II of the Parks, Recreation & Open Space element:



20 - Museum Background Info Update

Replace the existing text on P. II-332 with the following:

Anacortes Museum staff operate three public facilities in our historic downtown: the Museum and research library at the Carnegie building (1305 8th Street), the Maritime Heritage Center, and the National Historic Landmark *W.T. Preston* snagboat (703 R Avenue). Beyond these structures, Museum outreach extends to stewardship of the Bill Mitchell murals, creation of interpretive signage at significant locations, and digital platforms linked from the Museum website to more than 80,000 archived photographs, historic films, and online access to 110 years of local newspapers.

The Museum Advisory Board offers input on the Anacortes Museum Collections. The Anacortes Historic Preservation Board has monthly meetings at the Anacortes Museum, attended by the museum's director.

The Anacortes Museum provides dedicated customer service for residents and visitors while working in collaboration with community organizations with respect for our history. Beyond core

needs, the museum partners on fundraising with the Anacortes Museum Foundation to enhance our exhibits, events, publications, and other programs.

21 – Toward Zero Waste goal and policies updates

Update the proposed new goal and policies as follows. Yellow highlights indicate changes made after initial public draft.

Goal U-9. Toward Zero Waste. Increase recycling and composting to 65% of the municipal solid waste stream.

Policy U-9.1. ~~Provide~~ **Explore** weekly curbside food waste collection including small containers for residents that do not require yard waste bins.

Policy U-9.2. ~~Facilitate~~ **Encourage** or require multi-family dwellings to offer food waste collection.

Policy U-9.3. Perform a waste characterization study and analyze results to identify waste stream components that can be targeted for reduction through producer responsibility or consumer education.

Policy U-9.4. Construct solid waste rate schedules to incentivize increased diversion or reduced frequency of pickup.

Policy U-9.5. When it becomes feasible, reduce garbage collection frequency to reduce trips, personnel costs, and greenhouse gas emissions.

ATTACHMENT B

24 - Table 19.20.030-1 Application Procedures

Update the table as follows: Yellow highlights indicate changes made after initial public draft.

Table 19.20.030-1

Review classification and process matrix

Types of Review	Type 1 Administrative Ministerial Actions	Type 2 Administrative Decisions	Type 3- HE Hearing Examiner Decisions	Type 3- PC Planning Commission Decisions	Type 4 City Council Decisions
Types of Applications	• Accessory dwelling units • Assessment of impact fees per AMC Chapter 3.93 • Boundary line adjustments • Building, mechanical, and plumbing permits • Clearing and grading permits • Critical area letter of exemption • Extension of time for approval • Fence permits • Minor permit revisions • Shoreline exemptions • Sign permits • Site plan review, less than 10 dwelling units, less than 12,000 sq. ft. of nonresidential gross floor area, or less than 20,000 sq. ft. of nonresidential site improvements	• Administrative conditional use permits, including home occupation permits • Binding site plans, less than 10 lots • Critical area permit – Permitted alteration • Level 1 variances • Preliminary short subdivisions • SEPA threshold determinations • <u>Shoreline substantial development permits (SSDP)</u> • Site plan review, 10 or more dwelling units, 12,000 sq. ft. or more of nonresidential gross floor area, or 20,000 sq. ft. or more of nonresidential site improvements • Stormwater Management Manual exceptions	• <u>Binding site plans, 10 or more lots</u> • <u>Conditional use permits, except administrative CUPs</u> • Critical area variance – Reasonable use exception • <u>Essential public facilities, Type 2</u> • Level 2 variances • <u>Preliminary long subdivisions</u> • <u>Shoreline conditional use and variance permits</u> • Zone boundary determination	• Shoreline conditional use and variance permits • Shoreline substantial development permits (SSDP) for projects valued less than \$1,000,000 on site less than three acres	• Binding site plans, 10 or more lots • Conditional use permits, except administrative CUPs • Essential public facilities, Types 1 and 2 • Framework development plans • Preliminary long subdivisions • Site-specific rezones authorized by the comprehensive plan • Shoreline substantial development permits (SSDP) for projects valued at \$1,000,000 or more or on site of three acres or more

Types of Review	Type 1 Administrative Ministerial Actions	Type 2 Administrative Decisions	Type 3- HE Hearing Examiner Decisions	Type 3- PG Planning Commission Decisions	Type 4 City Council Decisions
Pre-Application Conference	At discretion of Director	At discretion of Director	Yes <u>At discretion of Director</u>	Yes	Yes
Pre-Application Neighborhood Meeting	No	No, except may be required for short subdivisions, binding site plans, and site plan review a At discretion of Director	Yes <u>At discretion of Director</u>	Yes	Yes
Notice of Application	No	Yes	Yes	Yes	Yes
Comment Period	None	14 days (30 days for shoreline permits)	21 days (30 days for shoreline permits)	21 days (30 for shoreline permits)	21 days (30 for shoreline permits)
Recommendation By	None	None	Director	Director	Planning Commission
Pre-Decision Open Record Public Hearing	No	No	Yes, before Hearing Examiner	Yes, before Planning Commission	Yes, before City Council Planning Commission
Closed Record Decision Hearing	No	No	No	No	No Yes, before City Council
Decision By	Director	Director	Hearing Examiner	Planning Commission	City Council
Notice of Decision	No	Yes	Yes	Yes	Yes
Local Appeal Available To	Hearing Examiner	Hearing Examiner *There is no local appeal for shoreline permits. See AMC 18.16.	City Council *There is no local appeal for shoreline permits. See AMC 18.16.	City Council	None
Appeal Hearing Type	Open record	Open record	Closed record	Closed record	N/A

25 – Assisted living facilities in R4A - Table 19.41.040

In Table 19.41.040, change permissions for Assisted living facilities in the R4A zone from conditional use (C) to prohibited (). Yellow highlights indicate changes made after initial public draft.

Principal Use	R1	R2	R2 A	R3	R3 A	R4	R4 A	OT	References & special use limitations
Group Living, as listed below									
.....									
Assisted living facility				€ P ^x	€ P	P	€		AMC 19.43.130 ^x AMC 19.43.130(B)(3)
.....									

26 - Indoor animal care in the CBD zone

Revise Table 19.41.050, Principal uses permitted in mixed-use and industrial zones, to change indoor animal care from (C) to (P). Yellow highlights indicate changes made after initial public draft.

Principal Use	CBD	C	MMU	CM	CM2	LM	LM1	MS	I	HM	Reference
.....											
Personal Service, except as listed below	P	P	P								AMC 19.44.080(A)
Animal care - indoor	€ P	P					P				AMC 19.44.080(B)
Animal care - outdoor		C					P				AMC 19.44.080(C)
.....											

27 - Small duplexes

Add a new row to Table 19.42.020 for ‘small duplexes’. Add minimum lot size in the R2, R2A, R3, R3A and OT zones. Yellow highlights indicate changes made after initial public draft.

Table 19.42.020

Form and intensity standards for residential use.

Measure	R1	R2	R2A	R3	R3A	R4	R4A	OT	Conditions/Reference
LOT SIZE AND DEVELOPMENT INTENSITY									
Lot size for single-family dwelling,	15,000	7,500	6,000	4,500	3,000	3,000	3,000	6,000	See AMC 19.43.030 for standards for lots <5,000 sq. ft.

Measure	R1	R2	R2A	R3	R3A	R4	R4A	OT	Conditions/Reference
minimum (square feet) (AMC 19.42.080)									
Lot size for “small duplex”, minimum (square feet)		7,500	6,000	4,500	3,000			6,000	See AMC 19.43.050 for duplex standards. (*Max. [1,000-1,400] square feet gross floor area per unit)
Lot size for duplex, minimum (square feet) (AMC 19.42.080)		9,000 or 7,500* or 6,000*	9,000 7,500 or 6,000*	7,500 6,000 or 4,500*	5,000 4,500	4,200 3,000	4,200 3,000	7,500 or 6,000*	See AMC 19.43.050 for duplex standards. (*Max. [1,000-1,400] square feet gross floor area per unit)

28 – Bonus incentives generally & affordable housing density bonus for religious organizations

Revise 19.42.020 and add new section 19.42.045:

19.42.040 Bonus incentives, generally.

- A. Purpose. ~~To offer flexibility to in development standards allowable density or height in strategic zones in exchange for the integration of permanent open space or affordable housing units. The purpose of the bonus incentives provisions is to encourage the production of affordable housing and community benefits by allowing increased development potential in exchange for qualifying public benefits.~~
- B. Applicability.
- The bonus incentive provisions of this chapter apply to the following situations.
 - Density bonuses for affordable housing on property owned by a religious organization (see AMC 19.42.045).
 - Height bonuses in the R4, C, and CBD zones as established in Table 19.42.020 and Table 19.42.030 (see AMC 19.42.050).
 - Height bonuses in several mixed-use and industrial zones (see AMC 19.42.060 and 19.42.070).
 - The provisions of this section are optional.

19.42.045 Density bonus for religious organizations.

- A. **Purpose.** To implement RCW 36.70A.545 and encourage the development of long-term affordable housing on property owned or controlled by religious organizations.
- B. **Applicability.** Developments meeting the requirements of RCW 36.70A.545 may request modifications to any of the development standards listed in subsection (C), below.
- C. **Modifications to development standards.** An applicant may request modification of the following development standards:

1. Allowed housing types (AMC 19.41.040 and .050). In residential zones, the next increment of higher-intensity residential building type is allowed in addition to the base residential type(s). Depending on the zone, the next increment of housing may include duplexes, triplexes, fourplexes, townhouses, or small multiplexes. Zone-specific limitations to location on alley-loaded lots and on maximum unit size do not apply to development proposed under this section.
 2. Reduced setbacks, increased lot coverage, increased density and/or reduced minimize lot size or dimensions (AMC 19.42.020 and .030).
 3. Reduced internal open space standards (AMC 19.62.040).
- D. **Criteria for granting request.** The Director may approve the requested modification(s) to development standards when an applicant demonstrates that:
1. The modification is necessary to make the project financially or physically feasible while maintaining the required affordability level.
 2. The project is designed to minimize neighborhood impacts through sensitive site and building design.

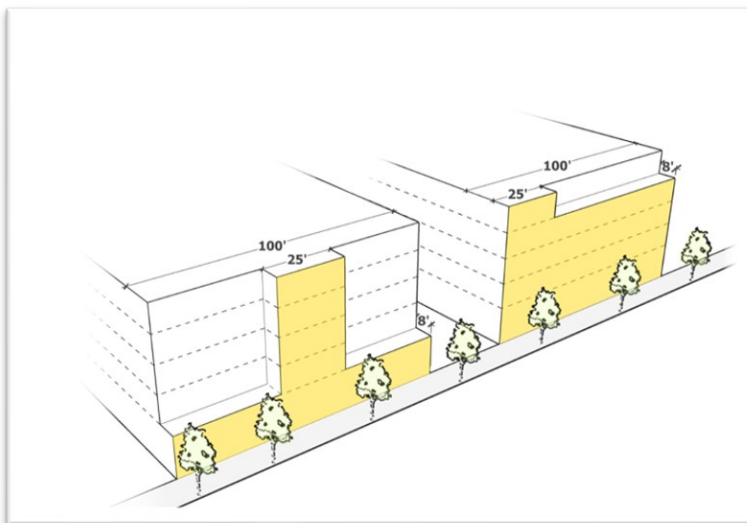
30 – Horizontal façade setback for tall buildings - AMC 19.42.120(C)(7) clarification

Amend AMC 19.42.120(C)(7) as follows:

7. *CBD and MMU Zone ~~Setback~~ Stepback Requirements.* For buildings which exceed the maximum base height in the CBD and MMU zones, buildings must incorporate a minimum horizontal ~~setback~~ stepback of eight feet along at least 75 percent of the façade. The required ~~setback~~ stepback must be placed somewhere between the ground floor and the top floor. See Figure 19.42.120(C)(7) for an example.

Figure 19.42.120(C)(7). ~~Illustration of required building setbacks for tall buildings.~~ This figure illustrates two examples of tall buildings that comply with the horizontal stepback requirements. The left building features a stepback after the first floor, whereas the right building only steps back the top floor. In both buildings, 25% of the façade (length) does not include a stepback.

[insert new figure (below)]



[delete old figure]

31 – Small duplex - definition

- A. *Definition.* A building that is entirely surrounded by open space on the same lot and contains two dwelling units. A “small duplex” is a duplex in which each dwelling unit is limited to a maximum size, as identified in AMC 19.43.050(B)(2).

32 – Small duplex - maximum unit size by zone

Yellow highlights indicate changes made after initial public draft.

B. Standards

1. [no change]
2. Zone-Specific Standards.

1. R2, R2A, R3, R3A and OT Zones. The maximum unit size for ‘small duplexes’ is 1,400 sq. ft. gross floor area per unit.

Minimum lot size: 7,500 sq. ft. when all units have [1,200-1,400] square feet gross floor area or less.

2. ~~R2A Zone. Minimum lot size: 6,000 sq. ft. when all units have [1,200-1,400] square feet gross floor area or less.~~

3. ~~Old Town Zone. Minimum lot size: 6,000 sq. ft. when all units have [1,200-1,400] square feet gross floor area or less.~~

35 - Assisted living facilities, R3 zone-specific standards 19.43.130(B)

Add “located in the zone” to this section to clarify that separation distance applies to facilities within the R3 zone. Yellow highlights indicate changes made after initial public draft.

1. Zone-Specific Standards.

1. R3 Zone.

- (I) Assisted living facilities are limited to a maximum of 10 units or beds per facility.
- (II) Assisted living facilities must be separated from other assisted living facilities located in the zone by a minimum distance of 1,000 feet.
- (III) Porte cochere and similar features for passenger loading must be designed to accommodate vehicles no longer than 30’.
- (IV) A traffic mitigation plan must be submitted with the application. The plan must address traffic control, parking management (including the mitigation of overflow parking into adjoining residential areas), and traffic movement to the arterial street system.

36 - Indoor recreation in LM1 and I zones - 19.44.090

Revise the proposed new zone-specific standards for Indoor Recreation uses the LM1 and I zones as follows. Yellow highlights indicate changes made after initial public draft.

“LM1 and I zones. Limited indoor recreation facilities, including but not limited to fitness centers, gyms, climbing gyms, martial arts studios, and indoor sports courts (e.g. basketball, volleyball) may be permitted when the Director finds that following criteria are met:

- Recreational uses must be designed to minimize conflicts with adjacent industrial operations, including noise, truck access, and hours of operation.

- The maximum occupancy for such facilities must not exceed 30 people, unless the applicant demonstrates that a larger occupancy will neither disrupt surrounding industrial operations nor significantly reduce the land available for industrial uses. it is demonstrated by the applicant that a higher occupancy will not disrupt industrial uses."

37 - Street functional classification and map corrections - 19.52.030

A. **19.52.030(A) Exhibit A** - Replace the City Functional Classification Map in AMC 19.52 with a corrected version that is consistent with the WSDOT classification map,

B. **AMC 19.52.030. A.2. Minor Arterials** - Revise as follows:

.....

2. Minor Arterials. Streets that provide movement of through traffic but also provide considerably more access for local traffic that originates in or is destined to commercial, retail, or activity centers along a corridor.

a. Minor arterials within the City include the following streets:

.....

4) ~~Commercial Avenue, between Port and 12th Street~~ (Revised to Collector)

.....

11) ~~34th~~ 32nd Street, between R Avenue and ~~V~~ D Avenue

.....

C. **AMC 19.52.030. A. 3. Collector Arterials** – Revise as follows:

.....

3. Collectors. Streets that assemble and concentrate residential traffic and direct it toward the higher order arterial system.

a. Collectors within the City include the following streets:

.....

13) ~~17th Street, between J Avenue and Q Avenue~~ (*Local Street*)

.....

15) ~~32nd Street, between D Avenue and R Avenue~~ (*Revised to Minor Arterial*)

.....

18) ~~Summit Park~~ Fidalgo Bay Road, between ~~Christianson Road~~ SR 20 Spur and ~~Thompson Road~~ Scandia Court

19) ~~Stevenson Road, between Thompson Road and Reservation Road~~ Scandia Court between Fidalgo Bay Road to Old Brook Lane

20) ~~Christianson Road~~ Old Brook Lane, between SR 20 and ~~Summit Park Road~~ Scandia Court and SR 20

.....

39 - Private driveways and access standards updates - AMC 19.53

Revise as follows:

19.53.010 Purpose.

A. To enhance safe and efficient roadway operations while providing access to adjacent properties and businesses.

B. To improve safety and mobility for people walking, biking, and rolling throughout the city.

19.53.020 Applicability.

All new or altered private driveways and private accesses onto a city street (including temporary or construction accesses) must comply with this chapter and the Anacortes engineering design standards.

19.53.030 Driveways and access easements.

A. *[no change]*

B. *Driveway Location.*

1. *Collector and Arterial Streets. [no change]*

2. *Frontage on Multiple Streets.* Where a property has frontage on more than one street, driveways and vehicular accesses are limited to the lowest ~~volume~~ street classification, as determined by the Public Works Director.

3. *Alleys.* Where a property abuts an alley, driveways must access from the alley, except when ~~either any of the following conditions exist, as determined by the Public Works Director:~~

a. ~~The property is in a residential zone and topography, lack of existing improvements, or other conditions makes alley access impracticable. The proposed development consists of one single-family residence, and the existing alley surface is not currently paved or graveled;~~
or

b. ~~The property is located in a mixed-use, industrial, or R4 zone and anticipated traffic generation of the use in combination with other existing or future permitted uses along the block would exceed the functional capacity of the alley. Alley access is not feasible due to existing topography or other environmental or physical constraints;~~ or

c. Due to the relationship of the alley to the surrounding street system, use of the alley for parking access would create a significant safety hazard; or

d. Alley access would reduce accessibility to a dwelling unit for persons with disabilities or required barrier-free parking spaces meeting the standards of the Americans with Disabilities Act (ADA) and the recommendation in the Anacortes ADA Transition Plan; or

e. If the majority of the existing residences along a public street block already have driveways, then a new driveway across the sidewalk to the public street may be permitted to maintain the character of the street, if it can meet ADA-compliance requirements.

4. Existing driveways that do not conform to the location requirements in AMC 19.53.030 (B) must be removed as a condition of approval of any development activity listed in AMC 19.51.020. Removal includes restoration of the curb, gutter, sidewalk, and planting strip.

C. - E. *[no change]*

F. Driveway Cut Width. Minimum and maximum driveway cut widths are limited to those identified in Table 19.53.030.

Exception: The Public Works Director may approve a wider driveway cut in Industrial zones when an applicant demonstrates all of the following:

- A site regularly serves large vehicles and a standard driveway cut cannot safely accommodate required turning movements, and
- A wider driveway cut will not compromise pedestrian safety or ADA access, and
- The driveway cut is designed to reduce visual and functional impacts.

Table 19.53.030
Driveway cut width

Use Type	Minimum Width	Maximum Width
<i>Residential</i>		
<u>Lot</u> width = 50 feet or greater	10 feet	20 feet
<u>Lot</u> width < 50 feet	10 feet	12 feet or 20 feet if shared with adjacent <u>lot</u>
Commercial and Industrial	20 feet	30 feet

40 – Internal open space modification for affordable housing development – 19.62.040

Add a new section allowing the Director to modify required internal open space requirements in certain circumstances.

AMC 19.62.040(B)

5. Modification. The Director may reduce or modify the required open space standards of this section in the following circumstances:

- a. The project provides 100% of the units as permanently affordable units for households earning 0-60% AMI.
- b. The project preserves significant architectural features or contributes to community historic preservation goals in a manner that limits open-space placement; or involves constrained parcels where rigid open space ratios would limit viable development.
- c. The primary entrance of the development is located within one-quarter mile walking distance of a public park or publicly accessible open space.



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • 360-725-4000
www.commerce.wa.gov

November 17, 2025

City Council
City of Anacortes
c/o Libby Grage
Planning Manager

Sent via electronic mail: libbyb@anacorteswa.gov

Re: Review of Proposed Amendments to City of Anacortes Municipal Code

Dear Council Members,

Thank you for the opportunity to comment on proposed amendments to the City of Anacortes's development regulations. Growth Management Services received the proposed amendments on September 15, 2025, and processed them with material identification number 2025-S-9868.

We have reviewed your submittal using Commerce's [Periodic Update Checklist-Updated July 2024](#), and [Expanded Housing Checklist](#).

We appreciate the City's efforts to amend its development regulations and, based on our review of the proposed amendments, offer our comments and recommendations below:

1. *City and county development regulations must allow an increased density bonus consistent with local needs for any affordable housing development of any single-family or multifamily residence located on real property owned or controlled by a religious organization.* [RCW 36.70A.545](#)

In our review, we did not find where the city's code allows for an increased density bonus consistent with local needs for affordable housing development on real property owned or controlled by a religious organization, as required by [RCW 36.70A.545](#). We recommend updating your code, if necessary, to reflect that such a density bonus is allowed.

2. *Regulatory limits on outdoor encampments, safe parking efforts, indoor overnight shelters, and temporary small houses on property owned or controlled by a religious organization must be consistent with [RCW 35.21.915](#) and [RCW 36.01.290](#), which are very rigorous lists of potential items.*

The city's code does not appear to regulate temporary shelter uses on religious organization property. We recommend reviewing standards applied to temporary encampments and, if necessary, incorporating requirements of [RCW 35.21.915](#) into the city's code, to clarify that these uses are allowed consistent with the provisions in statute.

As a friendly reminder, copies of adopted amendments shall be submitted to Commerce within ten days after final adoption ([RCW 36.70A.106\(2\)](#)).

Again, we appreciate the opportunity to work with the City of Anacortes and provide comment on the proposed amendments. We are available for technical assistance and, if requested, can attend upcoming meetings with your Planning Commission and/or Council. If you wish to discuss any of the comments presented in this letter, you may reach me at Lexine.long@commerce.wa.gov or 360-480-4498.

Sincerely,



Lexine Long, AICP
Senior Planner
Growth Management Services

cc: David Andersen, AICP, Managing Director, Growth Management Services
Valerie Smith, AICP, Deputy Managing Director, Growth Management Services
Ben Serr, AICP, Eastern Regional Manager, Growth Management Services
Carol Holman, MUP, Western Regional Manager, Growth Management Services
Anne Fritzel, AICP, Housing Section Manager, Growth Management Services
Laura Hodgson, Housing Planning and Data Manager, Growth Management Services
Lilith Vespier, AICP, Infill Housing Manager, Growth Management Services



City Council Agenda Bill

Meeting Date: December 15, 2025 **Agenda Item:** 8.g.

Agenda Item Title: Puget Sound Energy Lease Agreement

Staff Contact(s): Darcy Swetnam

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Greg Francioch	Contract Award
Darcy Swetnam	

Item Summary: The City of Anacortes and Puget Sound Energy have actively been negotiating the terms of a new lease for the area where the cell towers are located on the summit of Mt. Erie for several years. The previous lease was from the late 1980s and expired in 2011. PSE has been in holdover status on a month-to-month tenancy since the original lease term expired.

The Anacortes Kiwanis Club also has an interest in the cell tower location since they donated the Mt. Erie summit to the City for parks purposes in the early 1950s. The Club had its own agreement with PSE for the past 25 years to share revenue from the cell tower leases.

When negotiations between the City and PSE restarted, the City and the Kiwanians signed an MOU to work together on the lease with the City taking the lead. The City engaged a consultant, David Siegel, who has expertise in telecommunication leases with extensive experience representing municipal clients. Mr. Siegel's support guided staff throughout negotiations to ensure fair lease terms that were consistent with industry standards.

Here are some key terms in the proposed lease:

Term: Section 2.2 provides the lease term is 5 years with the ability to extend another 5 years. The previous MOU between PSE and the Kiwanians is voided by this agreement.

Rent: Section 2.3 dictates that the City and the Kiwanians will receive two-thirds of the gross monthly revenue from tower subleases with a minimum of \$72,000 per year.

PSE will pay base rent of \$6000 a month and then an adjustment payment will be made at the end of the year for any annual earnings in excess of the base rent of

\$72,000. It is worth noting that all rent income received under this lease may only be used for parks purposes to satisfy restrictions in the deed by which Kiwanis transferred title to the City.

One-time Fee: Section 2.5 provides that, to compensate the City for legal fees, administrative fees, and other miscellaneous costs and efforts related to negotiating the lease, the City will receive \$100,000 split in 4 annual payments of \$25,000 with the first payment expected before the end of calendar year 2025.

Subleases: Section 12.1 governs that the Tenant may only sublease with the Landlord's consent, which is in the City's sole discretion. The tenant will provide all records of a proposed sublease, including the leases and engineering plans, so the City can fully vet any new uses on the towers.

Budget Impact:

Additional revenue for parks purposes.

Previous Action: City and Kiwanis entered into an MOU in 2022 to work together on negotiating the terms of this lease agreement.

Recommended Motion: I move we authorize Mayor Miller to execute the PSE Ground Lease Agreement as presented.

Alternative Actions: N/A

Attachments (listed in order presented):

1. PSE Ground Lease Agreement - FINAL
2. 24-089-PRK-001 Contract
3. 251215 PSE Lease City Council Presentation

GROUND LEASE AGREEMENT

This Ground Lease Agreement (the “**Agreement**”) is made and effective as of the date the last Party executes this Agreement (the “**Effective Date**”), by and between The City of Anacortes, a Washington municipal corporation, having a place of business at 904 6th Street, Anacortes, Washington 98221 (“**City**” or “**Landlord**”) and Puget Sound Energy, Inc., a Washington public utility corporation having a place of business at 355 110th Ave NE, Bellevue, Washington 98004 (“**Tenant**”). Kiwanis Club of Anacortes, Inc, a nonprofit corporation (“**Kiwanis**”) is signing this Agreement for purposes of Sections 2.3 and 2.4 only. Landlord, Tenant, and Kiwanis are sometimes referred to individually as a “**Party**” and collectively, the “**Parties.**” the “**Parties,**” each a “**Party**”).

RECITALS:

WHEREAS, the City owns Skagit County Parcel Number P18998, with an address of 1800 Erie Mountain Drive more particularly described in Exhibit A (“**City Property**”), which includes Mount Erie and is within the corporate boundaries of the City of Anacortes; and

WHEREAS, the City took title to the above-described property pursuant to a Warranty Deed dated March 30, 1961 (“**1961 Deed**”) by which Charles Pinson, as trustee for the Anacortes Kiwanis Club (predecessor to Kiwanis) conveyed the property to the City for Public Park purposes (as contemplated under the 1961 Deed) only with a reversionary clause that, if the City fails in the future to use the property for Public Park purposes, title shall revert to Kiwanis; and

WHEREAS, the City and Tenant entered into a Communications Site Lease Agreement dated September 4, 1986 (“**Prior Lease**”), by which the City leased an area on the top of Mount Erie described therein to Tenant; and

WHEREAS, Kiwanis and Tenant entered into a Mt. Erie Memorandum of Understanding dated March 21st, 2000 (the “**2000 MOU**”) setting forth conditions by which Kiwanis allowed Tenant pursuant to its lease with the City to use the property for commercial wireless communications purposes and that such use meets the deed restrictions in the 1961 Deed by providing income to support City parks activities; and

WHEREAS, the 2000 MOU obligates Tenant to pay to the Kiwanis an amount equal to thirty three and one-third percent of all gross receipts to PSE resulting from for-profit commercial communication uses (including without limitation gross receipts received from public and quasi-public entities) of the facility located on the Premises (defined below), which PSE has paid as required since the 2000 MOU was executed; and

WHEREAS, the City and Kiwanis entered into a Memorandum of Agreement dated April 11, 2024 (“**2024 MOA**”), by which they agree to collaborate in negotiating a new lease agreement with PSE with the intention that the three Parties will consolidate all previous agreements into one lease agreement for the telecommunications facilities located on the City Property; and

WHEREAS, the Prior Lease expired on August 31, 2011; and

WHEREAS, Tenant has continued to occupy the Premises beyond the expiration of the Prior Lease pursuant to Section 1.03, which allows Tenant to holdover on a month-to-month basis after the Prior Lease Term expires; and

WHEREAS, Landlord acknowledges Tenant’s current occupation of the Premises on a month-to-month tenancy and the Parties hereby desire to formalize the terms of a new lease agreement as set forth herein;

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

AGREEMENT:

1. Definitions.

"Affiliate(s)" means, with respect to a Party, any person or entity, directly or indirectly, controlling, controlled by, or under common control with such Party, in each case for so long as such control continues. For purposes of this definition, "control" shall mean (i) the ownership, directly or indirectly, or at least fifty percent (50%) of either: (a) the voting rights attached to issued voting shares; or (b) the power to elect fifty percent (50%) of the directors of such entity, or (ii) the ability to direct the actions of the entity.

"Applicable Law" means any applicable federal, state or local act, law, statute, ordinance, building code, rule, regulation or permit, or any order, judgment, consent or approval of any Governmental Authority having jurisdiction over the Parties or this Agreement.

"Governmental Authority" means any: (i) federal, state, county, municipal, tribal or other local government and any political subdivision thereof having jurisdiction over the Parties or this Agreement; (ii) any court or administrative tribunal exercising proper jurisdiction; or (iii) any other governmental, quasi-governmental, self-regulatory, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity of competent jurisdiction.

"Installation" means the installation of Tenant's Communications Facility at the Premises.

"Tenant's Communications Facility" means Tenant's (or Tenant's sublessees', licensees', permittees', or other occupants under an agreement with Tenant to use or occupy any portion of the Premises (collectively, **"Tenant Occupants"**) communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing, as well as any lines, wires, cables, circuits, conduits, poles, and associated equipment, improvements, fixtures and appurtenances for any utility, commercial wireless communication and/or telecommunication services, or similar services, together with any other items, fixtures, improvements, and equipment that Tenant, in its sole and absolute discretion, deems beneficial and/or necessary to Tenant's Permitted Use of the Premises.

2. Premises, Term, Rent and Contingencies.

2.1 Premises. City owns the City Property described in Exhibit A, which consists of a 78-acre parcel with an address of 1800 Erie Mountain Drive and includes the summit of Mount Erie. Landlord leases to Tenant a portion of the City Property consisting of an approximately 8,358 square feet area (the **"Premises"**), more particularly described in Exhibit B. Tenant currently occupies the Lease Area in holdover status on a month-to-month tenancy.

2.2 Term. This Agreement shall be effective as of the Effective Date. The initial term of this Agreement (the **"Initial Term"**) will begin on _____, (the **"Commencement Date"**), and will expire 11:59 PM on the day immediately preceding the fifth (5th) anniversary of the Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. The Initial Term may be renewed for one additional term of sixty (60) months (the **"Renewal Term"** and together with the Initial Term, the **"Term"**) by the Tenant by giving Landlord written notice at least ninety (90) days prior to the end of the Initial Term. The Parties agree that, subject to the Contingencies, this Agreement constitutes a binding and valid obligation on each Party and that each Party has

vested rights in this Agreement as of the Effective Date. It is the intent of the Parties that this Agreement repeals and replaces the 2000 MOU and the Prior Lease and that this Agreement shall govern the relationship between the Parties moving forward.

2.3 Rent. Beginning on the Commencement Date and continuing through the Initial Term, and if applicable, the Renewal Term, Tenant shall pay Landlord a sum equal to sixty-six and two-thirds percent (66.667%) of gross monthly revenue received in the prior month from any sublessors, sublicensees, or any other agreement whereby Tenant grants rights with respect to the use or possession of any portion of the Premises; provided, however, that in no event shall Tenant's obligation for rent be less than six thousand dollars (\$6,000) per month ("**Base Rent**"). For clarity, Tenant shall pay no less than seventy-two thousand dollars (\$72,000) in Base Rent per year ("**Minimum Annual Rent**"). With each Base Rent payment, Tenant shall provide documentation showing proof of the percentage calculation described herein. Base Rent shall be paid on or before the first (1st) of the month and shall not be prorated for any partial month of occupancy. Tenant shall require receipt of a validly completed IRS approved W-9 form (or its equivalent) prior to paying any Base Rent or any other amount(s) due under this Agreement. As specified in the 2024 MOA, City and Kiwanis hereby agree that the Base Rent shall be divided half to Kiwanis and half to the City. Tenant shall pay fifty percent (50%) of the Base Rent to Landlord and fifty percent (50%) of the Base Rent directly to Kiwanis, with a copy of the supporting documentation. Both City and Kiwanis will use their respective portions of the Base Rent for park purposes as described in this Agreement. If Tenant's Base Rent paid in any Lease Year (defined below) during the Term is less than the Minimum Annual Rent, Tenant shall pay Landlord the difference between the Minimum Annual Rent and the amount of Base Rent actually paid during the subject Lease Year within thirty (30) days of the end of the subject Lease Year. "Lease Year" shall mean a period of twelve (12) full consecutive calendar months. The first Lease Year shall commence as of the Commencement Date. Each subsequent Lease Year shall commence on the anniversary of the Commencement Date.

2.4 Allowed Uses. The Parties hereby acknowledge that commercial wireless communication, telecommunication, and similar uses shall constitute Public Park purposes under the 1961 Deed.

2.5 Additional Consideration. As partial consideration for this Agreement, TENANT shall pay to CITY, or to an entity designated by CITY, a one-time payment as additional rent (the "Additional Consideration") in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00), to reimburse CITY for its legal and administrative costs to enter into this Agreement. Payment of such Additional Consideration may be split in four equal payments of Twenty Five Thousand Dollars (\$25,000.00) with the first payment to be made within sixty (60) days of full execution of this Agreement and each subsequent payment to be made on or before the anniversary of the commencement date of the first Lease Year. If for any reason, this Lease is terminated prior to the City's receipt of the full amount of the Additional Consideration, Tenant shall pay to City the full outstanding amount of Annual Rent within thirty (30) days of termination.

2.6 Contingencies.

2.6.1 The Parties acknowledge and agree that Tenant's ability to lawfully use the Premises is contingent upon Tenant obtaining all certificates, permits, approvals and other authorizations that may be required by any Governmental Authority in accordance with Applicable Law (collectively, the "**Governmental Approvals**"). Tenant will endeavor to obtain all such Governmental Approvals promptly. Landlord hereby authorizes Tenant, at Tenant's sole cost and expense, to file and submit for Governmental

Approvals. Landlord shall: (a) cooperate with Tenant's commercially reasonable efforts to obtain such Governmental Approvals; (b) promptly execute and deliver all commercially reasonable documents necessary to obtain and maintain the Government Approvals; and (c) not take any action that would materially and adversely affect Tenant's ability to obtain and/or maintain the Governmental Approvals. If: (i) any application for Governmental Approvals is rejected, conditioned, materially delayed or otherwise not approved for any or no reason despite Tenant's good faith efforts; or (ii) Tenant determines, in Tenant's sole and absolute discretion, that such Governmental Approvals cannot be obtained in a timely and commercially reasonable manner at no fault of Tenant and despite Tenant's good faith efforts (clauses (i) and (ii) collectively, the "**Contingencies**"), then, Tenant shall have the right in its sole and absolute discretion to terminate this Agreement immediately upon prior written Notice to Landlord, without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If, following the Commencement Date, and through no fault of Tenant, any Governmental Approval issued to Tenant is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable Governmental Authority, then Tenant shall have the right in its sole and absolute discretion to terminate this Agreement upon sixty (60) days' Notice to Landlord without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If this Agreement is terminated, this Agreement shall be of no further force or effect (except as set forth to the contrary herein).

2.6.2 The Parties acknowledge and agree that Tenant's ability to lawfully use the Premises is contingent upon Tenant providing all of the following prior to the Commencement Date:

2.6.2.1 A current survey of the Premises showing all Tenant improvements, telco, easements, utilities, etc.

2.6.2.2 True and correct copies of all easements held or used by Tenant to serve the Premises and the location of utility infrastructure within those easement areas.

2.6.2.3 True and correct unredacted copies of all subleases, licenses, permits, and similar occupancy agreements for portions of the Premises, including all addenda, exhibits, and referenced documents.

2.6.2.4 A description and depiction of all Tenant Occupants, and the location and ownership of all equipment on Tenant's Communication Facility.

3. Use, Access and Modifications to Tenant's Communications Facility.

3.1 Tenant's Permitted Use. Landlord agrees that Tenant may use the Premises for the purpose of the installation, operation, maintenance and management of Tenant's Communications Facility (including, without limitation, the right to transmit and receive radio frequency and other communications signals), which shall include the right to replace, repair, add, or otherwise modify any or all of Tenant's Communications Facility and the frequencies over which Tenant's equipment operates and for no other use ("**Tenant's Permitted Use**"). Landlord acknowledges and agrees that if radio frequency signage is required by Applicable Law, Tenant shall have the right to install the same on the Premises, subject to Landlord's prior written approval which may not be

unreasonably withheld. The color, configuration, location and profile of the Communications Facility, and the manner in which the Communications Facility is affixed to the Site shall be subject to Landlord's prior written approval, which may be withheld at Landlord's sole discretion.

3.2 Access. Commencing on the Effective Date and continuing throughout the Term, Tenant, its employees, agents and contractors shall have access to the Premises for Tenant's Permitted Use, 24 hours per day, 7 days per week and at no additional cost or expense to Tenant, provided Tenant's access does not interfere with the public's use and enjoyment of the park surrounding the Premises, such interference to constitute a default under this Agreement. Further, Landlord grants to Tenant the right of ingress and egress to the Premises via Mt. Erie Road. Tenant's right to access under this Section includes the right to use barricades periodically to facilitate Tenant's maintenance, repair, and replacement activities at Tenant's Communications Facility; provided, however, that Tenant shall provide reasonable advance notice to the City, coordinate the schedule, duration, and location of any such barricades with the City before commencing any work, and obtain the City's reasonable consent in writing (email is sufficient). Notwithstanding the foregoing, Tenant shall minimize any interference with the public's use and enjoyment of the park surrounding the Premises during the use of such barricades.

3.3. Facility Maintenance. Tenant shall ensure at all times that Tenant's Communication Facility shall be constructed and maintained consistent with all design and construction standards of the Telecommunications Industry Association, Revision TIA-222H, and any future amendments or modifications of the same (collectively, the "National Standards"). Tenant shall demonstrate compliance with this paragraph by securing and providing Landlord with a certification prepared by a licensed civil engineer that Tenant's Communication Facility meets or exceeds the National Standards. Tenant shall also secure a certification meeting the National Standards with any request for expansion of or addition of any facilities on existing infrastructure. Landlord may in Landlord's sole discretion, submit any certification provided pursuant to this paragraph to a third-party consultant for verification, with such cost to be paid by Tenant as additional rent. The Parties acknowledge that Tenant's failure to comply with this paragraph shall be a material breach of this Agreement.

3.4 Relocation of Tenant's Communication Facilities. Following Tenant's receipt of a written notice from Landlord, Tenant agrees to temporarily relocate its equipment to a location on the Property reasonably determined by Landlord (a "**Temporary Location**") to facilitate Landlord's performance of maintenance, repair or similar work on the Property, provided that: (a) Landlord pays all costs incurred by Tenant for relocating Tenant's Equipment to the Temporary Location as well as back to the Site; (b) Landlord gives Tenant at least sixty (60) days' prior written notice (except in the case of a bona fide emergency which is reasonably likely to result in damage or injury to persons, personal property or the Property (an "**Emergency**"), in which event Landlord will provide the greatest amount of notice reasonably possible under the circumstances, and (c) except for an Emergency, Tenant shall not be required to relocate its equipment to a Temporary Location more than one (1) time within any five (5) year period. If Tenant's use of the Temporary Location requires Tenant to undergo re-zoning or re-permitting, Landlord shall not require Tenant to relocate Tenant's Equipment, absent an Emergency, until Tenant's receipt of all Governmental Approvals applicable to Tenant's use of the Temporary Location.

4. Utilities, Liens and Taxes.

4.1 Utilities. Tenant may have its own utility meter installed in a mutually agreed upon location at Tenant's sole cost and expense. Tenant may only make reasonable modifications to the Premises' electrical system, with Landlord's prior written consent and at Tenant's sole cost and expense.

4.2 Liens. Tenant shall keep the Premises or any part thereof free from any free from any mechanic's, materialman's, architect's, engineer's or similar liens or encumbrances, and any claims therefor, or stop or violation notices, in connection with any work performed by or on behalf of Tenant. If any lien is filed purporting to be for labor or material furnished or to be furnished at the request of Tenant, then Tenant shall do all acts

necessary to discharge such lien by payment, satisfaction or posting of bond within thirty (30) days of receipt of Notice of the same from Landlords; provided, that Tenant may contest any such lien if Tenant provides Landlord with cash or a letter of credit in the amount of said lien as security for its payment within such ninety (90) day period, and thereafter diligently contests such lien. In the event Tenant fails to deposit the aforementioned security with Landlord and fails to pay any lien claim after entry of final judgment in favor of the claimant, then Landlord shall have the right to expend all sums reasonably necessary to discharge the lien claim and any costs, including attorney fees, incurred by Landlord in connection therewith shall be added to Rent and payable upon demand, without limitation as to any other remedies available to Landlord.

4.3 Taxes. Tenant shall be responsible for all taxes and utilities charges attributable to the Tenant's Communications Facility and for any leasehold excise taxes related to the Premises, as well as any other applicable taxes subsequently enacted attributable to Tenant's Communications Facility. If any such tax or excise is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the applicable taxing Governmental Authority. Tenant shall be liable for all taxes against Tenant's personal property or Tenant's fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant.

5. Interference.

At Tenant's sole expense, Tenant shall use, operate, and maintain Tenant's Communications Facility and otherwise ensure the Premises are in compliance with all Applicable Law. Tenant shall ensure its use of the Premises does not cause any Interference with the public's use and enjoyment of the Property. Landlord shall notify Tenant of any interference or violation of law, Tenant shall, within twenty-four hours cure such interference. If Tenant's interference continues for a period of five (5) calendar days or longer without cure, Tenant shall cease operations until such interference has been cured.

6. Maintenance and Repair Obligations.

6.1 Landlord Maintenance of City Property. Landlord represents and warrants that, as of the Effective Date, that to Landlord's knowledge, the City Property is in compliance with Applicable Law. Throughout the term of this Agreement, Landlord shall maintain, at its sole cost and expense, the City Property (excluding the Premises) in compliance with all Applicable Laws. Landlord shall not have any obligation to maintain, repair or replace Tenant's Communications Facility except to repair any damage caused by the acts and/or omissions of Landlord or Landlord's agents. In addition, Tenant may take all actions necessary, to secure and/or restrict access to the Premises and Tenant's Communications Facility.

6.2 Tenant Maintenance of Tenant's Communications Facility. Tenant assumes sole responsibility for the maintenance, repair and/or replacement of Tenant's Communications Facility, except as set forth in Section 6.1. Tenant agrees to perform all maintenance, repair or replacement of Tenant's Communication Facility ("**Tenant Maintenance**") in accordance with Applicable Law, and in a good and workmanlike manner. Tenant shall not be permitted to conduct Tenant Maintenance in a manner that would increase the size of the Premises.

7. Surrender and Hold Over.

7.1 Surrender. Except as set forth to the contrary herein, upon expiration or termination of this Agreement in accordance with the terms of this Agreement, Tenant will remove Tenant's Communications Facility (excluding footings, pads conduits, pipes, fixtures and improvements to the extent any of the foregoing are installed underground and/or below grade) and surrender the Premises to Landlord in substantially the same condition which existed in 1986 immediately prior to Tenant's Installation together with any additions, alterations, and improvements to the Premises, in either case, normal wear and tear excepted. However, if Tenant's Communications Facility is not removed by the expiration or termination of this Agreement, Tenant will be

deemed to be in Hold Over (as defined in Section 7.2 below) until Tenant's Communications Facility is removed and the Premises is restored to its original condition.

7.2 Hold Over. If Tenant occupies the Premises beyond the expiration or termination of the Lease ("Hold Over"), Tenant will be deemed to occupy the Premises on a month-to-month basis, terminable by either Party on thirty (30) days' written Notice to the other Party, except that Tenant shall pay Landlord a rental fee equal to 150% of the Base Rent applicable at the expiration or termination of the Agreement, prorated for the number of days of such hold over.

7.3. Improvements on Premises after Lease. Any Tenant Communications Facility Improvements remaining on the Premises after termination or expiration of the Term or Renewal shall become the property of the City.

8. Default, Remedies and Termination.

8.1 Default. If any of the following events occur during the Term (each a "Default"), then the non-Defaulting Party may elect one or more of the remedies set forth below in this Section 8 or seek any other remedy available at law or in equity: (a) Tenant's failure to make any payment required by this Agreement within three (3) days after receipt of written Notice from the Landlord of such failure to pay; (b) failure by either Party to observe or perform any provision of this Agreement where such failure: (1) continues for a period of thirty (30) days after written Notice thereof from the non-Defaulting Party and the Defaulting Party has failed to cure or commence the cure of such Default; (c) either Party files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors; and/or (d) involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of either Party are instituted against either Party, or a receiver or trustee is appointed for all or substantially all of the property of either Party, and such proceeding is not dismissed, or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.

8.2 Remedies. Upon the occurrence of any uncured Default, the non-Defaulting Party may thereafter terminate this Agreement immediately upon written Notice to the other Party without prejudice to any other remedies the non-Defaulting Party may have at law or in equity.

9. Limitation of Liability and Indemnification.

9.1 Environmental Requirements. Tenant will not permit any Hazardous Material in, upon, under or about the Premises or the surrounding water, or transport, store, use, generate, manufacture, or release any Hazardous Material in, upon, under or about the Premises or the surrounding water except in all cases in strict compliance with Environmental Requirements and only to the extent reasonably necessary for the conduct of Tenant's or Tenant's Occupants' operations at the Premises. As of the Effective Date, Tenant uses the following Hazardous Materials in its operations: Diesel Fuel and Lead Gel Batteries. Tenant may not permit any Hazardous Materials other than those listed above without the City's prior written approval. Tenant, at its sole cost, to the fullest extent required by Environmental Requirements, will investigate, remove, monitor, mitigate, and remediate Hazardous Materials released in, upon, under or about the Premises or the surrounding water by any Tenant Party. "**Environmental Requirements**" means all Legal Requirements relating to the protection of human health and the environment or exposure to hazardous substances or hazardous materials, including the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; the Occupational Safety and Health Act; all state and local counterparts thereto; and any regulations, policies, permits, or approvals promulgated or issued thereunder. "**Hazardous Materials**" means any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic under any

Environmental Requirements. Tenant will indemnify, defend, and hold Landlord harmless from and against any and all losses, liabilities, damages (including punitive damages), suits, claims, violations, injunctions, fines, impositions, costs, and expenses (including remediation, removal, repair, corrective action, or cleanup expenses, reasonable attorneys' and consultants' fees, and punitive and/or natural resource damages) (collectively, "**Environmental Claims**") that are brought or recoverable against, or incurred by, Landlord as a result of any release of Hazardous Materials that Tenant is obligated to remediate as provided above or any other breach of the requirements under this Section by Tenant or Tenant's Representatives, regardless of whether Tenant had knowledge of such noncompliance. The provisions of this Section 9.1 shall survive termination or expiration of this Lease.

9.2 Tenant's Indemnity. Except to the extent caused by the sole negligence of Landlord, its officers, agents, employees, contractors, or any other person or entity for whom Landlord is legally responsible, Tenant shall defend, indemnify and hold Landlord and its officers, directors, shareholders, employees, agents and representatives ("**Landlord's Representatives**") harmless from and against any and all claims, demands, litigation, settlements, judgments, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) (individually or collectively, a "**Claim**") arising directly or indirectly out of: (i) any act or omission of Tenant, its officers, agents, employees, contractors, or any other person or entity for whom Tenant is legally responsible ("**Tenant's Representatives**"); or (ii) a breach of any representation, warranty or covenant of Tenant contained or incorporated in this Agreement. Tenant's obligations under this Section 9.2 shall survive the expiration or earlier termination of this Agreement.

9.3 Landlord's Indemnity. Except to the extent caused by the breach of this Agreement by Tenant or the acts or omissions of Tenant or Tenant's Representatives, Landlord shall defend, indemnify and hold Tenant, its officers, directors, shareholders, employees, agents and representatives harmless from and against any and all Claims arising directly or indirectly out of: (i) any act or omission of Landlord, its officers, agents, employees, contractors or any other person or entity for whom Landlord is legally responsible; (ii) a breach of any representation, warranty or covenant of Landlord contained or incorporated in this Agreement; and/or (iii) the generation, possession, use, storage, presence, release, spill, treatment, transportation, manufacture, refinement, handling, production and/or disposal of Hazardous Substances in, on, about, adjacent to, under or near the Premises and/or the Property, and/or any contamination of the Premises and/or the Property by any Hazardous Substance caused by Landlord or Landlord's Representatives. Landlord's obligations under this Section 9.3 shall survive the expiration or earlier termination of this Agreement for two (2) years.

9.4 Indemnification Procedure. The Party seeking indemnification (the "**Indemnified Party**") shall promptly send Notice to the Party from whom indemnification is being sought (the "**Indemnifying Party**") of the claim or suit for which indemnification is sought. The Indemnified Party shall not make any admission as to liability or agree to any settlement of or compromise any claim without the prior written consent of the Indemnifying Party. The Indemnified Party shall, at the Indemnifying Party request and expense, give the Indemnifying Party all reasonable assistance in connection with those negotiations and litigation.

10. Insurance.

10.1 Landlord Obligations. The Parties acknowledge Landlord participates and will continue to participate in the Washington Cities Insurance Authority ("**WCIA**") risk pool throughout the term which provides comprehensive coverage sufficient for Landlord's performance under this Agreement.

10.2 Tenant Obligations. Throughout the Term, Tenant shall maintain, at Tenant's sole cost and expense, the following insurance coverage: (i) workers' compensation insurance with no less than the minimum limits required by Applicable Law; (ii) employer's liability insurance with such limits as required by Applicable Law;

and (iii) Commercial General Liability with a minimum limit of \$2,000,000 per occurrence and \$2,000,000 aggregate. All such policies shall be endorsed to include Landlord as additional insured.

10.3 Insurance Requirements. All policies required by this Section 10 shall be issued by insurers that are (1) licensed to do business in the state of Washington, and (2) rated A- or better by Best's Key Rating Guide.

10.4 Waiver of Subrogation. To the fullest extent permitted by law, Landlord and Tenant for themselves and any and all parties claiming under or through them, including, without limitation, their respective insurers, hereby mutually release and discharge each other and the other's Affiliates, and their respective officers, directors, shareholders, agents, employees, contractors, and/or any other person or entity for whom a Party is legally responsible from any claims for damage to any person or to the Premises or any other real or personal property that are or are claimed to have been caused by or result from risks insured against under any insurance policies carried by the waiving party and in force at the time of such damage and hereby waive any right of subrogation that might otherwise exist in or accrue to any person on account thereof. All policies required to be carried by either Party herein shall contain an endorsement in favor of the other Party waiving the insurance company's right of subrogation against such other Party. THIS RELEASE SHALL APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED BY THE FAULT OR NEGLIGENCE OF A PARTY HERETO OR BY ANY PERSON FOR WHICH SUCH PARTY IS RESPONSIBLE. EACH PARTY AGREES TO NOTIFY ITS INSURANCE CARRIER(S) OF THIS PROVISION.

11. Representations and Warranties.

11.1 Representations and Warranties. Landlord represents, warrants and covenants that: (a) Landlord has the right and authority to execute and perform this Agreement; (b) there are no covenants, easements or restrictions that prevent the use of the Premises for Tenant's Permitted Use; (c) Landlord will comply with all federal, state, and local laws in connection with any substances brought on to the Property that are identified as toxic or hazardous by any Applicable Law, ordinance or regulation ("**Hazardous Substance**"). Landlord is responsible for any loss or damage, including remediation, with respect to Hazardous Substances as per Applicable Law. Landlord understands and agrees that notwithstanding anything contained in this Agreement to the contrary, in no event shall Tenant have any liability whatsoever with respect to any Hazardous Substance that was on, about, adjacent to, under or near the Property prior to the effective date of the Prior Lease,, or that was generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about, adjacent to, under or near the Property by: (1) Landlord, its agents, employees, contractors or invitees; or (2) any third party who is not an employee, agent, contractor or invitee of Tenant.

12. Miscellaneous.

12.1 Assignment and Subletting. Tenant may sublease only with landlord's consent. Tenant must request assignment or sublease by submitting the request to the City of Anacortes pursuant to paragraph 12.11, Notice. City will respond to requests for sublease within 45 days. In addition to Notice, the tenant will provide full unredacted copies of the proposed sublease, full set of plans and specifications that show the proposed facility's location on the site, and structural analysis prepared by a licensed civil engineer in the state of Washington demonstrating that the existing facility can support the proposed addition. The City has the opportunity to review and approve or deny the proposed sublease in its sole discretion. The City may send all proposed materials out to a third party consultant for review, with such costs to be paid by the Tenant as additional rent.

12.2 Rights Upon Sale of Property. Should Landlord, at any time during the Term, sell or transfer all or any part of the Property to a purchaser other than Tenant, such transfer shall be subject to this Agreement. In addition to, and not in limitation of the preceding, in the event the Landlord sells or transfers either its rights in all or any portion of the Premises or Landlord's right to the receive the Rent (and other payments) derived from the Premises under this Agreement, in either case separate from the underlying Property, to any third party who

is not an Affiliate of Landlord, then prior to any such sale or transfer Landlord shall first provide Tenant with a right of first refusal (“**ROFR**”) to acquire such right(s). Tenant shall have thirty (30) days from receipt thereof to elect to exercise its ROFR; provided that Tenant’s exercise of the ROFR shall be on the same terms and conditions as offered to Landlord by such third party (except as may be mutually agreed upon to the contrary).

12.3 Subordination and Non-Disturbance. This Agreement shall be subordinate to any mortgage, deed of trust, or other security agreement (each a “**Mortgage**”) by Landlord which, from time to time, may encumber all or part of the Property; provided, however, the lender under every such Mortgage shall, in the event of a foreclosure of Landlord’s interest, recognize the validity of this Agreement and Tenant’s right to remain in occupancy of and have access to the Premises, as long as no Default by Tenant exists under this Agreement.

12.4 Condemnation/Termination.

- a) If all or any portion of the Premises is condemned, taken by a Governmental Authority or otherwise appropriated by the exercise of the right of eminent domain or a deed or conveyance in lieu of eminent domain (each, a “Taking”), either Party hereto shall have the right to terminate this Agreement immediately upon Notice to the other Party. If either Party elects to terminate this Agreement, the Rent set forth herein shall be abated, and Tenant’s liability therefor will cease as of the date of such Taking, this Agreement shall terminate as of such date, and any prepaid rent shall be returned to Tenant. If this Agreement is not terminated as herein provided, then it shall continue in full force and effect, and Landlord shall, within a reasonable time after possession is physically taken by the condemning authority restore the remaining portion of the Premises to render it reasonably suitable for the uses permitted by this Agreement and the Rent shall be proportionately and equitably reduced. Notwithstanding the foregoing, Landlord shall not be obligated to expend an amount greater than the proceeds received from the condemning authority less all expenses reasonably incurred in connection therewith (including attorneys’ fees) for the restoration. All compensation awarded in connection with a Taking shall be the property of Landlord, provided that if allowed under Applicable Law, Tenant may apply for and keep as its property a separate award directly from the condemning authority for (i) the value of Tenant’s leasehold interest; (ii) the value of Tenant’s Communications Facility or other personal property of Tenant; (iii) Tenant’s relocation expenses; and (iv) damages to Tenant’s business incurred as a result of such Taking.

12.5 Recording. If requested by Tenant, Landlord and Tenant agree to execute a Memorandum of Lease that Tenant may record at Tenant’s sole cost and expense. The date set forth in the Memorandum of Lease is for recording purposes only, and bears no reference to commencement of the Term or rent payments of any kind.

12.6 Force Majeure. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other Party for nonperformance or delay in performance of any of its obligations under this Agreement due to causes beyond its reasonable control, including, without limitation, strikes, lockouts, pandemics, labor troubles, acts of God, accidents, technical failure, governmental restrictions, insurrections, riots, enemy act, war, civil commotion, fire, explosion, flood, windstorm, earthquake, natural disaster or other casualty (“**Force Majeure**”). Upon the occurrence of a Force Majeure condition, the affected Party shall immediately notify within forty-eight (48) hours the other Party with as much detail as possible and shall promptly inform the other Party of any further developments. To the extent that a party is prevented from performance of any obligation under this Agreement due to a Force Majeure event, such performance shall be suspended, but not excused, until such disability to perform is removed or abates. Immediately after the Force Majeure event is removed or abates, the affected Party shall perform such obligations with all due speed. Neither Party shall be deemed in default of

this Agreement to the extent that a delay or other breach is due to or related to a Force Majeure event unless such nonperformance unreasonably continues beyond the abatement of such Force Majeure event. If such Force Majeure event prevents the affected Party from performing its obligations under this Agreement, in whole or in part, for a period of forty-five (45) or more days, then the other Party may terminate this Agreement immediately upon Notice to the affected Party.

12.7 Successors and Assigns. The respective rights and obligations provided in this Agreement shall bind and shall continue to apply for the benefit of the Parties hereto, their legal representative, heirs, successors and permitted assigns.

12.8 Governing Law and Construction. This Agreement shall be construed, governed and enforced in accordance with the laws of the state of Washington. The section and paragraph headings contained in this Agreement are solely for reference purposes, and shall not affect in any way the meaning or interpretation of this Agreement.

12.9 Severability. Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision. If a court or administrative body of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, such provision shall be construed by limiting and reducing it so that such provision is valid, legal and fully enforceable while preserving to the greatest extent permissible the original intent of the parties; the remaining terms and conditions of this Agreement shall not be affected by such alteration, and shall remain in full force and effect.

12.10 Waiver; Remedies. It is agreed that, except as expressly set forth in this Agreement, the rights and remedies herein provided in case of Default or breach by either Landlord or Tenant are cumulative and shall not affect in any manner any other remedies that the non-breaching Party may have by reason of such default or breach. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein, at law, in equity or otherwise. In addition to, and not in limitation of, the preceding, the Parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of Section 5, and therefore either Party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance.

12.11 Notice. All notices or requests that are required or permitted to be given pursuant to this Agreement must be given in writing by (i) certified US mail (postage pre-paid) with return receipt requested, (ii) an overnight courier service (charges prepaid) (e.g., FedEx and UPS), or (iii) email read receipt requested, in each case to the Party to be notified, addressed to such Party at the address(es) set forth below, or such other address(es) as such Party may have substituted by written notice (given in accordance with this Section 12.11) to the other Party ("**Notice**"). Notice given by means of email shall also be given by either of the forms of Notice given under subsections (i) and (ii) above.

If to be given to Landlord and Kiwanis:

City of Anacortes

Attn: City Attorney
P.O. Box 547
Anacortes, Washington 98221
Email: darcys@anacorteswa.gov

And Parks and Recreation Director
P.O. Box 547
Anacortes, Washington 98221
Email: jonnl@anacorteswa.gov

And Kiwanis Club of Anacortes
Attn: President
420 O Avenue
Anacortes, WA 98221
Email: bert@bertclay.us

If by courier service:

City of Anacortes
Attn: City Attorney
904 6th Street
Anacortes, Washington 98221

And Parks and Recreation Director
P.O. Box 547
Anacortes, Washington 98221

And Kiwanis Club of Anacortes
Attn: President
420 O Avenue
Anacortes, WA 98221

If to be given to Tenant:

Puget Sound Energy, Inc.

Attn: Real Estate Department
355 110th Ave NE
Bellevue, Washington 98004
Email: rightofway@pse.com

12.12 Entire Agreement. This Agreement sets forth the entire, final and complete understanding between the Parties hereto regarding the subject matter of this Agreement, and it supersedes and replaces all previous understandings or agreements, written, oral, or implied, regarding the subject matter of this Agreement made or existing before the date of this Agreement. Except as expressly provided by this Agreement, no waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by both Parties. Any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.

12.13 Compliance with Law. Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the term of this Agreement, a Renewal Term or any extension of either of the foregoing.

12.14 Counterparts. This Agreement may be executed in any number of identical counterparts and, if so executed, shall constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, Landlord and Tenant agree to exchange original signed counterparts in their possession.

12.15 Attorneys' Fees. If an action is brought by either Party for breach of any covenant and/or to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to recover its costs, expenses and reasonable attorneys' fees, both at trial and on appeal, in addition to all other sums allowed by law.

12.16 Incorporation of Exhibits. All exhibits referenced herein and attached hereto are hereby incorporated herein in their entirety by this reference.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

LANDLORD:

City of Anacortes

By: _____

Name: _____

Its: _____

Date: _____

Kiwanis Club of Anacortes

By: _____

Name: _____

Its: _____

Date: _____

TENANT:

Puget Sound Energy, Inc.

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

That portion of Section 12, Township 34 North, Range 1 East, W.M. being more particularly described as follows: Commencing at the Northwest corner of said Section 12; thence North 84°21'31" East, along the North line of said Section 12, a distance of 2479.30 feet; thence South 5°38'30" East, 443.54 feet to the true point of beginning, said point being an existing cyclone fence corner; thence North 89°58'40" West, 96.07 feet; thence South 36°58'25" West, 44.27 feet; thence South 5°18'54" East, 20.62 feet; thence South 59°14'02" East, 50.01 feet; thence North 89°36'46" East, 60.01 feet; thence North 12°43'21" East, 29.69 feet; thence North 64°19'28" East, 21.75 feet; thence North 26°34'29" West, 13.23 feet; thence North 4°28'58" West, 30.95 feet to the point of beginning.

EXHIBIT B

SURVEY AND/OR SITE PLAN

[The Survey and/or Site Plan referenced as Exhibit B is attached on the page immediately following this Exhibit coversheet.]

DETAIL "A"
SCALE: 1" = 10'

SECTIONS 1 & 12, T.34 N., R.1 E., W.M.



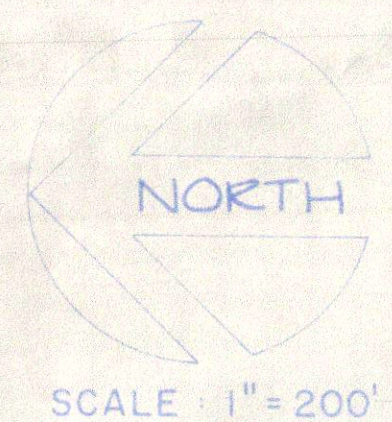
LEGAL DESCRIPTION

THAT PORTION OF SECTION 12, TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12, THENCE NORTH 84° 21' 30" EAST, ALONG THE NORTH LINE OF SAID SECTION 12, A DISTANCE OF 2479.30 FEET; THENCE SOUTH 5° 38' 30" EAST, 443.54 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING AN EXISTING CYCLONE FENCE CORNER; THENCE NORTH 89° 58' 40" WEST, 96.07 FEET; THENCE SOUTH 5° 18' 54" EAST, 20.62 FEET; THENCE SOUTH 59° 14' 02" EAST, 58.01 FEET; THENCE NORTH 69° 38' 40" EAST, 60.01 FEET; THENCE NORTH 12° 43' 21" EAST, 29.69 FEET; THENCE NORTH 64° 15' 28" EAST, 21.79 FEET; THENCE NORTH 26° 34' 29" WEST, 3.23 FEET; THENCE NORTH 4° 28' 58" WEST, 30.95 FEET TO THE POINT OF BEGINNING.

SECTION 1-34-1

CITY OF ANACORTES
NE 1/4 of NW 1/4
SECTION 12-34-1

GOV'T LOT 1
SECTION 12-34-1



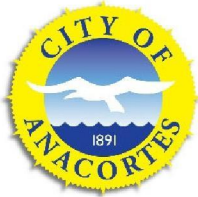
BASIS OF BEARING:

SHORT PLAT NO. 55-75, RECORDED IN BOOK 4 OF SHORT PLATS AT PAGE 43, UNDER AP. NO. 8003100026, RECORDS OF SNAKING COUNTY, WASHINGTON.

EXHIBITS A, B & D
PUGET SOUND POWER & LIGHT
REGARDING LEASE FROM
THE CITY OF ANACORTES
FOR THE MT. ERIE COMMUNICATIONS FACILITY

PREPARED BY: LEONARD & BOUDINOT, INC.
ENGINEERS & SURVEYORS
BURLINGTON, WA.

JULY 28, 1986



MEMORANDUM OF AGREEMENT #24-089-PRK-001
between the
CITY OF ANACORTES
and the
KIWANIS CLUB OF ANACORTES, Inc.

This Memorandum of Agreement (“MOA”), entered into this 14th day of November 2022, is made by and between the City of Anacortes, a Washington Municipal Corporation (the “City”), and the Kiwanis Club of Anacortes, Inc., a 501(c)(4) non-profit corporation located in Anacortes, Washington (“Kiwanis Club”), collectively referred to as “the Parties”.

RECITALS

WHEREAS, the mission of the Kiwanis Club is to improve the world one child and one community at a time;

WHEREAS, the Kiwanis Club was created on March 6, 1926 and later incorporated as a tax-exempt, non-profit organization with 501(c)(4) status; and

WHEREAS, the City recognizes the Kiwanis Club is a separate private, non-profit 501(c)(4) social welfare organization established for the purpose of supporting children and community; and

WHEREAS, the Kiwanis Club operates as a legal entity separate from the City, and is governed by an independently elected Board of Trustees; and

WHEREAS, the Kiwanis Club transferred its interest in the summit of Mount Erie to the City to be used only for “parks purposes” in 1951 and retained a reversionary interest if at any point in the future, the property ceases to be used for parks purposes; and

WHEREAS, the Property conveyed to the City is part of Skagit County Parcel number P19300, a 78 acre parcel with a site address of 1300 Erie Mountain Drive which includes the summit of Mount Erie (“Property”); and

WHEREAS, the City entered into a lease agreement for a portion of the summit of Mount Erie, more particularly described and depicted in Attachment A attached hereto and incorporated by reference (“Site”), with Puget Sound Energy (“PSE”) for the operation of two cell towers and related equipment in 1986 for a term of 20 years with one 5-year extension, with the lease currently in a holdover status since 2011; and

WHEREAS, The Kiwanis Club and PSE entered into a Memorandum of Understanding on March 21, 2000, by which the Kiwanis Club allowed PSE the use of the property for commercial purposes in exchange for a portion of all revenues generated by the operation of the cell towers on the property; and

WHEREAS, the Kiwanis Club and the City wish to collaborate in jointly negotiating a new lease agreement with PSE for the Parties mutual benefit and the benefit of the community.

NOW THEREFORE, for and in consideration of the premises and mutual promises contained in this MOA, the City and the Kiwanis Club agree as follows:

AGREEMENT

1. Purpose and Agreement

- a) The Parties intent in executing this MOA is to provide the structure for collaboration on negotiating a new lease agreement with PSE.
- b) The Parties acknowledge and agree that the Site may continue to be used for telecommunications infrastructure, provided the Parties can reach a reasonable agreement with PSE.

2. Responsibilities of the Parties

- a) The City and the Kiwanis Club will work cooperatively to jointly negotiate a new lease agreement with PSE for its continued use of the Site. The Parties agree that the City will act as lead negotiator with PSE in developing the new lease agreement.
 - b) The City and the Kiwanis Club agree not to negotiate independently with PSE for the duration of this agreement.
 - c) The Parties agree to split equally the annual revenue generated pursuant to the new lease with PSE.
 - d) The Parties will attempt to negotiate terms in the new lease that require PSE to make equal payments to each Party. In any event, the Parties will work cooperatively to ensure an equal split of all revenue received from PSE under the new lease, with the exception of the one-time administration fee described in Paragraph 2(e) below.
 - e) The City will seek a one-time payment from PSE in the lease to cover administration expenses associated with the negotiation and development of the new lease agreement. The Parties acknowledge that the full amount of the administration fee will pass to the City.
 - f) Other than the one-time administrative fee referenced in paragraph 2(e) above, all revenue received by the City and Kiwanis Club pursuant to this agreement and any lease with PSE will be used solely for parks purposes. The Parties acknowledge that both Parties' use of revenue for parks purposes meets the requirement that the Property be used for parks purposes in the 1951 deed.
 - g) The Parties agree to share all records and information received in association with this Agreement or the new lease agreement with PSE.
 - h) The Parties will meet annually to provide updates or coordinate on details related to the lease agreement with PSE.
3. Term: The term of this MOA shall be for the length of the lease with Puget Sound Energy, as it may be extended or held over including any extension or holdover terms that may occur.

4. General Terms and Conditions

- a) In the execution and performance of this MOA, the City and the Kiwanis Club act independently and not as agents, employees, partners or joint ventures. The agents or employees of one party shall not be construed to be the agents or employees of the other.
- b) The parties agree that if there is a dispute as to any provision of this MOA, or if either party materially breaches or fails to perform its obligations under this Agreement, the other party may give notice in writing of the dispute or material breach. The parties agree to meet to resolve the dispute or material breach within 30 (thirty) days of receipt of this notice.
- c) Any notice or notices required or permitted to be given pursuant to this MOA shall be given by certified mail, postage prepaid, return receipt required, as follows:

To the City:

Darcy Swetnam, City Attorney City of Anacortes
904 6th Street
Anacortes, WA 98221

To the Kiwanis Club:

Dorothy Engom or then current President Kiwanis Club of Anacortes
420 "O" Avenue
Anacortes, WA 98221

- d) Governing Law; Jurisdiction: This MOA shall be governed as to all matters, whether of validity, interpretations, obligations, performance or otherwise, exclusively by the law of the State of Washington, and all questions arising with respect thereto shall be determined in accordance with such laws. The parties shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or thereafter adopted, in the performance of its obligations set forth herein. Any and all suits for any claims or for any and every breach of dispute arising out of this Agreement shall be filed with the trial courts of Skagit County, Washington.
- e) During the term of this MOA, each Party will defend, indemnify, and hold harmless the other Party and its agents, employees, volunteers, servants, and officials from any liability arising from the acts or omissions of its respective officers directors, employees, volunteers or agents. This provision shall survive the termination, cancellation, or expiration of the Agreement.
- f) This MOA may only be modified by agreement of the parties, and which shall be executed by the authorized representatives of the City and the Kiwanis Club.
- g) Neither party shall, without the prior written consent of the other party, assign, delegate, or otherwise transfer, in whole or in part, this MOA, or any rights or obligations arising hereunder.
- h) This MOA may be amended upon review and approval of both Parties.

- i) Severability: any provision or clause of this MOA that is deemed invalid by a court or otherwise by law shall not affect the validity of the remainder of the Agreement.
- j) No Partnership: No provision of this MOA shall be construed to create a partnership or joint venture or any other arrangement where one party would be in any way responsible for the debts, losses, or liabilities of another party to this Agreement.
- k) Waiver: A waiver by any of the parties to this MOA shall not be construed as a continuing waiver of a provision, or a waiver of other provisions of the Agreement. Any waivers of the Agreement conditions shall be done in writing and signed by all parties.
- l) Entire Agreement: This MOA constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. This Agreement including any Exhibits hereto, may not be amended or modified, except in writing and signed by all parties to this Agreement.

The Parties, by their authorized representatives, affix their authorized signatures hereto:

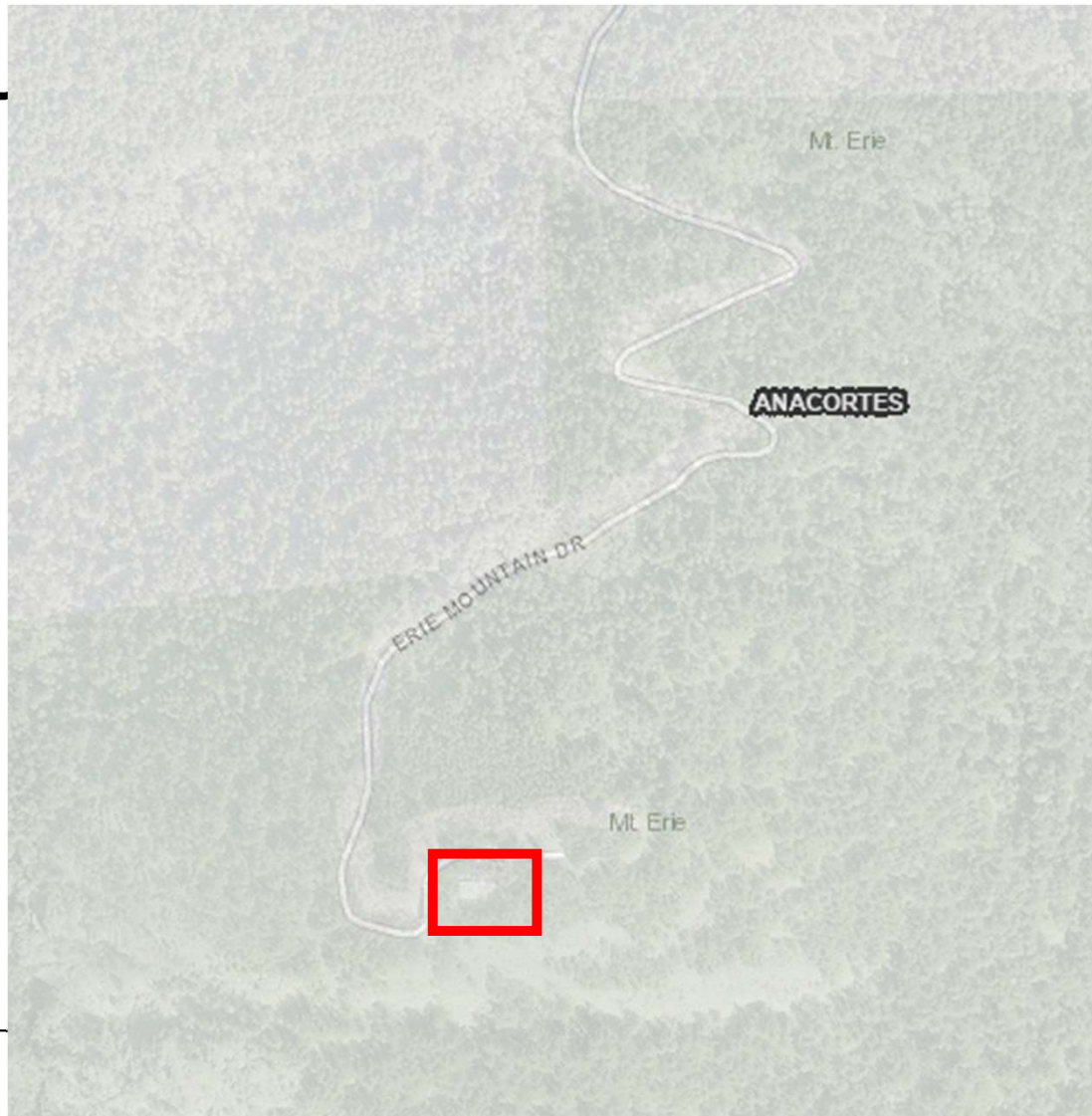
CITY OF ANACORTES By:  Matt Miller, Mayor	Date: 4/11/2024
KIWANIS CLUB OF ANACORTES By:  Bert Clay, President	Date: 4/11/2024



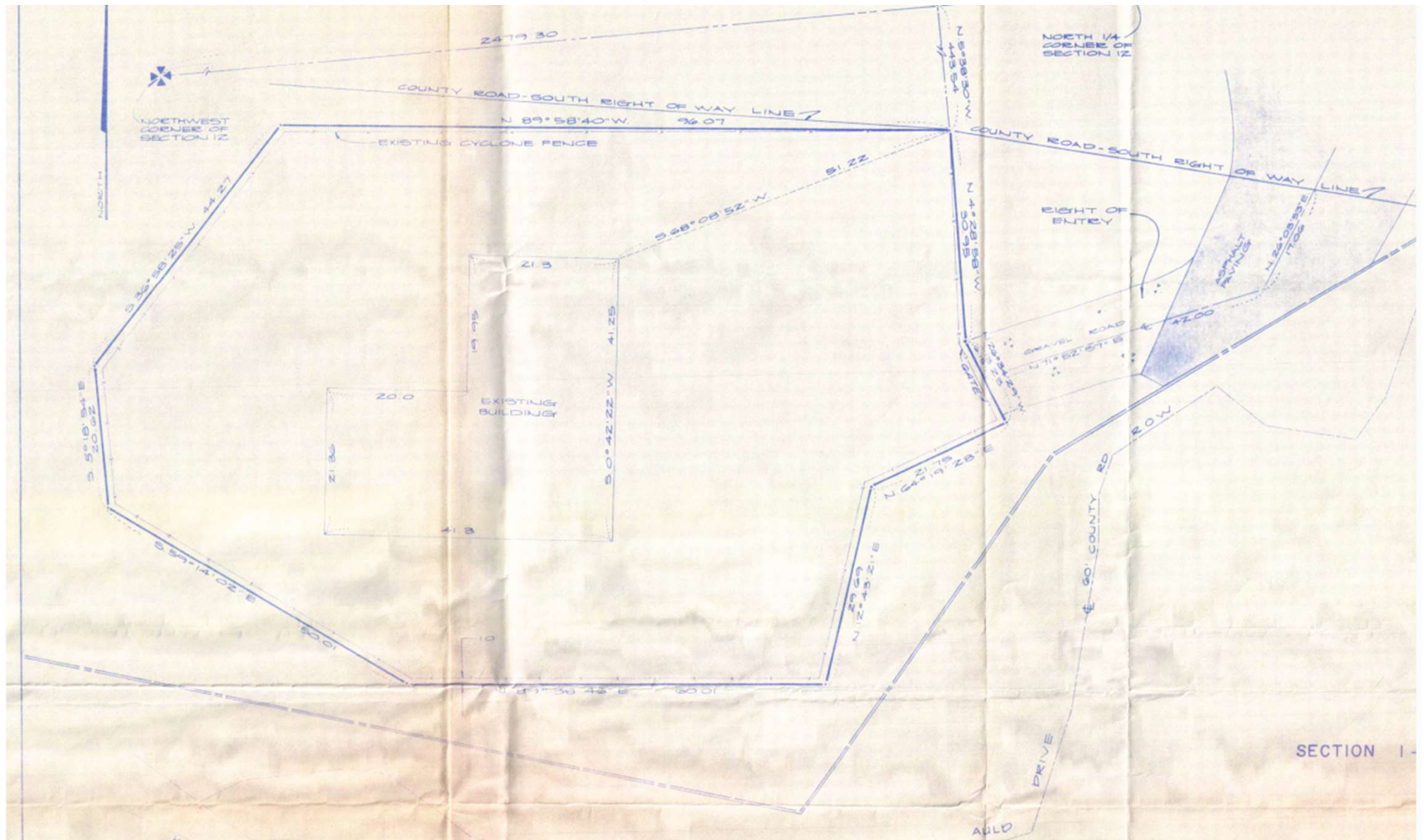
PSE GROUND LEASE AGREEMENT FOR MOUNT ERIE DEC 15, 2025

BACKGROUND

- Anacortes Kiwanis deeded the Mount Erie summit to the City in 1951 for parks purposes with a retained reversionary interest
- In 1986, the City leased a portion of the summit to Puget Sound Energy (PSE) to construct two cell towers and related equipment for a term of 20 years plus a 5-year extension, which expired in 2011
- Kiwanis and PSE entered into a MOU in 2000 by which Kiwanis retained a portion of revenue generated
- City and Kiwanis entered into a MOA on April 11, 2024 to work together to negotiate the terms of a new PSE lease with the City taking the lead role







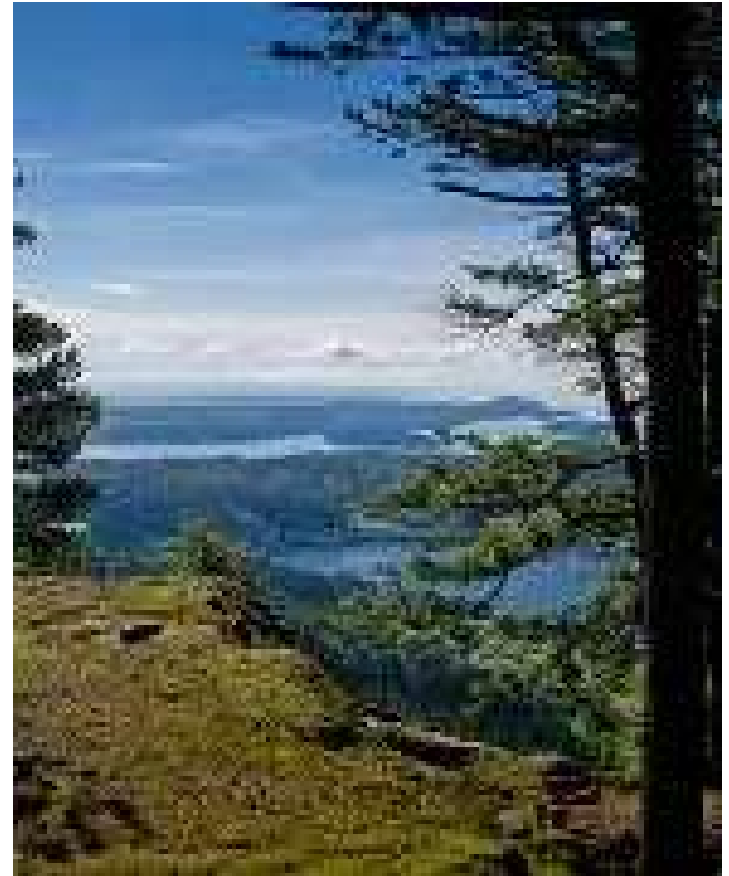
LEASE NEGOTIATIONS

- Staff have been negotiating the updated lease with PSE since 2018
 - City currently collects \$28,107.60 annually (\$2342.30 per month)
 - PSE initially indicated the price of the lease should be reduced to around \$17,000 annually
 - The City engaged an expert consultant (David Siegel), who advises clients on telecommunication lease valuations
 - Since 2020
 - Provided advice on valuation and terms
-



NEGOTIATED TERMS

- **Term:** 5 years plus one 5-year extension
- **Rent:**
 - Split with Kiwanis
 - 66% of revenue generated for site
 - \$6000 monthly with true-up at the end of the year
 - No less than \$72,000 per year
- **One-time Payment:** \$100,000 to City for costs and work to negotiate lease
 - Split into four payments of \$25,000 each
 - First \$25,000 payment in calendar year 2025
- **Subleasing:**
 - City must approve all subleases
 - City will have access to all relevant information



QUESTIONS?

ANACORTES



City Council Agenda Bill

Meeting Date: December 15, 2025 **Agenda Item:** 8.h.

Agenda Item Title: Contract Award: Wireless Services with Related Solutions #25-293-FBR-001

Staff Contact(s): Emily Schuh

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

Item Summary: City staff seeks City Council consent to award a contract to Mobile Communications America, Inc. (MCA) for the purchase of Nokia support and materials for the Fiber Department. The contract piggybacks on Sourcewell Contract #020624-MCA.

Background:

1. **History:** ACCESS Anacortes Fiber Internet is served by a Nokia backbone. MCA is a Nokia reseller. It is imperative for us to have a purchasing arrangement for support and materials from Nokia. The prior Nokia reseller did not renew their contract to provide these services.
2. **Key Terms:**
 - The PO has a yearly not-to-exceed price of \$80,000, for an estimated 6-year term with an estimated aggregate not-to-exceed amount of \$480,000.00.
 - The PO will be in effect from execution through the expiration date of the Sourcewell contract and any term extensions of that contract.
3. **Competitive Bidding:** The City has a cooperative purchasing agreement with Sourcewell and is procuring this purchase through [Sourcewell Contract #020624-MCA](#).

Budget Impact:

Vendor	Mobile Communications America, Inc.
Contract Amount	nte \$80,000 per year

Bars #	001.260.532.10.41
Budget Amendment Required?	No

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 25-293-FBR-001 with Mobile Communications America, Inc. to provide the Wireless Services with Related Solutions.

Alternative Actions: Not approve the contract.

Attachments (listed in order presented):

1. 25-293-FBR-001



City of Anacortes
Legal Department
PO Box 547
Anacortes, WA 98221
contracts@anacorteswa.gov

PURCHASE ORDER #25-293-FBR-001 WIRELESS SERVICES WITH RELATED SOLUTIONS

VENDOR: Mobile Communications America, Inc.
Rafael Casellas
135 North Church Street, Suite 310
Spartanburg, SC 29306

Email: rafaelcasellas@callmc.com
Phone: 303-898-3005

Date: December 15, 2025

Project Manager: Emily Schuh
Department: Administrative Services
(360) 299-1941
emilys@anacorteswa.gov

PO Term: Execution through the expiration date of Sourcewell Contract 020624-MCA and any Contract 020624-MCA extensions.

DESCRIPTION	Amount
Vendor will provide Wireless Services with Related Solutions as specified in Sourcewell Contract 020624-MCA, identified as Exhibit A. Individual orders will be assigned on an as-needed basis. When a need arises, the City's Project Manager, or designee, will contact the Vendor and provide a summary of the needed work or materials in sufficient detail to allow the Vendor to provide a cost estimate specific to the order based on the rates set forth under Exhibit A. Once the Parties agree to the description of services/materials, schedule, and price estimate, the order shall proceed at the Project Manager's authorization and direction. The City is not obligated to assign any specific number of orders or budget allocations to the Vendor. This Work is subject to: - Exhibit A; Sourcewell Contract 020624-MCA and related Amendments; and - Exhibit B: Special Provisions The aforementioned Exhibits A and B are hereby incorporated by reference and made a part hereof.	Not to exceed \$80,000 per contract year with unit prices as detailed in Exhibit A
Estimated Aggregate Not-To-Exceed Total for estimated 6-year term:	\$480,000.00

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

Mobile Communications America, Inc.

Matt Miller, Mayor

Date

Date

**COA PO #25-293-FBR-001
EXHIBIT A****Solicitation Number: RFP #020624****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Mobile Communications America, Inc., 135 North Church Street, Suite 310, Spartanburg, SC 29306 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Private Wireless Services with Related Solutions from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 3, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within 10 business days at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products within 10 business days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

- promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

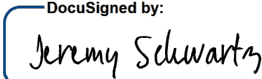
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

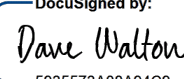
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/3/2024 | 6:51 PM CDT

Mobile Communications America, Inc.

DocuSigned by:

By: 5935573A08A94C9...
Dave Walton
Title: President
Date: 5/3/2024 | 3:21 PM CDT

RFP 020624 - Private Wireless Services with Related Solutions

Vendor Details

Company Name: Mobile Communications America, Inc.
135 North Church Street, Suite 310
Address: Spartanburg, SC 29306
Contact: Shawn Bloomfield
Email: shawnbloomfield@callmc.com
Phone: 610-428-0030
HST#:

Submission Details

Created On: Thursday February 15, 2024 12:21:36
Submitted On: Tuesday February 20, 2024 15:50:12
Submitted By: Shawn Bloomfield
Email: shawnbloomfield@callmc.com
Transaction #: 41f13d97-a531-4b04-94a1-f190f27c5f03
Submitter's IP Address: 207.172.48.193

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Mobile Communications America, Inc. (MCA)	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 7Z6M6 SAM #: XLBFJJK5K864	*
5	Proposer Physical Address:	135 North Church Street, Suite 310 Spartanburg, SC 29306	*
6	Proposer website address (or addresses):	www.callmc.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Dave Walton, President 135 North Church Street, Suite 310 Spartanburg, SC 29306 DaveWalton@callmc.com (704) 562-8596	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Shawn Bloomfield, Business Development Manager 135 North Church Street, Suite 310 Spartanburg, SC 29306 shawnbloomfield@callmc.com (610) 428 0030	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Mobile Communications America (MCA) is a trusted advisor for wireless communications, data, and security solutions. e understand that navigating the incredibly complex information landscape involves challenges like bridging communication gaps, overcoming security obstacles, and shielding against data threats. In the private wireless space we do this with best-in-breed technology manufacturers and service partners such as InfiniG, Nokia, Microsoft, and AirSpan. Our certified team of technology experts is dedicated to crafting solutions tailored specifically for each customer. Our local sales and service teams spread across 14 states and 90 locations are more than just support; they're steadfast companions, ensuring customers feel empowered and valued throughout their partnership with us. Our promise at MCA is to provide customers not just with solutions, but with the assurance and ease that come with them, allowing them to manage their organization clearly, confidently, and successfully. We strive to be friendly and easy to work with. A mature group of industry veterans and subject matter experts. Please see attached MCA Overview for more details.
11	What are your company's expectations in the event of an award?	MCA expects to feature the Sourcwell procurement vehicle as a preferred method of contracting for the private wireless services offered in our proposal.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see attached Bonding Capacity Letter.
13	What is your US market share for the solutions that you are proposing?	MCA is a privately-owned company and does not provide this information.
14	What is your Canadian market share for the solutions that you are proposing?	MCA does not currently conduct business in Canada.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	A. MCA is a reseller and systems integrator of the products and services offered in this proposal. Please see attached authorization letters for the manufacturers relevant to this proposal.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Please see attached Licensing document.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	MCA's Neutral Host-as-a-Service (NHaaS) partner, InfiniG, was recently nominated for the OnGo Alliance award for CBRS Neutral Host Solutions Excellence.	*
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 27%	*
21	What percentage of your sales are to the education sector in the past three years	Approximately 16%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	MCA holds various state contracts such as: NASPO Security & Fire Protection Services (2023-2028) HGAC (Radio Communications/Emergency Response Equipment RA05-21) North Carolina Sheriff's Association (22-01-0303) North Carolina Dept of IT (C725G Two-Way Radio Communications Equipment Contract) NALPC Georgia Technology Authority (GTA DIRECT NETWORK SERVICES - Contract # 98000-00000-4666) Texas Department of Information Resources (DIR-CPO-4494), and South Carolina. MCA's sister company, CodeLynx, Inc., a Microsoft Azure Cloud Services Provider (CSP), hosts the MCA Private 5G core services for operational use cases. CodeLynx holds the following NASPO ValuePoint contract: Cloud Solutions (2016 - 2026) MCA and CodeLynx are privately-owned companies and do not disclose sales volume information.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	CodeLynx holds the following GSA contracts: GSA Schedule 70 IT Services Contract (GS-35F-0012V) GSA MAS Schedule Contract (GS-07F-0191W) MCA and CodeLynx are privately-owned companies and do not disclose sales volume information.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities and for whom you have performed projects relevant to private wireless services. .

Entity Name *	Contact Name *	Phone Number *	
Arizona State University	Juan Santiago	+1 (847) 867-1836	*
City of Pasadena, TX	Trent Moser	+1 (281) 678-5771	*
University of Virginia	Seth Sweetser	+1 (919) 810-8891	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
University of Tennessee	Education	Tennessee - TN	3rd Party Operation (3PO) and maintenance of the Neutral Host Cellular Distributed Antenna System.	MCA is a privately-owned company and does not provide this information.	MCA is a privately-owned company and does not provide this information.	*
University of Virginia	Education	Virginia - VA	Neutral Host Cellular Distributed Antenna System Design, Deploy, Maintain	MCA is a privately-owned company and does not provide this information.	MCA is a privately-owned company and does not provide this information.	*
Social Security Administration Headquarters	Government	Maryland - MD	Cellular Distributed Antenna System Design, Deploy, Maintain	MCA is a privately-owned company and does not provide this information.	MCA is a privately-owned company and does not provide this information.	*
Oklahoma City Convention Center	Government	Oklahoma - OK	Neutral Host Cellular Distributed Antenna System Design, Deploy, Maintain	MCA is a privately-owned company and does not provide this information.	MCA is a privately-owned company and does not provide this information.	*
Mansfield Independent School District	Education	Texas - TX	Neutral Host Cellular Distributed Antenna System Design, Deploy, Maintain	MCA is a privately-owned company and does not provide this information.	MCA is a privately-owned company and does not provide this information.	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	MCA employs ~250 sales personnel across 14 states and is growing.	*
27	Dealer network or other distribution methods.	MCA is a value added reseller and systems integrator of products manufactured by best-in-breed companies such as Nokia, Airspan, Motorola, Sierra Wireless, Digi, Cradlepoint and others. Infinity Technologies, a division of MCA, is a value-added distributor for Nokia products and services throughout the US and has been assisting in the design and deployment of private wireless systems for the past few years.	*
28	Service force.	MCA employs ~500 service related personnel across 14 states, 90+ service centers, and is growing. We also have access to a network of service professionals throughout the US.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	MCA will handle sales inquiries and orders directly from participating entities across the US. Sales personnel will provide consultative assistance to determine the right fit of private wireless solutions. Proposals will be created and presented. Purchase orders will be collected and processed directly by MCA. MCA will fulfill the order with in-house order fulfillment, project managers, and technical staff. Account managers will follow-up with customers to ensure complete satisfaction.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	MCA is the single-point-of-contact for customer service. We will handle and resolve all service related questions and issues related to the proposed private wireless solutions. We aim to resolve all issues in the fastest possible timeframes while honoring safety, industry guidelines and regulations, and severity of the impact. Our organization is built around critical systems for life-saving operations, so it's in our DNA to resolve matters quickly and effectively. Service Level Agreements with specific timeframes to respond and resolve, remote and onsite, are available and priced on a per project basis.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	MCA is ready to provide private wireless solutions to participating entities across the entire US. We have an extensive network of MCA service centers across 14 states and are growing that footprint. We also have access to a network of nationwide service personnel that are qualified to provide smart-hands technical support outside of our geographic footprints. We are also willing to train customer personnel on smart-hands maintenance tasks in order to reduce costs and increase efficiencies.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Not yet available in Canada	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Not yet available in Canada	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	No restrictions across all US states and territories	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions across all US states and territories	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	MCA has an extensive sales and marketing force dedicated to using all channels of communication to promote a Sourcewell Private Wireless contract opportunity. We provide consultative assistance via meetings in-person, over the phone, or over the web; webinars; conference exhibitions and industry association meetings. Please see the attached marketing materials as an example of the straightforward communications we provide related to the private wireless solutions we are proposing. We don't bog down customers with technical gibberish. Clear, meaningful data that's gets to the heart of matters. When technical documentation is needed, we have no problem providing any volume of information to satisfy the most technical customer staff and consultants. We have ready access to the system and marketing document libraries of the technology providers we partner with.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	MCA uses web, email and phone business development and lead generation methods. Platforms such as LinkedIn are leveraged, as are industry articles published by bloggers and other news outlets.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We view Sourcewell as an educational starting point to alert their members to the existence of this new contract vehicle. MCA will make it a primary point to their SLED customers that Sourcewell is a preferred contract vehicle for private wireless solutions offered under this proposal. We would be very happy to participate in Sourcewell hosted webinars, podcasts and articles to build awareness and relevancy of private wireless to Sourcewell members.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	As it relates to the custom engineered, private wireless solutions being proposed, we do not offer these through an online ordering portal. However, MCA does have professional communications devices available for purchase on an e-commerce platform called Amerizon, managed in-house by a division within MCA. Visit https://www.amerizonwireless.com to see our e-commerce capabilities for professional communications devices.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Because this is a turnkey and managed solution sold as a service, training is not entirely applicable. However, there are opportunities for customers to participate in smart-hands maintenance tasks, for which training and shadowing will be offered during the installation phase of the project.	*
41	Describe any technological advances that your proposed products or services offer.	To our knowledge, no other vendor currently offering Private Wireless Neutral Host services are able to provide both AT&T and T-Mobile coverage at this time. That is a key differentiating factor of our service enabling partner, InfiniG, who pioneered this solution at Meta (Facebook). It is also the only solution to have been tested and certified with Verizon, though Verizon has not yet approved general availability. If Verizon decides on a local market basis to approve the service, the InfiniG solution is the "easy button" to instantly add that coverage to the private wireless neutral host network. No changes would have to be made onsite. It's only a change made in the cloud and coordinated with the local Verizon engineering team serving the area of the customer. To our knowledge, no other team has tested and certified this MOCN (multi operator core network) roaming solution with Verizon.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	N/A	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Sourcewell participating entities make up a sizable portion of the "middleprise" market segment (with buildings less than 1M square feet) that has largely suffered from a lack of reliable, in-building cellular coverage options. This market also has a sizable flow of visitors, students, employees and volunteers, making them particularly vulnerable environments to operate without adequate cell coverage. MCA with InfiniG delivers dedicated signal source from two of the three major carriers (AT&T and T-Mobile) over a secure encrypted internet connection and broadcasts their service over a CBRS private wireless radio access network. We seamlessly deliver both carriers as well as an optional private wireless network layer for operational use cases. We do this on an IT-friendly infrastructure that's much easier to operate and maintain than traditional coax based DAS systems. This empowers Sourcewell participating entities to participate in the installation and maintenance of the solution if they so desire and are qualified to do so. Additional savings would be passed on to them.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes, 1 year parts and labor. Onsite spares are available.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Products must be operated for original intended use only and be kept operating within the manufacturers power and environmental specifications. Other normal exceptions apply such as damage due to weather, war, terrorism, and crime.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Onsite support plans are available.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Onsite support plans are available throughout the US only. Customers who are qualified and trained to self-maintain will pack, ship and replace failed components after receiving an RMA by calling or emailing MCA support.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	MCA will cover warranty service for items made by other manufacturers that are part of our proposal.	*
51	What are your proposed exchange and return programs and policies?	MCA offers a return for repair (45 day) and advanced exchange (Next Business Day) hardware replacement service for the small cells, which comprise the vast majority of the hardware being provided for the private wireless solution. Other hardware component timeframes will vary by type and manufacturer and will be outlined on a per project basis. Failed components should be returned within 10 business days.	*
52	Describe any service contract options for the items included in your proposal.	Service contract options include the following: -Bronze Support (M-F, 8-5, Phone Support) -Silver Support (M-F, 8-5, Phone Support + Onsite Response for Critical Failures) -Gold Support (24/7/365 Phone Support + Onsite Response Onsite for Critical Failures)	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services	Because this is a carrier-supported service, MCA and InfiniG hold to strict KPI's and service level agreements to mobile network operator standards that ensure operation of proper 911 call routing and Wireless Emergency Alerts to smart phones.	*
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	There is an extensive list of KPI's we adhere to for compliance with the mobile network operators obligations to support 911. These include RSRP, RSSI, SINR, Throughput Performance, Handover Success Rates, Uptime, etc.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Standard payment terms are Net 30 and methods are EFT or check.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Leasing options are available for non-recurring charges and such options are evaluated on a per project basis.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	There is an End User Agreement (EUA) that needs to be signed by customers of the Neutral Host service. This is largely due to the stringency with which the mobile network operators (MNOs) view the local private wireless network over which their state and federally regulated services ride upon. The most salient flow-down terms from the MNOs are included in our Terms and Conditions attachment. There are only a few but they are mandatory. A full sample EUA will be provided closer to contract award.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P card purchasing for non-recurring charges would have a 2% convenience fee as this is not one of our standard forms of payment.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Neutral Host cell service over private wireless is an engineered solution. Pricing will vary on a building by building basis, depending on obstruction density inside the structure, number of floors, total area needing coverage, etc. We have provided a bundled unit price for the initial setup and the annual service. The number of required units will depend on the final engineered solution. Pricing examples are provided. Please see attached pricing page.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	MCA sees the market need and value of Sourcewell contracting. We are offering a 15% discount off list for Sourcewell members.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	These will be evaluated on a project basis.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Our solution is sold as a turnkey service, not a catalog of open market items.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	MCA will price each offer as an all-inclusive, engineered solution.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, shipping, and delivery are included in the bundled unit pricing provided.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery are included in the bundled unit pricing provided.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	d. other than what the Proposer typically offers (please describe).	This is a relatively new solution being offered to the marketplace. There is little else to compare it to. For fast market adoption, MCA is offering a steep discount level considering these are custom engineered solutions.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	MCA has an extensive contracts management and sales operations group that communicate and monitor the proper handling of sales and deployments according to the applicable contract terms and condition. This will be ensured for all Sourcewell related procurements. The MCA enterprise resource planning (ERP) system will be employed to ensure that all Sourcewell procurements are tagged and tallied on a quarterly basis for proper remission of fees to Sourcewell.	*
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Total sales of private wireless solutions. Total sales of private wireless solutions tagged to the Sourcewell contract vehicle. Total close rate of leads that are tagged to the Sourcewell contract.	*
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	MCA will pay Sourcewell an administrative fee equal to 2% of the total one-time coverage cost of a neutral host solution to participating members.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	InfiniG's innovative Neutral-Host-as-a-Service (NHaaS) solution provides reliable and cost-effective in-building mobile coverage for buildings big and small. NHaaS extends the Mobile Network Operator's (MNOs) public cellular service inside buildings using small radio nodes that share CBRS airwaves, new LAN infrastructure, and the building's existing broadband service to connect each mobile user to their MNO. The MCA InfiniG NHaaS solution includes all required equipment and services to extend MNO networks into a building, at a significantly lower cost than DAS and with much more reliable coverage than cellular repeaters.	*
72	Describe your supported 911 features and the planning, design, implementation and management products, services and process steps required.	All 911 features are supported, including location accuracy down to a single radio node. No additional process steps are required.	*
73	Describe your solutions, services, and qualifications, for preventing, mitigating, and responding to private wireless network intrusions and attacks.	The InfiniG solution has been vetted by all three MNOs and by Meta (Facebook) to their stringent security and privacy standards.	*

74	For each of the industries listed below (as applicable), describe your understanding of the typical challenges, opportunities, use cases, and solutions for: -Airports -Cities/Governments (local and federal) -Universities/Stadiums -K-12 -Healthcare -Ports/Warehouses -Other	Everyday tasks have become increasingly dependent on mobile devices, with the bulk of mobile usage (~80%) moving indoors in recent years. In-building mobile coverage is a universal need that cuts across all of these vertical industries. In addition, all of the industries cited are facing an overwhelming traffic load on WiFi networks, many of which are shared for public and private use. As part of or standalone to the NHaaS offer, MCA offers a private network layer option to offload operational use cases from congested WiFi networks. Sensitive data can be maintained onsite using a hybrid cloud architecture offered by MCA. Besides the NHaaS application, the following use cases are being implemented on private wireless networks: Airports - push-to-talk devices and applications, baggage tracking, environmental sensors, video surveillance, and more; Cities/Govt's - WiFi backhaul using fixed and mobile CBRS gateway routers, video surveillance, environmental sensors, smart transportation applications, and more; Universities/Stadiums - push-to-talk devices and applications, point-of-sale wireless access, video surveillance, pop-up activity support, situational awareness, and more; K-12 - WiFi backhaul over fixed wireless access for remote learning; Healthcare - WiFi offload for sensitive, fixed and mobile devices and applications; Ports/Warehouses - autonomous vehicles, forklifts and robots, push-to-talk devices and applications, environmental sensors, video surveillance, and more.	*
75	Describe your PWN solutions regarding IoT use cases and associated deployment maturity (ex: conceptual, lab, pilot in-progress, pilot complete, permanent deployment in-progress, permanent deployment fully commissioned, and project closed out). Describe your experience with both simple and complex IoT deployments.	Various IoT use cases were commercially deployed at Meta. When a neutral host service is deployed, InfiniG treats the private network layer, say for IoT, as just another MNO. The private PLMNID is advertised over the air and automatically routes private traffic to the MCA Private Core. The MCA private core service is architected by our sister company, CodeLynx, a Microsoft Cloud Services Provider (CSP). MCA was closely involved in the pilot deployment and testing of a private wireless network for one of the largest electrical utilities in the US. This was done in concert with Nokia, a close technology partner to MCA. Other private wireless implementations in full operation were completed in Pasadena TX for point-of-sale mobility at the Convention Center, the County of Harris TX for a countywide CBRS deployment to handle remote learning and other smart city use cases. MCA stands ready to tackle the most stringent use cases by leveraging our PWN IOT technology partners such as Nokia, Microsoft, CodeLynx and others.	*
76	Describe your solutions, services, and best practices for designing and deploying multiple geographically separated sites, as one PWN network (ex: two airports owned and operated by a city, extending enterprise systems) and as separate networks.	InfiniG's NHaaS core service resides in the Cloud, so geographical distribution comes naturally. Each building uses their broadband service to connect to the InfiniG service, and from there to the MNO's core network. If a private network is required, then InfiniG has the ability to route that traffic to the MCA private core, powered by Microsoft Azure.	*
77	Describe your products and services offered for: -Maintaining seamless and continuous connectivity of EUDs -Traversing between PWNs of the same and different PWN manufacturer solutions -Ownership by the same (ex: delivery trucks driving between local, regional, national warehouses) and different Enterprise (ex: aircraft interoperability between airport PWNs)	In the context of NHaaS, the MNO functionality is maintained thru the InfiniG service and the locally installed radio access network. In the context of an optional private network layer, the EUD authentication and seamless handovers are handled by the private core. Only EUDs with SIM cards that have been pre-approved in the private core are allowed on the private network layer. - Manufacturer does not matter as long as they comply with 3GPP standards. As long as the SIM card is authorized in the private core, the EUD can traverse between the same administrative private networks. - Service provider or network ownership does not matter as long as they comply with 3GPP standards. As long as the SIM card is authorized in the private core, the EUD can traverse between the same administrative private networks.	*
78	Describe how your solutions and offerings will support future load-sharing of wireless communications between WiFi, Distributed Antenna Systems (DAS), CBRS, and other communications technologies.	The InfiniG neutral host service (NHaaS) immediately addresses the sharing paradigm by leveraging a single CBRS network to offload traffic from congested WiFi networks and aging DAS systems. It provides native core signaling to AT&T and T-Mobile subscribers as well as an option for private core signaling to devices needing to access a more secure, more robust operational network layer.	*
79	Describe how your PWN can operate and be managed as a converged, unified, and integrated extension of other enterprise telecommunications networks and infrastructure solutions (cabled and wireless).	The neutral host and private network layers integrate seamlessly into standard IT infrastructure such as POE++ switches and Cat5/6 ethernet cabling. The network segmentation, routing and cybersecurity protocols are fully customizable and able to be integrated into the same organizational posture as existing networks.	*
80	Describe your ability to integrate with distributed antenna systems.	The InfiniG neutral host and MCA private network layer solutions do not integrate into DAS systems. They operate on a shared small cell infrastructure that provides a lower-cost alternative to DAS. If a DAS already exists then it is likely that the in-building coverage problem we solve has already been addressed.	*

81	Describe your PWN solutions regarding IoT use cases and associated deployment maturity (ex: conceptual, lab, pilot in-progress, pilot complete, permanent deployment in-progress, permanent deployment fully commissioned, and project closed out).	Please see response to question 75.	*
82	Describe your approach, process, and timeline for testing and implementing software updates to the PWN.	The InfiniG and MCA Private Core service (powered by Microsoft Azure) includes all software updates and security patches and are applied automatically as needed at no additional cost. This is a requirement established by the MNOs to allow their customer's traffic on this network.	*
83	List and describe your various core solution options offered (ex: on-premises, cloud, hybrid, distributed, core services platform) and key differentiators. For each solution, describe the your experience deploying and managing the solution.	MCA can add an optional private wireless network layer powered by our Microsoft Azure Private Wireless Cloud Service. This option is deployed for operational use cases where customers desire to offload traffic from congested WiFi networks and onto the private cellular network that offers true mobility, better security and lowest latency. It is a hybrid cloud solution whereby an edge appliance server is installed onsite to keep payload data local and ensure critical use cases perform at their best.	*
84	Describe your solutions for connecting end user devices that do not natively support PWNs. Note which of your solutions apply to 4G, 5G, and 4G/5G combined networks.	MCA has a Cellular Networking Solutions (CNS) team based out of Chapel Hill, NC, that for 20 years has been designing, integrating and kitting turnkey cellular gateway solutions for major customers across all industries. Brands such as Sierra Wireless (SemTech), Digi, and Cradlepoint recognize MCA as a top partner in the US. EUDs that don't natively have cellular radios will need a cellular to IP adapter or gateway router. Various such adapters are available commercially. We have one of the industry's leading teams that understand use case and integration of legacy devices onto cellular networks, both public and private.	*
85	Describe your mobile edge computing (a.k.a. multi-access edge computing) (MEC) PWN solutions and their key differentiators. For each, describe your experience deploying and managing the solution, as well as associated use cases.	The Microsoft Azure private wireless core, via the stack edge appliance, delivers Mobile Edge Compute performance. Please see the attached architectural diagram showing a public NHaaS system coexisting on the same RAN with a private network having an onsite edge core for MEC.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of equipment, products, and services are offered within your proposal. Provide an additional explanation in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
86	Assessment and strategy	☒ Yes ☐ No	MCA is a firm believer that it's all about the use case. We don't propose and deploy technology for technology's sake. The justification needs to be there by solving a specific set of problems. That's what we look for in our assessment and strategy phase.	
87	Network design, migration, and deployment, including network configuration and Spectrum Access System (SAS) registration	☒ Yes ☐ No	These are fundamental to a successful service launch and are provided as part of the turnkey service solution. We have wired and wireless network architects on staff to assist. We have CBRS CPI on staff that assist with SAS registration and management. This is all provided as part of our turnkey solution pricing.	*
88	Acquisition and installation of needed equipment to support the private wireless network	☒ Yes ☐ No	The service being proposed is a turnkey solution. All necessary installation materials are included, including new cable infrastructure where necessary.	*
89	Ongoing operations, maintenance, planning, expansion, and upgrading of the private wireless network and related components	☒ Yes ☐ No	These are provided as part of the turnkey service solution. Hardware upgrades would be negotiated on an as-needed basis.	*
90	Related network component solutions, such as private wireless network (PWN) cores, SIMs, radio access networks (RANs), gateways, end user devices (EUDs), network management tools, and products	☒ Yes ☐ No	PWN cores, SIMs, Gateways, and EUDs would be provided, when applicable, for the optional private network layer to enable operational use cases. The Neutral Host service does not require those to be added given that the CBRS compatible devices running on AT&T and T-Mobile will work seamlessly without any user intervention and the MOCN gateway functionality is running in the cloud.	

Table 14C: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of equipment, products, and services are offered within your proposal. Provide an additional

explanation in the text box provided, as necessary.

Line Item	Category	Product/Service	Offered	Explain *
91	System Features and Capabilities:		☒ Yes ☐ No	Yes, please see the attached data sheet.
92		Multi-tenant support (network segmentation/slicing)	☒ Yes ☐ No	Yes, in private network layer implementations.
93		Roaming from: Private-to-public networks Public-to-private networks Private-to-private networks	☒ Yes ☐ No	Yes, seamless public-to-private and private-to-public roaming is provided in the neutral host service, today with AT&T and T-Mobile and is generally available anywhere in the US. Private-to-private roaming is available and applicable to the optional private network layer.
94		Performance monitoring	☒ Yes ☐ No	Yes, for both neutral host and private networks.
95		Multi-network roaming	☒ Yes ☐ No	Yes, with AT&T and T-Mobile and is generally available anywhere in the US.
96		Radio site capacity	☒ Yes ☐ No	Yes, for both neutral host and private networks.
97		Bandwidth and throughput	☒ Yes ☐ No	Yes, 40 MHz (200 Mbps DL/ 27 Mbps UL) per radio node. Each radio node adds 40 MHz of capacity up to the number of nodes in the building. See attached data sheet for more details.
98		Mode (4G only, 4G to 5G Upgrade, 4/5G mixed mode, 5G only)	☒ Yes ☐ No	Yes, 4G. Future 5G upgrade with new radio nodes, similar to transitioning WiFi 5 to WiFi 6. No other changes are required. These current market factors impact the timing of 5G-NR support: • Handset penetration: <25% in US • Infrastructure Cost: up to 4x for small cells • Voice Support: No single US operator supports VoNR Our belief is that 5G-NR support at this time is much more critical for private IoT applications than it is for public access neutral host.
99		Quality of Service (QoS)	☒ Yes ☐ No	Available for private network layer.
100		Network Slicing	☒ Yes ☐ No	Will be available in future 5G-NR implementations.
101	Network Components:		☒ Yes ☐ No	Yes, radio nodes, PoE switches and PTP Timing units
102		High Availability	☒ Yes ☐ No	Yes, available for both neutral host and private networks.
103		Indoor RAN	☒ Yes ☐ No	Yes, for both neutral host and private networks.
104		Outdoor RAN	☒ Yes ☐ No	While our focus is on indoor networks, we can manage outdoor radios as well in collaboration with our partners.
105		Open/proprietary RAN	☒ Yes ☐ No	Yes, 3GPP-compliant
106		Open/proprietary Core	☒ Yes ☐ No	Yes, 3GPP-compliant.
107		SIMs	☒ Yes ☐ No	Yes, 3GPP-compliant and CBRS compatible are available and supported.
108		End User Devices	☒ Yes ☐ No	Yes, 3GPP-compliant and CBRS compatible are available and supported.
109		Gateways	☒ Yes ☐ No	Yes, 3GPP-compliant and CBRS compatible gateway routers are available and supported. A Multi Operator Core Network (MOCN) gateway is the service that enables the public and private network interoperability and runs in the cloud.

110	Design and Installation Services:		☒ Yes ☐ No	Yes, 3GPP and CBRS compliant, using Certified Professional Installers (CPI) as required by FCC regulations.	
111		RF Design	☒ Yes ☐ No	We use iBWave and have many full-time engineers certified and using it daily.	*
112		System Design	☒ Yes ☐ No	We use industry standard best practices for system design.	*
113		Radio Installation	☒ Yes ☐ No	We install to Motorola R56 standards.	*
114		Core Installation	☒ Yes ☐ No	Applies to the edge-core appliance for an optional private network layer to address operational use cases (IOT, video surveillance, push-to-talk, mobility, automation, etc). The neutral host service is handled by a fully cloud-based MOCN gateway.	*
115		System integration and testing	☒ Yes ☐ No	For neutral host, all required carrier testing is performed. For private network layer, full integration and testing of agreed-upon use cases would be included.	*
116		Application integration support	☒ Yes ☐ No	For private network layer, full integration and testing of agreed-upon applications would be included.	*
11		Network slicing	☒ Yes ☐ No	For private network layer on future 5G-NR, network slicing would be available.	*
118		Operations, Maintenance and Administrative Services:	☒ Yes ☐ No	Yes, 3GPP, MNO and CBRS compliant.	
119		Spectrum Access System	☒ Yes ☐ No	Yes, 3GPP and CBRS compliant.	
120		Network monitoring	☒ Yes ☐ No	Yes, 3GPP, MNO and CBRS compliant.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Sourcewell MCA Pricing.pdf - Tuesday February 20, 2024 12:12:25
- [Financial Strength and Stability](#) - MCA Tab 2 Attachments.pdf - Tuesday February 20, 2024 02:58:34
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples (optional)
- [Requested Exceptions](#) - RFP_020624_Private_Wireless_Contract_MCA Clarifications v3.pdf - Tuesday February 20, 2024 03:41:56
- [Upload Additional Document](#) - MCA Tab 14A Attachment.pdf - Tuesday February 20, 2024 15:21:56

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Dave Walton, President, Mobile Communications America, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Private_Wireless_Services_RFP_020624 Fri February 2 2024 10:45 AM	☒	1
Addendum_6_Private_Wireless_Services_RFP_020624 Wed January 31 2024 08:09 AM	☒	1
Addendum_5_Private_Wireless_Services_RFP_020624 Tue January 30 2024 12:22 PM	☒	3
Addendum_4_Private_Wireless_Services_RFP_020624 Fri January 26 2024 03:28 PM	☒	2
Addendum_3_Private_Wireless_Services_RFP_020624 Wed January 24 2024 04:00 PM	☒	3
Addendum_2_Private_Wireless_Services_RFP_020624 Thu January 18 2024 08:22 AM	☒	2
Addendum_1_Private_Wireless_Services_RFP_020624 Fri January 12 2024 02:04 PM	☒	1



**PURCHASE ORDER #25-293-FBR-001
SPECIAL PROVISIONS
EXHIBIT B**

1. **Sourcewell Contract 020624-MCA.** The work on this project shall be accomplished in accordance with Sourcewell Contract 020624-MCA between Sourcewell and Mobile Communications America, Inc. In the event of a conflict between the terms and conditions of Contract 020624-MCA and these Special Provisions, the order of precedence shall be (a) Special Provisions identified as Exhibit B to Purchase Order #25-293-FBR-001, (b) Contract 020624-MCA.

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

3. **Invoicing.** All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, PO Number and Price, or Amended Price. Vendor shall allow 30 days for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@anacorteswa.gov. Vendors may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution.

The City shall notify the Vendor within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Vendor 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.

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

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

6. Inspection.

A. Of the Work

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

B. Project Manager's Authority

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

7. **Defense and Indemnity Agreement.** The Vendor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

8. **Insurance Requirements**

A. Insurance Term: The Vendor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the City which meet the requirements as listed in Sourcwell Contract 020624-MCA and in the articles below.

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

E. Other Insurance Provision: The Vendor's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Vendor'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 Vendor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Vendor before goods, materials or supplies will be accepted by the City.

H. Notice of Cancellation: The Vendor 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 Vendor 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 Vendor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Vendor from the City.

J. City Full Availability of Vendor Limits: If the Vendor 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 Vendor, irrespective of whether such limits maintained by the Vendor 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 Vendor.

9. **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.

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

11. **Assistance Regarding Patent and Copyright Infringement.** In the event of any claim or suit against City on account of any alleged patent or copyright infringement arising out of the performance of this PO or out of the use of any material furnished or work or services performed hereunder, Vendor 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.

12. **The City's Right to Terminate PO.**

A. **Termination for Default:** If the Vendor defaults by failing to perform any of the obligations of the PO or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Vendor in the U.S. mail, postage prepaid, terminate the PO, and at the City's option, obtain performance of the work elsewhere. If the PO is terminated for default, the Vendor shall not be entitled to receive any further payments under the PO until the Scope of Services under this PO has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Vendor. The Vendor 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 Vendor was not in default, the rights and obligations of

the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

B. Termination for Public Convenience: The City may terminate the PO in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the PO is terminated in accordance with this paragraph, the Vendor shall be entitled to payment for actual work performed at unit PO prices for completed items of work through the date of termination. An equitable adjustment in the PO price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this PO by the City at any time during the term, whether for default or convenience, shall not constitute a breach of PO by the City.

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

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

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

16. Disputes

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

B. Notice of Potential Claims: The Vendor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Vendor 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 Vendor 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. Vendor shall keep full and complete daily records of the work performed, labor and all costs and additional time claimed to be additional.

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

17. 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 Vendor shall have no recourse against the City.

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

19. **Compliance with Laws.** The Vendor in the performance of this PO shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the PO to assure quality of services.

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

21. **Survival of PO Termination.** The provisions of the following paragraphs and the liability of the Vendor for default during the term of the PO shall survive, notwithstanding the termination or invalidity of this PO for any reason: The City's Right to Terminate PO; Governing Law; Disputes; Defense & Indemnity.

22. **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

VENDOR:
Mobile Communications America, Inc.
Jack Samet
135 North Church Street, Suite 310
Spartanburg, SC 29306
jsamet@infinitytdc.com

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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