



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

April 20, 2026
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Economic Development Committee (Report)
 - b. Housing Affordability and Community Services and Planning Committee (Report)
 - c. Public Safety Committee (Report)
 - d. Public Works Committee (Report)
 - e. Arbor Day Proclamation (Announcement)
4. **Public Comment**
 - a. [Participation Rules and Procedures](#)
 - b. Written Public Comment (Discussion)
5. **Consent Agenda**
 - a. Minutes of April 13, 2026 (Action)
 - b. Approval of claims in the amount of \$550,705.27 (Action)
 - c. Special Event: Ragnar Relay Northwest Passage (Action)
 - d. Special Event: Samish Indian Nation Missing Murdered Indigenous People Awareness Walk (Action)
 - e. Special Event: Pride Parade (Action)
 - f. 2 Special Events: Anacortes Farmers Market Multi-Month - Bier Near the Pier: Single Day October 3rd (Action)
 - g. Special Event: Anacortes Bloom Run (Action)
 - h. Special Event: Kiwanis Club of Anacortes 100-Year Anniversary (Action)
6. **Other Business**
 - a. Ordinance 5026: Prohibiting the Feeding of Wild Animals* (Discussion/Possible Action),

- 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](#).
- 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.

- (Second Read)
- b. Ordinance 5027: Prohibiting Virtual Currency Kiosks* (Discussion/Possible Action), (Second Read)
 - c. First Quarter Library Update (Report), (Discussion)
 - d. First Quarter Finance Update (Report), (Discussion)
 - e. Anacortes Community Forest Lands Plan (Discussion)
 - f. Resolution 3211: Authorizing the Parks Department to Apply for a Grant from the State Recreation and Conservation Office for the Volunteer Field Artificial Turf Conversion Project* (Discussion/Possible Action)
 - g. Ordinance 4081: Creating AMC 8.14 Grand View Cemetery* (Discussion), (First Read)
 - h. Contract Award: 2026 Doon Way Waterline Replacements #26-093-WTR-001 (Discussion/Action)
 - i. Contract Award: Microsoft Enterprise Agreement - Office 365 Renewal #26-140-ITS-001 (Discussion/Action)
7. **Adjournment**

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PROCLAMATION Arbor Day 2026

WHEREAS arbor means "tree" in Latin;

WHEREAS Arbor Day is a special day that has been set aside for planting and caring for trees;

WHEREAS all fifty states and countries throughout the world celebrate this holiday every spring to teach children the importance of forestry;

WHEREAS Anacortes has been recognized by the National Arbor Day Foundation as a Tree City USA for the 24th consecutive year;

WHEREAS the tree planting this year will be held at the Anacortes Community Garden at 10:00 am on April 24;

NOW THEREFORE, I, RYAN WALTERS, MAYOR OF THE CITY OF ANACORTES, HEREBY PROCLAIM Friday, April 24, 2026, as our celebration of ARBOR DAY in Anacortes and encourage our citizens to plant trees thus leaving a legacy for present and future generations.

PROCLAIMED this 20th day of April, 2026.

Ryan Walters
Mayor of Anacortes

City Council

April 13, 2026

Highlights:

- Ordinance Prohibiting the Feeding of Wild Animals
- Q1 Library Update
- Q1 Finance Update
- Anacortes Community Forest Lands Plan



Earth Day

Wednesday, April 22

Downtown Events:

- **Luminary Parade:** Friday at 8 p.m.
- **Street Fair:** Saturday from 4-6 p.m.
- **Procession of the Species:** Saturday at 6 p.m.



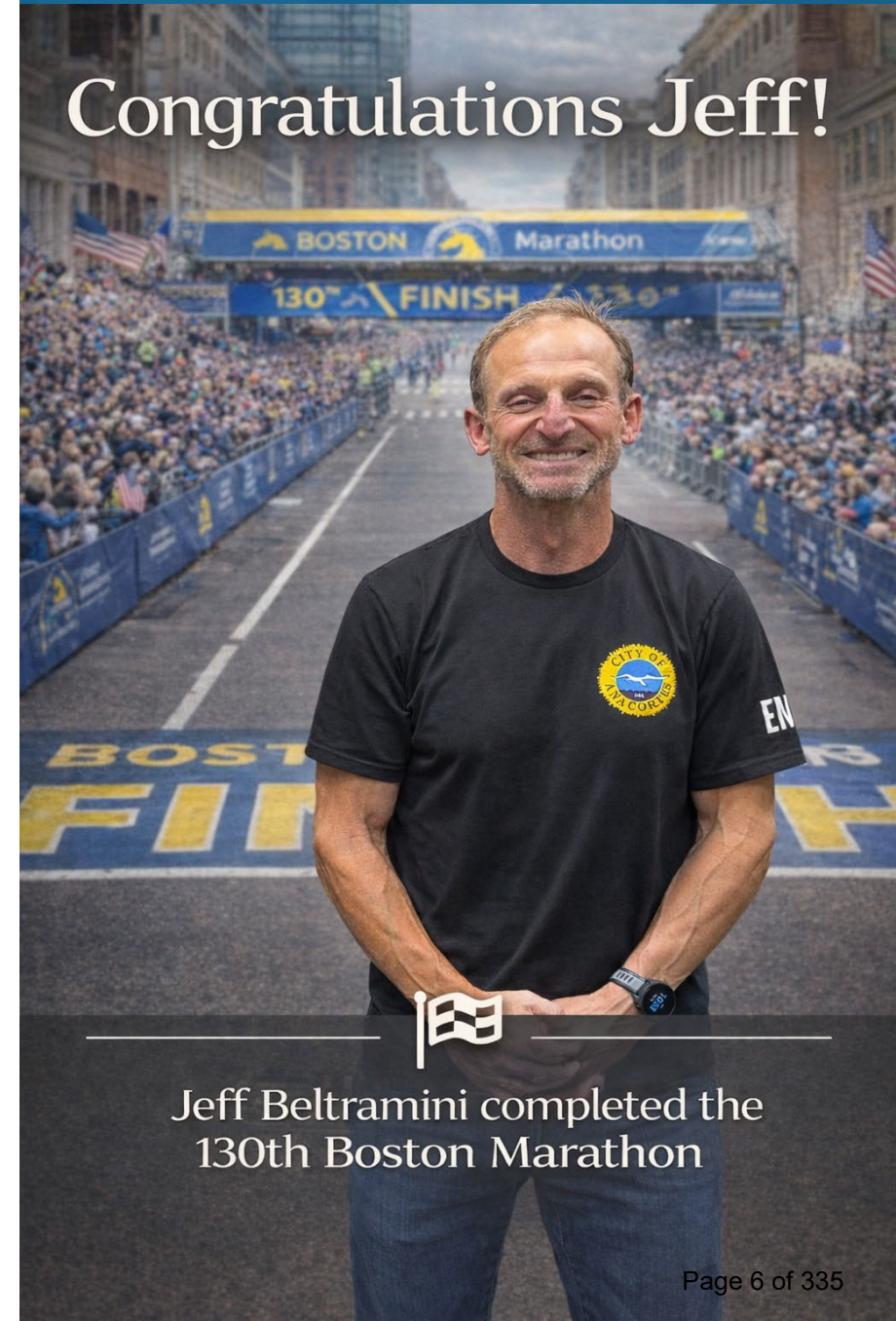
130th Boston Marathon



Jeff Beltramini completed the 130th Boston Marathon

Congratulations to Interim
Engineering Supervisor Jeff
Beltramini for completing the
130th Boston Marathon today.

Congratulations Jeff!



Jeff Beltramini completed the
130th Boston Marathon

Senior Activity Center

Advance Care Planning: Wednesday, April 22

Advance Care Planning ensures your goals, values and preferences are known, not only at end of life, but if you are unable to communicate due to illness or injury. This event is free, however registration required.

Hearing Loss and You: Wednesday, April 29

Join us for an informative talk on hearing loss. This event is free.

Mother's Day Luncheon: Thursday, May 7

Celebrate mothers and all the important women in our lives at a special luncheon. Registration required, fee of \$5-7

www.anacorteswa.gov/556



Spring Parks and Recreation

Kids Fishing Day at Heart Lake

- May 30, 7a.m. -12p.m.

Bark in the Park

- June 13, 10:00 a.m.-2:00 p.m. at Storvik Park

www.anacorteswa.gov/490



Museum

Samish Singing and Drumming Group

Thursday, April 23 at 5:00 p.m.

Join us for a night of sharing the songs and music that are traditional to Samish Indian Nation.

Samish instruments and music-related photographs are also on display at the Music of Anacortes Exhibit

www.anacorteswa.gov/333



Library

May 1: Fourth Annual Jazz Walk

- Join us starting at 6 pm in old town Anacortes for some great Jazz music at 6 local venues. With 6 different artists, there's jazz for everyone to love! Free and all welcome. Presented by the Manieri Endowment at the Anacortes Public Library.

May 6: Library Trivia Night: The Brain Forest

- Sprout your knowledge at our nature-themed Trivia Night! Are you a smarty-plants? Bring your team and compete for the trivia crown. Prizes and fun await at 6pm.

May 8: Children's Book Week Storytime with Kami Bratten

- Join us for a special Children's Book Week storytime with Kami Bratten! Kami will read with us and share a craft. 10:45 & 11:30 am.

May 20: After-Hours Book Fair

- Adults, take a trip back to childhood fun during our after-hours book fair starting at 6pm in the Library. Enjoy our book swap, get fun "library dollars" to spend on free books & goodies, and shop local vendors selling books and treats. This grown-up event is for ages 18 & up.

May 25-30: Children's Programming Break

- There will be no children's programs the week of Memorial Day.

www.anacorteswa.gov/220



Guemes Ferry Maintenance Schedule

- Out of service for maintenance May 4-17
- Passenger-only service will be provided by Arrow Launch beginning May 4th at 6:30am and will follow the non-peak sailing schedule
- Parking rules are **not** modified or suspended during this time
- Note: only parallel parking is allowed on 6th and 7th Streets

www.anacorteswa.gov/2073





E-bikes and E-motorcycles

We are working on ordinance updates and public education to ensure the safety of both riders and pedestrians.



Rising Fuel Costs

- Our fuel costs were \$8,000 more than February for the same number of gallons.
- This is a 28% increase and is expected to increase again in April.
- All staff are instructed to reduce idling and consider number of trips and usage.





Lock or Dispose

RCW 9.41.360 requires safe storage of firearms.

Don't want them? Call APD at 360-428-3211 to arrange drop-off of firearms for disposal.



April 15 Disposal



Handguns	6
Long Guns (rifles / shotguns)	7
Edged weapons (knives / machetes)	5
Other (Brass knuckles, BB guns, etc.)	6
Total	24

Committee Reports

- Economic Development
- Housing Affordability, Community Services and Planning
- Public Safety
- Public Works
- Arbor Day Proclamation



Arbor Day

Friday, April 24

Ceremonial tree planting
Friday, April 24 at 10 a.m.
Anacortes Community Garden

We encourage residents to plant a tree to provide our town with clean air and water, cooling shade, habitat for wildlife and natural beauty for a healthy, happy community.



Rhonda Peck

From: Trina Wherry <trinawherry@gmail.com>
Sent: Friday, April 17, 2026 1:34 PM
To: CityClerk
Subject: Public comment about CDBG for hearing on April 27, 2026 at 6:00pm

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

Council Members,

I am writing to amplify the understanding of what a critical role the Anacortes Family Center plays in the city of Anacortes. This is a key “safety net” entity which should remain funded within the Anacortes community as it has been since 2014 with CDBG funding.

The Anacortes Family Center (AFC) has become a crucial source of support for the city. The CDBG funds offer support for low and moderate income families and individuals. This support helps them maintain or regain self-sufficiency, exactly what we want in our community — people who can take care of themselves and their families which benefits the well-being of all of us. The success rate for these families participating at AFC is high and has remained high for the past dozen years. Here is a program which works and we, as a community, need to support those successful efforts.

I urge you to continue this CDBG funding for the Anacortes Family Center for this year and coming years.

Respectfully,

Trina Wherry
Community Volunteer
AFC Board Member

Rhonda Peck

From: No Reply <noreply@civicplus.com>
Sent: Saturday, April 18, 2026 6:48 PM
To: CityClerk
Subject: Public Comment Submission

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

Submitted by: janet andrews
Email Address: janetfromboston@gmail.com

Commented on event: <https://anacorteswa.portal.civicclerk.com/event/1432/overview>
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: My husband and I live at 4308 Whistle Lake Road and purchased our property in the fall of 2021. Our 1-acre property was developed with restrictions regarding the wetland area, easements and a shared access road. Four homes, between 2000-2400 square feet each rest on 1 acre lots (4 acres total) separated for privacy. Happy Valley Creek cuts across our property from under a bridge and into a culvert. The creek continues into a culvert under our access road. It ponds between 4304 and 4302 but continues. (There is another ponding area on 34th Street and M Ave where we once rented.) We live across an access road to Dale and Carolyn Herringstad who are subdividing their property for the development of 4000 square feet residential houses. These houses according to the documents at the city will allow 4 houses twice the size of ours on 2.9 acres with 3 of them cramped into the far west of the property. This request, if allowed, will permanently alter our neighborhood, the wetland, the creek further downstream and pooling of water around our homes. It is well known that areas alongside Haddon Road pool from runoff and Happy Valley Creek. A drive or walk down Haddon Road offers views of front yard seasonal flooding most of the year. The Herringstad property that intersects Haddon and Whistle Lake Road where they exercise their horse was flooded with a pond of water in recent months. I mention this because increased housing density, especially with 3 more 4000 sq ft properties can only add to that. Our wetland stream rose quite high this past year and the pond area between 4304 and 4302 Whistle Lake Road was intimidating to view. The water leading in and out of our property (south to north) raged through those culverts so plans to 'mitigate' concern me. The three new houses will also be on rather small lots (for their size) of 15K, 16K and 20K square feet with tree removal, excavation, paving, roofing alongside new walkways, driveways and a new access road (or shared driveway). These homes are close to each other, unlike the space between our homes currently where privacy was built into the plan. Very mature trees will be removed making matters worse. The possible downstream impact in other Anacortes neighborhoods where owners have not received notification is also of concern. Our reasons for purchasing our house were 'quiet enjoyment', 'tree canopy', 'sounds of nature', 'gardening and walking potential' and 'space'. We love living here. This proposal feels like dense housing and will surely impact our enjoyment of our home and property. The owners are moving out of state, likely to a rural area. I wonder if they enjoyed and appreciated the natural environment in Anacortes, or perhaps they hadn't really noticed at all. Sincerely, Janet Andrews and Theodore Andrews
Janetfromboston@gmail.com 360-899-9182 landline 858-230-5574 text or message P.S.: Our neighbor

did not receive her notification in a timely manner. She called the city and received it days later. In my opinion, this error should be reason to delay the comment period cutoff date.



City of Anacortes
Budget Trends 2024-2026

Department	2024 Actual	2025 Actual	2026 Budget	% Change 24-26	Comments
Finance	996,625	1,200,216	1,919,241 – 700,000 = 1,219,241	+22.34%	700,000 interfund transfer
HR	477,608	514,477	603,455	+26.35%	
Legal	773,001	724,030	759,681	-1.7%	
IT	1,627,396	1,783,223	1,929,431	+18.56%	
Fiber	9,834,345	3,857,513	2,937,178	-70.13%	
Fire	11,010,467	10,342,640	11,004,302	-.06%	
Police	8,713,093	9,187,691	10,088,085	+15.78%	
Museum	572,929	555,180	634,073	+10.67%	
Library	1,788,069	2,101,212	1,584,905	-11.36%	
Parks	3,863,918	3,601,792	4,575,305	+18.41%	
Cemetery	289,336	329,537	377,462	+30.46%	
Planning	2,362,734	2,836,748	10,870,962-8,500,000= 2,370,962	+35%	8,500,000 event center loan?
Public Works Street Construction	5,465,873	3,352,577	5,447,438	-.34%	
PW Street Maintenance	3,732,077	1,934,561	2,062,060	-44.75%	
PW Equipment Rental	2,887,309	3,915,313	2,942,405	+1.91%	
PW Solid Waste	6,246,189	6,965,801	7,393,158	+18.36%	
PW Wastewater	21,137,528	19,669,807	14,503,851	-31.38%	
PW Stormwater	2,305,928	2,574,420	2,788,525	+20.93%	
PW Water	18,737,808	17,546,407	26,121,216	+39.40%	
PW Overall	60,512,712	55,958,886	61,258,653	+1.23%	
TOTAL	102,822,233	92,993,145	99,342,733	-3.38%	Change from 2025: +6.82%

Anacortes City Council Minutes - April 13, 2026

Call to Order

Mayor Ryan Walters called to order the April 13, 2026, Anacortes City Council meeting at 6:01 p.m. Councilmembers Marcia Hunt, Luke Currier, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and TJ Fantini were present.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Walters made announcements recognizing Dean Williamson receiving the Mayor's Award of Merit, that [Spring residential cleanup day is on April 18th from 9:00am-12:00pm](#), the Meals on Wheels Aktion Club awards fundraiser that raised nearly \$44,385 for 2026, alerting the public to an online fraud attempt against a permit applicant, [Parks and Recreation spring and summer programs](#), the [Community Development Block Grant Annual Plan](#) public hearing at the April 27th regular City Council meeting, the [Guemes Island Ferry maintenance period](#) from May 4-17 with passenger-only service provided by Arrow Launch with regular parking rules remaining in effect, and the Anacortes [project information page](#), referring to a slide presentation that was added to the packet materials for the meeting.

Port / City Liaison Committee

Ms. Cleland-McGrath reported from the Port / City Liaison Committee meeting held April 7th. The topics discussed included communication strategies for economic development between the city, the Port of Anacortes and the Port of Skagit, the county economic development strategy on the [Skagit Council of Governments website](#), the Washington State ferries, the city permitting process, the event facility timeline moving toward 60% design by the end of April and the corresponding action items that the port are undertaking to support the development, and the \$515,000 state and \$250,000 federal appropriations for the event center. Mr. Young suggested that some recognition of the native cultures present in the area be incorporated in the event center design.

Finance Committee

Ms. Moulton reported from the Finance Committee meeting held April 9th. The topics discussed included the draft presentation for the first quarter finance update to be provided to the full council on April 20th. Mr. Fantini asked if the March financial figures would be included in the update. Ms. Moulton responded that they would be except for those in the area of sales tax, as those become available two months after the fact.

Housing Affordability and Community Services and Planning Committee

Ms. Moulton reported from the Planning Committee meeting held earlier in the evening. The topics discussed included [Executive Order 2026-02](#) regarding permitting process improvement and streamlining, which includes customization of the use of the SmartGov application, the production of checklists and standard procedures for easier process navigation for the public and staff, and permitting timelines for each stage of the permitting process, the review and processing of alley and street vacations and grading and filling permits will move from the Public Works department to the Planning department, and staff review of the unified fee schedule to ensure that permit fees cover the cost of staff processes. The committee also discussed the Shoreline Management Program that is under review by the Planning Commission, the Critical Areas Ordinance update, and consideration of allowing auto and boat repair in the industrial zone.

Public Comment

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

Consent Agenda

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

a. Minutes of April 6, 2026

b. Approval of claims in the amount of \$787,385.11

The following vouchers/checks were approved for payment:

EFT numbers: 115285 through 115343, total \$584,650.24

Check numbers: 115344 through 115359, total \$193,498.90

Wire transfer numbers: 387043 through 387343, total \$9,235.97

c. Special Event: Oyster Run Festival

Work Session

Quarter 1 All Departments Update

Finance Director Steve Hogle, Human Resources Director Kendall Moyle, City Attorney Darcy Swetnam, Mayor Walters for Information Technology Manager Jose Cervantes, Fiber Manager Jim Lemberg, Interim Fire Chief Mannix McDonnell, Police Chief Dave Floyd, Museum Director Bret Lunsford, Parks and Recreation Director Jonn Lunsford, Planning, Community, and Economic Development Director John Coleman, and Public Works Director Logan Lee with Water System Manager Terry Nemeth presented their respective first quarter department updates, referring to a slide presentation that was included in the packet materials for the meeting.

Mayor Walters announced that Library Director Jeff Vogel was unavailable to attend the meeting, and would present the library update at the next regular meeting.

Adjournment

There being no further business, at approximately 9:18 pm, the Anacortes City Council meeting of April 13, 2026, was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the April 20, 2026 City Council meeting:

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

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
387582	12/31/2025	76969	COMMERCIAL FIRE PROTECTION INC	PIV SWITCH REPLACEMENT AT PUBLIC SAFETY BUILDING	\$ 543.72	pw1
387581	2/18/2026	42744	COMMERCIAL ALARM & DETECTION	TESTING THE PIV SWITCH AT PUBLIC SAFETY BUILDING	\$ 696.32	pw1
387394	2/27/2026	2026-07	PRECISION TREE SERVICE, INC	SERVICE FOR STREET DEPT	\$ 2,720.00	dshop
387396	3/4/2026	65866	SKAGIT PUBLISHING LLC	PUBLISH AA-721364	\$ 52.78	finance
387398	3/4/2026	65867	SKAGIT PUBLISHING LLC	PUBLISH AA-721561	\$ 129.92	plan
387486	3/9/2026	625539	KUSTOM SIGNALS INC	RADAR FORKS	\$ 58.76	apd
387369	3/10/2026	66439	CITIES DIGITAL, INC.	DOCUSIGN LICENSING RENEWAL 5/31/2026 - 5/30/2027	\$ 4,504.32	legal
387399	3/15/2026	66111	SKAGIT PUBLISHING LLC	PUBLISH AA-721739	\$ 121.80	finance
387400	3/15/2026	66112	SKAGIT PUBLISHING LLC	PUBLISH AA-723674	\$ 52.78	dwtp
387401	3/15/2026	66113	SKAGIT PUBLISHING LLC	PUBLISH AA-723679	\$ 52.78	pw1
387580	3/19/2026	77892	COMMERCIAL FIRE PROTECTION INC	PUBLIC SAFETY BUILDING FIRE PROTECTION REPAIRS	\$ 1,462.51	pw1
387638	3/25/2026	398494	SECURITY SOLUTIONS NORTHWEST	MONITORING AGREEMENT FOR CITY HALL PANIC BUTTONS - 12 MONTHS	\$ 521.59	pw1
387389	3/26/2026	6139612768	VERIZON WIRELESS	WTP SCADA 3/1/26 - 3/31/26	\$ 903.75	dwtp
387388	3/27/2026	229085	RAINBOW ENTERPRISES	PUMP INSPECTION + CLEAN & SERVICE SEPTIC DRAINFIELD LINES	\$ 952.00	dwtp
387644	3/30/2026	1628822	BIG STATE INDUSTRIAL SUPPLY	WD: CREW SUPPLIES	\$ 553.19	wdist
387578	3/30/2026	2026-17	PRECISION TREE SERVICE, INC	CAUSLAND MEMORIAL PARK TREE REMOVAL	\$ 3,808.00	parks1
387395	3/31/2026	0173	SKAGIT COUNTY SOLID WASTE FUND	MARCH TONNAGE HAULED	\$ 108,658.61	dshop
387585	3/31/2026	045-558151	TYLER TECHNOLOGIES, INC	ENTERPRISE RESOURCE PLANNING SOFTWARE/IMPLEMENTATION SERVICES	\$ 2,450.24	finance
387643	3/31/2026	FB-3086	CITY OF MOUNT VERNON	DARK FIBER, MAR 026	\$ 525.00	fiber
387586	4/1/2026	045-558875	TYLER TECHNOLOGIES, INC	EERP QTRLY SAAS FEES 4/1/2026-6/30/2026	\$ 42,152.75	finance
387571	4/1/2026	052-0010-00	CITY OF ANACORTES	OPS: 3/1- 3/31/26	\$ 2,817.22	dshop
387547	4/1/2026	190-1840-00	CITY OF ANACORTES	UTILITY BILL 2026-04	\$ 6,464.82	dwwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
387641	4/1/2026	2501753	T-SHIRTS BY DESIGN	UNIFORM ORDERS: NEW HIRES	\$ 2,941.11	medic
387390	4/1/2026	2828453-0043-7	WASTE MANAGEMENT	WTP TRASH ACCT # 22-79868-03009, RECYCLE PICKUP - 3/1/26 - 3/31/26	\$ 387.20	dwtp
387387	4/1/2026	4126	NORTHWEST PARKING EQUIPMENT	WA PARK PAYSTATION MAINTENANCE	\$ 734.40	parksl
387639	4/1/2026	CA21	AIRSTRIKE BIRD CONTROL INC	CITY HALL BIRD ABATEMENT - MARCH 2026	\$ 1,300.00	pw1
387445	4/2/2026	14944104	HACH COMPANY	ANNUAL TURB MAINTENANCE PARTS PO 26-136	\$ 2,565.54	dwtp
387485	4/2/2026	286	THRIFTY CLEANERS	UNIFORM CLEANING MARCH 2026	\$ 240.41	apd
387251	4/2/2026	XA116028330:01	RWC INTERNATIONAL	PART FOR VEHICLE #5001	\$ 240.05	dshop
387544	4/3/2026	12315	DH ENVIRONMENTAL INC	2026 HAZWOPER TRAINING	\$ 2,395.80	dshop
387483	4/3/2026	1931	FIDALGO CLEANING	APD CLEANING & SUPPLIES 3/24-4/6/26	\$ 905.00	apd
387573	4/3/2026	26-COA-DFP-08	FIRST FORTY FEET LLC	DOWNTOWN STREETSCAPES PLAN - MARCH 2026	\$ 10,100.50	plan
387484	4/4/2026	00005W5A83146	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 4-4-26	\$ 15.23	apd
387572	4/6/2026	005	CORLEY, VICKIE	YOUTH ART CLASSES - MARCH 2026	\$ 540.00	pkrec
387554	4/6/2026	14946718	HACH COMPANY	ANNUAL FLUORIDE PROBE REPLACEMENT	\$ 2,252.37	dwtp
387593	4/6/2026	4/6/26	STORWICK, RICHARD	ANTIQUE ENGINE STORAGE: APRIL	\$ 190.00	medic
387584	4/6/2026	FB80499	CAROLLO ENGINEERS, INC.	WATER SYSTEM PLAN UPDATE - THROUGH 3/31/26	\$ 5,042.50	pw1
387543	4/7/2026	00122913	OWEN EQUIPMENT COMPANY	PARTS FOR VEHICLE #6001	\$ 2,621.89	dshop
387492	4/7/2026	10098725	MILES SAND & GRAVEL CO.	SUPPLIES FOR STREET DEPT	\$ 1,105.35	dshop
387481	4/7/2026	220013286491	PUGET SOUND ENERGY INC	APD 3/6-4/6/26	\$ 3,669.91	apd
387393	4/7/2026	220015523313	PUGET SOUND ENERGY INC	CAR CHARGING STATION: 3/6-4/6/26	\$ 33.83	dshop
387534	4/7/2026	220021901958	PUGET SOUND ENERGY INC	ENERGY BILL TSUNAMI SIREN SKYLINE	\$ 11.11	dwwtp
387441	4/7/2026	2501805	T-SHIRTS BY DESIGN	WORK UNIFORM	\$ 901.13	dshop
387576	4/7/2026	26-103	HANS VAN DUSEN	SOLID WASTE CONSULTING SERVICES - 1/1/26-4/6/26	\$ 7,328.00	pw1
387583	4/7/2026	37352	TRANSPO GROUP USA, INC.	TRANSPORTATION ELEMENT OF THE 2025 COMPREHENSIVE PLAN - THROUGH MARCH 27, 2026	\$ 8,260.00	pw1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
387482	4/7/2026	4011	SKAGIT COUNTY SHERIFF'S OFFICE	NW MINI CHAIN; 1ST QTR 2026	\$ 4,569.70	apd
387548	4/7/2026	PS-INV115572	WHITNEY EQUIPMENT CO INC	MAINTENANCE SUPPLIES - PUMP STATIONS	\$ 14,313.82	dwwtp
387587	4/8/2026	045-559135	TYLER TECHNOLOGIES, INC	ENTERPRISE RESOURCE PLANNING SOFTWARE/IMPLEMENTATION SERVICES	\$ 3,679.08	finance
387442	4/8/2026	220013297498	PUGET SOUND ENERGY INC	CASINO DRIVE UNDER TWIN BRIDGE: 3/7-4/7/26	\$ 50.44	dshop
387533	4/8/2026	220022355618	PUGET SOUND ENERGY INC	ENERGY BILL FOR TSUNAMI SIREN 500 T	\$ 10.89	dwwtp
387545	4/8/2026	220035067093	PUGET SOUND ENERGY INC	OUTDOOR LIGHT MOLLY LANE BUILDING: 3/6-4/9/26	\$ 203.82	medic
387546	4/8/2026	300000290019	PUGET SOUND ENERGY INC	ALL STATIONS: 3/5-4/6/26	\$ 1,980.18	medic
387502	4/8/2026	300000290035	PUGET SOUND ENERGY INC	MUSEUM: 3/6-4/6/26	\$ 890.80	museum
387536	4/8/2026	300000300008	PUGET SOUND ENERGY INC	0008 WWTP 3/6-4/6/26	\$ 38,146.74	dwwtp
387444	4/8/2026	300000305007	PUGET SOUND ENERGY INC	SKYLINE STREET LIGHTS: 3/3-4/1/26	\$ 317.00	dshop
387368	4/8/2026	RefundQuilters	FIDALGO ISLAND QUILTERS	SENIOR CENTER RENTAL REFUND	\$ 427.00	parks1
387391	4/8/2026	RefundSciumbato	SCIUMBATO, CHRIS	WA PARK CAMPING REFUND	\$ 10.00	parks1
387392	4/8/2026	RefundHargrove	HARGROVE, BRADLEY	WA PARK CAMPING REFUND	\$ 90.00	parks1
387443	4/9/2026	220013297076	PUGET SOUND ENERGY INC	6821 STATE ROUTE 20 3/7-4/7/26	\$ 17.43	finance
387648	4/9/2026	22055050396	UNIT PROCESS COMPANY	VERIFICATOR RENTAL	\$ 2,499.16	dwwtp
387557	4/9/2026	396698	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 614.59	pwfac
387480	4/9/2026	6560747152	VESTIS SERVICES LLC	APD NYLON MATS CLEANED	\$ 16.34	apd
387447	4/9/2026	6560747157	VESTIS SERVICES LLC	OPS MAT CLEANING	\$ 62.40	dshop
387446	4/9/2026	6560747158	VESTIS SERVICES LLC	OPS & PARKS LAUNDRY SERVICE	\$ 80.53	dshop
387646	4/9/2026	993576	JCI JONES CHEMICALS INC	SODIUM HYPOCHLORITE PO 26-140	\$ 7,859.78	dwwtp
387405	4/9/2026	INV3169139	COPIERS NORTHWEST, INC	CANON/IRC5560I FINANCE/OPS/WWTP 3/8-4/7/26	\$ 495.04	finance
387397	4/9/2026	L174509	STATE AUDITOR'S OFFICE	ACCOUNTABILITY AUDIT 24-24	\$ 4,018.50	finance
387542	4/9/2026	XA116028937:01	RWC INTERNATIONAL	PART FOR VEHICLE #608	\$ 93.49	dshop
387488	4/10/2026	0022408-IN	NELSON-REISNER DISTRIBUTOR INC	SUPPLIES FOR SHOP	\$ 882.90	dshop
387497	4/10/2026	080-2300-02	GARVEY, CANDY	UB Refund Cst #057878	\$ 105.54	finance
387495	4/10/2026	091-2500-00	BROGAN, JEANEEN	UB Refund Cst #041328	\$ 101.95	finance

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
387575	4/10/2026	1200817882	HDR ENGINEERING, INC	WTP LEAD AND COPPER RULE (LCR) SAMPLING PLAN - 2/22/26-3/28/26	\$ 2,139.21	dwtp
387499	4/10/2026	142-8970-02	MARQUEZ, TIM & JULIE	UB Refund Cst #067854	\$ 183.50	finance
387493	4/10/2026	15-08195-33000	WASTE MANAGEMENT	MARCH 2026 CONTRACTED SERVICES	\$ 157,158.98	finance
387590	4/10/2026	154 700 0000 9	CASCADE NATURAL GAS CORP.	LIBRARY 3/11-4/9/26	\$ 2,292.28	publib
387570	4/10/2026	20369	SKAGIT COUNTY PUBLIC HEALTH	SENIOR SERVICES PROGRAM 2026	\$ 10,920.09	parks1
387594	4/10/2026	2141	OSBORN CONSULTING, INC	17TH STREET DRAINAGE IMPROVEMENT PROJECT - DESIGN - THROUGH 3/31/26	\$ 13,936.50	pw1
387498	4/10/2026	220-2111-02	MATZKO, JAY & TERRI	UB Refund Cst #063003	\$ 130.46	finance
387591	4/10/2026	233700490	LINFIELD UNIVERSITY	LOST BOOK FEE - INTERLIBRARY LOAN	\$ 52.00	publib
387494	4/10/2026	306874	INFOSEND, INC.	MARCH 2026 PROCESSING	\$ 5,270.51	finance
387500	4/10/2026	360-299-3674-0214175	ZIPLY FIBER	OPS PHONE LINE: 3/28-4/27/26	\$ 91.15	finance
387496	4/10/2026	440-0940-00	OBULJEN, ALICE & VIEKO	UB Refund Cst #046169	\$ 371.92	finance
387553	4/10/2026	674 400 0000 7	CASCADE NATURAL GAS CORP.	STA 1: 3/11-4/9/26	\$ 310.30	medic
387537	4/10/2026	710 300 0000 5	CASCADE NATURAL GAS CORP.	OPS: 3/11-4/9/26	\$ 1,883.07	dshop
387539	4/10/2026	989 800 0000 8	CASCADE NATURAL GAS CORP.	NATURAL GAS FOR WWTP	\$ 794.72	dwwtp
387555	4/10/2026	B21045921	SHI INTERNATIONAL CORP.	BLUEBEAM SOFTWARE	\$ 197.29	infosys
387538	4/10/2026	INVU/2026/04/0103	ZUMA SALES LLC	EQUIP #8008 PURCHASE	\$ 18,513.00	dshop
387549	4/13/2026	1100007381	EUROFINS ENVIRONMENT TESTING	LAB TESTING	\$ 256.00	dwwtp
387574	4/13/2026	1200818430	HDR ENGINEERING, INC	WTP FILTER AND BACKWASH STUDY - 2/22/26-3/28/26	\$ 7,148.30	dwtp
387552	4/13/2026	169 400 0000 9	CASCADE NATURAL GAS CORP.	STA 2: 3/11-4/9/26	\$ 249.55	medic
387595	4/13/2026	2101181	LIFE ASSIST, INC	ZOLL PAPER, CATHETERS, CLEARLINKS. SPO2	\$ 1,493.07	medic
387556	4/13/2026	6560748617	VESTIS SERVICES LLC	LAUNDRY SERVICE FOR WWTP	\$ 41.94	dwwtp
387596	4/13/2026	6560748618	VESTIS SERVICES LLC	STA 1 MAT/MOP SERVICE: 4/13	\$ 20.04	medic
387540	4/13/2026	795 700 0000 4	CASCADE NATURAL GAS CORP.	CITY HALL 3/11-4/9/26	\$ 1,469.42	finance
387532	4/13/2026	8498 30 017 0319913	COMCAST	LIBRARY INTERNET ACCESS 4/9-5/8/26	\$ 185.24	finance
387642	4/13/2026	978 800 0000 1	CASCADE NATURAL GAS CORP.	STA 3: 3/12-4/10/26	\$ 199.49	medic
387535	4/13/2026	ReimbWallace	WALLACE, CARL	UNIFORM BOOTS; OFC WALLACE	\$ 260.07	apd

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
387531	4/13/2026	WATNJG2026	SIMPLIFILE, LC	ANNUAL LICENSE & SUPPORT RENEWAL	\$ 199.00	legal
387559	4/14/2026	25-215-TRN-0011	LOPEZ NURSERY & LANDSCAPING LL	RETAINAGE RELEASE	\$ 1,169.73	pw1
387561	4/14/2026	25-232-SEW-0011	VECA ELECTRIC & TECHNOLOGIES	RETAINAGE RELEASE	\$ 1,027.14	pw1
387563	4/14/2026	25-258-FAC-0011	ESARY ROOFING & SIDING CO INC	RETAINAGE RELEASE	\$ 1,691.00	pw1
387565	4/14/2026	25-261-FAC-0011	BLYTHE MECHANICAL, INC	RETAINAGE RELEASE	\$ 117.67	pw1
387567	4/14/2026	26-056-SEW-0011	TONKA GROUND WORK	RETAINAGE RELEASE	\$ 600.00	pw1
387569	4/14/2026	26-081-FAC-0011	BLYTHE MECHANICAL, INC	RETAINAGE RELEASE	\$ 234.21	pw1
387637	4/14/2026	5251	BAUMWELT PLLC	VOLUNTEER FIELD CONVERSION PROJECT - CONCEPTUAL SITE PLANNING - THROUGH 3/31/26	\$ 4,350.00	pkrec
387645	4/14/2026	INV3170656	COPIERS NORTHWEST, INC	CANON/IRC5870I/3RD FLOOR 3/11-4/10/26	\$ 153.01	finance
387649	4/15/2026	INV3171474	COPIERS NORTHWEST, INC	S/N 4HU11634 LIBRARY 3/14-4/13/26	\$ 74.10	finance
	Total				\$ 550,705.27	



City Council Agenda Bill

April 20, 2026

Action Type: Motion

Item: 5.c.

Title: Special Event: Ragnar Relay Northwest Passage

Staff Contact(s): Stephanie Snyder

Approved for Submittal to Council by:

Stephanie Snyder

John Coleman

Summary: July 10th-11th 2026: 300 teams competing in a 200-mile running relay from Blaine to Langley, WA.

Budget Impact:

0

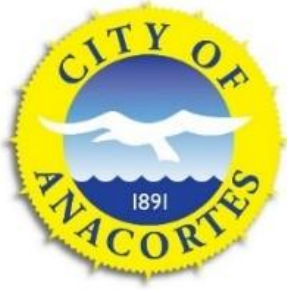
Previous Action:

Recommended Motion: Approved in 2025

Alternative Actions:

Attachments (listed in order presented):

1. Ragnar Application
2. Ragnar Anacortes Route 2026



Special Event Application Processing

Administrator adds this event to the City Council agenda, creates the agenda bill, downloads the reviewed application and any attachments using the link in the email, and uploads those attachments in CivicClerk to go into the City Council packet.

View Anacortes Municipal Code Chapter 7.04, Special Events

Application

Application Date *

3/3/2026

Event Name *

Ragnar Relay Northwest Passage 2026

Event Type

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

Applicant/Organization Name *

Ragnar Events, LLC

Mailing Address *

1580 S 500 W Suite 100, Salt Lake City, Utah 84115

Event Contact Person *

Marshall Miller

Event Contact Email *

mmiller@runragnar.com

Event Contact Phone *

9139403288

Event Website

<https://www.runragnar.com/>

Estimated Number of Participants/Attendees *

300 teams

Event Description *

200 mile running relay from Blaine, WA to Langley, WA

Will food vendors participate in this event? *

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

Yes No

Date Event Starts *

7/10/2026

Time Event Starts *

9:00:00 PM

Date Event Ends *

7/11/2026

Time Event Ends *

7:00:00 AM

Does the event require a street closure? *

Yes
 No

Parking Location

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

Bunnies by the Bay
Anacortes Middle School
LDS Chapel

Event Map (optional)

Upload one or more maps of the event

[Anacortes Route 2026.png](#) 1.83MB

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

[City of Anacortes Indemnificatio...](#) 139.57KB

Download the Indemnification Agreement [here](#).

Signage

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

Insurance

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

Electronic Signature Agreement

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

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

Yes

Signature

Marshall Miller

Admin Review

Council Meeting Date *

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

4/20/2026

Staff Review Deadline *

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

4/13/2026

Administrator comments and conditions of approval

Insurance Certificate

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

Departmental Review

Building Department will provide the following services for this event:

Building Department concerns, objections, or conditions of approval *

None

Fire Department will provide the following services for this event:

Fire Department concerns, objections, or conditions of approval *

None

Legal Department concerns, objections, or conditions of approval *

Please ensure at least \$2 million per occurrence and \$2 million aggregate coverage with city as additional insured meeting all of the City's insurance requirements. Also, please ensure they provide an approved traffic control plan that includes certified flaggers in light of the accident with injury that occurred during last year's event.

Parks Department will provide the following services for this event:

Parks Department concerns, objections, or conditions of approval *

None

Police Department will provide the following services for this event:

Police Department concerns, objections, or conditions of approval *

None

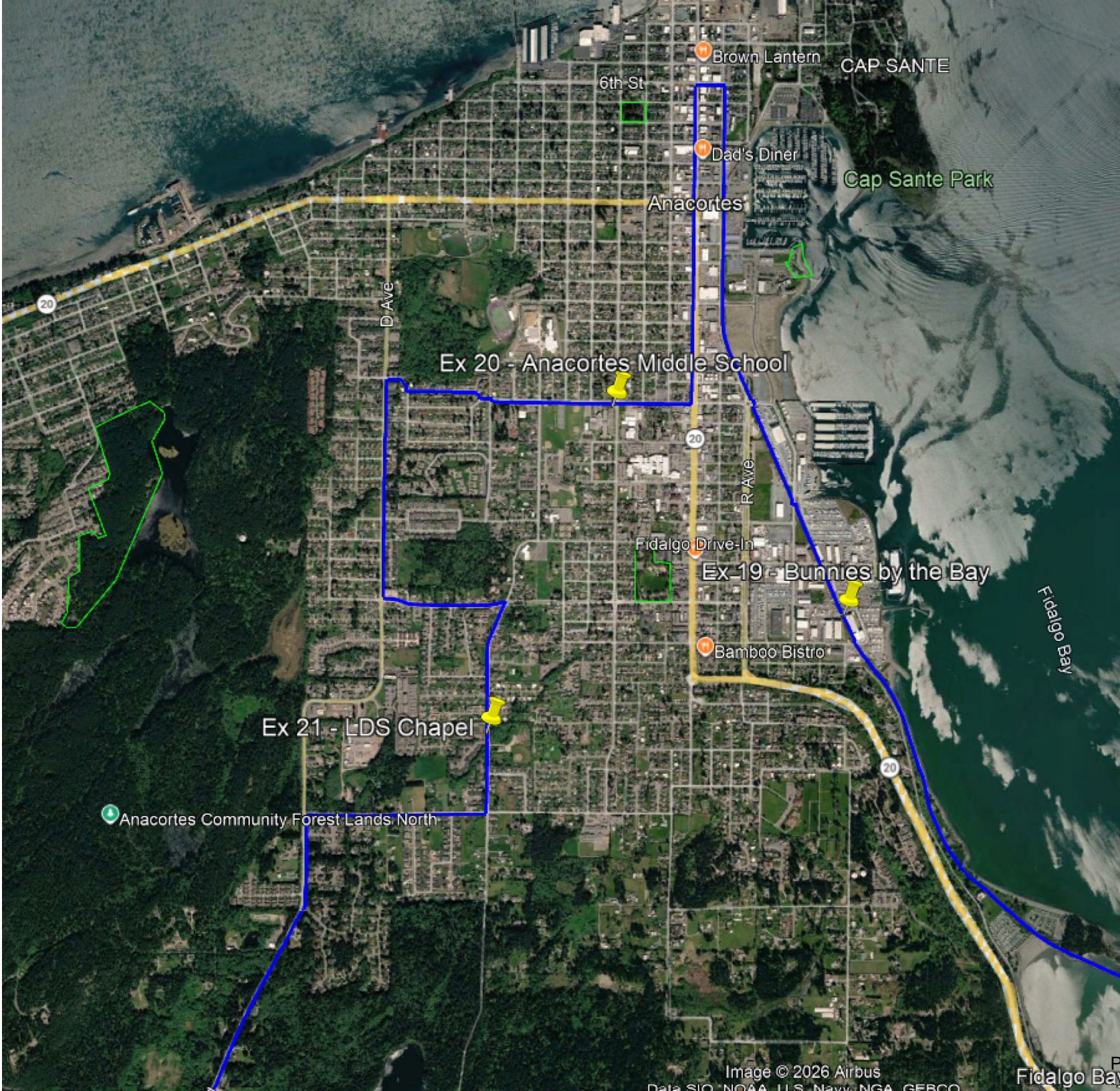
Public Works Department will provide the following services for this event:

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

None

Departmental attachments

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



6th St

Brown Lantern

CAP SANTE

Dad's Diner

Cap Sante Park

Anacortes

20

D Ave

Ex 20 - Anacortes Middle School

20

R Ave

Fidalgo Drive-In

Ex 19 - Bunnies by the Bay

Bamboo Bistro

Fidalgo Bay

Ex 21 - LDS Chapel

Anacortes Community Forest Lands North

20

Fidalgo Bay



City Council Agenda Bill

April 20, 2026

Action Type: Motion

Item: 5.d.

Title: Special Event: Samish Indian Nation Missing Murdered Indigenous People Awareness Walk

Staff Contact(s): Stephanie Snyder

Approved for Submittal to Council by:

Stephanie Snyder
John Coleman

Summary: A one-hour walk on May 9th, 2026. Sponsored by the Samish Indian Nation. This is an annual Missing and Murdered Indigenous People (MMIP) event to raise awareness and provide education on this sensitive and critically important issue. They held their first awareness walk in 2025—the first since COVID—and we are excited to continue the event in 2026. This year’s event will begin at Seafarers Memorial Park. After the main program, we will walk together carrying our MMIP awareness posters and umbrellas. Our planned route is to walk up Q Ave to 14th Street, then turn onto Commercial Ave. We may pause for up to 15 minutes at the Safeway corner before continuing to 11th Street, turning back onto Q Ave, and returning to the Educational Service District parking area. Expected participants: 50

Budget Impact:

0

Previous Action: Approved in 2025

Recommended Motion: Approve

Alternative Actions:

Attachments (listed in order presented):

1. MMIP Awareness Walk Submission 3.26.26
2. MMIP Awareness March in Downtown Anacortes Directions and Map 2026

3. Certificates of Insurance



Special Event Permit Application

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

View Anacortes Municipal Code Chapter 7.04, Special Events

Application Date *

3/26/2026

Event Name *

Samish Indian Nation Missing Murdered Indigenous
People Awareness Walk

Event Type

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

Applicant/Organization Name *

Samish Indian Nation

Mailing Address *

715 Seafarers Way, Anacortes, WA 98221

Event Contact Person *

Amanda Huff

Event Contact Email *

ahuff@samishtribe.nsn.us

Event Contact Phone *

360-298-1584

Event Website**Estimated Number of Participants/Attendees ***

50

Event Description *

Samish Indian Nation hosts an annual Missing and Murdered Indigenous People event to raise awareness and provide education on this sensitive and critically important issue. We held our first awareness walk in 2025—the first since COVID—and we are excited to continue the walk in 2026.

This year's event will begin at Seafarers Memorial Park. After the main program, we will walk together carrying our MMIP-awareness posters and umbrellas. Our planned route is to walk up Q Ave to 14th Street, then turn onto Commercial Ave. We may pause for up to 15 minutes at the Safeway corner before continuing to 11th Street, turning back onto Q Ave, and returning to the ESD parking area.

Will food vendors participate in this event? *

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

Yes No

Date Event Starts *

5/9/2026

Time Event Starts *

4:00:00 PM

Date Event Ends *

5/9/2026

Time Event Ends *

5:00:00 PM

Does the event require a street closure? *

Yes
 No

Parking Location

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

ESD parking lot which has already been coordinate for approval with ESD.

Event Map (optional)

Upload one or more maps of the event

MMIP Awareness March in Do... 424.94KB

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

Samish Indian Nation - MMIP E... 139.76KB

Download the Indemnification Agreement here.

Signage

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

Insurance

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

Electronic Signature Agreement

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

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

Yes

Signature *

Amarda Huff

MMIP Awareness March Details

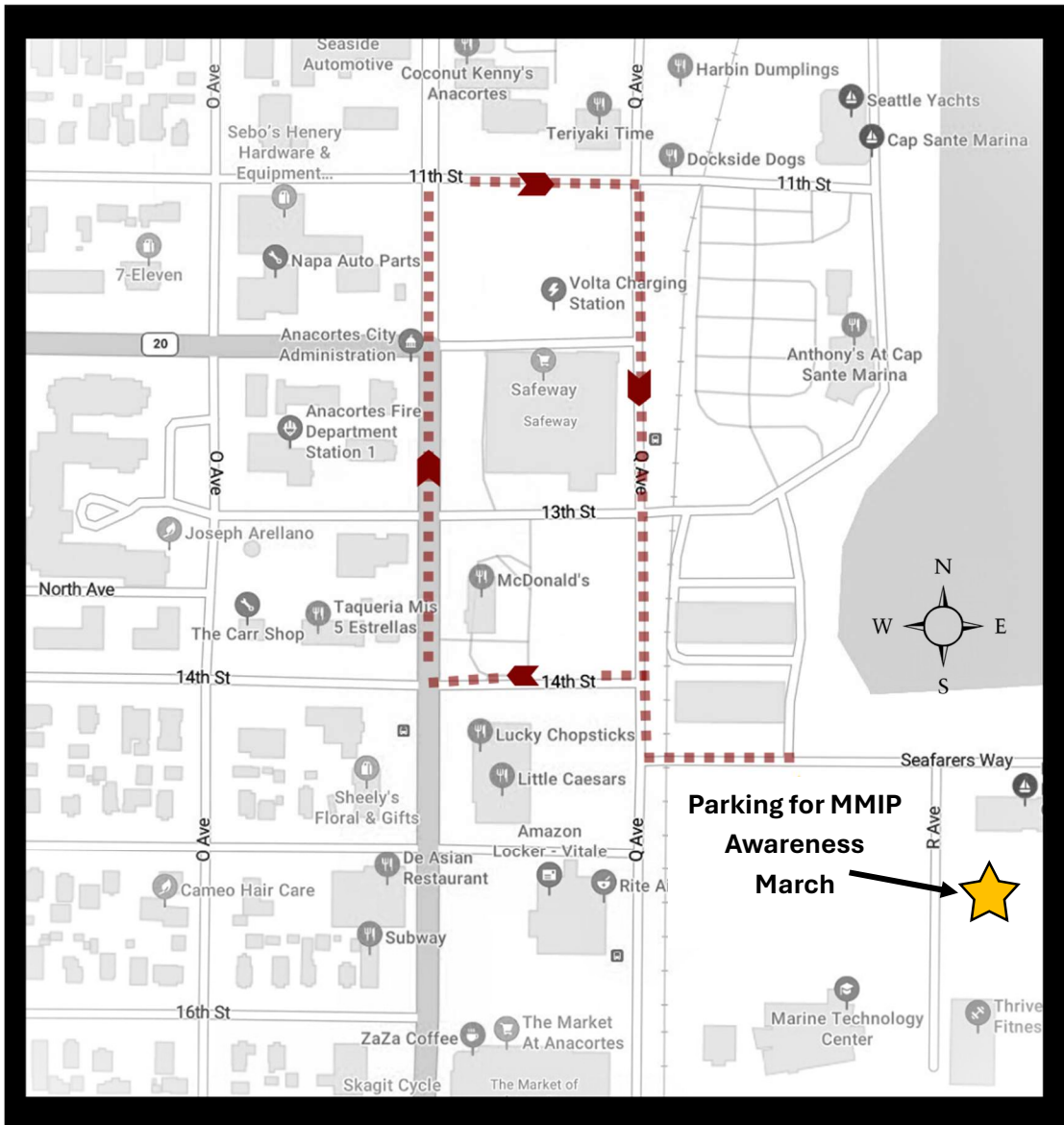
March will be in Downtown Anacortes along Commercial Ave (See the map below)

There will be parking available @ 715 Seafarers Way, Anacortes WA.

Event parking staff will be onsite to direct.

We will meet at the parking lot for pictures and to pass out MMIP posters for the march.

1. Start the March at the **R Ave Parking Lots**, walk West along **14th St** to **Commercial Ave**
2. At **Commercial Ave**, turn East and walk towards **11th St**
3. At **11th St**, turn East and walk towards **Q Ave**
4. At **Q Ave**, turn to the South and walk towards **14th St**
5. At **Seafarers Way**, turn to the East and to return to the **Parking Lots on R Ave**





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. 701 Fifth Ave Ste 550 Seattle WA 98104		CONTACT NAME: Leah Gallagher CISR, CIC PHONE (A/C, No, Ext): (206) 956-1600 FAX (A/C, No): (206) 956-9604 E-MAIL ADDRESS: Leah.Gallagher@bbrown.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hudson Insurance Company	NAIC # 25054
INSURED		INSURER B:	
Samish Indian Nation PO Box 217 Anacortes WA 98221		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 25-26 GL

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		NACL00143-20	07/01/2025	07/01/2026	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person)	\$ Excluded
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
	UMBRELLA LIAB						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> EXCESS LIAB						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						AGGREGATE	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Camp Kirby

Camp Fire Samish is an additional insured under the General Liability Policy as required by written contract with the named insured.

CERTIFICATE HOLDER**CANCELLATION**

Camp Fire Samish 1321 King Street Suite 3 Bellingham WA 98229	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/02/2025

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PRODUCER Brown & Brown Insurance Services, Inc. 701 Fifth Ave Ste 550 Seattle WA 98104		CONTACT NAME: Leah Gallagher CISR, CIC PHONE (A/C, No, Ext): (206) 956-1600 FAX (A/C, No): (206) 956-9604 E-MAIL ADDRESS: Leah.Gallagher@bbrown.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hudson Insurance Company	NAIC # 25054
INSURED Samish Indian Nation PO Box 217 Anacortes WA 98221		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 25-26 GL**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			NACL00143-20	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						BODILY INJURY (Per person) \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/02/2025

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PRODUCER Brown & Brown Insurance Services, Inc. 701 Fifth Ave Ste 550 Seattle WA 98104		CONTACT NAME: Leah Gallagher CISR, CIC PHONE (A/C, No, Ext): (206) 956-1600 E-MAIL ADDRESS: Leah.Gallagher@bbrown.com FAX (A/C, No): (206) 956-9604	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hudson Insurance Company	NAIC # 25054
INSURED			
Samish Indian Nation PO Box 217 Anacortes WA 98221		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 25-26 GL**REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			NACL00143-20	07/01/2025	07/01/2026	EACH OCCURRENCE	\$ 5,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ Excluded
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 5,000,000	
	OTHER:						GENERAL AGGREGATE	\$ 10,000,000	
							PRODUCTS - COMP/OP AGG	\$ 7,000,000	
								\$	
								\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE	\$	
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

Headstart/ELC 1618 D Street Anacortes WA 98221	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/02/2025

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. 701 Fifth Ave Ste 550 Seattle WA 98104		CONTACT NAME: Leah Gallagher CISR, CIC PHONE (A/C, No, Ext): (206) 956-1600 FAX (A/C, No): (206) 956-9604 E-MAIL ADDRESS: Leah.Gallagher@bbrown.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hudson Insurance Company	NAIC # 25054
INSURED		INSURER B:	
Samish Indian Nation		INSURER C:	
PO Box 217		INSURER D:	
Anacortes WA 98221		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 25-26 GL

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		NACL00143-20	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 5,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Skagit County, its elected officials, officers and employees are named as additional insured.

CERTIFICATE HOLDER**CANCELLATION**

Skagit County 1800 Continental Place Mount Vernon WA 98273	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/02/2025

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PRODUCER Brown & Brown Insurance Services, Inc. 701 Fifth Ave Ste 550 Seattle WA 98104		CONTACT NAME: Leah Gallagher CISR, CIC PHONE (A/C, No, Ext): (206) 956-1600 FAX (A/C, No): (206) 956-9604 E-MAIL ADDRESS: Leah.Gallagher@bbrown.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hudson Insurance Company	NAIC # 25054
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Samish Indian Nation PO Box 217 Anacortes WA 98221			

COVERAGES

CERTIFICATE NUMBER: 25-26 GL

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			NACL00143-20	07/01/2025	07/01/2026	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 5,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 10,000,000			
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 7,000,000
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE	\$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Pinnacle Bank is an additional insured as required by written contract and/or agreement with the named insured.

CERTIFICATE HOLDER**CANCELLATION**

Pinnacle Bank 2206 S. Center Street Marshalltown IA 50158	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/02/2025

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PRODUCER Brown & Brown Insurance Services, Inc. 701 Fifth Ave Ste 550 Seattle WA 98104		CONTACT NAME: Leah Gallagher CISR, CIC PHONE (A/C, No, Ext): (206) 956-1600 E-MAIL ADDRESS: Leah.Gallagher@bbrown.com		FAX (A/C, No): (206) 956-9604	
INSURED Samish Indian Nation PO Box 217 Anacortes WA 98221		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Hudson Insurance Company		25054	
		INSURER B: Berkshire Hathaway Specialty Insurance Company		22276	
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 25-26 GL,AL,WC,PROP

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		NACL00143-20	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 7,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			NACL00143-20	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductible \$ 500
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	OBH-0105274-10	07/01/2025	07/01/2026	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Property Insurance			TPIP2025(DEC43)9262	07/01/2025	07/01/2026	TIV \$38,791,944 Deductible \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*WC Coverage 3.A. Part one statutory benefits subject to a max limit of \$10,000,000 per employee, per accident.

RE: Location 1809 Commercial Avenue, Anacortes, WA 98221 Bldg Value \$914,600.

Whidbey Island Bank is an additional insured in regards to the above property as required by written contract with the named insured.

CERTIFICATE HOLDER**CANCELLATION**

Whidbey Island Bank 2202 Commercial Avenue Anacortes WA 98221255	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/02/2025

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PRODUCER Brown & Brown Insurance Services, Inc. 701 Fifth Ave Ste 550 Seattle WA 98104		CONTACT NAME: Leah Gallagher CISR, CIC PHONE (A/C, No, Ext): (206) 956-1600 E-MAIL ADDRESS: Leah.Gallagher@bbrown.com		FAX (A/C, No): (206) 956-9604	
		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Hudson Insurance Company		25054	
		INSURER B: Great American Insurance Company		16691	
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			
INSURED Samish Indian Nation PO Box 217 Anacortes WA 98221					

COVERAGES**CERTIFICATE NUMBER:** 25-26 CR, GL**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		NACL00143-20	07/01/2025	07/01/2026	EACH OCCURRENCE	\$ 5,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 250,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person)	\$ Excluded
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						PERSONAL & ADV INJURY	\$ 5,000,000
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						GENERAL AGGREGATE	\$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PRODUCTS - COMP/OP AGG	\$ 7,000,000
B	Employee Theft/Fidelity			CRP3597432-16	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							EACH OCCURRENCE	\$
							AGGREGATE	\$
							PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
							Limit	\$500,000
							Deductible	\$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Grant for Samish Indian Nation

The State of Washington, its agents, officers, and employees are included as additional insureds. Coverage is Primary & Non-Contributory as required by written contract and/or agreement with the named insured.

CERTIFICATE HOLDER**CANCELLATION**

Washington State Department of Commerce 1011 Plum Street SE Olympia WA 98504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Leah Gallagher</i>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/02/2025

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PRODUCER Brown & Brown Insurance Services, Inc. 701 Fifth Ave Ste 550 Seattle WA 98104		CONTACT NAME: Leah Gallagher CISR, CIC PHONE (A/C, No, Ext): (206) 956-1600 FAX (A/C, No): (206) 956-9604 E-MAIL ADDRESS: Leah.Gallagher@bbrown.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hudson Insurance Company	NAIC # 25054
		INSURER B: Berkshire Hathaway Specialty Insurance Company	22276
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Samish Indian Nation PO Box 217 Anacortes WA 98221			

COVERAGES**CERTIFICATE NUMBER:** 25-26 GL, PROP**REVISION NUMBER:**

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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Property Insurance			TPIP2025(DEC43)9262	07/01/2025	07/01/2026	TIV \$38,791,944

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2011 Thunder Jet Landing Craft, AHQ10263J011, 22 ft, 8.5 ft beam, \$35,000, 2010 Suzuki motor, DF175TX, gas powered, \$3000, 2011 Gateway trailer, 1GPBB2525BL401396, \$12,000.

Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

Samish Indian Nation PO BOX 217 Annacortes WA 98221	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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INSURED Samish Indian Nation PO Box 217 Anacortes WA 98221		INSURER(S) AFFORDING COVERAGE INSURER A: Hudson Insurance Company INSURER B: Berkshire Hathaway Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25054 22276

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			DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 250,000	
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 5,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 7,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Property Insurance			TPIP2025(DEC43)9262	07/01/2025	07/01/2026	TIV	\$38,791,944

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Grant for Samish Indian Nation

Evidence of Property Insurance.

CERTIFICATE HOLDER**CANCELLATION**

Washington State Department of Commerce 1011 Plum Street SE Olympia WA 98504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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INSURER(S) AFFORDING COVERAGE	
INSURER A: Hudson Insurance Company NAIC # 25054	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*WC Coverage 3.A. Part One statutory benefits subject to a max limit of \$10,000,000 per employee, per accident.
 RE: Natural Resources Department Access Through BNSF Property to complete routine water qualify sampling. Agreement #14-49830
 BNSF Railway Company is an additional insured as required by written contract and/or agreement with the named insured.

CERTIFICATE HOLDER BNSF Railway Company c/o CertFocus PO BOX 140528 Kansas City MO 64114	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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INSURED Samish Indian Nation PO Box 217 Anacortes WA 98221		INSURER(S) AFFORDING COVERAGE INSURER A: Hudson Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25054	

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	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	OBH-0105274-10	07/01/2025	07/01/2026	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*WC Coverage 3.A. Part One statutory benefits subject to a max limit of \$10,000,000 per employee, per accident.

RE: Natural Resources Department Access Through BNSF Property to complete routine water quality sampling.

Jones Lang LaSalle Brokerage, Inc. is an additional insured as required by written contract and/or agreement with the named insured.

CERTIFICATE HOLDER**CANCELLATION**Jones Lang LaSalle Brokerage, Inc. 4300 Amon Carter Blvd
Suite 100

Ft. Worth

TX 76155

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City Council Agenda Bill

April 20, 2026

Action Type: Motion

Item: 5.e.

Title: Special Event: Pride Parade

Staff Contact(s): Stephanie Snyder

Approved for Submittal to Council by:

Stephanie Snyder

John Coleman

Summary: Previously approved by council for the June 21st, 2026 date, this application reflects an event time change. No longer to be held in the morning hours, as requested by some local churches, the organization is honoring those requests by moving the event to the afternoon to allow church attendees to complete their Sunday morning before road closure begins at noon and the event begins at 1:00pm and ends at 4:00pm. This event is held on a Sunday, which is also Fathers Day.

Budget Impact:

0

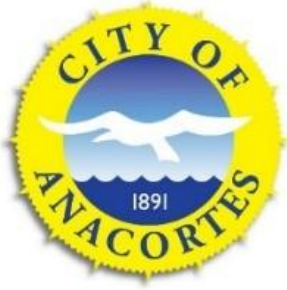
Previous Action: Approved for this date by council earlier this year, this will amend the time of the event.

Recommended Motion: Approve

Alternative Actions:

Attachments (listed in order presented):

1. Prepare City Council Packet _ Pride_4.20.2026
2. Map created for Pride 2026 (Crossing Q to Depot)



Special Event Application Processing

Administrator adds this event to the City Council agenda, creates the agenda bill, downloads the reviewed application and any attachments using the link in the email, and uploads those attachments in CivicClerk to go into the City Council packet.

View Anacortes Municipal Code Chapter 7.04, Special Events

Application

Application Date *

4/1/2026

Event Name *

Anacortes Pride Parade & Event

Event Type

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

Applicant/Organization Name *

Anacortes Pride

Mailing Address *

PO Box 2021, Anacortes, WA. 98221

Event Contact Person *

Mason Cole

Event Contact Email *

mcole@anacortespride.org

Event Contact Phone *

3604209392

Event Website

anacortespride.org

Estimated Number of Participants/Attendees *

1000

Event Description *

Anacortes Pride was founded in the summer of 2021 when a group of like-minded folks got together on Facebook and decided to enter a pride float in the Anacortes 4th of July parade. Over 100 community members participated and, while the reception wasn't 100% positive, much of the city welcomed the new Pride group with cheers and support. Over the following months, Anacortes Pride began to hold its own events and formed a board and an official non-profit entity. Anacortes Pride seeks to involve local businesses, other community organizations, and local government in celebrating and advocating for the LGBTQIA+ community. We are working to make Anacortes Pride an integral and always-visible part of our beautiful community. Anacortes Pride welcomes all members of the LGBTQIA+ community and our allies. Our Mission is to celebrate and bring together the LGBTQIA+ community in Anacortes, bringing awareness to the need for diversity and inclusion in all forms, in support of liberation for all.

Will food vendors participate in this event? *

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

Yes No

Date Event Starts *

6/21/2026

Time Event Starts *

1:00:00 PM

Date Event Ends *

6/21/2026

Time Event Ends *

4:00:00 PM

Does the event require a street closure? *

Yes
 No

Date Street Closure Starts *

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

6/21/2026

Time Street Closure Starts *

12:00:00 PM

Date Street Closure Ends *

6/21/2026

Time Street Closure Ends *

2:00:00 PM

Event Location *

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

Parade groups waiting in line going north on O Ave between 7th and 3rd St.

Parade groups waiting in line going east on 3rd St between O Ave and Commercial.

Parade route begins going south on Commercial between 3rd St and 9th St. Active Procession turns east on 9th St and 2 certified flaggers will stop north and sound traffic to cross the parade, in sections if necessary, to allow the safe crossing of parade participants and viewers to cross Q Ave at 9th. At east side of Q parade procession continues east on 9th, turns north at R Ave. The event will commence at the Arts Depot Building and courtyard.

Parking Location

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

N/A

Event Map (optional)

Upload one or more maps of the event

[Map created for Pride 2026 \(Cr...](#) 174.33KB

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

[Anacortes Pride 2026 indemnifi...](#) 182.62KB

Download the Indemnification Agreement here.**Signage**

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

Insurance

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

Electronic Signature Agreement

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

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

Yes

Signature



Admin Review

Council Meeting Date *

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

4/20/2026

Staff Review Deadline *

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

4/13/2026

Administrator comments and conditions of approval

This event had been approved by Council on 2/17/2026 consent agenda, the organization is requesting a time change to later in the same day to accommodate requests by several local churches, so the parade begins after church attendees have finished up. The event is held on a Sunday, also Fathers Day. The time will be moved to begin at 1pm. Traffic plan attached as map.

Insurance Certificate

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

Departmental Review

Building Department will provide the following services for this event:

Building Department concerns, objections, or conditions of approval *

None

Fire Department will provide the following services for this event:

Fire Department concerns, objections, or conditions of approval *

None

Legal Department concerns, objections, or conditions of approval *

Please ensure all insurance requirements are met and ensure they have an approved traffic control plan with certified flaggers.

Parks Department will provide the following services for this event:

Parks Department concerns, objections, or conditions of approval *

None

Police Department will provide the following services for this event:

regular police patrols

Police Department concerns, objections, or conditions of approval *

None

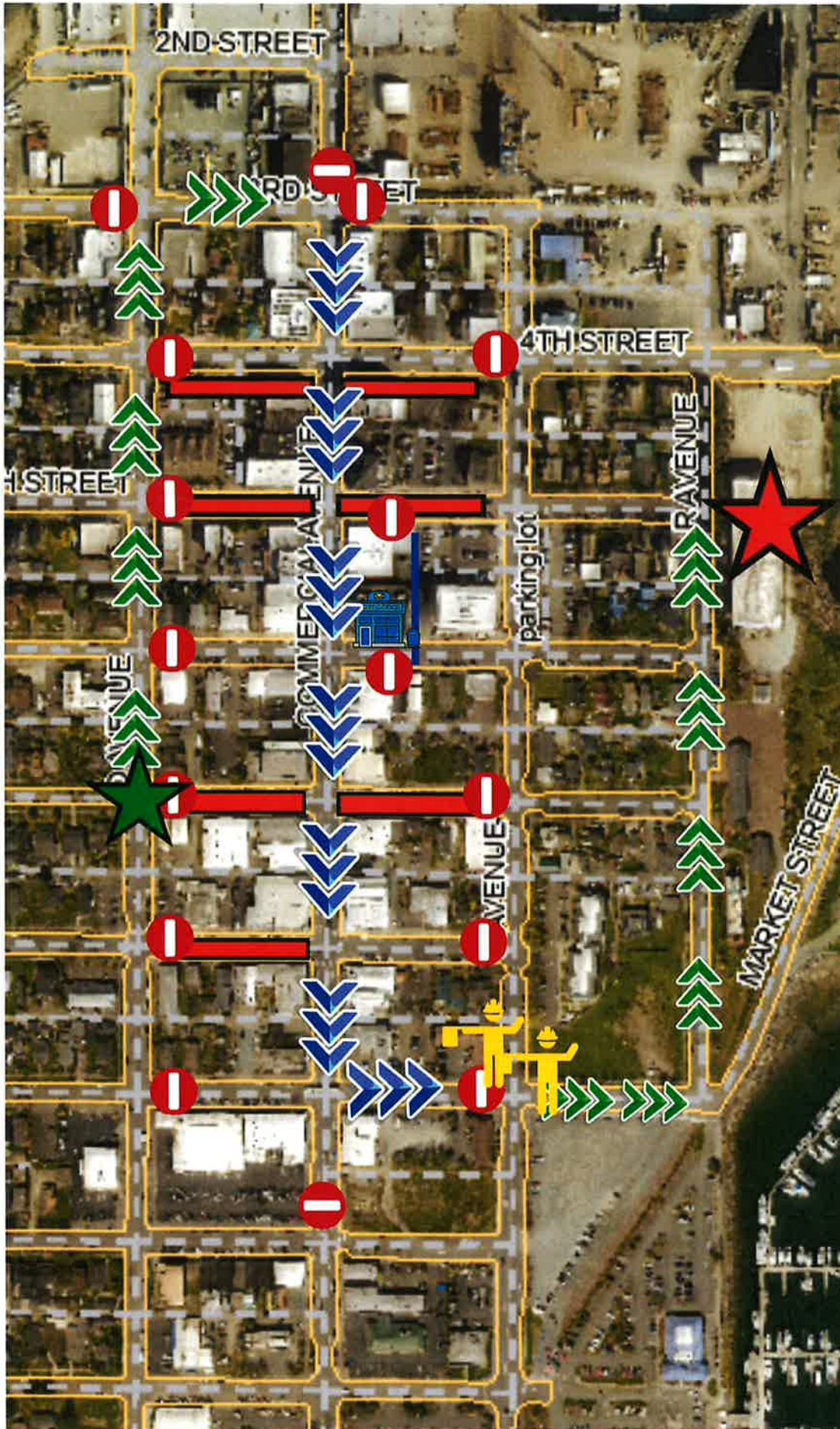
Public Works Department will provide the following services for this event:

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

None

Departmental attachments

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



Emergency AFD
Lanes remain clear
at all times
NO TENTS
NO TABLES



Road Closure
Barricades



USPS Ingress/Egress
remain clear



Certified Flaggers



Start Point



Procession Setup
or disbanding



Active procession



Post Parade
Destination





City Council Agenda Bill

April 20, 2026

Action Type: Motion

Item: 5.f.

Title: 2 Special Events: Anacortes Farmers Market Multi-Month - Bier Near the Pier: Single Day October 3rd

Staff Contact(s): Stephanie Snyder

Approved for Submittal to Council by:

Stephanie Snyder
John Coleman

Summary: The Weekly Farmers Market is held on Saturdays from 9:00am-4:00pm from May-Oct, 2026 and the Saturday after Thanksgiving in November. Additional Add on is the Bier Near the Pier concurrent event extension down to 5th St., on October 3rd, 2026, one day only (see included Map) BNP uses part of the plaza that AFM is typically set up in, for one event, so the extension allows for us to still have a market, while they use our usual space for that day. The Bier Near the Pier event is not affiliated with, or run by AFM; It is sponsored by the Anacortes Chamber of Commerce. This application reflects both events for same use of space agreed upon by sponsors.

Budget Impact:

Two Events:

1. Farmers Market \$7,500 LTAC
2. Bier Near the Pier \$22,000 LTAC

Previous Action: Approved 2025

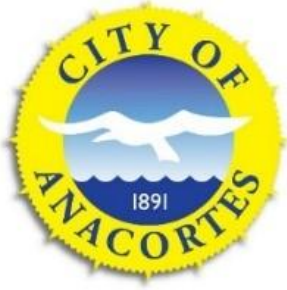
Recommended Motion: Approve

Alternative Actions:

Attachments (listed in order presented):

1. AFM BNP 2026

2. afm map
3. BNP Map 2026



Special Event Application Processing

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

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

Application

Application Date *

3/19/2026

Event Name *

Anacortes Farmers Market

Event Type

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

Applicant/Organization Name *

Anacortes Farmers Market

Mailing Address *

PO Box 292 Anacortes WA 98221

Event Contact Person *

Piper McCullough

Event Contact Email *

info@anacortesfarmersmarket.org

Event Contact Phone *

3609828092

Event Website

anacortesfarmersmarket.org

Estimated Number of Participants/Attendees *

75000

Event Description *

Weekly Farmers Market May-Oct, and Saturday after Thanksgiving in November
Plus Bier Near the Pier concurrent event extension down to 5th St., on October 3rd, 2026 only (see included Map)
(BNP uses part of the plaza that we typically set up in, for this one event, so the extension allows for us to still have a Market, while they use out usual space for the day. This event is not affiliated with/run by AFM, it is hosted through the Anacortes Chamber of Commerce)

Will food vendors participate in this event? *

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

Yes No

Date Event Starts *

5/2/2026

Time Event Starts *

9:00:00 AM

Date Event Ends *

11/21/2026

Time Event Ends *

4:00:00 PM

Does the event require a street closure? *

Yes
 No

Date Street Closure Starts *

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

5/2/2026

Time Street Closure Starts *

6:00:00 AM

Date Street Closure Ends *

11/21/2026

Time Street Closure Ends *

5:00:00 PM

Event Location *

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

The Depot Art Center @ 611 R Ave Anacortes WA 98221

Parking Location

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

in the parking lot behind the Depot, along Market Street, in the spaces at the end of 6th and R, or in the parking located in front of the Depot

Event Map (optional)

Upload one or more maps of the event

[AFM Main Season Weekly Stre...](#) 6.36MB

[2026 Bier Near the Pier-AFM S...](#) 2.7MB

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

[2026 COA Indemnification Agre...](#) 98.77KB

Download the Indemnification Agreement [here](#).

Signage

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

Insurance

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

Electronic Signature Agreement

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

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

Yes

Signature

Piper McCullough

Admin Review

Council Meeting Date *

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

4/6/2026

Staff Review Deadline *

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

3/30/2026

Administrator comments and conditions of approval

Two maps- one for farmers market and the other for the Bier on the Pier Weekend in October. Insurance Policy attached.

Insurance Certificate

[AFM City of Anacortes COI.3-18-26.pdf](#)

225.52KB

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

Departmental Review

Building Department will provide the following services for this event:

Building Department concerns, objections, or conditions of approval *

None

Fire Department will provide the following services for this event:

Fire Department concerns, objections, or conditions of approval *

None

Legal Department concerns, objections, or conditions of approval *

None

Parks Department will provide the following services for this event:

Parks Department concerns, objections, or conditions of approval *

None

Police Department will provide the following services for this event:

Police Department concerns, objections, or conditions of approval *

None

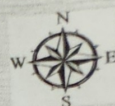
Public Works Department will provide the following services for this event:

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

None

Departmental attachments

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



R Ave

6th St

ADA Parking



Barricade

Road Closed for Market

Barricade

7th St

R Ave

0 30 60 Feet



Farmers Market Road Closure

Cultural Center



R Ave

h St

AFM

Oct 4th

Bier
Near the
Pier



Anacortes
Farmers Market



COMPASS Anacortes
- The 'Groesbeck...



City Council Agenda Bill

April 20, 2026

Action Type: Motion

Item: 5.g.

Title: Special Event: Anacortes Bloom Run

Staff Contact(s): Stephanie Snyder

Approved for Submittal to Council by:

Stephanie Snyder

John Coleman

Summary: FIRST TIME ANNUAL EVENT: On May 16th, 2025, a spring-themed 5K sponsored by the Anacortes Christian School, the same organization that hosts the well-attended "Turkey Trot" on Thanksgiving Day each fall. This will be a shoulder season event, similar to the fall event and following the same trail. The Turkey Trot 2025 had approximately 400 people registered. The organization hopes to see the same success with this new annual spring event, hoping to be hosted around Mother's Day approximately each year.

Budget Impact:

0

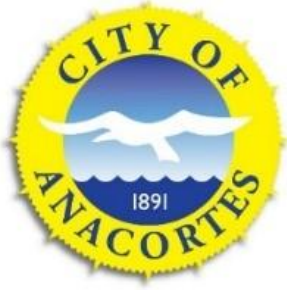
Previous Action: None, first time event.

Recommended Motion: Approve.

Alternative Actions:

Attachments (listed in order presented):

1. Bloom Run CC Packet
2. Bloom Run Map



Special Event Application Processing

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

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

Application

Application Date *

3/25/2026

Event Name *

Anacortes Bloom Run

Event Type

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

Applicant/Organization Name *

Anacortes Christian School

Mailing Address *

2016 C Ave, Anacortes, WA 98221

Event Contact Person *

David Rodriguez

Event Contact Email *

david@anacorteschristianschool.org

Event Contact Phone *

3607081652

Event Website

<https://www.anacorteschristianschool.org/bloom-run>

Estimated Number of Participants/Attendees *

200

Event Description *

A fun spring themed 5k run along the tommy thompson trail, meeting near the 34th and V Place intersection.

Will food vendors participate in this event? *

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

Yes No

Date Event Starts *

5/16/2026

Time Event Starts *

7:00:00 AM

Date Event Ends *

5/16/2026

Time Event Ends *

11:00:00 AM

Does the event require a street closure? *

Yes
 No

Parking Location

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

Street parking around the area.

Event Map (optional)

Upload one or more maps of the event

[Bloom Run Race Map.png](#) 233.76KB

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

[bloom run indemnification form....](#) 138.67KB

Download the Indemnification Agreement here.

Signage

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

Insurance

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

Electronic Signature Agreement

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

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

Yes

Signature

David Rodriguez

Admin Review

Council Meeting Date *

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

4/13/2026

Staff Review Deadline *

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

4/6/2026

Administrator comments and conditions of approval

Insurance Certificate

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

Departmental Review

Building Department will provide the following services for this event:

Building Department concerns, objections, or conditions of approval *

None

Fire Department will provide the following services for this event:

Fire Department concerns, objections, or conditions of approval *

None

Legal Department concerns, objections, or conditions of approval *

None

Parks Department will provide the following services for this event:

Parks Department concerns, objections, or conditions of approval *

None

Police Department will provide the following services for this event:

Police Department concerns, objections, or conditions of approval *

None

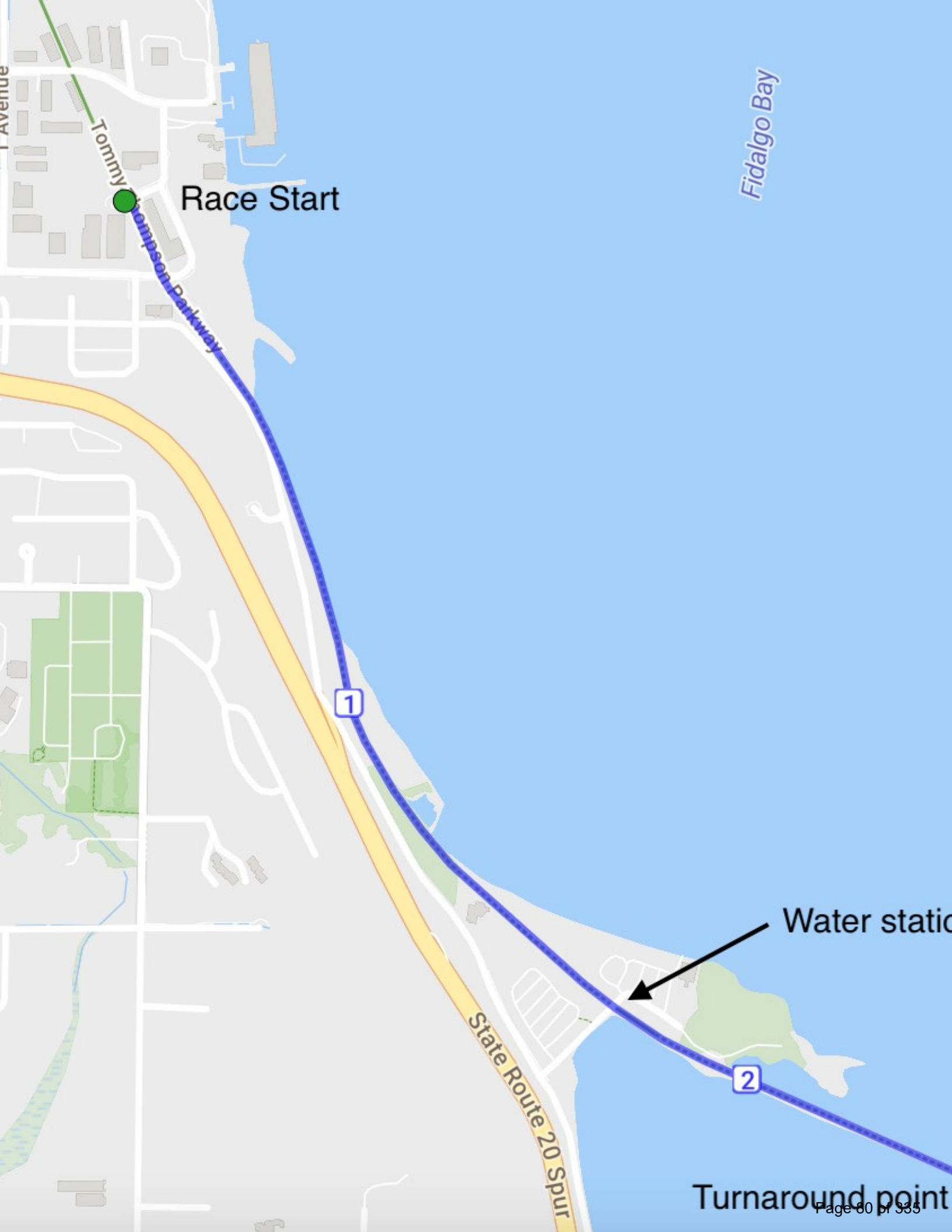
Public Works Department will provide the following services for this event:

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

None

Departmental attachments

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



Avenue

Tommy

Race Start

Tompson Parkway

Fidalgo Bay

1

Water station

State Route 20 Spur

2

Turnaround point



City Council Agenda Bill

April 20, 2026

Action Type: Motion

Item: 5.h.

Title: Special Event: Kiwanis Club of Anacortes 100-Year Anniversary

Staff Contact(s): Stephanie Snyder

Approved for Submittal to Council by:

Stephanie Snyder

John Coleman

Summary: A one-block street closure on May 14th, 2026 location: O Ave between 4th & 5th Streets for two hours to have a small block party and BBQ to celebrate Kiwanis' 100-year Anniversary.

Budget Impact:

0

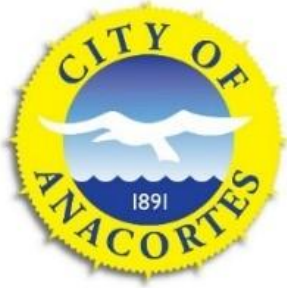
Previous Action: First time event

Recommended Motion: Approve

Alternative Actions:

Attachments (listed in order presented):

1. Kiwanis Centennial CC Packet
2. map and indem



Special Event Application Processing

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

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

Application

Application Date *

3/2/2026

Event Name *

Kiwanis Club of Anacortes 100 Year Anniversary

Event Type

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

Applicant/Organization Name *

Kiwanis Club of Anacortes

Mailing Address *

420 O Ave

Event Contact Person *

Bert Clay

Event Contact Email *

bert@bertclay.us

Event Contact Phone *

360-202-5430

Event Website

anacorteskiwanis.org

Estimated Number of Participants/Attendees *

150-175

Event Description *

Street closure between 4th and 5th Ave on O Ave. 1:00-6:00PM May 14, 2026

Will food vendors participate in this event? *

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

Yes No

Date Event Starts *

5/14/2026

Time Event Starts *

3:00:00 PM

Date Event Ends *

5/14/2026

Time Event Ends *

5:00:00 PM

Does the event require a street closure? *

Yes
 No

Date Street Closure Starts *

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

5/14/2026

Time Street Closure Starts *

1:00:00 PM

Date Street Closure Ends *

5/14/2026

Time Street Closure Ends *

6:00:00 PM

Event Location *

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

Street closure between 4th and 5th Ave on O Ave. 1:00-6:00PM May 14, 2026

Parking Location

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

Street parking outside of street closure of O Ave.

Event Map (optional)

Upload one or more maps of the event

[SKM_C450i26030123220.pdf](#) 135.52KB

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

[SKM_C450i26030123220.pdf](#) 135.52KB

Download the Indemnification Agreement [here](#).

Signage

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

Insurance

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

Electronic Signature Agreement

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

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

Yes

Signature

Bert Clay

Admin Review

Council Meeting Date *

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

4/20/2026

Staff Review Deadline *

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

4/13/2026

Administrator comments and conditions of approval

One block street closure on a Thursday afternoon on O Ave.

Insurance Certificate

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

Departmental Review

Building Department will provide the following services for this event:

Building Department concerns, objections, or conditions of approval *

None

Fire Department will provide the following services for this event:

Fire Department concerns, objections, or conditions of approval *

None

Legal Department concerns, objections, or conditions of approval *

None

Parks Department will provide the following services for this event:

Parks Department concerns, objections, or conditions of approval *

None

Police Department will provide the following services for this event:

Police Department concerns, objections, or conditions of approval *

None

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

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

None

Departmental attachments

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



SPECIAL EVENT INDEMNIFICATION AGREEMENT

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

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

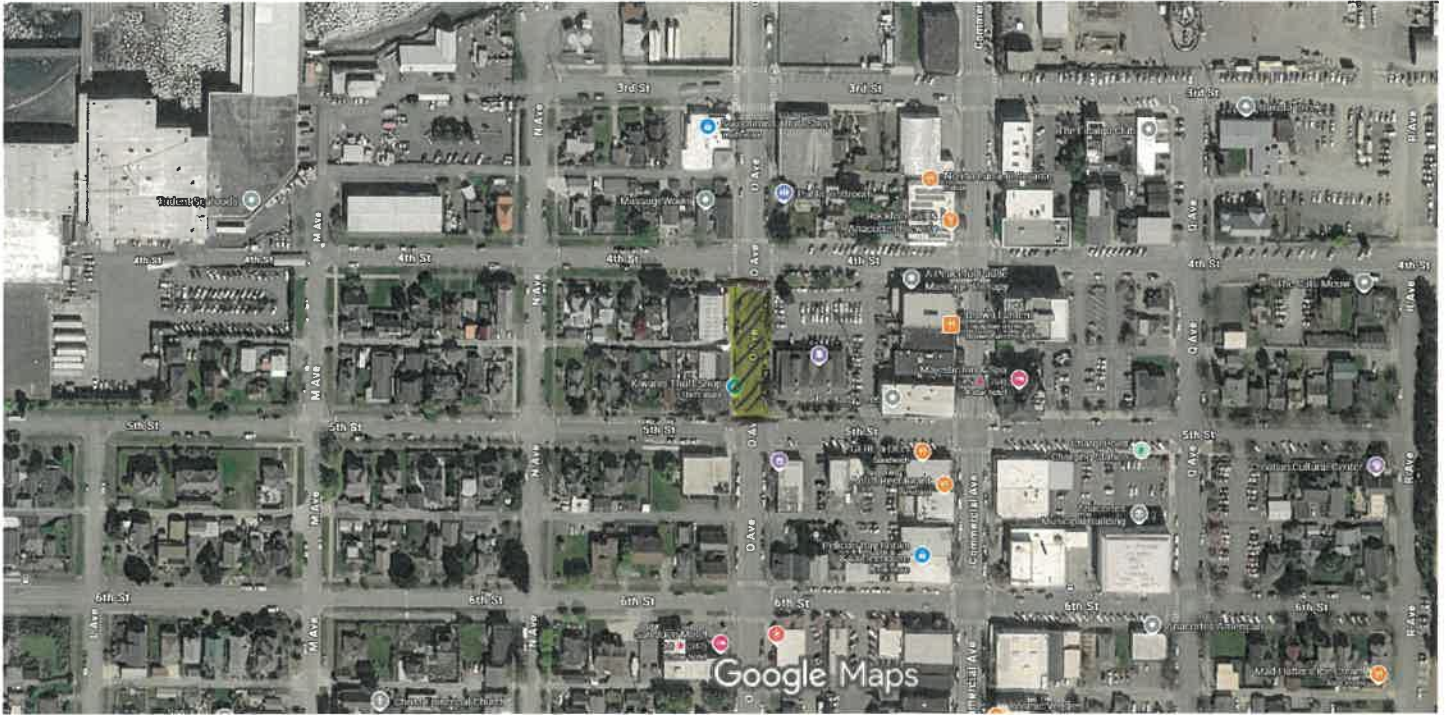
Date: 3-2-26

BERT CLAY - PAST PRESIDENT
Name and Title - Printed

Bert Clay
Signature

Douglas Erlandson
Name and Title - Printed President

Douglas W. Erlandson
Signature



Imagery ©2026 , Map data ©2026 Google 100 ft



City Council Agenda Bill

April 20, 2026

Action Type: Ordinance

Item: 6.a.

Title: Ordinance 5026: Prohibiting the Feeding of Wild Animals

Staff Contact(s): Darcy Swetnam

Approved for Submittal to Council by:

Greg Francioch
Darcy Swetnam
Steve Hogle

Summary: This ordinance would add Chapter 6.15 to the AMC, which would prohibit feeding wild animals within the City. Violations of the chapter would be a class 4 civil infraction and a repeated violation would be a class 3 civil infraction. The prohibition would not apply to bird feeders, including hummingbird feeders, but would include feeding animals like deer, raccoons, pigeons, squirrels and seagulls.

Budget Impact:

NA

Previous Action: First read at the [April 6, 2026](#), regular meeting.

Recommended Motion: Adopt Ordinance 5026, creating Chapter 6.15 prohibiting feeding wild animals.

Alternative Actions: Decline to adopt

Attachments (listed in order presented):

1. 260420 - Ord 5026 - Prohibiting Feeding Wild Animals
2. Public Comment - Dave & Kay Smith - Ordinance 5026
3. Public Comment - Ginger Decker - Ord 5026
4. Public Comment - Tracie Hornung - Ord 5026
5. Public Comment - Deb and Dan Call - Ord 5026
6. Public Comment - Miranda Eisen - Ord 5026

7. Public Comment - Dick Mathes - Ord 5026
8. 260420 - Ord 5026 Presentation

Ordinance 5026

An Ordinance Prohibiting the Feeding of Wild Animals

Whereas feeding wild animals leads to public health concerns and increases the chance of disease transmission to people and wildlife;

Whereas human food is not healthy for wild animals as they have specialized diets and can become malnourished or die if fed the wrong foods;

Whereas wild animals with regular access to humans often lose their fear of people and can become aggressive;

Whereas deer that become accustomed to being fed may be exposed to traffic and death by car;

Now, therefore, the City Council does ordain as follows:

Section 1. The Anacortes Municipal Code is amended as shown in Exhibit A.

Section 2. Authority to Make Necessary Corrections. The City Clerk and the codifier of this Ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's clerical errors, references, ordinance numbers, section/subsection numbers and any references thereto.

Section 3. Severability. The various parts, sections, and clauses of this ordinance are hereby declared to be severable. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision must not affect the validity of the remaining parts of this ordinance.

Section 4. Consistent with RCW 35A.12.130, this ordinance takes effect five days after passage, approval, and publication.

ADOPTED by the City Council of the City of Anacortes this ___ day of _____, 2026.

CITY OF ANACORTES:

Ryan Walters, Mayor

Attest:

Steve Hogle, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

Exhibit A

Chapter 6.15 Feeding of Wild Animals

6.15.010 Applicability

- A. This chapter applies to all property, public or private, within the corporate limits of the city.
- B. This chapter does not apply to an animal control officer, veterinarian, peace officer, City employee, federal or state wildlife official, or property owner who is authorized by a local, state, or federal government to treat, manage, capture, trap, hunt, or remove wild animals and who is acting within the scope of the person's authority.
- C. This chapter does not apply to food that may derive from landscaping or gardening elements including shrubs, live crops, plants, flowers, vegetation, gardens, trees, and fruit or nuts that have fallen on the ground from trees.

6.15.020 Definitions

"Food" means a nourishing substance that is eaten or otherwise taken into the body of an organism to sustain life, provide energy, or promote growth, and includes substances containing mineral nutrients, such as salt.

"Wild animal" includes any animal or bird other than domestic dog, domestic cat, or another domesticated animal lawfully owned and maintained within the city, and includes all deer, squirrels, racoons, seagulls, and pigeons.

6.15.030 Prohibition

- A. It is unlawful to intentionally feed any wild animal, or to intentionally make food available for consumption by a wild animal.
- B. A person is presumed to violate this section if the person leaves food on the ground outdoors or in any outdoor area reachable by a wild animal.
- C. Provision of bird food in a bird feeder, or liquid food in a hummingbird feeder, is not a violation of this section.

6.15.040 Penalty

- A. A violation of this section is a class 4 civil infraction per Chapter 7.80 RCW.
- B. A second or subsequent violation of this section within a year is a class 3 civil infraction per Chapter 7.80 RCW.

From: [Dave Smith](#)
To: [CityClerk](#)
Subject: Ordinance 5026: Prohibiting the Feeding of Wild Animals
Date: Friday, April 10, 2026 2:19:36 PM
Attachments: [B'ham's ORDINANCE PROHIBITING THE FEEDING OF DEER.pdf](#)
[WFWD deer feeding brochure.pdf](#)

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

The deer population has increased significantly over the past several years as well as the number of new residents. Based on this and my observations while biking and walking I have also seen more folks feeding deer throughout our community. Having lived here for 22 years, I have also noticed an unscientific correlation of increased deer population with an increase in smaller, unhealthy looking fawns and an increase in residential landscape damages.

There exists volumes of information on harmful effects of people feeding deer and other wildlife from Federal and State agencies as well as biologists and wildlife organizations. But as with individuals in our neighborhood they seem to ignore this scientific information and the request by several neighbors to stop feeding them. At one specific feed lot, I have seen some type of small rodents around the serving bowls which could certainly expand to larger wildlife like raccoons and opossums. The more instances of people feeding deer and making them dependent on an unnatural food source can result in aggressive tendencies and increase negative consequences for humans and their pets.

Because of this increasing problem I would strongly suggest for the City Council to consider approving a No Feeding deer ordinance similar to one adopted by City of Bellingham in 2017. I have attached a copy of that ordinance and a WFWD "Feeding Deer in Urban Areas...Is it Harmful" pamphlet. Bellingham's Ordinance contains a penalty fine of not to exceed \$250.00 and if Anacortes were to adopt a similar ordinance, I would suggest raising this fine to \$300.00 with a repeat offender fine of \$600.00 as a strong incentive for those who ignore the scientific information to stop feeding the deer and to be considerate of their neighbors.

The WFWD approved a no feeding wildlife regulation effective on May 17, 2025. How will the proposed Anacortes ordinance interact with the State regulation regarding enforcement and penalties?

Dave and Kay Smith
5014 Macbeth Dr.
Anacortes

ORDINANCE NO. 2017-10-024

AN ORDINANCE PROHIBITING THE FEEDING OF DEER AND RACCOONS WITHIN THE CITY OF BELLINGHAM.

WHEREAS, Research indicates that many species of wildlife are highly adaptable to urban environments, and their populations are increasing in urban and suburban areas in North America and Europe; and

WHEREAS, Urban landscapes with abundant open space and low-lying vegetation can result in populations of deer in higher concentration than would be the case in mature forests, where food is more scarce; and

WHEREAS, Other mammals, such as raccoons, also thrive in urban environments, where they can become nuisances and spread disease; and

WHEREAS, The feeding of wild mammals by humans worsens problems created by already unnaturally high numbers of certain species. By further increasing and concentrating populations, feeding can hasten the spread of disease among animals, and increase human-animal conflicts; and

WHEREAS, Wild mammals can become habituated to humans when regularly fed and as a result may become more dangerous and territorial; and

WHEREAS, Intentional feeding of deer by humans can contribute to their unnatural concentration, contributing to deaths of animals in traffic, destruction of gardens, and more dangerous human-animal conflicts; and

WHEREAS, The Bellingham City Council has received a number of complaints from constituents attributing negative events to highly concentrated animal populations resulting from intentional feeding, including cases of deer charging at dogs and cats, and increased vehicle collisions with deer; and

WHEREAS, Wildlife experts indicate that there is no benefit to wild mammals from receiving an unnatural diet, and in some cases it can lead to health problems for the animals, and even death, especially for deer.

NOW THEREFORE, THE CITY OF BELLINGHAM DOES ORDAIN:

SECTION 1. The following section shall be added to Chapter 7.12:

City of Bellingham
City Attorney
210 Lottie Street
Bellingham, Washington 98225
360-778-8270

7.12.130 Feeding of deer and raccoons prohibited.

- A. "Food" defined. In this section "food" means a nourishing substance that is eaten or otherwise taken into the body of an organism to sustain life, provide energy, or promote growth. "Food" also includes substances containing mineral nutrients, such as salt.
- B. Except as provided in subsection (D) below, a person commits an offense if the person intentionally feeds deer or raccoons, or makes food available for consumption by said animals on private or public property within the territorial limits of the city.
- C. A person shall be presumed to have intentionally fed deer or raccoons, or made food available for their consumption, if the person places food, or causes food to be placed, on the ground outdoors or in any outdoor area reachable by these animals.
- D. This section does not apply to an animal control officer, veterinarian, peace officer, City employee, federal or state wildlife official, or property owner who is authorized by a local, state, or federal government to treat, manage, capture, trap, hunt, or remove wild animals and who is acting within the scope of the person's authority.
- E. This ordinance does not apply to food that may derive from landscaping or gardening elements including shrubs, live crops, plants, flowers, vegetation, gardens, trees, and fruit or nuts that have fallen on the ground from trees.
- F. The feeding of deer or raccoons does not include a person placing food on a public or private property for the purpose of feeding domestic livestock, pets, or wild birds.
- G. The City shall identify and distribute materials to educate the community about the dangers to people and animals resulting from overpopulation of deer and raccoons in urban and suburban areas, and the contribution of feeding such animals to this overpopulation.
- H. Penalties. Any person violating any provision of this section shall be guilty of an infraction and shall be punished by a fine not to exceed \$250.00.

City of Bellingham
City Attorney
210 Lottie Street
Bellingham, Washington 98225
360-778-8270

SECTION 2. The following code sections shall be renumbered as follows:

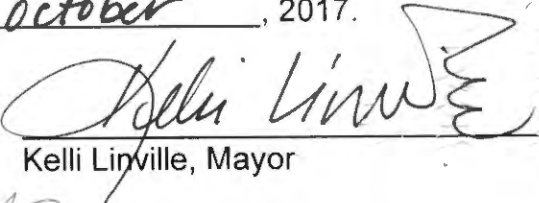
7.12.130140 Infractions – Penalty.

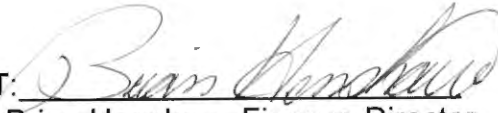
7.12.140150 Misdemeanors – Penalty.

PASSED by the Council this 23rd day of October, 2017.

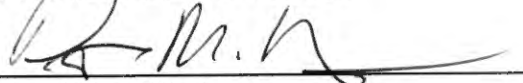

Michael Lilliquist, Council President

APPROVED by me this 30th day of October, 2017.


Kelli Linville, Mayor

ATTEST: 
Brian Henshaw, Finance Director

APPROVED AS TO FORM:


Office of the City Attorney

Published:

October 27, 2017

City of Bellingham
City Attorney
210 Lottie Street
Bellingham, Washington 98225
360-778-8270

WDFW Regional Office Contacts

Region 1 Office

2315 North Discovery Place
Spokane Valley, WA 99216-1566
Telephone: (509) 892-1001
Fax: (509) 921-2440

Region 2 Office

1550 Alder Street NW
Ephrata, WA 98823-9699
Telephone: (509) 754-4624
Fax: (509) 754-5257

Region 3 Office

1701 South 24th Avenue
Yakima, WA 98902-5720
Telephone (509) 575-2740
Fax (509) 575-2474

Region 4 Office

16018 Mill Creek Boulevard
Mill Creek, WA 98012-1541
Telephone (425) 775-1311
Fax (425) 338-1066

Region 5 Office

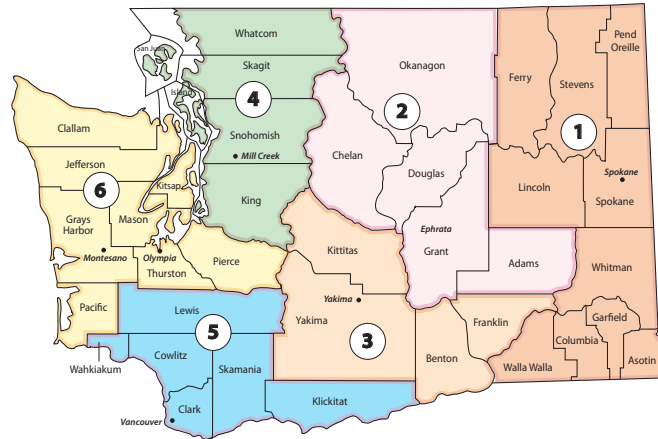
5525 S 11th Street
Ridgefield, WA 98642
Telephone (360) 696-6211
Fax (360) 906-6776

Region 6 Office

48 Devonshire Road
Montesano, WA 98563
Telephone (360) 249-4628
Fax (360) 249-1229

HQ (Olympia)

Natural Resources Building
1111 Washington St. SE
Olympia, WA 98501
Telephone (360) 902-2515
Fax (360) 902-2162



For more information on
feeding wildlife, see WDFW's website at
wdfw.wa.gov/species-habitats/living/wildlife-feeding

The items in this publication are subject to change.
Please contact your local WDFW representative
for the most current version.



To request this information in an alternative format,
please call 360-902-2349 or 360-902-2207 (TDD), or submit
a request through the WDFW website at:
wdfw.wa.gov/accessibility/requests-accommodation

Washington Department of Fish and Wildlife

Headquarters, 1111 Washington Street SE
Olympia, Washington 98501

wdfw.wa.gov

MAY 2021

Feeding Deer in Urban and Suburban Areas... Is it Harmful?



Impacts of feeding deer in urban and suburban areas

Many well-meaning Washington residents in urban and suburban areas enjoy feeding deer in their yards, especially during winter months. Although some people see this type of feeding as helping these animals, it actually can hurt them and potentially cause illness and death for the animal.

Wildlife adapt to survive winter months without our help

Many people believe that deer lack good natural food sources during winter and therefore need supplemental food to survive. However, these animals have remarkable abilities to survive winter conditions without human help, including:

- Growing insulating guard hairs and underfur
- Storing fat
- Changing their diet to fibrous, woody browse
- Migrating to areas with less snow and better feed
- Lowering their metabolic rates
- Conserving energy by restricting movements during severe weather



**Keep deer wild –
backyard feeding does
more harm than good.**

Feeding urban and suburban deer can be harmful

Feeding wildlife can cause serious health issues for the animals and negatively effect you and your neighbors. WDFW discourages feeding deer in urban and suburban areas for several reasons:

- Deer digestive systems are well adapted to handle natural forage. Although these animals will eat feed that humans provide, carbohydrate-rich foods like fruit, grains, and corn aren't normally part of their natural diet, especially during winter, and can cause serious health problems.
- The high amount of sugars in fruit, grain, and corn rapidly ferments in the stomach, causing an over-production of acid and damage to the stomach lining. Acid and bacterial toxins can then leak into the bloodstream, causing a painful death.
- Feeding urban and suburban deer can increase negative human-wildlife interactions and result in unintended consequences for the animal and your community. Specific examples include: increased risk of vehicle collisions; increased aggression towards pets and people; increased risk of disease transmission; increased dependency on humans for food and a loss of normal, wild behavior; increased negative impacts to wildlife diversity and abundance; and increased damage to fences, gardens, and ornamental plants and trees.



Photo credit: Greg Green

- Supplemental feeding may attract carnivores, such as bears, cougars, and coyotes that may prey upon wild animals using a feed site or nearby pets or farm animals. Encounters between humans and large carnivores are typically rare, but feeding deer creates the potential for unnecessary and avoidable conflict between humans and predators. This may cause a dangerous situation for people and result in an animal being euthanized.

Though WDFW may conduct large-scale deer feeding programs in certain areas, primarily in winter, these are only done under very specific conditions. For more information on these programs or to discuss deer feeding in general, please contact your local District Wildlife Biologist or Wildlife Conflict Specialist.

From: Ginger Decker <msgingersnap@live.com>
Sent: Monday, April 13, 2026 11:14 AM
To: Marcia Hunt <marciah@anacorteswa.gov>
Cc: City Council <citycouncil@anacorteswa.gov>
Subject: Yes to feeding ordinance!

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

Dear councilwoman Marcia Hunt and Councilmembers,

Thank you for considering a wildlife feeding ordinance. Feeding has become a significant issue in Anacortes, leading to substantial costs for homeowners who must replace damaged plants, purchase deterrents, and install fencing.

I was involved in the development of Bellingham's wildlife feeding ordinance, which was drafted with guidance from the Washington Department of Fish & Wildlife. Their expertise was invaluable in shaping effective language and in helping us educate the public about why feeding wildlife creates long-term problems for both animals and residents. During that process, they even noted that Anacortes' deer issues were becoming increasingly challenging for them to manage compared to their broader county responsibilities.

After Bellingham adopted its ordinance, the issue diminished almost immediately — and notably, without the need for enforcement actions. Many residents simply complied once the expectations were clear. Some community members also recognized that an ordinance could help reduce conflicts, including situations where pets were injured or where homeowners experienced significant property damage.

When Bellingham's council was initially hesitant to take up the issue, I conducted an anonymous poll on Nextdoor to gauge community sentiment. Sixty-one percent of respondents supported adopting an ordinance. While there will always be some strong opposition, public education played an important role in helping people understand the reasons behind the policy.

In my current neighborhood, the nearest known feeder is where 17th Street wraps down to Georgia Place. I live two blocks below, and deer visit my garden nightly, requiring me to purchase expensive deterrents and stay vigilant. Before, when I lived next door to a feeder, impacts were far more severe. Proximity to feeding sites can strongly influence how

residents perceive the problem.

I wanted to share what I've learned and express my strong support for adopting an ordinance here in Anacortes. I also hope we pair it with a public education effort so residents understand the reasons behind it and the benefits to both wildlife and the community.

Thank you for taking up this important issue.

Ginger Decker

1402 Dakota Av
Anacortes, WA 98221

From: [Tracie Hornung](#)
To: [Carolyn Moulton](#)
Cc: [CityClerk](#)
Subject: Draft animal feeding ordinance
Date: Tuesday, April 14, 2026 11:40:10 AM

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

Hi Carolyn,

I support the draft ordinance banning the feeding of wild animals in Anacortes. And I agree with the person who said squirrels should be included. I know squirrel-feeding is an issue because I find peanut shells in my garden, and as far as I know there are no peanut farms in Anacortes!

Apparently the people who oppose the ordinance do not understand that feeding wild animals does them more harm than good.

Sincerely,
Tracie Hornung

From: [No Reply](#)
To: [CityClerk](#)
Subject: Public Comment Submission
Date: Thursday, April 16, 2026 9:46:40 AM

****** 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/1432/overview>
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: We support Ordinance 5026. As many others have stated, the public needs to be educated about the harms of feeding wildlife. Yes, squirrels should be included as the peanuts fed to them also attract other rodents such as rats. We do not need a rat infestation in this city, please! Deer and squirrel feeders live close by us and rats are seen in our neighborhood. We do not need an infestation of racoons either that are drawn to these free feeders. Let us look into Bellingham's successful ordinance and do the same. The Fish and Wildlife Service can certainly help with educating the public. If education doesn't work, we need enforcement so people will take this seriously. Thank you, The Calls

From: [Ryan Walters](#)
To: [CityClerk](#)
Subject: Fw: Anti-Feeding Wildlife Ordinance
Date: Thursday, April 16, 2026 10:07:08 AM
Attachments: [Outlook-kimlxbzk.png](#)

From: Miranda Eisen <meisen@humaneworld.org>
Sent: Thursday, April 16, 2026 10:06 AM
To: City Council <citycouncil@anacorteswa.gov>
Cc: Lynsey White <lwhite@humaneworld.org>
Subject: Anti-Feeding Wildlife Ordinance

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

Dear Mayor Walters and Anacortes City Councilmembers,

I'm writing on behalf of Humane World for Animals to express our support for the proposed ordinance (5026) prohibiting the feeding of wildlife in Anacortes. We appreciate the city's proactive approach to reducing human-wildlife conflicts and the thoughtful consideration being given to this issue!

As the Council continues refining the ordinance, we wanted to offer one consideration for clarity and long-term effectiveness. Some communities find it helpful to explicitly address how the anti-feeding ordinance applies to community cats (i.e., unowned, free-roaming cats), even if they are not currently a significant concern locally. Clear language can help prevent confusion and ensure that, if community cats are present, they are managed in a way that supports both wildlife protection and humane outcomes.

As a helpful example, the City of Sterling Illinois includes guidance on community cat feeding practices within its ordinance (Section 14-14), which aims to reduce conflict while supporting responsible care: https://library.municode.com/il/sterling/codes/code_of_ordinances?nodetd=CICO_CH14AN_ARTIINGE_S14-13WIAN

We also have educational materials with best practice guidance to help Anacortes residents understand how to care for community cats responsibly while minimizing negative impacts on wildlife and the broader community. We recommend:

- [Smart feeding practices](#) that reduce unintentional attraction of wildlife and help minimize nuisance complaints. These include scheduled feeding windows, proper cleanup of feeding areas, and limiting food exposure to only the cats being cared for.
- Prioritizing spay + neuter and vaccination through trap-neuter-return (TNR) programs, reducing populations over time and avoiding cycles of reproduction that often lead to increased complaints. We applaud Anacortes for employing TNR methods [in your area!](#)
- Sharing [educational materials](#) with residents to foster better understanding and cooperation in neighborhoods where community cats are present.

Humane World for Animals, formerly the Humane Society of the United States, works with communities nationwide on practical, humane approaches to urban wildlife and community cat management. We would be happy to share additional resources or provide support as this ordinance moves forward—we're here to help!

Thank you for your thoughtful leadership to protect local wildlife!

Miranda Eisen

Program Manager, Urban Wildlife Policy

Pronouns: she/her

meisen@humaneworld.org

P 971-490-5082

humaneworld.org



Together, we tackle the root causes of animal cruelty and suffering to create permanent change. Stay up to date with our work to help animals and follow us on [Facebook](#), [Instagram](#), [X](#), [YouTube](#) and subscribe to our [blog](#).

From: [D Mathes](#)
To: [CityClerk](#)
Subject: Pending Matter Before Council
Date: Friday, April 17, 2026 9:36:54 AM

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

Dear Mayor Walters and City Council,

I have read that the council is considering the outlawing of people feeding the seagulls in Anacortes. My position is that this would be a wise move and perhaps a first move in the direction of solving a bad problem.

Seagulls, while arguably a part of the ambiance of a seaside town, are both a nuisance and destructive to property. We own the Sheely's building at 1420 Commercial. In the recent past few years we have been in a battle against the seagulls. They nest on the building roof. They defecate all over the roof and the HVAC equipment on the roof. They defecate on our tenant's cars and the cars of Sheely's customers. Cleaning up after them has proven to be both costly and frankly disgusting.

The problem seemed to have reached a peak this past summer. The cleanup was non-stop. It was also not limited to damage to our building. Racheal Meloche, the manager of Banner Bank can attest to the mess they experienced.

I have to ask myself why the big jump in problem this past season. I think I know the answer. The difference was the city's use of the falconer. While the falconer might seem like a benign solution, it really was not. I suspect the falconer was successful in the removal of the seagulls from city hall and perhaps the surrounding buildings. I believe though it simply moved and concentrated the problem. That move was to the closest "safe" location for the birds. The buildings south of downtown provided one such location.

I suspect that the falconer is not in current use. I suspect this in that the current level of problem is back to the levels of pre last summer.

Should the idea of re-employing the falconer be introduced in the future, please consider the damage that results to the occupants of the properties adjoining downtown. For us it is a very real and expensive problem.

Respectfully,

Dick Mathes
Building Owner

**ORDINANCE 5026:
PROHIBITING THE
FEEDING OF WILD
ANIMALS**

APRIL 20, 2026





KEY PROVISIONS

- Creates new Chapter 6.15 in the AMC – Feeding of Wild Animals
- Cites public health concerns about diseases, impacts on animal diet, decreased aversion to humans leading to aggression, increased death due to traffic collisions
- Defines Wild animals
 - Non-domestic animals lawfully owned
 - Includes deer, raccoons, seagulls, and pigeons
 - Added squirrels into definition

ORDINANCE OVERVIEW

- Prohibits
 - Intentionally feeding wild animals or making food available
 - Presumption of violation if food left outside on the ground
- Does not apply to
 - Bird feeders, including hummingbird feeders
 - Food derived from landscaping or gardening that has fallen on the ground from trees
- Penalty
 - Class 4 civil infraction (1st)
 - Class 3 civil infraction (2nd and subsequent)





THANK YOU!



City Council Agenda Bill

April 20, 2026

Action Type: Ordinance

Item: 6.b.

Title: Ordinance 5027: Prohibiting Virtual Currency Kiosks

Staff Contact(s): Darcy Swetnam

Approved for Submittal to Council by:

Greg Francioch
Darcy Swetnam
Steve Hogle

Summary: This ordinance would create new AMC Chapter 5.42 regarding virtual currency kiosks. The Chapter defines virtual currency kiosks and operators and makes it unlawful to host, allow, operate, permit or locate a virtual currency kiosk within the City. Violations of this chapter constitute class1 civil infractions and subject violators to loss of their business license. This new chapter addresses a concern about criminals manipulating victims into transferring money using these kiosks, which facilitate transactions that are difficult to trace and largely irrevocable. The ordinance does not restrict online virtual currency transactions, but prevents cryptocurrency ATMs from operating in spaces open to the general public, like grocery stores.

Budget Impact:

NA

Previous Action: First read at the [April 6, 2026](#), regular meeting.

Recommended Motion: Adopt Ordinance 5027, creating Chapter 5.42 of the Anacortes Municipal Code to prohibit virtual currency kiosks within the City of Anacortes.

Alternative Actions: Decline to adopt.

Attachments (listed in order presented):

1. Ordinance 5027 Prohibiting Virtual Currency Kiosks

2. 260420 - Ord 5027 Presentation

Ordinance 5027

An Ordinance Prohibiting Virtual Currency Kiosks

Whereas Virtual Currency Kiosks, also known as crypto ATMs, are frequently used by criminals to manipulate, intimidate, and threaten victims into using those kiosks to send cash;

Whereas Virtual Currency transactions are quick and largely irrevocable, so that once a user transfers or deposits funds, that money is generally unrecoverable;

Whereas a 2024 FBI report found that adults ages 60 and older accounted for over 85 percent of reported fraud losses involving crypto kiosks;

Whereas more than 32% of the City's population is over the age of 65;

Whereas the City has limited ability to regulate the underlying transactions but can regulate the placement and use of physical kiosks within the City;

Now, therefore, the City Council does ordain as follows:

Section 1. The Anacortes Municipal Code is amended as shown in Exhibit A.

Section 2. Authority to Make Necessary Corrections. The City Clerk and the codifier of this Ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's clerical errors, references, ordinance numbers, section/subsection numbers and any references thereto.

Section 3. Severability. The various parts, sections, and clauses of this ordinance are hereby declared to be severable. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision must not affect the validity of the remaining parts of this ordinance.

Section 4. Consistent with RCW 35A.12.130, this ordinance takes effect five days after passage, approval, and publication.

ADOPTED by the City Council of the City of Anacortes this ___ day of _____, 2026.

CITY OF ANACORTES:

Ryan Walters, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

Exhibit A

Chapter 5.42 Virtual Currency Kiosks

5.42.010 Purpose

The purpose of this chapter is to prohibit the placement and use of virtual currency kiosks within the city as necessary and appropriate to prevent dangers to public health and safety, and to preserve public morality, health, peace and good order within city limits.

5.42.020 Applicability

- A. This chapter does not apply to transfers of Virtual Currency.
- B. This chapter does not apply to any Virtual Currency Transfers that are conducted without the use of a Virtual Currency Kiosk and does not intend to interfere with other types and methods of Virtual Currency Transfers.

5.42.030 Definitions

The following terms as used in this chapter have the meanings below.

- A. “Virtual Currency” means a digital representation of value that is neither issued by a central bank nor a public authority, but is accepted as a means of payment and can be transferred, stored, or traded electronically.
- B. “Virtual Currency Kiosk” means an electronic terminal located in an area accessible to the general public which acts as a mechanical agent of the Virtual Currency Kiosk Operator, enabling the exchange of Virtual Currency for money, bank credit, or other virtual currency.
- C. “Virtual Currency Kiosk Operator” means a person or entity that:
 - 1. knowingly permits the use or installation of a virtual currency kiosk on property owned, leased or controlled by the person or entity;
 - 2. operates a Virtual Currency Kiosk within the city limits; or
 - 3. owns a Virtual Currency Kiosk that is either located or operated within city limits.

5.42.040 Prohibition

It is unlawful for any person or entity to host, allow, operate, permit, locate or place a Virtual Currency Kiosk within the City of Anacortes. Any Virtual Currency Kiosk existing in the City as of the Effective Date of this Ordinance must be removed within 60 days after the Effective Date.

5.42.050 Penalty

- A. A violation of this chapter is a class 1 civil infraction per Chapter 7.80 RCW and may be subject to civil penalties in the amount of \$500 per day per AMC Title 20.
- B. The Finance Department may cancel or revoke the business license or registration of any Virtual Currency Kiosk Operator in violation of this chapter.



ORDINANCE 5027: PROHIBITING VIRTUAL CURRENCY KIOSKS

APRIL 20, 2026



OVERVIEW

- Creates a new Chapter 5.42 of the AMC regarding Virtual Currency Kiosks
- Virtual currency includes Bitcoin, Ethereum, Litecoin, Zcash, and others
 - Def does not include NFTs because they are not currency
- Virtual Currency Kiosk: Electronic terminal in an area accessible to the general public
 - Kiosks generally don't sell NFTs

-
- Unlawful to host, allow, operate, permit, locate, or place a Virtual Currency Kiosk within the City of Anacortes
 - Existing Kiosks must be removed within 60 days of Ordinance
 - Does not restrict virtual currency transfers other than at Kiosks
 - Penalties:
 - Class 1 civil infraction
 - Civil penalties of \$500 per day
 - Termination of City business license for Virtual Currency Kiosk Operators violating the Chapter
-





City Council Agenda Bill

April 20, 2026

Action Type: Staff Report

Item: 6.c.

Title: First Quarter Library Update

Staff Contact(s): Jeff Vogel

Approved for Submittal to Council by:

Greg Francioch

Jeff Vogel

Summary: Library Director Jeff Vogel will provide an update on first quarter activities, ongoing projects, and upcoming initiatives.

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. Library Quarter 1 All Update Presentation

Library

Jeff Vogel, Director

April 20, 2026





Strategic Goals 2026

1. We are working with the APL Foundation to fund the re-design of the two main service desks (main help desk and children's desk) to best utilize our reduced staff and have space for managers to offer on-going support.
2. We will continue to assess the feasibility of joining the Skagit Library Consortium.
3. We will be working with the Library Board to set up a process for creating a strategic plan in 2027.



Q1 – The library is a busy place!

22,869
Library Visits



↑ 11%

18,390
E-book Checkouts



↑ 49%

**Most Visited
City Website**



1

The Library is busier than 2025! More checkouts, more program attendance, more visitors, and more community members using the Library overall.



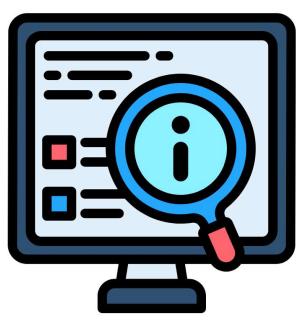
2026: More Library Activity

1,260
**Teen Books
Checked Out**



↑ 55%

27,087
**Database
Searches**



↑ 58%

1,939
**Program
Attendees**



↑ 10%



Winter Reading a big hit!

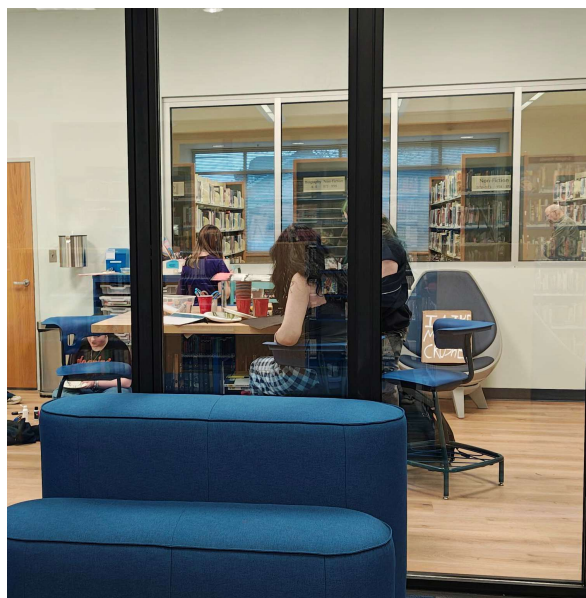


Our Winter Reading program in collaboration with Pelican Bay Books was a massive hit, with twice as much engagement in 2026 compared to 2025.



Teen Space

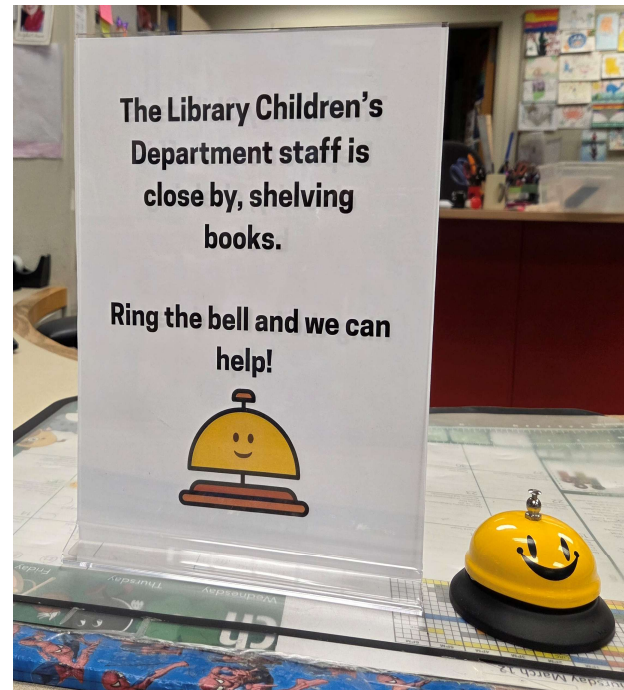
Our Teen space is thriving! The space is in use by teens every day, with peak hours after school and on Saturdays.





Adapting to staff reductions

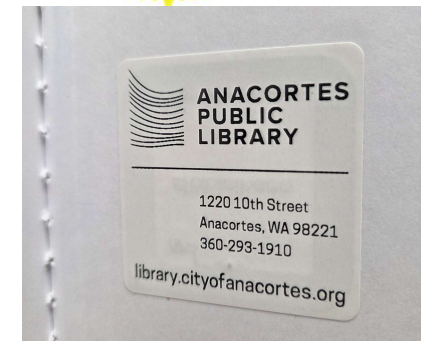
The staff have done an incredible job adapting to major staffing cuts with limited service reductions and only temporary adjustments to open hours. We will continue to assess long-term sustainability of what we offer going forward.



EO 2026-01: Conserve/Reform/Invest



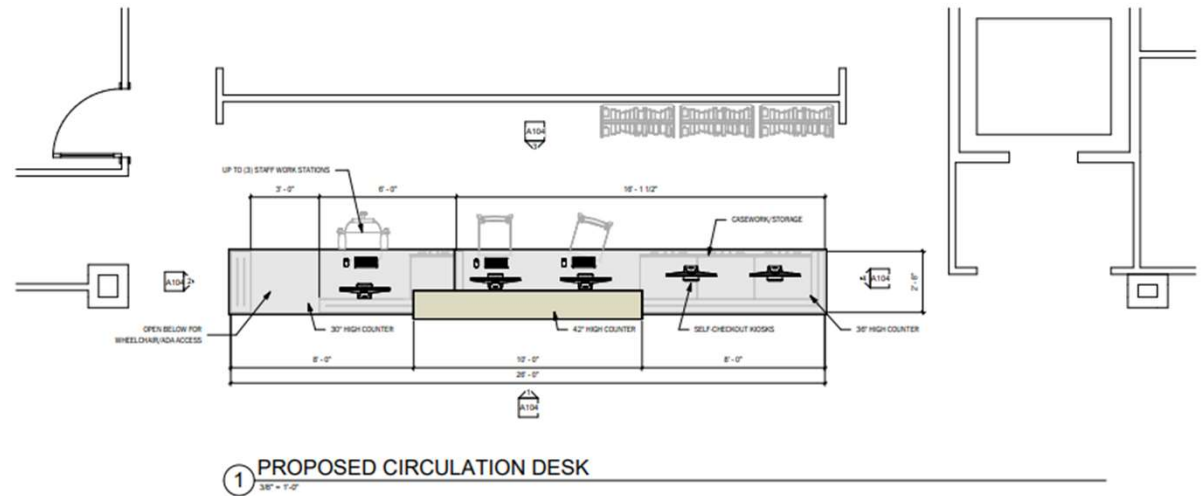
- **Conserve**
 - Moved away from RFID saving over \$4,500
 - Moved away from subscription software on our self-checks
- **Reform**
 - Shifting expenses to the Foundation and Friends where/when appropriate
- **Invest**
 - Foundation funded desk renovation to make for more efficient staffing





Looking Forward: New Desks

The Library Foundation is generously funding two new service desks to replace our current service points at the main area and the Children's Library. The new design and location of the desks will help us utilize our limited staff more efficiently. We are currently working with local architects Underwood & Associates for the design.





Looking Forward: Evergreen ILS

In 2026, Library management will be reviewing the costs and benefits of switching to the Evergreen library system in 2027, and if so, begin preparing for the change.

This would be a substantial project for the Library requiring extensive staff time and training. We would also need pay for a migration of inventory, membership, and circulation data.

Moving to Evergreen would be a step towards joining the Skagit Library Consortium that currently includes Burlington, La Conner, Central Skagit, and Upper Skagit Libraries. The consortium transits materials between libraries, which saves costs on purchasing materials and provides better service.

Switching to Evergreen could help the Library to save long-term in staff time and labor costs as it is a more robust, flexible, and customizable system. The online catalog experience is also more user-friendly for Library members.



Looking Forward: Summer Reading



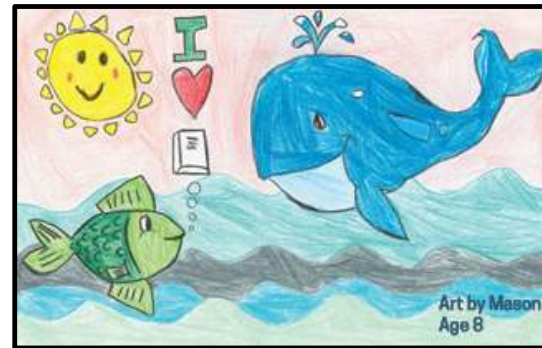
Library summer reading programs help children continue learning during the summer. Our summer reading program does just that through:

Librarian School Visits: The Children's Librarian visits all Anacortes Public Elementary Schools in June. During this visit she talks to every class, and every child will receive a new book and a summer reading challenge log.

Engaging Programs: We partner with organizations to provide educational and fun programs for people of all ages. This summer you will be able to pet an owl or starfish, meet scientists, learn to drum, make artistic masterpieces, and more.

Reading Challenge: People of all ages will be able to join our reading challenge. By reading and doing activities, they (you) can earn and possibly win prizes.

Library Card Design Contest: Every year artists of all ages can submit their art for the contest. In the fall, the public votes for the new library card designs.



2026 Budget Status

Department	Library					
2026 Budget and Actual Spend	24 Spend	25 Spend	Budget Utilization	26 Budget Remaining	26 Budget	26 Spend
Total	1,788,069	2,101,212	25%	1,192,364	1,584,905	392,541
Salaries & Wages	973,611	1,038,136	24%	677,891	888,681	210,790
Student Rec Wages	-	-		-	-	-
Overtime	-	-		-	-	-
Salaries & Wages (Volunteer)	-	-		-	-	-
Personnel Benefits	434,958	433,076	26%	261,676	354,703	93,027
Uniforms	-	-		-	-	-
Pension Expense	-	-		-	-	-
Supplies	20,265	22,358	10%	18,950	21,000	2,050
Fuel Consumed	-	-		-	-	-
Inventory/Resale	85,616	89,000	52%	41,873	86,781	44,908
Small Tools (ect)	-	-		-	-	-
Interfund	115,353	109,357	25%	68,613	91,484	22,871
Professional Services	43,331	27,119	0%	50,550	50,550	-
Communication	9,416	11,565	13%	7,814	9,000	1,186
Travel & Training	3,734	880	0%	2,000	2,000	-
Taxes	10	7	16%	3	4	1
Rentals	-	-		-	-	-
Insurance	2,181	197	106%	(11)	203	214
Utility Services	77,022	88,399	22%	61,783	79,000	17,217
Repairs & Maintenance	1,173	1,475	18%	1,223	1,500	277
Capital Outlays	21,400	-		-	-	-
Land	-	-		-	-	-
Buildings	-	-		-	-	-
Other Improvements	-	-		-	-	-
Machinery & Equipment	-	279,642		-	-	-
Debt Service	-	-		-	-	-
Misc Internal	-	-		-	-	-



- Commentary on budget pacing

2026 Revenue Status



Limited to Dept. Driven Revenues		2026 Revenue		
Department	Account	Actual Revenue	Budget	% Achieved
Library		16,999	68,027	25%
	Interlocal Grants, Entitlements & Other	-	18,801	0%
	Budgeting & Accounting Services	878	1,670	53%
	Data/Word Processing, Printing & Duplica	150	1,527	10%
	Passport & Naturalization Services	770	18,620	4%
	Library Services Non Resident Fees	5,800	25,400	23%
	Non-Court Fines & Penalties	1,030	2,009	51%
	Contributions & Donations from Private S	8,320	-	0%
	Proceeds from Sales of Capital Assets	50	-	0%

- commentary



City Council Agenda Bill

April 20, 2026

Action Type: Staff Report

Item: 6.d.

Title: First Quarter Finance Update

Staff Contact(s): Steve Hogle, Rhonda Peck

Approved for Submittal to Council by:

Steve Hogle

Rhonda Peck

Summary: First quarter 2026 city financial update.

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. Q1 Finance Update

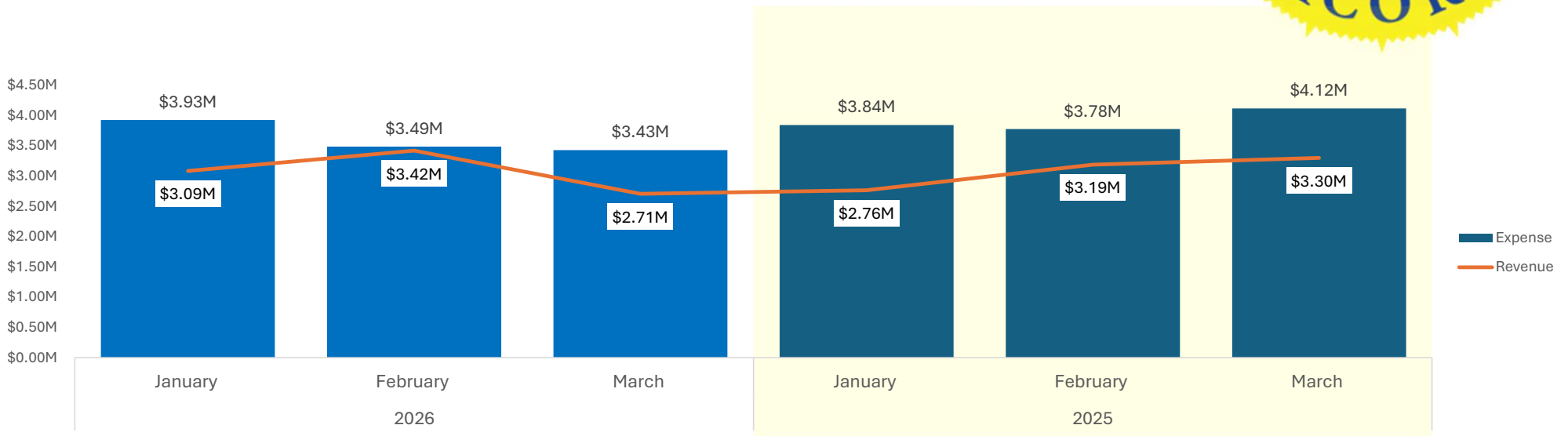
Q1 Finance Update

Rhonda Peck, Finance Manager

April 20, 2026



OVERALL PICTURE | NON-UTILITIES



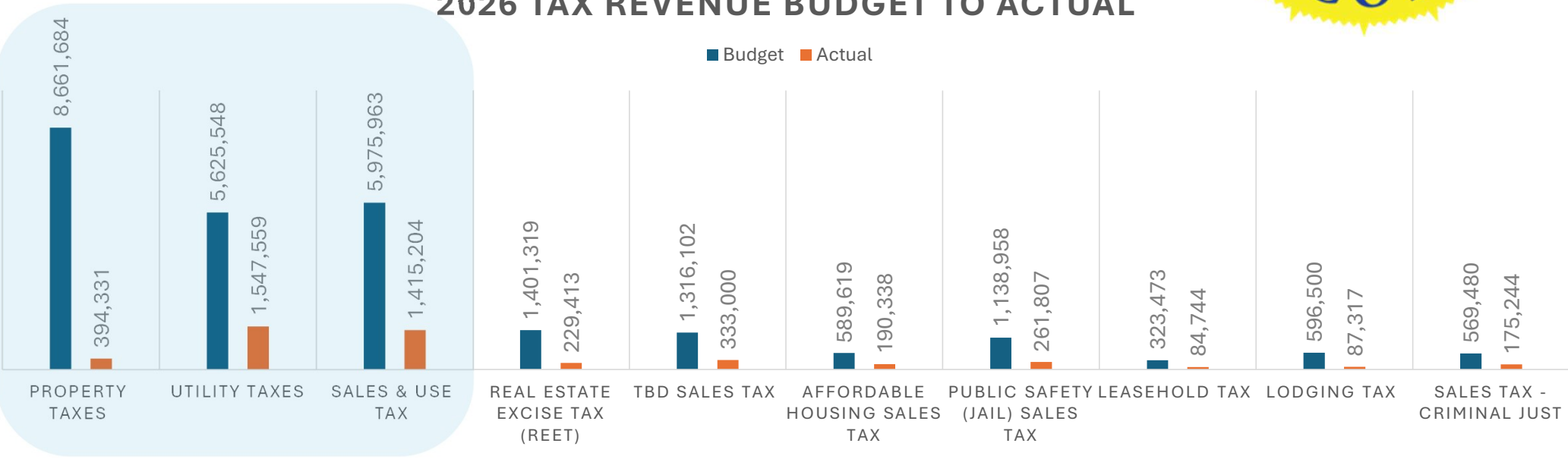
- Monthly expenses exceeding revenues
- Flat tax revenues
- Q1 declining expenses across multiple spend areas – ↓ 8%

TAX REVENUE SUMMARY



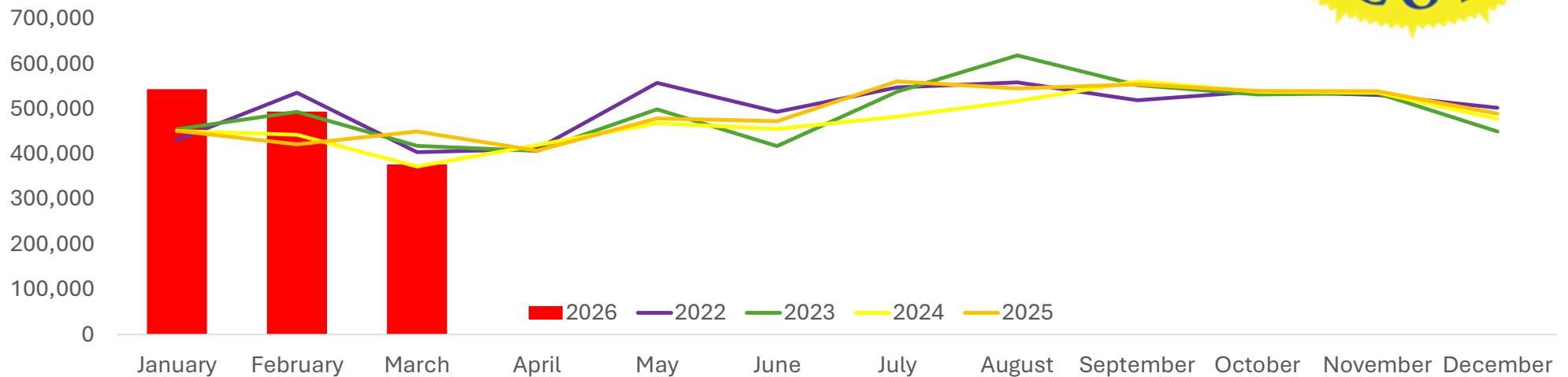
2026 TAX REVENUE BUDGET TO ACTUAL

■ Budget ■ Actual



Property, Utility and Sales & Use Tax = 77% of the tax revenue budget

SALES TAX TREND

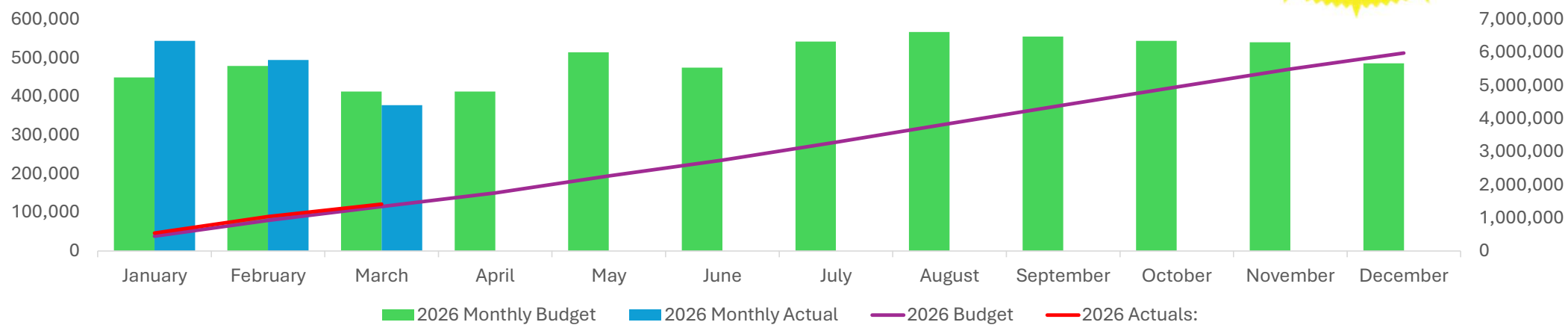


- Unrestricted, can be used for general operations
- Receipts are 2 months behind; February receipts are from December sales
- Pacing slightly ahead of prior year by 6.9%, however, March decline at the lowest level in recent years

SALES TAX



2026 Sales Tax Budget vs. Actual

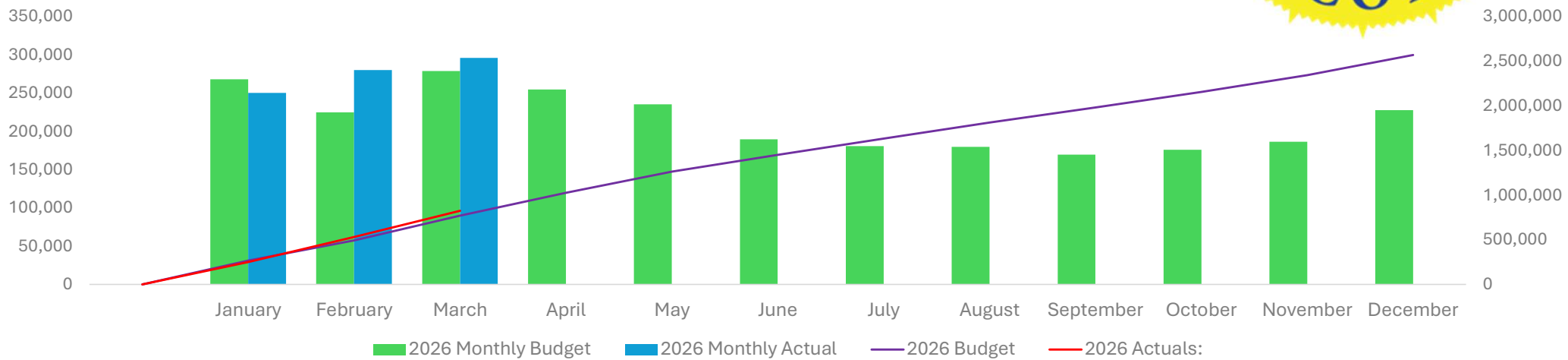


- Pacing slightly ahead of budget by 5.6%
- 2026 outlook is as planned

PRIVATE UTILITY TAX



Budget vs. Actual

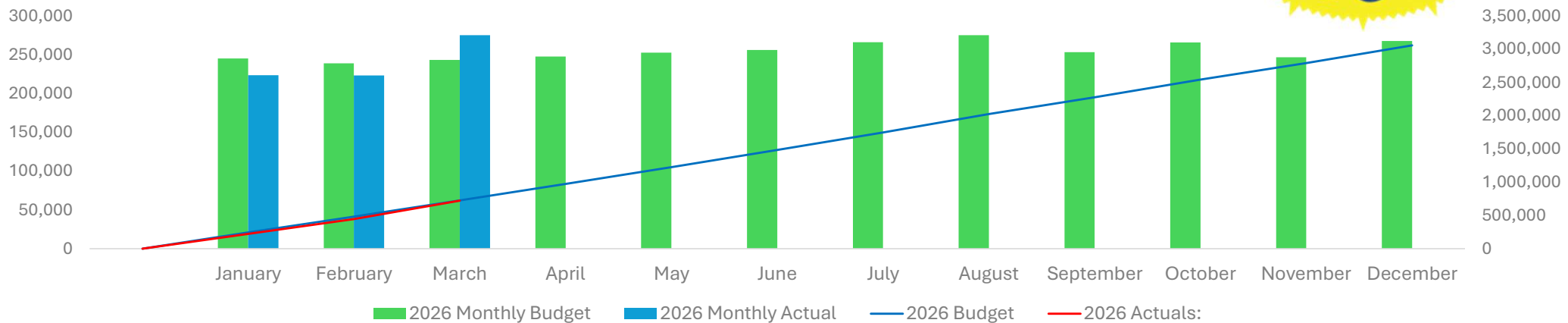


- Unrestricted, can be used for general operations
- Private Utility Tax, assessed against the gross charges of privately owned utilities
- \$826k in Q1; pacing down 2.5% from prior year

PUBLIC UTILITY TAX

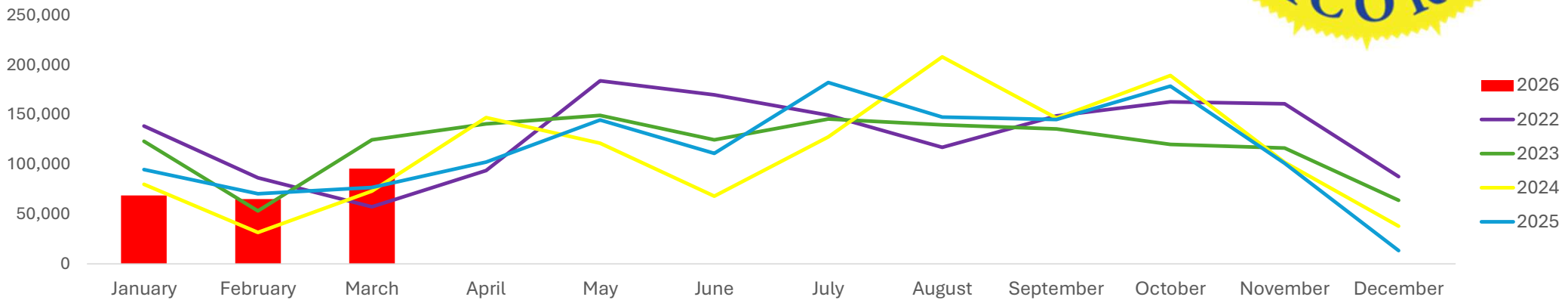


Budget vs. Actual



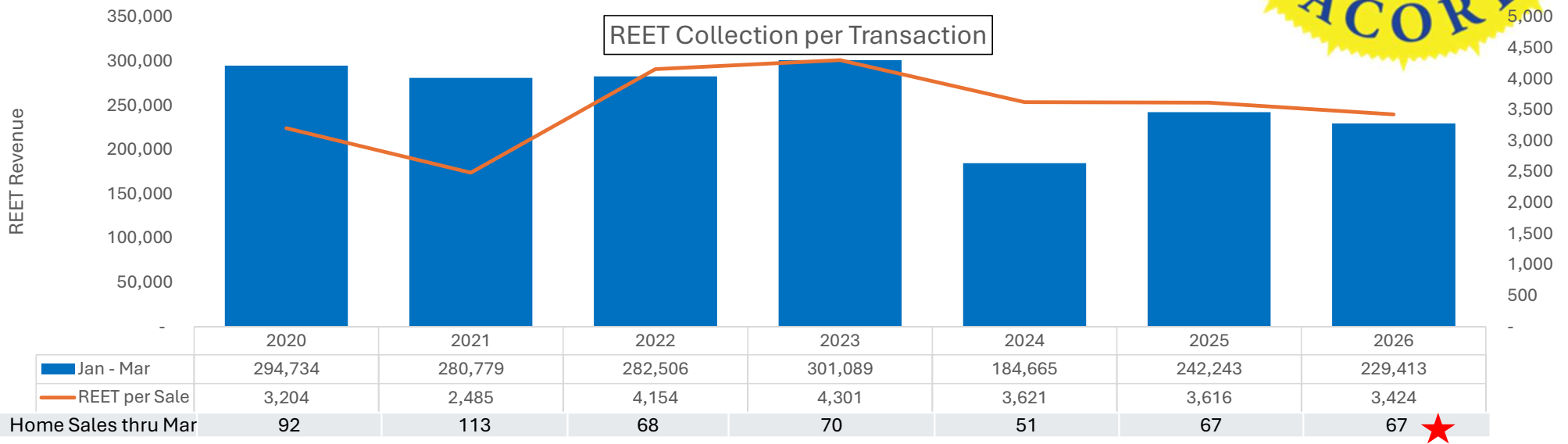
- Unrestricted, can be used for general operations
- Assessed against the gross charges of City owned utilities; increased to 9%
- \$722k in Q1; up 14.5% as expected

REAL ESTATE EXCISE TAX (REET)



- Restricted, used to fund general capital efforts
- Tax imposed on the sale or transfer of real property/homes
- \$229k in Q1; pacing down 5% from prior year

REAL ESTATE EXCISE TAX (REET)

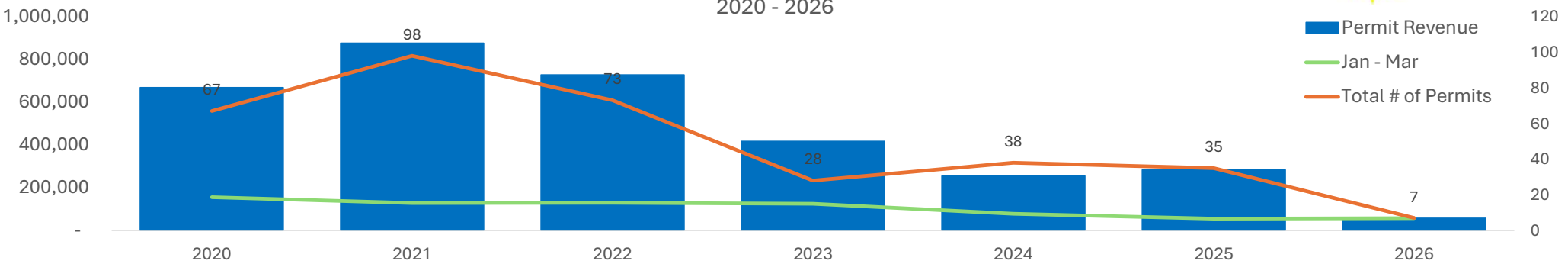


- Home sales through March are consistent with 2025 @ 67
- REET per sale has declined likely driven by price

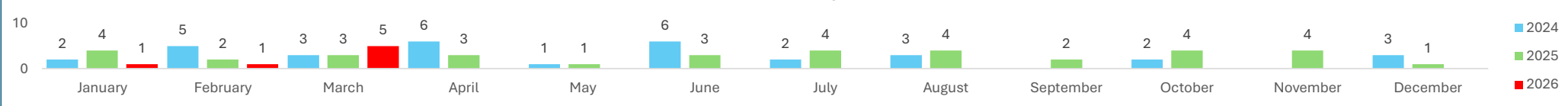
BUILDING REVENUES



Annual Building Permit Revenue and Permits
2020 - 2026



Permits issued by Month

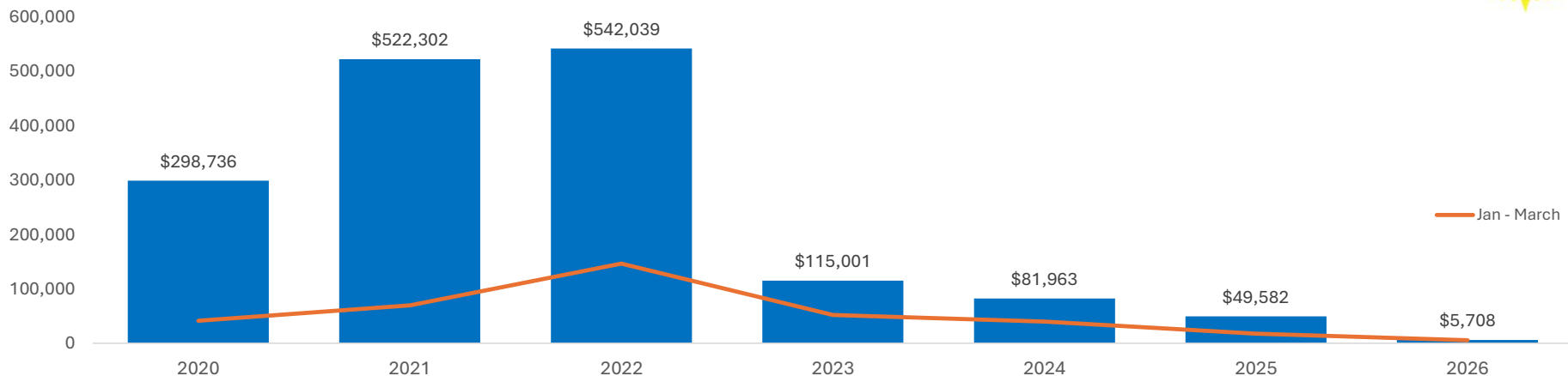


- Building permits issued through March is 7; down from 9 in 2025
- Permit revenues are trending just behind budget at 22%

IMPACT FEES



Impact Fee Total Revenue by Year

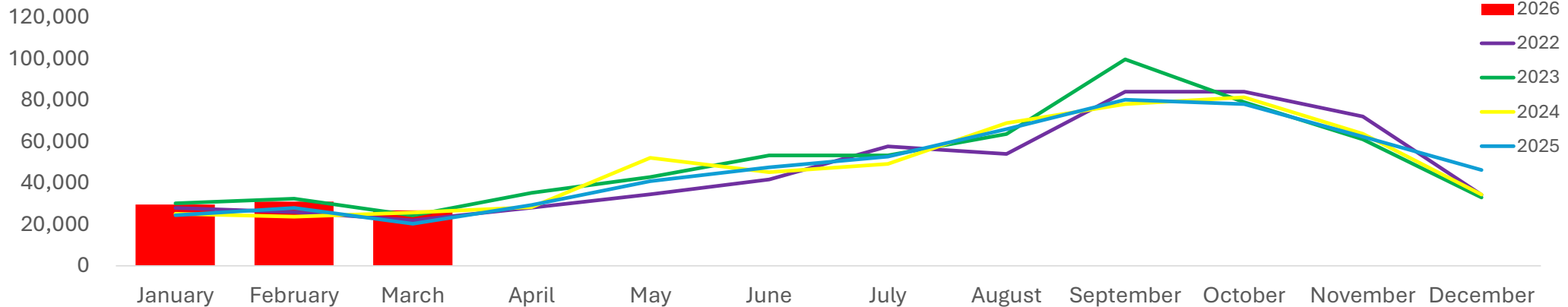


- Impact fees are collected during the construction permitting process
- As constructions slows, revenue declines
- Use of revenue is restricted

LODGING TAX



Lodging Tax Receipts



- Restricted, used for tourism marketing
- Tax imposed on the lodging rate
- \$87k in Q1; pacing up 20% from prior year



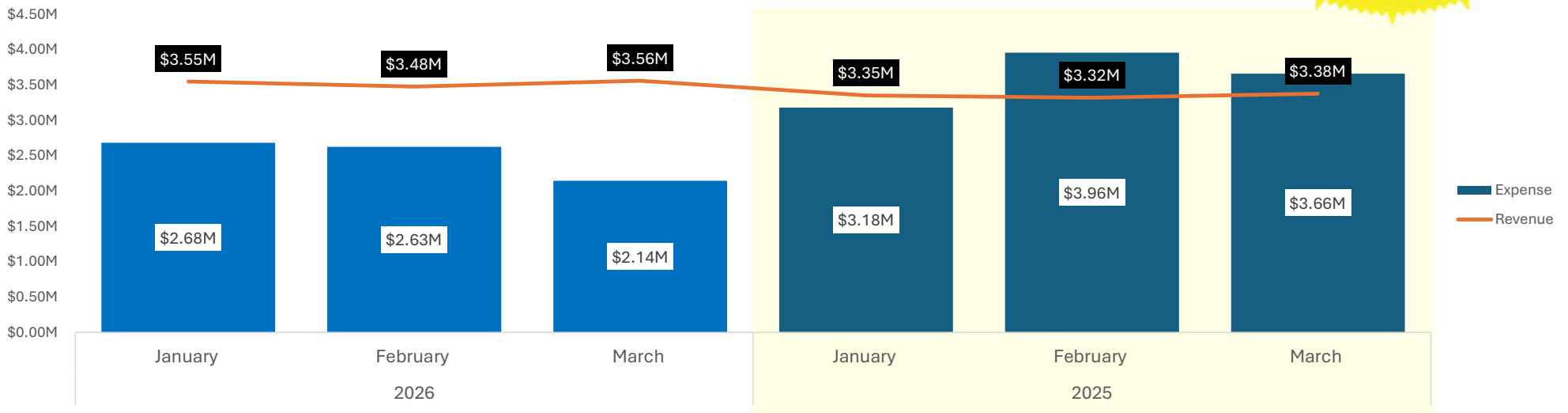
MAJOR FUNDS SUMMARY – Q1

Fund	Act Rev	Bud Rev	Rev %	Act Exp	Bud Exp	Exp %	Cash	Rainy Day
001 GENERAL FUND	6,618,263	43,429,240	15%	8,058,337	43,429,240	19%	\$ 2,382,764	\$ 5,336,229
101 PARKS & RECREATION	54,400	2,150,146	3%	523,915	2,150,146	24%	\$ 245,790	
102 CEMETERY	40,784	377,462	11%	88,182	377,462	23%	\$ 161,097	
103 LIBRARY	16,894	1,584,905	1%	392,541	1,584,905	25%	\$ 333,454	
104 STREET MAINTENANCE	519,854	2,062,060	25%	553,511	2,062,060	27%	\$ 920,619	
105 STREET CONSTRUCTION	332,423	5,447,438	6%	105,651	5,447,438	2%	\$ (17,908)	
107 WA PARK	82,592	524,753	16%	100,486	524,753	19%	\$ 260,872	
108 PARKS CAPITAL IMPROVEMENT	112,093	1,625,000	7%	7,046	1,625,000	0%	\$ 114,205	
109 AFFORDABLE HOUSING	190,338	589,619	32%	206,158	589,619	35%	\$ 105,093	
112 IMPACT FEES	5,708	240,000	2%	-	240,000	0%	\$ 70,387	Roads
							\$ 233,830	Parks
							\$ 412,828	Fire
113 ACFL	-	275,405	0%	66,050	275,405	24%	\$ 533,854	
114 FOREST LAND ENDOWMENT FUND	500	150,000	0%	-	150,000	0%	\$ -	
135 TOURISM FUND	87,317	596,500	15%	64,458	596,500	11%	\$ 1,709,622	
335 GROWTH MGMT	229,413	2,640,000	9%	-	2,640,000	0%	\$ 3,589,282	
501 EQUIPMENT RENTAL	924,316	2,942,406	31%	669,743	2,942,405	23%	\$ 2,513,109	Operating
							\$ 1,509,080	IF Loan Rec
							\$ 7,170,451	Capital
Total	9,214,897	64,634,935	14%	10,836,078	64,634,934	17%		

- General fund operating cash balance continues to be low
- Cash for 101, 102, and 103 is being utilized as we begin to transition those funds into the general fund

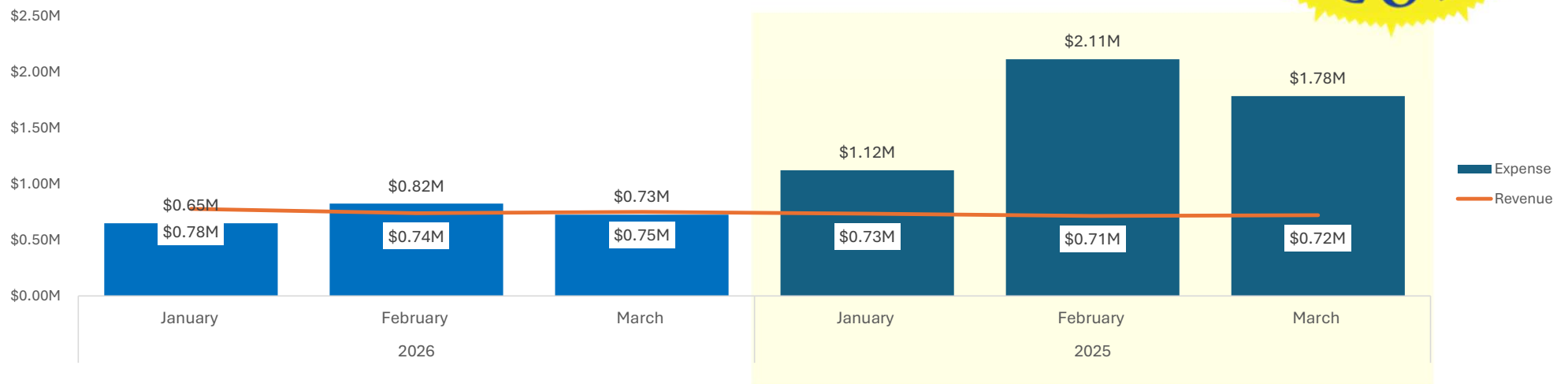


OVERALL PICTURE | UTILITIES



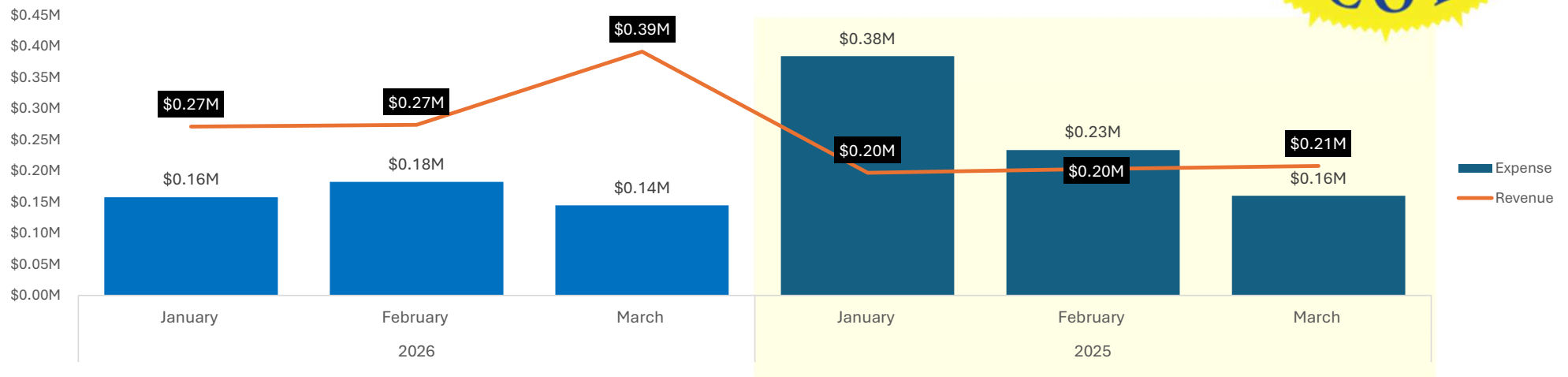
- Monthly revenues exceeding expenses
- Increased Utility Rates
- Q1 declining expenses attributed to the timing of capital spend

WASTEWATER



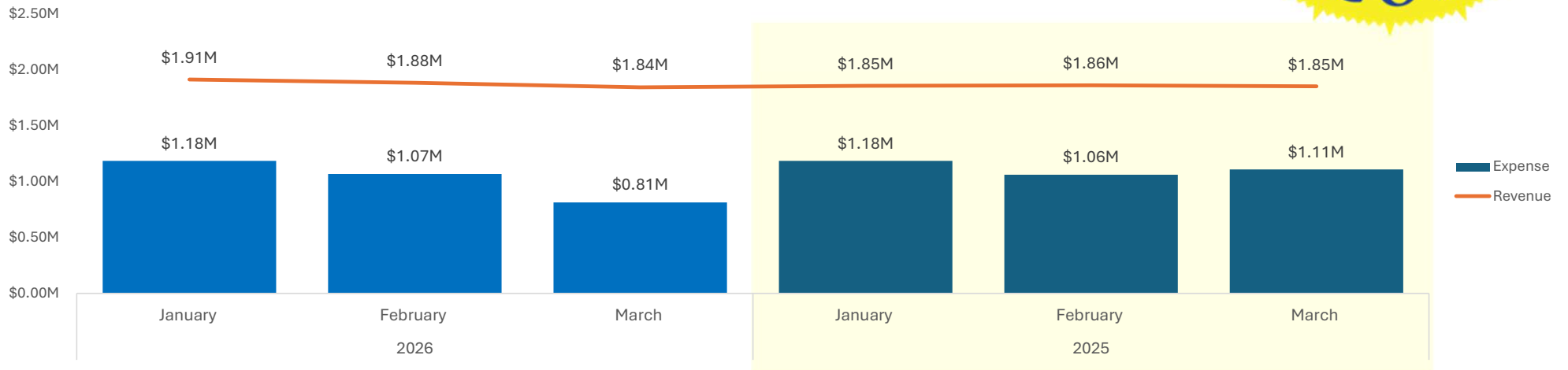
- Revenue is up 5% from 2025 due to the rate increase
- Expenses are down from 2025 attributed to capital

STORMWATER



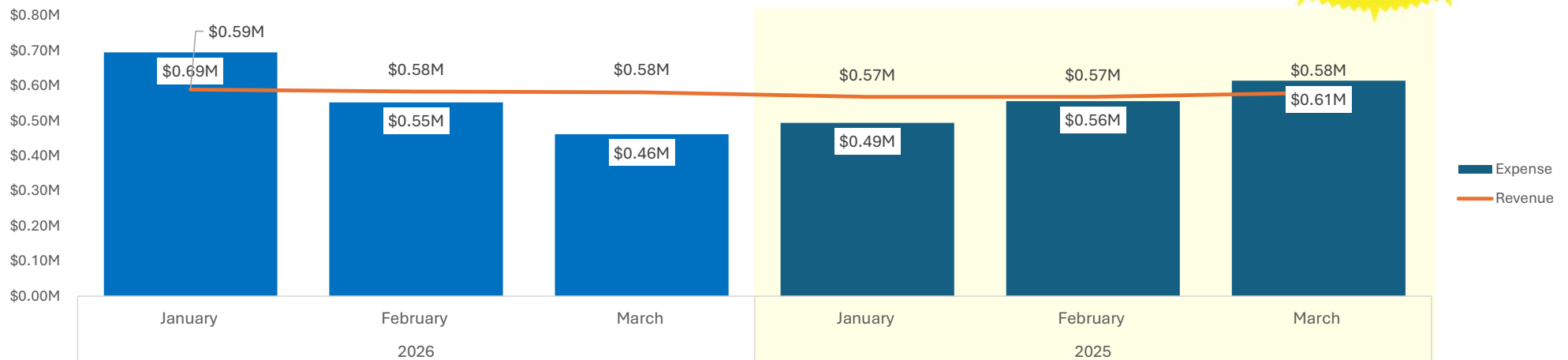
- Revenue is up from 2025 as planned with the rate increase
 - Spike in March is the receipt of the Ecology grant
- Expenses are down from 2025 attributed to capital

WATER



- Revenues and Expenses are aligned with plan and prior year

SOLID WASTE



- Revenues and Expenses are aligned with plan and prior year



UTILITY FUNDS SUMMARY – Q1

Fund	Act Rev	Bud Rev	Rev %	Act Exp	Bud Exp	Exp %	Cash	Rainy Day	Capital
401 WATER	5,631,094	26,121,215	22%	3,062,571	26,121,216	12%	\$ 9,135,055	\$ 1,520,344	\$ 17,505,073
440 WASTEWATER	2,267,321	14,503,851	16%	2,197,992	14,503,851	15%	\$ 3,652,058	\$ 1,600,346	\$ 17,866
445 STORMWATER	936,143	2,788,525	34%	484,597	2,788,525	17%	\$ 1,733,165	\$ 235,864	\$ -
450 SOLID WASTE	1,753,596	7,393,158	24%	1,708,013	7,393,158	23%	\$ 1,049,384	\$ 647,038	
Total	10,588,154	50,806,750	21%	7,453,173	50,806,750	15%			

- Water fund cash balances continue to support planned capital investments
 - Services revenues @ 23.6%
- Sewer fund cash balance is attributed to the interfund loan to support the CSO project
 - Services revenues @ 22.7%
- Stormwater fund cash balance is growing as planned due to the recent rate increase
 - Services revenues @ 29.2%
- Solid Waste fund is pacing as planned
 - Services revenues @ 25%



THANK YOU!





City Council Agenda Bill

April 20, 2026

Action Type: Discussion

Item: 6.e.

Title: Anacortes Community Forest Lands Plan

Staff Contact(s): Bob Vaux

Approved for Submittal to Council by:

Bob Vaux

Jonn Lunsford

Summary: Parks & Recreation staff created a public comment matrix detailing the written and spoken responses received regarding the Forest Plan. Staff has responded to 179 points made by the public in the matrix and will provide a highlight of this information and show Council changes to the Forest Plan based on these comments.

These are marked in red in the latest draft. A powerpoint showing an overview of the comments and review process is also attached.

Budget Impact:

None

Previous Action: The Forest Advisory Board unanimously approved the current draft of the Forest Plan after two years of public comments, including a previous draft, on September 4, 2025. Bob Vaux presented this draft to Council on Feb. 23, 2026, and the Public Hearing was opened. Vaux returned for a brief presentation on March 23, 2025, and was followed by public comments. Mayor Walters closed the oral public hearing, but kept the written submission process open until 5PM, Monday, March 23rd.

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. Anacortes Community Forest Lands Plan (14)
2. ACFL Plan Public Comment Matrix 042026

3. 2026 Draft Forest Plan for Council Presentation (5)



Anacortes Community Forest Lands Plan



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2	EXECUTIVE SUMMARY & INTRODUCTION
8	MANAGEMENT AREAS
17	MANAGEMENT AUTHORITY
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35	RECREATION
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61	FOREST HEALTH MONITORING BY TRANSITION FIDALGO
69	HEART LAKE MASTER PLAN
75	HISTORY

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6 CEP PARCELS

7 ACFL MANAGEMENT AREAS

46 LITTLE CRANBERRY LAKE TRAILS

49 WHISTLE LAKE TRAILS

52 HEART LAKE TRAILS

64 ACFL MONITORING PROJECTS



REPORT ALSO AVAILABLE ONLINE

www.anacorteswa.gov/ACFL



Anacortes Community Forest Lands Plan

ACKNOWLEDGEMENTS

Many people and organizations contributed to the development of this plan, including the members of the Anacortes Community Forest Lands Forest Advisory Board.

Prepared by
**City of Anacortes Staff and
Forest Advisory Board Members**
October 2025

EXECUTIVE SUMMARY

The Anacortes Community Forest Lands (ACFL) Plan outlines the strategies and actions necessary to conserve and enhance the unique environment and habitats within the ACFL while maintaining recreational opportunities for local residents and numerous visitors. Managed by the Anacortes Parks & Recreation Department (APRD), this plan covers approximately 3,000 acres of community forest lands.

Purpose and Scope: The purpose of the ACFL Plan is to provide a comprehensive framework for the conservation and sustainable management of the Anacortes Community Forest Lands. This plan aims to balance the ecological integrity of the forest with the recreational needs of the community. It outlines specific goals, objectives, and strategies to protect biodiversity, enhance habitat quality, and ensure the forest's resilience to climate change. The scope of the plan includes detailed management strategies for different areas within the ACFL, stakeholder engagement processes, and methods for monitoring and evaluating the effectiveness of the implemented actions.

Key Objectives:

- **Conserve Biodiversity:** Protect native species and enhance habitat quality.
- **Promote Sustainable Recreation:** Improve and maintain trail systems and recreational facilities.
- **Engage Stakeholders:** Involve community members, local government, and non-government organizations in the planning and implementation process.
- **Adapt to Climate Change:** Implement strategies to mitigate and adapt to the impacts of climate change on the forest ecosystem.

Management Strategies: The plan includes specific recommendations and strategies for different management areas, such as Little Cranberry Lake, Whistle Lake, and Heart Lake. These strategies are designed to achieve the plan's goals and objectives, including habitat restoration, invasive species control, and sustainable recreational use.

Implementation and Monitoring: The plan outlines a structured approach to implementing the management strategies, including timelines, responsible parties, and required resources. It also includes methods for monitoring and evaluating the effectiveness of the strategies, ensuring adaptive management based on ongoing data collection and analysis.



City of Anacortes
 904 6th Street
 Anacortes, WA 98221
anacorteswa.gov

A photograph of a forest floor covered in green ferns and tree stumps. The scene is a dense forest with many trees and a thick layer of ferns on the ground. The lighting is soft, suggesting a shaded forest environment. The text is overlaid on the left side of the image.

Never doubt
that a small
group of
thoughtful,
committed
citizens can
change the
world; indeed,
it is the only
thing that ever
has.

-Margaret Mead

Introduction

Since the first trails maps began to emerge in the early 1980's, the citizens of Anacortes have taken great pride in the care and enjoyment of what is now the 3,000 acres of Anacortes Community Forest Lands (ACFL). The ACFL contains some of the most unique and complex living environments in the Puget Sound Region. 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.

Managed by the Anacortes Parks & Recreation Department (APRD), the fifty miles of shared use trails have created a link between recreation and conservation, leading to a very successful Conservation Easement campaign in the 1990's and 2000's, along with partners the Skagit Land Trust and the Friends of the Anacortes Community Forest Lands (FoACFL).

In addition to the Conservation Easement Program (CEP) the most significant policy shifts in the nearly forty years of formal management of the ACFL have been the FoACFL-led termination of the City's logging plan, the end of the mini hydro races on Heart Lake, the lease of ACFL land to Lakeside Industries for their quarry extension and the transfer of Heart Lake State Park to the ACFL.

The 2020 COVID pandemic impact on outdoor recreation everywhere has also had a lasting impact on the ACFL. The number of regional visitors ~~exploded~~ increased and APRD has been unable to add any staff to account for this increase in recreation visits. The City continues to explore enforcement options with the Anacortes Police Department. The 2021 Forest Plan update was the result of several years of work and various delays. The most significant change was the formalized closure of trail #132. Because of this longer than anticipated update timeline, APRD committed to the 2026 plan update and began the process in the spring of 2023. The goal was to develop a plan that works to conserve and enhance the unique environment and habitats within the ACFL while maintaining recreational opportunities for local residents and visitors to our community.

Early public comments voiced opposition to the chapter-by-chapter public participation plan, so a more general series of public comment meetings were held in October, November and December of 2023. The Mayor-appointed five-member volunteer Forest Advisory Board (FAB) presided over these meetings. ~~The vast majority of the oral and written comments were focused on Little Cranberry Lake.~~



ANACORTES COMMUNITY FOREST ADVISORY BOARD

At the April, 2024 Forest Advisory Board (FAB) meeting, all five members gave APRD staff direction to begin writing the plan. No significant changes were recommended, and the 2021 Forest Plan was referred to as being an effective management tool but needing an organizational upgrade. The public has also asked for more science to be included in the Plan. The City has been working with the Transition Fidalgo citizen and professional scientists, and their work is featured in this plan. This plan includes a more focused discussion on adapting forest management to climate change and what may be the results of same, including the changing wildfire risk levels.

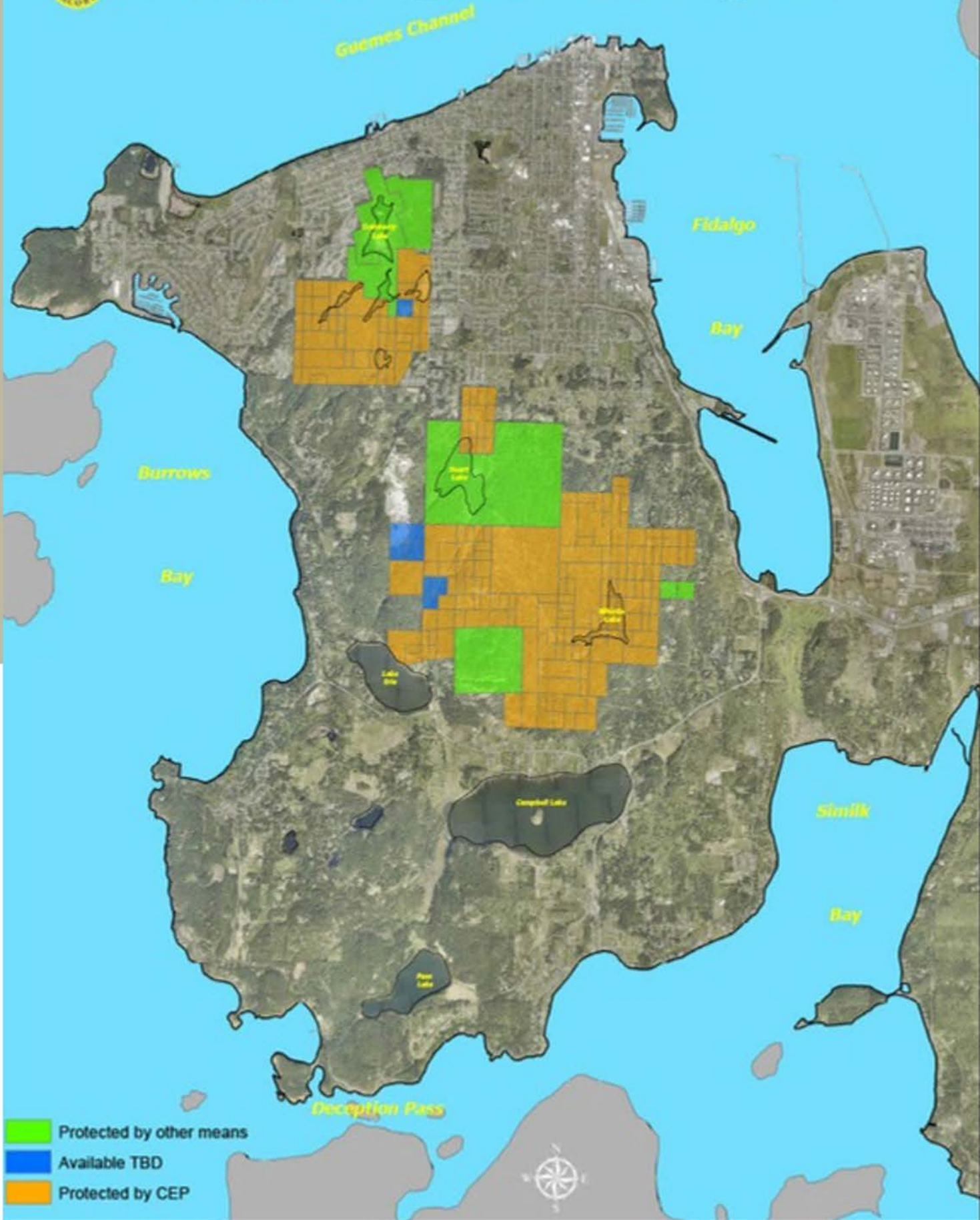
The FAB spent time in early 2025 reviewing the Plan draft prepared by staff. Another round of written and in person public comments were accepted through the March and April meetings. The focus of the comments was similar to the first round, with an emphasis put on support for ADA projects in the ACFL at locations other than Little Cranberry. The first round of public input featured a total of 58 comments from 45 different sources, while the second round totaled 45 comments from 33 different sources. Many of the sources participated in both the first and second rounds.

Other points of emphasis from the public comments were to limit or ban motorized recreation, prioritize conservation over recreation and limit access to the woods by preventing any expanded parking. Staff worked hard to balance the public testimony with practical experience on the ground when writing this draft.



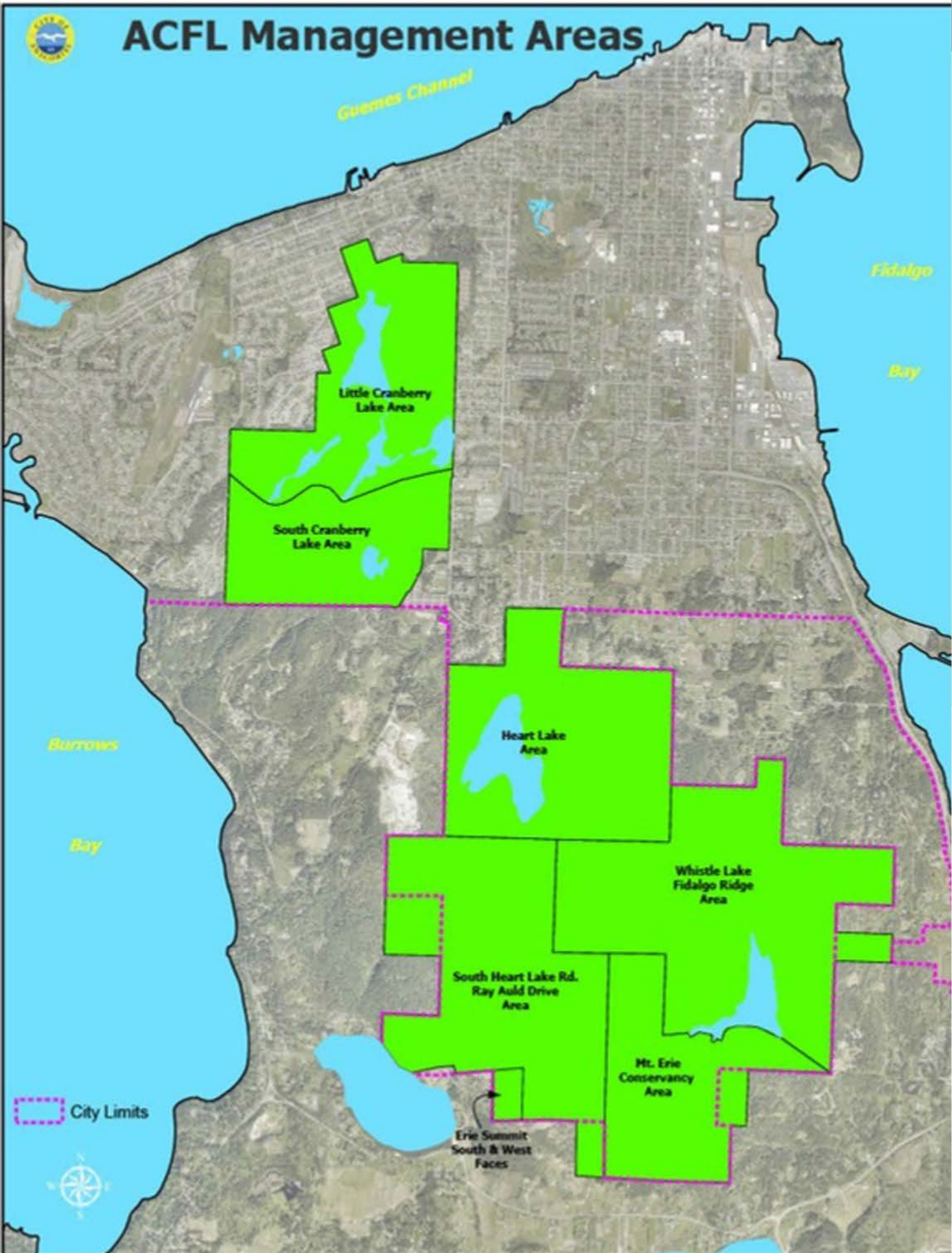


Conservation Easement Program

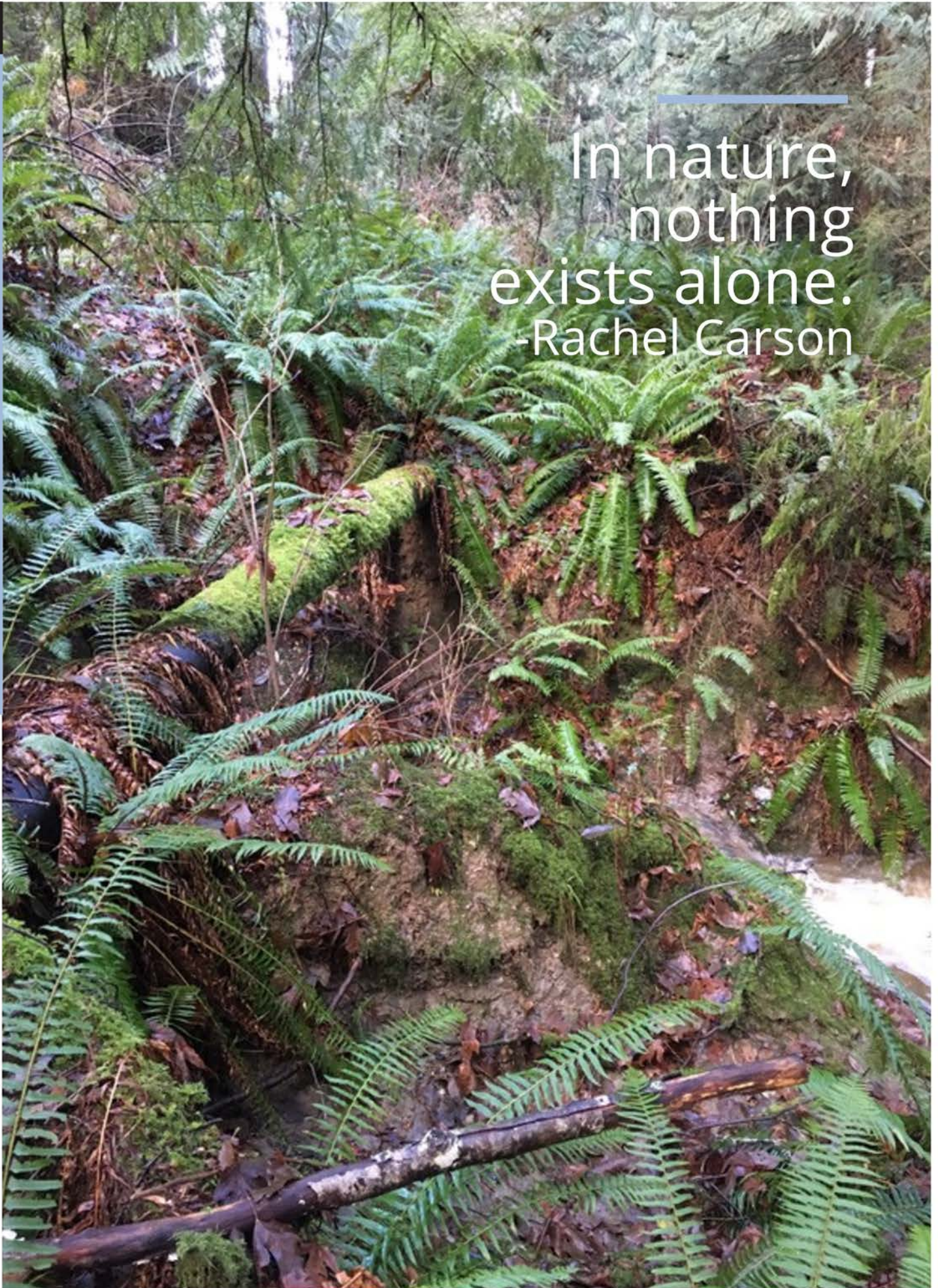




ACFL Management Areas



In nature,
nothing
exists alone.
-Rachel Carson



Management Areas



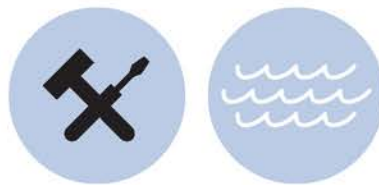
There are seven management areas in the ACFL, defined by topographical features and deed limitations, in order to help simplify management decisions. All areas will be managed to conserve and enhance their unique environment and wildlife habitat while maintaining recreational opportunities. A primary goal of this plan is to provide these for local residents, but the regional draw of the ACFL must be acknowledged as we look to future impacts. Management decision processes must caution against looking to the past rather than the future.

The vast majority of the Community Forest Lands have multiple layers of protection, including the Conservation Easement Program, the City's Critical Areas Ordinance and the Shoreline Master Program, as well as the State's Fish and Wildlife Habitat Conservation Areas. These provide a guarantee to the public that the ACFL is protected for generations. These regulations and the recreational activities described in this plan balance recreation and conservation. The various requirements of these protections greatly assist City staff in continuing to find the balance between recreation and conservation. When areas are considered for acquisition in the the ACFL, the proposed trail plan for these properties will be reviewed via public process with the Forest Advisory Board and then a recommendation to the City Council.

The governance of the ACFL explained in this Forest Plan is supported by the City of Anacortes Comprehensive Plan which may be found here:

<https://www.anacorteswa.gov/245/Comprehensive-Plan>





Little Cranberry Lake

Boundaries: Entire area dedicated as Little Cranberry Park (1964), This area includes John M. Morrison Natural Park along with the associated wetlands. Approximately 257 acres

Restrictions: The majority of this area is land dedicated for “public park purposes only.” The Morrison Natural Park was given with the stipulation that “timber and land never be alienated.” In addition, Little Cranberry Lake is still technically a back-up water supply for the City (see Acquisition section). Its dedication as Cranberry Park in 1964 and the need to maintain water quality argue for very sensitive and careful management.

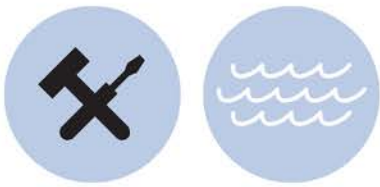
The associated wetlands feed the lake and provide important habitat for waterfowl and other animal life. In addition, the presence of scattered old growth and mature second growth create a very rich and diverse biological zone.

Current Conditions: Little Cranberry Lake is used extensively by hikers, runners, mountain bikers and some horseback riders. Use has increased now that neighborhoods around the lake have been developed. Fishing, from shore and small non-motorized boats, is also popular. Swimming and picnicking are major activities in good weather. The majority of users are local residents. The access, a partially improved but mostly gravel road from Georgia Avenue and West 4th, is only closed during inclement weather. The Comprehensive Trail Plain prohibits motorcycle use in this unit. The lake basin provides a variety of habitats for plants and animals, and wildlife is relatively plentiful. The rocky meadows on both sides of the lake are prime spring wildflower sites.

Projected Use: The lake basin should be reserved primarily for local resident use. Expanded parking should not be developed. Neighborhood and social trail access should be closely monitored. Current low impact uses include hiking, bicycling, horseback riding, and fishing. Picnicking, nature observation and non-motorized boating should also continue. City staff will continue to manage the dam at the north end of the lake as per Department of Ecology regulations.

Action Steps The following measures should be instituted:

- 1.) Provide a permanent restroom facility at the lake access parking lot if permitting allows.
- 2.) Parks staff will work with the Forest Advisory Board to explore options to close a portion of trail #101. This should be done at points between the junctions with trails #131 and #105.
- 3.) Parks staff will work with the Forest Advisory Board on a plan to move trail #106 to higher ground.
- 4.) Continue to remove invasive plants.
- 5.) Explore options to improve ADA access as opportunities arise.
- 6.) Continue to monitor and learn from the natural reforestation of the 2016 burn area.



South Cranberry Lake

Boundaries: All of Section 26 exclusive of those areas in the Little Cranberry Lake Unit, bounded by “A” Avenue on the east and south line of Section 26 on the south. The west boundary is delineated by four City of Anacortes short plats and a small amount of undeveloped private property within the Anacortes city limits. Approximately 460 acres

Restrictions: This unit is comprised entirely of land purchased from the Washington Water Company in 1919. There are no restrictions attached to the original deeds but the entire unit (save for the Old City Dump) is now protected by the Conservation Easement Program. The major wetland in this area (in the southeast corner) drains south, towards Havekost Road and Alexander Beach. Most of this area is not in the Little Cranberry drainage basin.

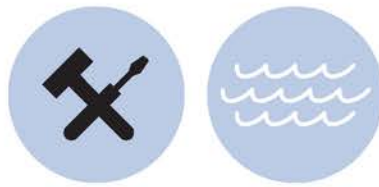
Current Conditions: This area, excluding the old City dump, is used extensively by motorcycles, horseback riders, mountain bikers and hikers.

Projected Use: Current recreational uses will increase, and corresponding trail improvements will be required **due to forecasted population growth.**

Action Steps:

- 1.) Boundaries of adjacent private property ownerships should be posted. In particular, the Predators of the Heart/Because We Matter adjacent property lines should be clearly marked. Signs alerting ACFL visitors to the compound should be updated.
- 2.) There is a unique stand of trees at the property corner of 41st and “A”. This is one of the stands of mature Cedar, Hemlock, White Fir and Douglas Fir in the forest lands and should be preserved.
- 3.) Maintain trail #10 as a fire/emergency access road.
- 4.) The City of Anacortes will continue to work through the Model Toxics Control Act (MTCA) protocol at the Old City Dump as per the Department of Ecology.





Whistle Lake/Fidalgo Ridge

Boundaries: This area includes the northern half of the Whistle Lake basin and all ACFL property north of Whistle Lake in sections 6 and 31. The western boundary is the west line of section 6. The east boundary is comprised of a variety of private parcels in unincorporated Skagit County. The south boundary is a combination of the same, along with the Mt. Erie Conservancy area. Approximately 805 acres

Restrictions: Whistle Lake is a former City reservoir, acquired when Douglas Allmond sold the Washington Water Company to the City in 1919. The lake was used as a storage reservoir for water pumped from the Skagit river. In case of a future water emergency, it may become necessary to use this source again. Consequently, all efforts should be made to maintain the water quality and the wilderness quality of the basin. Parts of this area are also visible from the summit of Mt Erie and on the descent along the Summit Road. This area includes the major ridge seen when traveling west along highway 20 into Anacortes. All forest practices should take visual impacts and watershed management impacts into account.

Current Conditions: Like all areas of the ACFL, trail and lake use at Whistle have increased dramatically since the global events of 2020. While use patterns remain seasonal, local use is still the primary activity most of the time. Most locally-based violations of the ACFL Code involve off-leash dogs. There is also ongoing motorbike use of trails closed to them, as well as unsanctioned use during the November 1-March 31 winter closure.

Whistle Lake does have the famous “cliffs”, enjoyed by thousands every summer. With this extraordinary summer-time popularity comes a variety of challenging issues: alcohol and drug use, smoking, illegal camping and use of cook stoves and exceeding parking capacity. Because of this, City staff end up spending most summer hours in the Whistle Lake area. Parks staff continues to work with the Anacortes Police Department on strategies for visitor safety and voluntary visitor compliance.

Projected Use: The trails will only continue to grow in popularity. Trails in this area should be maintained for current user groups, with exploration of motorized options. Parks and Police staff should focus on dogs on leash enforcement and education, as well as the same for motorized trail use. Water quality will remain an important factor when considering any future uses of the lake.

Action Steps:

- 1.) Continue to work with Public Works and Department of Ecology on bringing the dam into compliance with state regulations.
- 2.) Repair existing trail system based upon current trail plan.
- 3.) Do not expand any parking.



Heart Lake

Boundaries: This area is comprised of the 80 acre North Heart Unit and approximately 435 acres that were formerly Heart Lake State Park. Approximately 515 acres

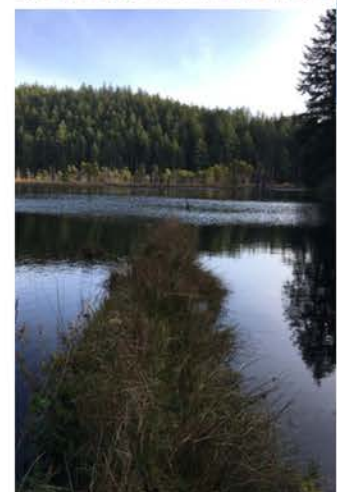
Restrictions: The 80-acre parcel on the northern side of the lake was acquired by the City from the State of Washington to assure access to the outflow from Heart Lake for reservoir purposes. In the past, the City allowed this unit to be logged “except for 300 feet along the road to preserve the scenic beauty.” Visually, this unit is the entry to the magnificent Heart Lake Road corridor. The entire area is protected by a combination of the Conservation Easement Plan and the deed restrictions handed down by State Parks.

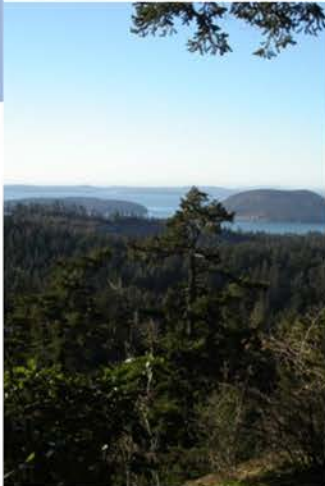
Current Conditions: This trailhead serves as an entry point for almost all ACFL user groups. While there is no trail open for motorized activity that leaves directly from the Heart Lake parking lot, road legal bikes use this as a jump off point, The fishing community, car top boat launchers, equestrians, mountain bikers, hikers, dog walkers and trail runners may all be found here in large numbers. This area is a very important connecting corridor for both people and wildlife between the Little Cranberry area and the Whistle Lake area. Care must be taken to keep only approved trails open. A variety of social trails (mostly hiker shortcuts and mountain bike jumps) continue to take shape in this area, along with a variety of homeless encampments as well as “van life” over night occupancy. Roadside over-nights by vehicles is a common occurrence along the entire Heart Lake Road corridor.

Projected Use: Visitor and local recreation numbers will continue to grow. Improvements to the parking lot will benefit the environment and trail users alike.

Action Steps:

- 1.) Develop ADA access and trails where possible at Heart Lake.
- 2.) Continue to work with law enforcement on illegal forest and vehicle-based encampments.
- 3.) Continue work on improved sanitary services throughout the area.
- 4.) Support the Fidalgo Fly Fishing Club pursuit of year-round fishing on Heart Lake.
- 5.) Seek funding for the repair of trail #311.





S Heart Lake/Ray Auld Dr.

Boundaries: All City property adjacent to Heart Lake Road south of Heart Lake and all City property adjacent to Ray Auld Drive with the exception of 35 acres around the Mt. Erie summit and south and west faces. Approximately 525 acres

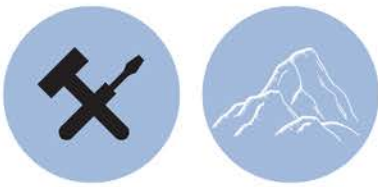
Restrictions: As with the Heart Lake Area, parts of this area were logged in the past between 1940 and 1950 with the stipulation that a 300-foot buffer be left along Heart Lake Road. The 160 acres at the top of Mt. Erie were given to the City for “park purposes” by Gus Hensler and the Kiwanis Club. Mr. Hensler stipulated that his donated 120 acres be a “haven for birds and/or animals”.

Current Conditions: Heart Lake Road (formerly Lake Forest Road) is a scenic corridor. The thoughtful stipulations of past City Councils have preserved a feeling of passage through primeval forests. The summit of Mt Erie serves as a multiple-use park. Thousands of people drive to the parking lot for rock climbing, picnicking, sightseeing, photography, hiking and nature study.

Projected Use: Heart Lake Road, Ray Auld Drive and the Summit Road will continue to be sightseeing destinations.

Action Steps:

- 1.) Maintain trails and continue to enhance access for south Mt. Erie trail, **limited to graveling the trails, improving and updating signage and performing trail maintenance.**
- 2.) Continue road repair to Mt Erie Road.



Mt Erie Summit & S/W Faces

Boundaries: This area is primarily defined by the southern boundary of City property on Mt. Erie, the south shore of Whistle Lake, and the east flanks of Mt. Erie.

Approximately 35 acres

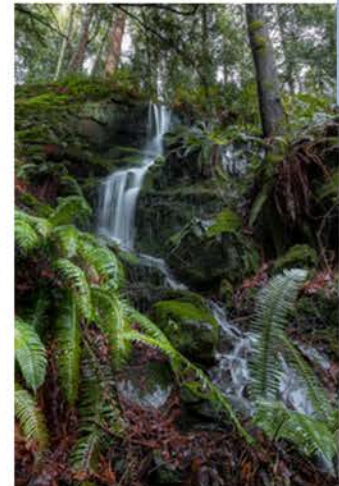
Restrictions: In addition to the Conservation Easement Program, some of the management area includes Kiwanian and Hensler donations and inherits the restrictions that accompany that land.

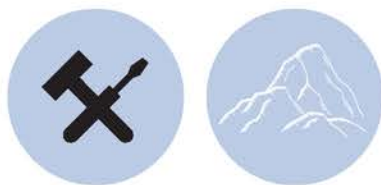
Current Conditions: The summit of Mt. Erie is already a multi-use park. Hundreds of people visit for rock climbing, picnicking, sightseeing, photography, hiking, nature study and hang gliding.

Projected Use: Mt. Erie will continue to be a regional attraction for sightseeing, mountain climbing and scrambling.

Action Steps:

- 1.) Rock face of Mt. Erie is unique in the ACFL as it allows areas for rock climbing and scrambling.
- 2.) Work with Mt. Erie climbing committee on relevant issues as they emerge.
- 3.) Proposed climbing dates should be submitted in advance to the Parks & Recreation Department. If a large number of climbers apply to use the same area at the same time, the Parks & Recreation Department may require the later applicants to re-schedule their use for another date. With the frequency of large and small commercial and non-profit groups climbing the mountain, staff may explore climbing permit options.
- 4.) Post and sign key access points with appropriate notice of rules in effect.
- 5.) Maintain and enhance ADA access to the Summit viewpoints.
- 6.) Placement of fixed anchors, opening new areas to climbing and scrambling, and work parties to maintain climbing routes, etc., shall be approved by the Forest Advisory Board and coordinated with staff. Climbers are asked to "leave no trace".
- 7.) Construct permanent restroom facility at the summit.
- 8.) Install interpretive signage to educate the public about the fragile and unique ecosystem in this area.
- 9.) Work with adjacent landowners to keep trail #247 (the south Mt. Erie trail) open for recreational use and access to climbing areas.





Mt Erie Conservancy

Boundaries: This area is primarily defined by the southern boundary of City property on Mt. Erie, the south shore of Whistle Lake, and the east flanks of Mt. Erie. Approximately 462 acres

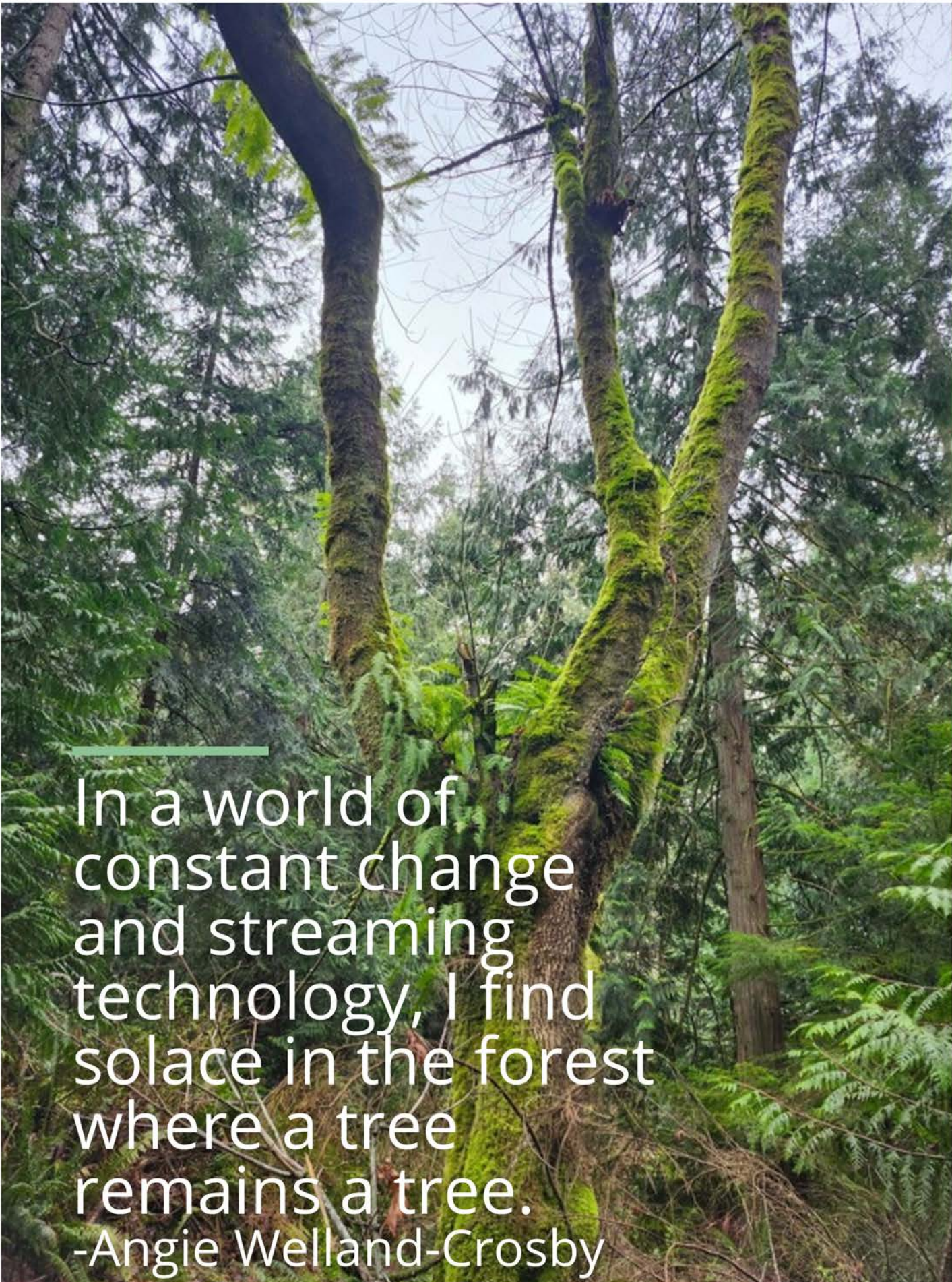
Restrictions: The Conservation Easement Program, along with the marshes at the western and southern edges of the lake provide a relatively isolated habitat. Much of the area is without trails and has been intentionally kept that way due to difficult terrain or to maintain wildlife corridors.

Current Conditions: This is a relatively inaccessible area that has intentionally not received the same density of trails as other places in the community forest lands. It has an old logging road, trail #22 that runs through the northern portion of the area and off that run a few multi-use trails. This includes trail #247 built in 2001 and was reopened after years of closure through agreements with the landowners.

Projected Use: While there is limited motorized trail access, this area should focus on low intensity use: hiking, nature observation, mountain biking and horseback riding on designated trails. Sensitive habitat, difficult access and steep rocky slopes are all reasons to place this unit in a Conservancy/Forest Study designation.

Action Steps:

- 1.) Post signs and erect suitable barriers to restrict intensive use of this area.
- 2.) Work to acquire trail easements or property to maintain a south Mt. Erie trail and provide a connecting route to Heart Lake area.
- 3.) Limit additional trail construction to increase habitat value.
- 4.) Work with users to help them understand the reasons for these restrictions and direct recreational use to other areas.

A photograph of a forest with moss-covered tree trunks and ferns. The image shows several tall, slender tree trunks covered in vibrant green moss. The forest floor is filled with lush green ferns and other vegetation. The background is a dense canopy of trees, with some bare branches visible against a pale sky.

In a world of
constant change
and streaming
technology, I find
solace in the forest
where a tree
remains a tree.
-Angie Welland-Crosby



Management Authority

Goal: To provide efficient and effective management of the Anacortes Community Forest Lands in order to implement the goals and policies of this plan.

Under Council form of government, the City Council has ultimate legal authority and sets policy direction for the City. The Mayor is charged with management responsibility for administration of all City assets under the direction of City Council. The City Council must approve appropriate contracts, asset sales, and use policies.

Within the framework of these legal restrictions, it is recommended that the Forest Advisory Board set use policies and effectively guide management of the Anacortes Community Forest Lands.

Again, ACFL management policies in the City's Comprehensive Plan may be referred to here:

<https://www.anacorteswa.gov/245/Comprehensive-Plan>



Levels of Protection

The Forest Plan provides the goals, policies, and desired management direction for the ACFL. However, it is not the only regulatory authority over the ACFL. The forest lands are additionally protected at the federal, state, and local level.

Federal Level Protection

The United States Army Corps of Engineers (Corps) regulates the discharges of dredged or fill materials into “waters of the United States” (WOTUS), including wetlands and streams, under Section 404 of the Clean Water Act. The purpose of the Clean Water Act is to “restore and maintain the chemical, physical, and biological integrity of the Nation’s waters” and a Section 404 permit (Corps permit) may be required if a proposed project involves filling wetlands or altering streambeds or other WOTUS.

State Level Protection

Applicable state regulations and approvals include compliance with Section 401 of the Clean Water Act for federally regulated wetlands, the state Water Pollution Control Act, and the Shoreline Management Act.

Clean Water Act

For wetlands and streams determined to be a WOTUS, the state certification process under Section 401 of the federal Clean Water Act is usually triggered through a Section 404 permit application. Section 401 directs each state to certify that proposed in-water activities will not adversely affect water quality or violate state aquatic protection laws. In Washington State, the Washington State Department of Ecology (Ecology) is responsible for administering the state certification program.

Water Pollution Control Act

For wetlands and streams that are not considered a WOTUS, Ecology may conduct the state certification process outside of a Section 404 permit application. Under the state’s Water Pollution Control Act (WPCA), Ecology has jurisdiction to control and prevent pollution in waters of the state. According to RCW 90.48.020, waters of the state include “lakes, rivers, ponds, streams, inland waters, underground waters, salt waters and all other surface waters and watercourses within the jurisdiction of the state of Washington.” Ecology regulates wetlands and streams within Washington State regardless of federal jurisdiction and encourages applicants to coordinate with regional staff on projects that have potential impacts on wetlands or streams. For non-federally regulated wetlands and streams, applicants must submit a request for an administrative order to comply with the WPCA. Mitigation, particularly in the context of wetland and stream alterations, is a key component of the WPCA, ensuring that projects minimize or compensate for any negative impacts on water resources.





Shoreline Management Act

Being lakes that are larger than 20 acres, Little Cranberry Lake, Heart Lake, and Whistle Lake are also considered state shorelines, and are further protected by the State's Shoreline Management Act (SMA), which requires all cities with shorelines to develop and implement Shoreline Master Programs (SMPs). The SMA is intended to protect shoreline natural resources against adverse environmental effects. The SMA also requires local governments to designate shoreline areas into different environments, each with specific purposes and regulations. These designations guide development and use to protect shoreline resources and ecological functions. The shorelines within the ACFL are designated either "Natural" or "Conservancy." Per Ecology's SMP Handbook (2017) a "Natural" shoreline designation protects shoreline areas that are relatively undisturbed and have intact ecological functions. A "Conservancy" shoreline designation aims to maintain existing ecological functions and provide opportunities for compatible recreational and other uses.

Hydraulic Project Approval

Any project that would occur in or near a stream or lake in the ACFL, would also need approval from the Washington State Department of Fish and Wildlife (WDFW). According to State law, any activity that would use, divert, obstruct, or change the natural flow or bed of any water, would need to apply for Hydraulic Project Approval (HPA) from WDFW. This includes, but is not limited to, construction and maintenance near water (e.g., building bridges, culverts, etc.) and habitat modifications (e.g., removing aquatic plants, beaver dams, etc.). The purpose of the HPA is to ensure that construction is done in a manner that protects fish and their aquatic habitats.

City Level Protection

Critical Areas Ordinance

The Growth Management Act (GMA) requires all cities and counties to adopt development regulations that protect critical areas. The five types of critical areas defined by the state are: wetlands, fish and wildlife habitat conservation areas (FWHCA) which include streams, critical aquifer recharge areas, frequently flooded areas, and geologically hazardous areas. The ACFL has been designated a habitat of local importance by the City; and therefore, considered a fish and wildlife habitat conservation area (FWHCA). Not only are wetlands and streams within the ACFL protected under the City's Critical Areas Ordinance (CAO) (Anacortes Municipal Code [AMC] 19.70 – Critical Areas), but the ACFL lands as a whole are protected by the CAO. Per AMC 19.70.035, any proposal to modify a critical area and/or required buffer must require a critical area permit unless it qualifies as an exemption.

The CAO also includes regulations specific to the ACFL (AMC 19.70.335.C.1) including but not limited to, prohibiting invasive plants in landscaping plans for adjacent properties; prohibiting new access without approval of the Forest Advisory Board and City Council; restricting burn piles within 300 feet of the Forest Lands; and requiring building setbacks for adjacent properties. Additionally, the CAO states that all proposed alterations to the ACFL must be consistent with the adopted Forest Plan.

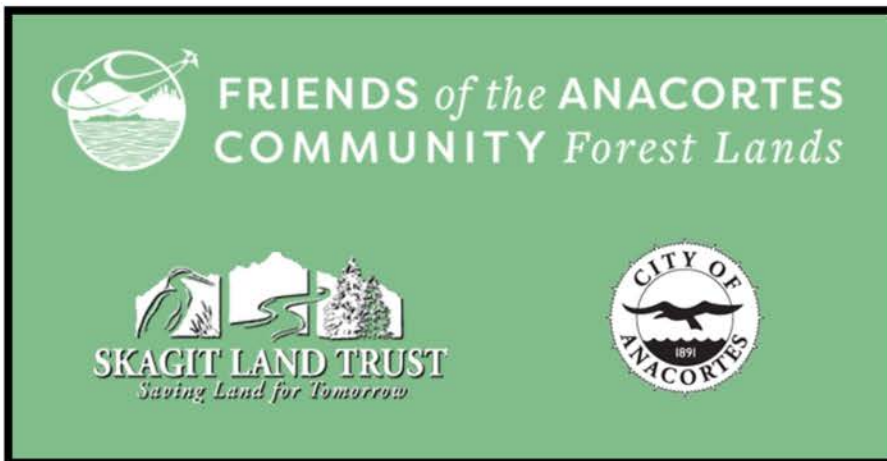


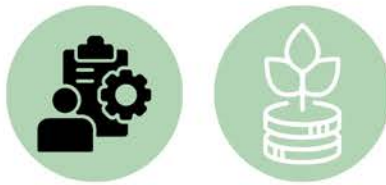


Conservation Easement Program

The ACFL Conservation Easement Program is a partnership between the City, the Skagit Land Trust, and Friends of the ACFL, dedicated to permanently protecting the ACFL. This program allows citizens to donate to preserve land, ensuring its long-term protection and providing funding for forest management. The Skagit Land Trust holds the conservation easements, ensuring the land's conservation values are protected. Friends of the ACFL helps promote the program and educates the community. Donations to the program are used to support forest management and care.

As discussed above, the Forest Plan is just one piece in a wide array of protections and regulations that the forest lands fall under. All development proposed in the ACFL, including bridge and trail construction, will be reviewed at one or more of these levels depending on anticipated impacts. All proposals must follow mitigation sequencing to avoid or minimize impacts, and must not result in loss or decrease of ecological function.





Finance

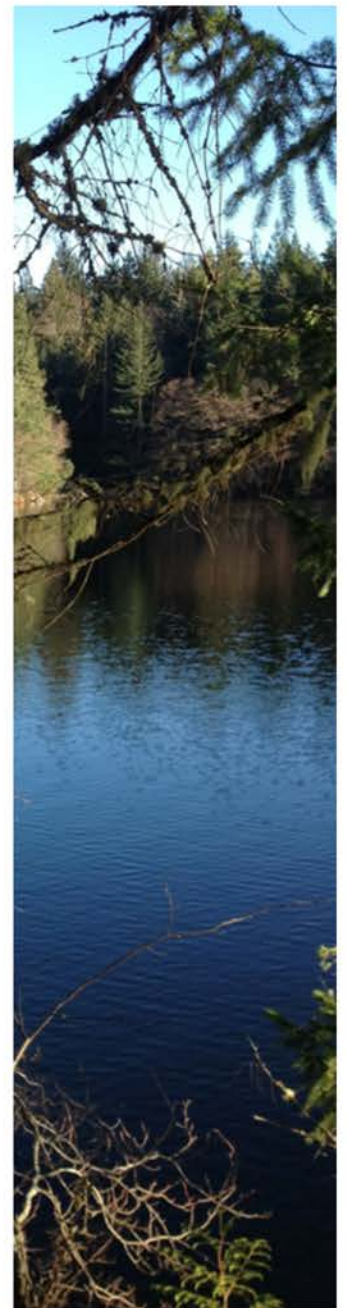
Goal: Funding the ACFL Management will be provided by the annual Parks & Recreation Department Budget.

Policies:

- 1.) Funds 101, 113 and 114 have been established for the management of the ACFL. City ordinance specifies the uses for which these monies may be expended. The funds derived from the Conservation Easement Program and the lease of the ACFL for mining also have specifications and limitations regarding their use.
- 2.) If necessary, special accounts may be set up within the Forest Land Management Fund.
- 3.) Any revenues derived from the Forest Lands shall only be used for Forest Lands management, stewardship, land acquisition and education per City Ordinance 2535.
- 4.) Continue to pursue appropriate grant opportunities as well as partnerships with other public and private entities as recommended by the Forest Advisory Board and approved by City Council.

Projects Included in the Plan:

- 1.) Permanent restroom at Little Cranberry approximate cost: \$300,000
- 2.) Move trail 106 to higher ground approximate cost: \$20,000
- 3.) Maintain two tracks as maintenance and emergency access approximate cost: \$20,000-40,000/year
- 4.) MTCA protocol at the A Avenue Landfill approximate cost: \$735,743 as of this writing from Solid Waste fees
- 5.) Whistle Lake Dam improvements approximate cost: TBD
- 6.) Trail 311 repair approximate cost: \$20,000
- 7.) Heart Lake Shoreline Restoration approximate cost: \$1 million
- 8.) Mt Erie Summit Road repair approximate cost: \$10,000-50,000/year
- 9.) Mt Erie permanent restroom approximate cost: \$300,000
- 10.) Full time ranger approximate cost: \$250,000/year





Enforcement

Goal: The policies and regulations developed in this plan will be enforced by the City of Anacortes.

Policies:

- 1.) The day-to-day maintenance and operations of the ACFL will be managed by the Parks & Recreation Department.
- 2.) City staff will continue to look for ways to permanently fund a fully commissioned Park Ranger whose job it will be to focus on voluntary visitor compliance throughout the ACFL and the City's extensive park system. In the meantime, the ACFL will be patrolled by the City of Anacortes Police Department.
- 3.) The City will emphasize off leash dog patrol whenever possible.
- 4.) Continue community education to help people understand the cost of vandalism and illegal dumping in the Forest Lands and the damage this can do to the environment.
- 5.) Defensively plan facilities to minimize vandalism. Build and design rugged facilities to harmonize with surroundings.
- 6.) Maintain facilities. Rundown areas promote vandalism and destructive behavior.





Law Enforcement

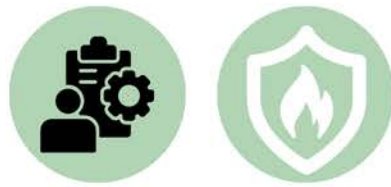
Goal: A full-time, fully commissioned Park Ranger dedicated to the City's Parks and Forest Lands. The job description for this position will allow for maintenance as well as enforcement work.

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 and Police Departments 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 users. The Police Department attempts to have a presence in the ACFL 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, etc., 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.

Policy:

1.) The Parks and Police Departments should continue to work together toward meeting the goal of a full-time dedicated Park Ranger. The Forest Advisory Board will work with the Parks & Recreation Director to encourage and secure funding for this position.





Fire Protection

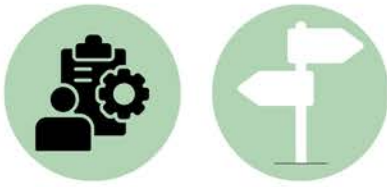
Goal: To protect City Forest Lands from damage or destruction by fire.

Policies:

- 1.) When a possible wildfire in the ACFL is reported, Parks staff initiate the response by notifying the Anacortes Fire Department (AFD). The AFD then becomes the lead and Parks provides support as requested.
- 2.) The City of Anacortes pays an annual Forest Fire Protection Assessment to the WA State Department of Natural Resources(DNR). This assessment helps to pay for the DNR to prepare to fight wildfires. The DNR will suppress any wildfires in our unimproved areas (ACFL) at no additional cost to the City.
- 3.) All firefighters at the AFD are trained and equipped to fight wildfires and most carry state certification at the Wildland Firefighter Type 2 level. In addition to the staff at the AFD, there are two volunteer fire districts on the island that are dispatched on automatic aid to any significant fire event in Anacortes. AFD also participates in a county wide mutual aid agreement with all cities and fire districts within Skagit County. This allows for immediate mutual aid response from all fire suppression units if needed. If a fire event anywhere in the county overwhelms our local resources AFD is eligible to ask for a State Mobilization. When approved, this mobilization will bring any needed resources from throughout Washington State to our assistance.
- 4.) Continue to maintain all two track trails in the ACFL for emergency response as well as maintenance and recreation.
- 5.) Work with Anacortes Fire Department, Friends of the ACFL, the Skagit Conservation District and other relevant organizations regarding wildfire response. There are numerous programs and resources available to the public for the protection of private property against wildfire.
- 6.) Fireworks, smoking, vaping, grilling/cooking/barbecuing of any kind are all prohibited in the ACFL.
- 7.) Explore public education opportunities with the Anacortes Fire Department.

Please see page 54 for additional fire protection measures.





Signs & Markers

Goal: The boundaries of the Anacortes Community Forest Lands shall be clearly marked at trailheads, access points and wherever possible to indicate that users are entering publicly owned property.

Policies:

- 1.) Work with ACFL neighbors on clearly marked boundaries.
- 2.) All access roads and parking areas within the ACFL shall be maintained in a safe manner.
- 3.) All access and egress points should be posted with notification that use of the City of Anacortes lands is governed by certain rules and regulations.
- 4.) Access roads should be blocked by sturdy gate, ditch and berm or other suitable barriers to prevent unauthorized garbage dumping, timber harvesting and creation of mayhem on City lands. Unauthorized uses should be punishable by stiff fines.
- 5.) Continue to place distinctive, visible boundary tags as needed.

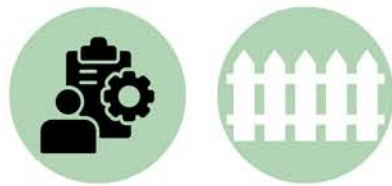
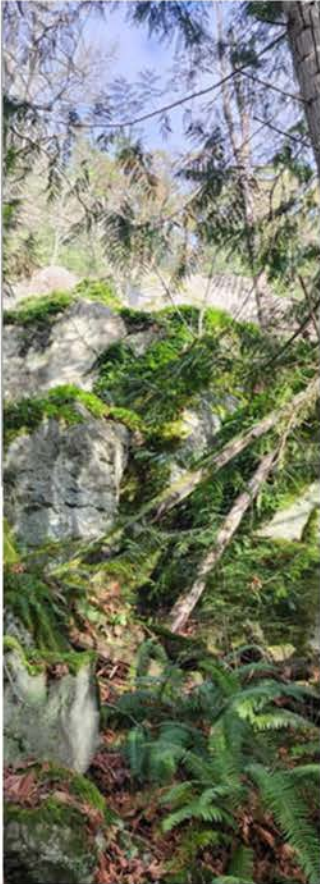


“In recent years, we’ve begun a meaningful partnership with city leaders and departments to develop interpretive signage throughout the community. This collaboration offers a powerful opportunity to honor our shared history while fostering a more informed, inclusive, and connected future for everyone who calls this place home.

This partnership is not just about signs. It is about listening, learning, and working together to create a future that honors the past and enriches our shared community.

We are fortunate to live in a place as beautiful as Anacortes. By telling the whole story and caring for this land together, we can keep it safe, meaningful, and welcoming for those who come after us.”

-Chairman Tom Wooten, Samish Indian Nation, goSkagit article, July 25, 2025



Adjacent Property

Goal: The ACFL should be a good neighbor. All development adjacent to the ACFL is required to follow relevant City, County, State and Federal guidelines, including all appropriate permits, buffers and other environmental protections.

Policies:

- 1.) Work with neighbors on opportunities for buffers and access.
- 2.) Work with neighboring jurisdictions, Skagit Land Trust and private landowners to acquire or protect in an undeveloped state wildlife corridor between the ACFL and other undeveloped and marine habitats.
- 3.) Work with County residents adjacent to the ACFL on access and other issues arising from a shared property line.
- 4.) Any access to the ACFL requires approval from the Parks and Recreation Director along with a recommendation from the Forest Advisory Board.



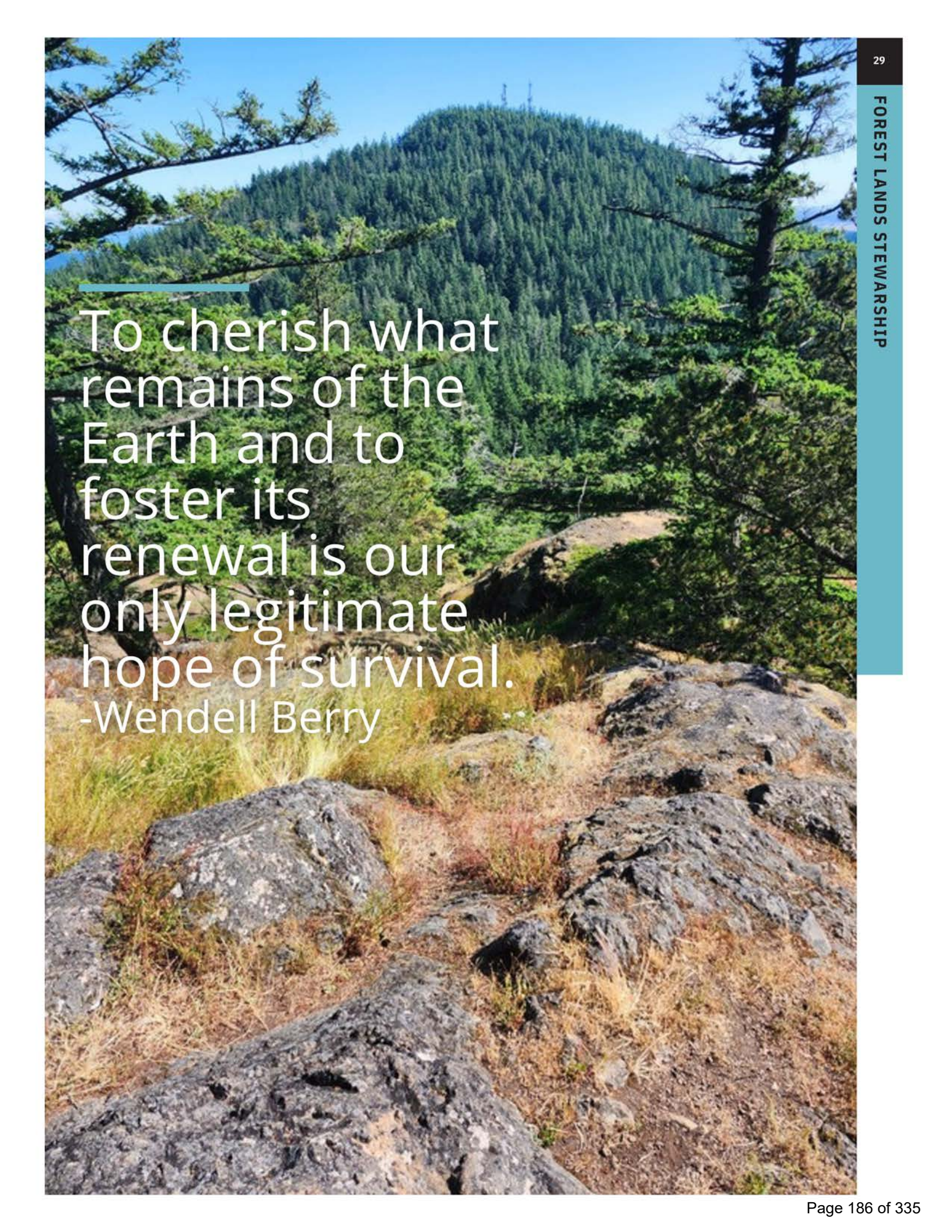
Future Acquisitions

Goal: Assure guaranteed public access to the Anacortes Community Forest Lands. The areas listed below would guarantee future access to areas important for conservation and recreation.

Policies:

- 1.) Consider acquisition of a public access to the rock-climbing route to Mt. Erie. One of the primary recreational uses of Mt. Erie is by rock-climbing groups often numbering up to and over 50 people. Cooperate with private landowners to maintain a non-motorized trail along the south side of Mt. Erie.
- 2.) Prioritize acquisition of land adjacent to the forest lands and acquire or protect by other means all wetlands, streams and ponds that flow into forest lands lakes and wetlands. Priority should be given to acquiring land that is contiguous to the ACFL, provides critical habitat, is part of the drainage system of an ACFL lakes or wetlands, helps connect or improve ACFL trail access, or is an important wildlife corridor.





To cherish what
remains of the
Earth and to
foster its
renewal is our
only legitimate
hope of survival.
-Wendell Berry

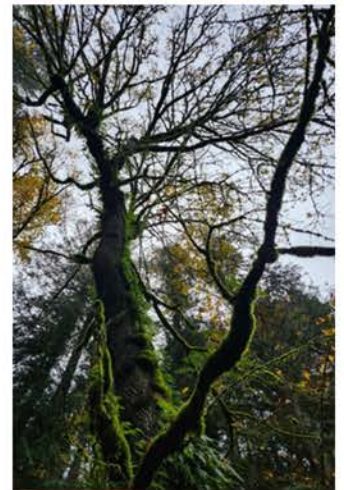


Forest Management

Goal: The Anacortes Community Forest Lands should be managed and protected in perpetuity to insure the maximum benefit to sensitive habitats and wildlife and enjoyment to the citizens of Anacortes.

Policies:

- 1.) The underlying policy must be one of minimum disturbance with respect to the forest, wildlife, and sustainable recreational opportunities. Important “by-products” will include clean air and water and the availability of a forestland setting for citizens’ physical and psychological well-being. For many people, the knowledge that this opportunity exists, whether they ever avail themselves of it or not, is a source of great satisfaction and relief. The increasing urbanization of this area will make this “relief valve” principle a priceless community resource in coming decades.
- 2.) Any direct economic benefit realized in the management of this land should be re-invested to protect the resources.
- 3.) All forest management activities will be conducted to minimize damage to native plant communities and wildlife. Natural processes of growth and succession, with the exception of wildfire, will be encouraged, and any replanting will use species native to that site.





Flora Management

Goal: To maintain, enhance and rehabilitate the native vegetation on City of Anacortes properties.

Policies:

- 1.) Removing trees, shrubs, bushes, flowers or other vegetation from the ACFL is prohibited. Berries or other edibles may be picked from the trail for enjoyment while in the ACFL. Harvesting for home consumption or retail is prohibited. Mushroom harvesting is prohibited.
- 2.) The City should be open to proposals by groups wishing to study these lands in order to provide baseline data on wildlife populations and species diversity. These proposals will be reviewed by the Parks & Recreation Director. The Director will then make a recommendation to the Forest Advisory Board.
- 3.) Identify those areas of particular and/or unique plant species or colonies and restrict use to an appropriate level.
- 4.) An updated list of plant species found on City land should be pursued and made available to the public.
- 5.) Invasive non-native plants should be identified and managed for removal from the ACFL. Volunteers have been and are likely to be relied upon heavily for their work to help keep the forest lands free of these species. Whenever possible, invasive plants should be removed by the roots manually without the use of herbicides. It is prohibited to introduce any plant species into the ACFL without express written approval of the Parks & Recreation Director.



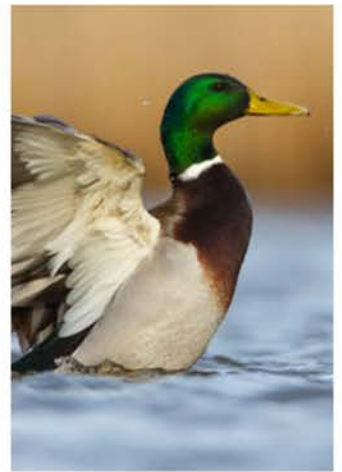


Wildlife Management

Goal: To preserve and enhance the present diversity of wildlife on City of Anacortes Forest Lands.

Policies:

- 1.) No activity shall be permitted which will significantly alter the mixture of habitats that provide a varied and abundant wildlife population.
- 2.) The City should be open to proposals by groups wishing to study these lands in order to provide baseline data on wildlife populations and species diversity. These proposals will be reviewed by the Parks & Recreation Director. The Director will then make a recommendation to the Forest Advisory Board.
- 3.) An updated list of wildlife species found on City land should be pursued and made available to the public.
- 4.) Support the working relationship between the Anacortes School District and the Friends of the ACFL along with other groups seeking appropriate partnerships with the City. Encourage local schools to use City land for nature study. This could include building and setting nesting boxes, passive observation of seasonal wildlife and development of some site-specific curricula.
- 5.) Develop suitable wildlife observation sites in conjunction with recreational development. After a detailed study, observation boardwalks could be built for research, field work and observation by local educational institutions.
- 6.) Identify those areas of particular and/or unique plant species or colonies and restrict use to one or more of the marshes for the purposes of nature study and education.
- 7.) No native wildlife shall be removed from the ACFL. Domestic species or wild animals shall not be placed in the forest lands without review by the Forest Advisory Board and written permission of the Parks & Recreation Department.





Water Management

Goal: To maintain and enhance the water quality of lakes, marshes and wetlands in the Anacortes Community Forests.

Policies:

- 1.) New trail construction requires review and approval by the Parks and Recreation Director, including a public review process via the Forest Advisory Board and eventual approval by the City Council.
- 2.) Improve existing trails to minimize erosion. Where necessary, obliterate trails which are causing undue resource damage.
- 3.) All Critical Area Ordinance regulations, along with a comprehensive list of other local, State and Federal guidelines, will be met when designing and building a new trail is required.
- 4.) All Critical Area Ordinance regulations, along with a comprehensive list of other local, State and Federal guidelines, will be met when maintenance demands moving any portion of an existing trail.
- 5.) Whistle Lake, Heart Lake, and Little Cranberry Lake are back-up supplies of water in case of an emergency. All management activities in the watersheds of these lakes must take this into account.
- 6.) Work with other City departments and neighboring developments to eliminate run off of contaminants into ACFL watersheds.





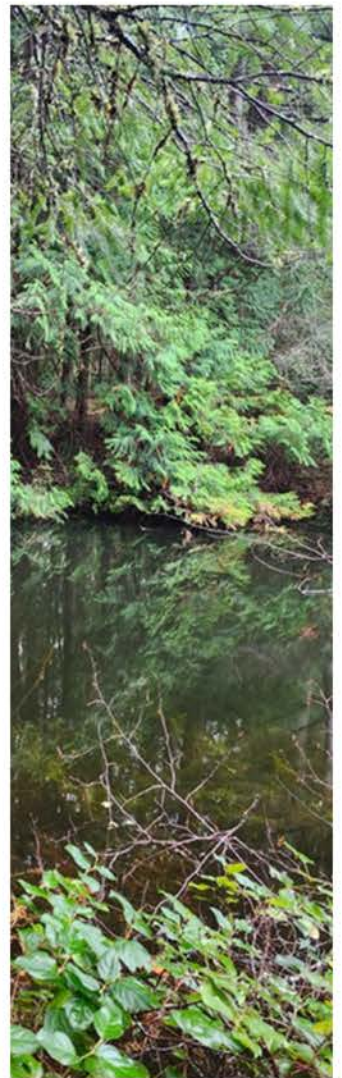
Education

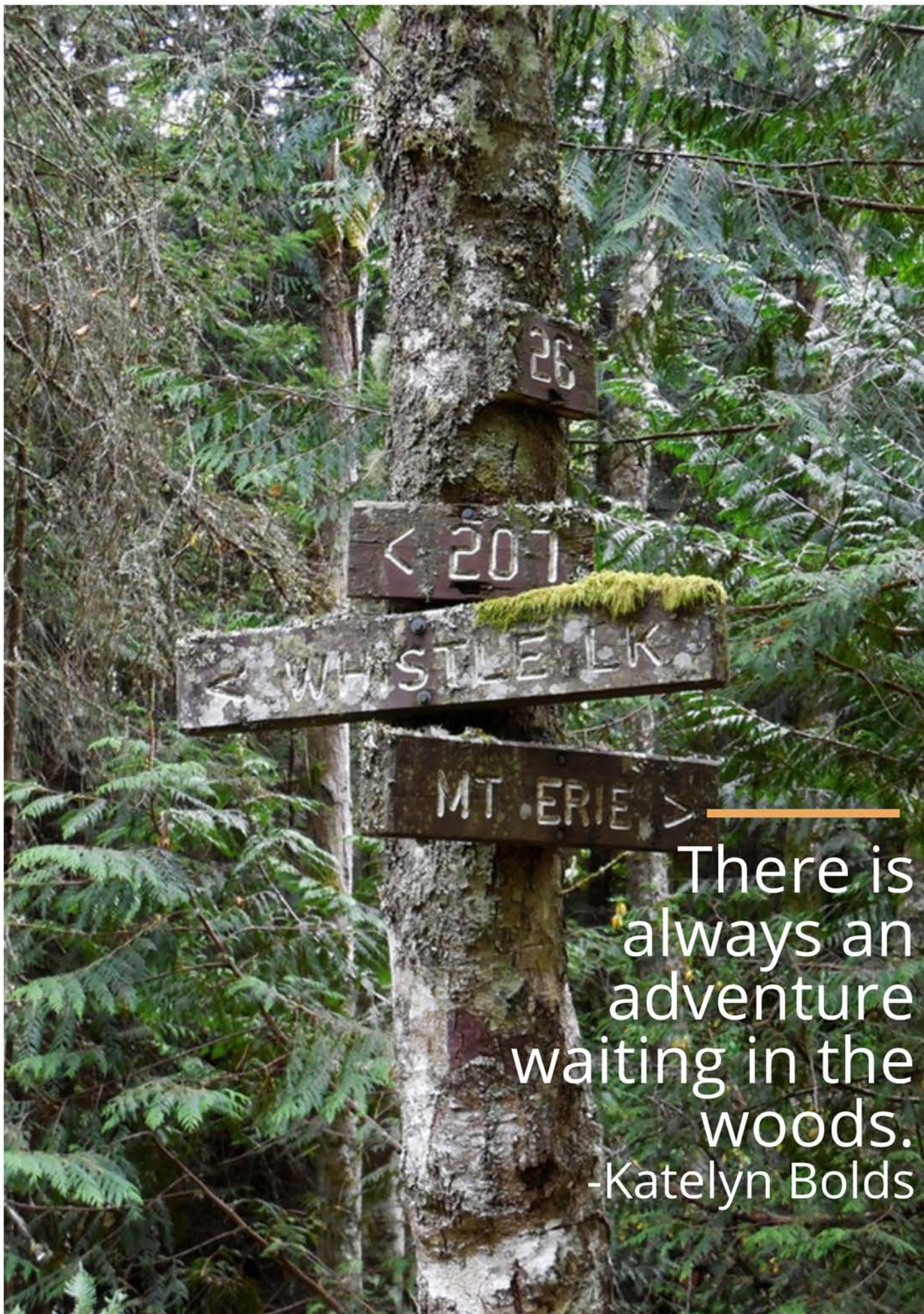
The decades-long partnership between the Friends of the ACFL and the City of Anacortes has proven to be an invaluable experience for the Anacortes School District students and the local community.

Goals: Continue to support the education, outreach and stewardship efforts of the Friends of the Anacortes Community Forest Lands as a civic partnership. The ACFL shall continue to be made available for community forest education that encourages stewardship of our natural resources, a conservation ethic, and deeper understanding of our unique forest ecology. Continue to develop the working relationship between the Samish Indian Nation and the City of Anacortes. The City and the Samish have been building a very positive working relationship over the past several years. The City should continue to respectfully reach out to the Samish for a variety of cultural, historical and educational processes.

Policies:

- 1.) Continue to collaborate on ACFL land use projects with the Samish Nation prior to pursuing permitting for same.
- 2.) Encourage joint cooperative arrangements with the Anacortes School District, local colleges and universities and local non-profit organizations to use these lands for ongoing research projects by students and faculty.
- 3.) Teaching our young people about the recreational and natural values of the forest lands will continue to develop generations instilled with a sense of stewardship that will only enhance the long-term health of the ACFL and its recreational opportunities.
- 4.) Provide physical infrastructure as appropriate to support environmental education efforts.





There is
always an
adventure
waiting in the
woods.
-Katelyn Bolds

Recreation



Trail System

Goal: Maintain a shared use recreational trail system in City forest lands.

Policies:

- 1.) Trail maintenance should focus on improving the condition of current trails. New trail construction should be minimized and only pursued when a reroute is an improvement for both the natural forest and trail users.
- 2.) Continue to work with local non-profit organizations and other properly managed volunteers on trail repair projects.
- 3.) Maintain a supply of current ACFL maps at the Parks & Recreation City Hall office. These maps are to be sold, with the price to be determined by the Parks & Recreation Director or designee. Other businesses, non-profits and information centers may purchase the maps from the Parks & Recreation Department for resale at their respective locations. Purchase price for these organizations also determined by the Parks & Recreation Director or designee.
- 4.) ACFL maps should summarize Forest use policies. Trail maps should be updated and improved as new trails are identified and trail maintenance must be increased to accommodate the greater use.
- 5.) Obtain easements for current-use trails where they cross onto private property. Work with adjacent owners to prohibit, control or allow current use. Minimize conflicts by working with user groups.
- 6.) Post regulatory signs at all entry points, trail junctions and where trails cross onto private property.
- 7.) No new trail access will be established into the ACFL from private property without review by the Forest Advisory Board and written permission from the Parks & Recreation Director.
- 8.) Work with Skagit County, the State of Washington, other City departments and other entities to establish linkages between the ACFL trail system and other trails to provide continuous recreational and non-motorized transportation options across Fidalgo Island.
- 9.) Hours for public access in the ACFL are 6am to 10pm.



Climbing



Goals: Maintain and enhance climbing areas on Mt. Erie while conserving the unique environment and habitat on the summit and South and West faces; Continue to explore options for a reservation system for all commercial climbing groups; Work with the Mt Erie Climbing Committee to establish a climber capacity for the mountain.

Policies:

- 1.) Climbing and scrambling shall be restricted to the Mt. Erie summit and South and West Face Management Area.
- 2.) Maintain a Mt. Erie Climbing Committee consisting of five members including: three members representing climbers and/or scramblers, one naturalist and one at large Anacortes citizen. At least two of the climbers shall be residents of Anacortes. At least one of the climbers shall be a climbing instructor. All climber members of the committee shall have substantial experience climbing on Mt. Erie. Each representative shall be appointed by the Forest Advisory Board and the Parks & Recreation Director. The duties of the Mt. Erie Climbing Committee are:
 - A.) Assist staff and the Forest Advisory Board with regulation of fixed bolting, creation of new belay platforms, opening new climbing areas and other relevant issues.
 - B.) Be available to represent their user group at Forest Advisory Board meetings when issues affecting climbing and scrambling arise.
 - C.) Be available to organize volunteer work parties with this user group when needed on Mt. Erie. All maintenance projects must be approved in advance by the Parks & Recreation Director.
 - D.) User restrictions and methods to appeal decisions should follow the outline and applicable guidelines discussed in the Anacortes Community Forest Lands Comprehensive Trail Plan.



Motor Vehicles

Goals: To ensure the safety of all trail users, preserve trail conditions and natural resources, and provide clear guidance on the appropriate use of motorcycles, gas and electric.

Definition (per SB 6110, effective June 11, 2026)

Electric motorcycles are motor vehicles propelled solely by electric motors and lack functional pedals. New legislation (HB 2374/SB 6110) strictly defines e-bikes as having a maximum of 750 watts and top speeds of 20–28 mph; anything exceeding these specs—or lacking pedals—is classified as a motorcycle requiring licensing and registration.

Policies:

- 1.) All access points into City property shall be gated or blocked to prevent unauthorized vehicular access.
- 2.) No unauthorized motor vehicles (cars, trucks, and ATV's) will be allowed on ACFL roads.
- 3.) Motorcycles are prohibited on all ACFL trails from November 1 to March 31 due to seasonal closure. Motorcycle engines over 250cc are prohibited. Street legal dual sport motorcycles shall be exempt from the 250cc size limitation. Only four-cycle engines are allowed in the ACFL.
- 4.) ~~Staff will work with the Forest Advisory Board on electric motorcycle policies.~~
- 5.) All City of Anacortes fleet vehicles are allowed on properly designated two-track for maintenance and emergency response. Other public agency vehicles may be approved for temporary access as circumstances demand.
- 6.) Volunteer vehicles may receive temporary permission from the Parks & Recreation Director or designee, to participate in specific projects.
- 7.) Prohibit all motorized use of the ACFL trail system except sanctioned maintenance, emergency and motorcycle use approved by the trail plan.
- 8.) Continue to work with the ACFL Trail Committee on updating motorcycle policies.
- 9.) Current cc and four-cycle engine policies could be studied and reviewed.
- 10.) Temporary permission for a controlled study may be considered by the Forest Advisory Board, with final approval coming from the Parks & Recreation Director.
- 11.) Review current route options for motorcycles. Changes may be suggested to improve trail-use flow for all user groups.





E-bikes

Goals: To ensure the safety of all trail users, preserve trail conditions and natural resources, and provide clear guidance on the appropriate use of electric bicycles (e-bikes). ~~and electric motorcycles.~~

Definitions (per RCW 46.04.169)

- Class 1 E-Bike: Pedal-assist only; motor ceases to assist at 20 mph.
- Class 2 E-Bike: Throttle-assisted; motor ceases to assist at 20 mph.
- Class 3 E-Bike: Pedal-assist only; motor ceases to assist at 28 mph.
- ~~Electric Motorcycle: Motorized two-wheeled vehicle powered by electricity; not classified as an e-bike.~~

Policies:

- 1.) Class 1 E-bikes allowed on bicycle designated trails with year-round access.
- 2.) Class 2 and 3 E-bikes allowed only on motorcycle approved trails and during the open season only: April 1-October 31.
- ~~3.) Electric motorcycles allowed only on motorcycle approved trails and during the open season only: April 1-October 31.~~
- 4.) All riders must obey posted signage and trail regulations.



Fishing

Goals: Provide access to fishing in Little Cranberry, Heart and Whistle Lakes; Continue to support the efforts of the Fidalgo Fly Fishing club to make Heart Lake open year-round for fishing, as Little Cranberry and Whistle lakes are.

Policies:

- 1.) Develop or improve limited access points for fishing City-owned lakes.
- 2.) Prohibit use of any combustion engines on Whistle Lake, Little Cranberry Lake and Heart Lake.
- 3.) Continue to work with the Washington Department of Fish and Wildlife on short- and long-term goals for recreational fishing on Heart, Whistle and Little Cranberry lakes.
- 4.) Monitor fish population in conjunction with water-quality monitoring program. There are seven major lakes on Fidalgo Island. Each has a particular recreational and fisheries value. Heart Lake is a well-known trout-fishing lake. Campbell Lake and Lake Erie both have boat launch facilities and are managed for spiny-ray and trout. Pass Lake is a fly-fishing only lake adjacent to Highway 20. Trafton Lake (Crater Lake) is surrounded by private property. Little Cranberry Lake is accessible by automobile and is actively used for fishing. Whistle Lake is the only lake not impacted by automobile access. Whistle Lake will be reserved for a more “primitive” recreational experience.





Picnicking

Goal: To allow picnicking at designated walk-in areas.

Policies:

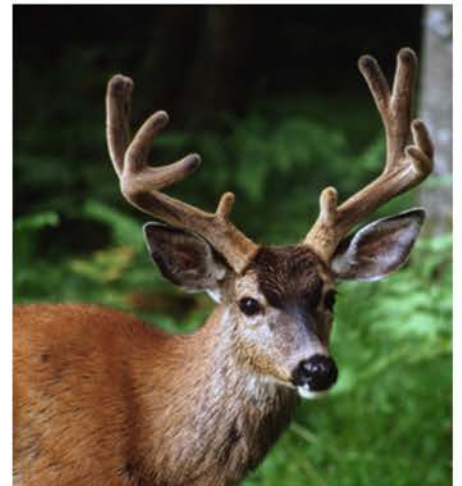
- 1.) Provide garbage, recycling and sanitary facilities where appropriate. Fires and barbeques are prohibited.
- 2.) Prohibit camping throughout the ACFL.
- 3.) Develop at least one walk in picnic site for local use.
- 4.) There are a few picnic tables in the ACFL and they may be used on a first come, first served basis.
- 5.) Any new picnic tables in the ACFL shall require the recommendation of the Forest Advisory Board and the approval of the Parks & Recreation Director.
- 6.) Off trail picnicking is prohibited.
- 7.) There are a few informal clearings in the ACFL where a picnic will be easier to execute.





Hunting & Trapping

Hunting and trapping are not allowed on City land. Resolution No. 968, adopted December 7, 1987 and amending Resolution No. 663, prohibits all hunting, trapping and discharge of firearms on Anacortes Community Forest Lands.





Other Activities

Goal: To use the Anacortes Community Forest Lands for dispersed low-intensity recreational activities.

Policies:

- 1.) Developed parks sites in Anacortes allow the opportunity for group games and activities such as baseball, soccer, basketball, tennis and other sports. There is no need to develop these sorts of facilities on City Forest lands.
- 2.) Deception Pass State Park and Washington Park offer an opportunity for overnight recreational camping. It is not appropriate to develop any facilities of this sort in the ACFL.
- 3.) Possession or consumption of alcohol is prohibited in the ACFL.
- 4.) Recreational groups in excess of 25 participants shall apply for a permit from the Anacortes Parks & Recreation Department under the Special Events section of the Anacortes Municipal Code. City staff will review all requests with the Forest Advisory Board.
- 5.) Commercial activities in the ACFL that do not violate existing policies may be permitted by the Parks & Recreation Director in consultation with the ACFL Advisory Board.



Comprehensive Trail Use Plan

This comprehensive trail use plan builds upon the plan originally created for the 1991 Forest Lands Management Plan. It is designed with a sense of stewardship for native flora and fauna in the Community Forest Lands and the need to balance multi-use recreational activities. The goal of this plan is to ensure the protection of the ACFL and provide a range of recreational activities.

Little Cranberry Area

Rationale

The Little Cranberry Lake Area of the ACFL includes a number of environmentally sensitive areas. There is one lake, three large beaver ponds, and numerous smaller wetland areas, which support diverse wildlife populations. There are also a number of rocky bluffs covered by thin soils and small meadows of native wildflowers. To protect these sensitive environments, the trail plan for the Little Cranberry Unit directs the heaviest usage to the South end. All terrain vehicles (ATV's) are prohibited on all Forest Lands Trails.



Hikers & Walkers

All Little Cranberry Unit trails are open to pedestrian users. Those wishing to avoid other trail users may wish to use some of the pedestrian-only trails. The pedestrian-only trails are as follows:

- 1.) The 101, 102, 105, 11 and 106 loop around the lake shore of Little Cranberry.
- 2.) Trail 103, 133 the Morrison Forest Nature Trail.
- 3.) Trail 122, the Mine Shaft Trails.
- 4.) Trail 123, along the east shore of the Big Beaver Pond.
- 5.) Trails 130 and 131 on the west side of Little Cranberry.
- 6.) Trail 125 on the south shore of Big Beaver Pond.

Horses

Horses are allowed on most Little Cranberry Area trails. As with mountain bikes and motorcycles, horses are prohibited in some trails near shorelines and areas where the terrain does not accommodate horse access. Horses are permitted on the following trails:

- 1.) Trails 100, 127, 128, 105 and 104 around Little Cranberry Lake.
- 2.) Trails 106, 107, 108, 109, 110, 129, 10, 11, and 12 around Big Beaver and Little Beaver Ponds.
- 3.) Most trails in the South Cranberry area south of the beaver ponds, this includes trails 113, 114, 115, 117, 118, 120, 124, 126, 134 and 135.

Mountain Pedaled Bikes

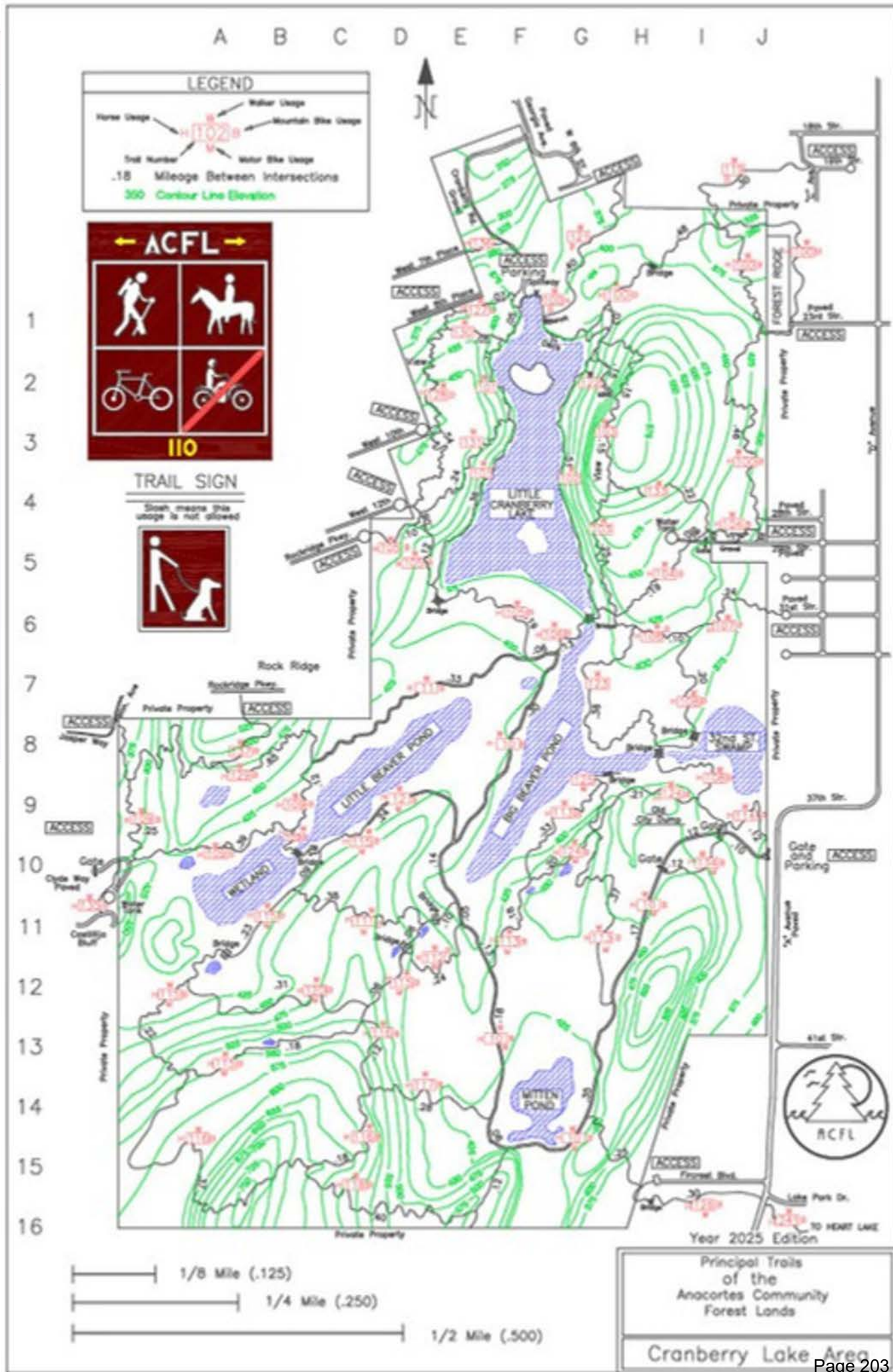
Pedaled bicycle use is allowed on many trails throughout the Little Cranberry area. **Mountain pedaled** bikes are permitted on the following trails:

- 1.) Trails 104, 105, 106, 107, 108, 109, 110, 119, 121, 129, 10, 11, and 12 near Little Cranberry Lake, the Big Beaver and Little Beaver Ponds.
- 2.) Most trails in the South Cranberry area south of the beaver ponds, this includes Trail 113, 114, 115, 116, 117, 118, 120, 124, 126, 134 and 135.

Motorcycles

Motorcycle use must remain in the South end of the Little Cranberry Area. Access is provided to the south end via Trail 10 at the Old City Dump. Motorcycles are permitted on the following trails:

- 1.) Many trails in the South Cranberry area south of the beaver ponds; this includes trails 12, 111, 115, 120, 134.
- 2.) Trail 10, south of trail 12.
- 3.) Sections of trail 113 and trail 124.



Trail#	Location	Trail Mileage	Physical Rating	Technical Rating	Trail Description	○ Easiest	□ More Difficult	△ Most Difficult
10	I-11	1.8	○	○	Two Tracks - Flat - Small Hills			
11	B-8	.36	○	○	Two Tracks - Flat			
12	B-9	.34	○	○	Two Tracks - Flat			
100	B-11	1.12	○	○	Single Track - Flat - Small Hills - Rusty			
101	E-3	.58	○	○	Single Track - Flat - Small Hills - Rusty - Rusty - Walkers Only			
102	B-4	.31	○	○	Single Track - Flat - Small Hills - Rusty - Rusty - Walkers Only			
103	B-3	.30	○	○	Single Track - Flat - Small Hills - Rusty - Rusty - Walkers Only			
104	H-5	.18	○	○	Single Track - Flat - Rusty			
105	F-6	.41	○	○	Single Track - Moderate Hill - Flat			
106	F-7	.19	○	○	Single Track - Flat - Small Hills - Rusty - Beaver Dam			
107	I-4	.24	○	○	Single Track - Flat - Small Hills - Rusty			
108	I-8	.40	○	○	Single Track - Flat - Small Hills - Rusty			
109	B-6	.36	○	○	Single Track - Flat - Small Hills - Very Rusty			
110	B-10	.08	○	○	Single Track - Flat - Small Hills - Some Rocks - Beaver Dam			
111	C-11	.36	○	○	Single Track - Flat - Moderate Hills - Very Rusty			
112	D-12	.24	○	○	Single Track - Flat - Small Hills - Very Rusty			
113	G-10	.86	○	○	Single Track - Flat - Moderate Hills - Very Rusty - Rusty			
114	J-10	.12	○	○	Single Track - Flat - Some Rusty			
115	A-13	.84	○	○	Single Track - Flat - Small Hills - Some Rocks			
116	C-12	.67	○	○	Single Track - Steep Hills - Some Rocks			
117	D-14	.28	○	○	Single Track - Steep Hills - Some Rocks			
118	B-16	.52	○	○	Single Track - Steep Hills - Rusty			
119	J-1	.25	○	○	Single Track - Flat - Small Hills - Some Rocks			
120	B-12	.31	○	○	Single Track - Flat - Steep Hills - Rusty			
121	G-1	.48	○	○	Single Track - Flat - Moderate Hills - Rusty			
122	G-2	.10	○	○	Single Track - Steep Hills - Rusty - Old Copper Mine - Walkers Only			
123	G-8	.36	○	○	Single Track - Flat - Small Hill - Rusty - Walkers Only			
124	G-10	.41	○	○	Single Track - Flat - Moderate Hills - Some Rocks			
125	G-9	.05	○	○	Single Track - Flat - Small Hill - Rusty - Walkers Only			
126	I-16	.65	○	○	Single Track - Flat - Moderate Hills - Rusty			
127	E-1	.07	○	○	Single Track - Flat - Small Hills - Some Rocks			
128	D-5	.62	○	○	Single Track - Flat - Moderate Hills - Rusty			
129	A-5	.05	○	○	Single Track - Steep Hills - Some Rocks			
130	E-1	.05	○	○	Single Track - Flat - Some Rocks - Walkers Only			
131	E-3	.24	○	○	Single Track - Flat - Steep Hills - Rusty - Rusty - Walkers Only			
132	H-4	.22	○	○	Single Track - Flat - Steep Hills - Some Rocks - Walkers Only			
134	I-10	.12	○	○	Single Track - Moderate Hill - Flat - Rusty			
135	A-11	.12	○	○	Single Track - Moderate Hill - Flat			
136	E-1	.10	○	○	Single Track - Flat			
137	A-8	.18	○	○	Single Track - Steep Hills - Rusty - Rusty			

ACFL HISTORY

Acquisition of the Anacortes Community Forested Lands began early in the century when several large parcels were donated to the City for public park purposes. Douglas Almond, John Morrison, Gus Herder, Fredrick, Tom and others donated substantial personal holdings to the people of Anacortes. In addition to these generous donations of early citizens, the City of Anacortes purchased several large parcels in 1919 from Douglas Almond's Washington Power and Light Company. This land, often referred to as an abandoned mill, was held to protect the town, which was used as a water supply for the City. An Anacortes Community Forest Plan was adopted in June 1987, revised in May 1991, 2003 and revised again in 2021 by City Council. The City's forest lands are to be managed for scenic, aesthetic, and recreational uses. A five-member Mayor-appointed ACT, advisory board oversees the implementation of the management plan, and develops policies for the appropriate use of the city's forests. The Anacortes Parks and Recreation Department manages the ACFL. Please direct any questions/comments to the Forest Lands Manager at 360-299-1453

PLEASE REMEMBER

Hunting, trapping, shooting, camping, campfires, woodfires, fireworks, consumption of alcohol, tobacco, and motorized vehicles, including 2 cycle motorcycles, 3 and 4 wheel ATVs, are PROHIBITED in the Anacortes Community Forested Lands. Keep pets leashed at all times in the ACFL and pick up of domestic animal waste. The Forest Advisory Board meets at 6:00 p.m. on the first Thursday of each month, at City Hall. All meetings are open to the public.

ACFL TRAIL USE RESTRICTIONS

Shared use trails are essential to the management philosophy of the ACFL. Please review your map carefully as not all trails are open to all user groups. Your courteous regard for other users and user groups will ensure all of our enjoyment of this wonderful trail system for many years to come. If you have any questions about trail etiquette, the Forest Manager would be very happy to answer them.

A few quickies

- Please remember that you are a visitor in the woods. The native animals and plants deserve to thrive here and need your respect.
- If you pack it in, pack it out. Leave only footprints and take only memories.
- Mountain bikers, keep your speed reasonable, don't lock up your brakes, and get off your bike and talk to all passing hikers.
- Hikers, stay on the trails.
- Horses riders, please ride with care as our trails have more users on them every day.
- Motorcycles, your group is completely closed trail. Keep your speed under 15 mph and work on PR for your user group.
- Do NOT to insert any forest fire or other emergencies in the ACFL.
- ACFL hours 8 AM to 7PM
- MOTORCYCLE CLOSURE - Nov. 1st, to March 31st

Opportunities to Protect the ACFL

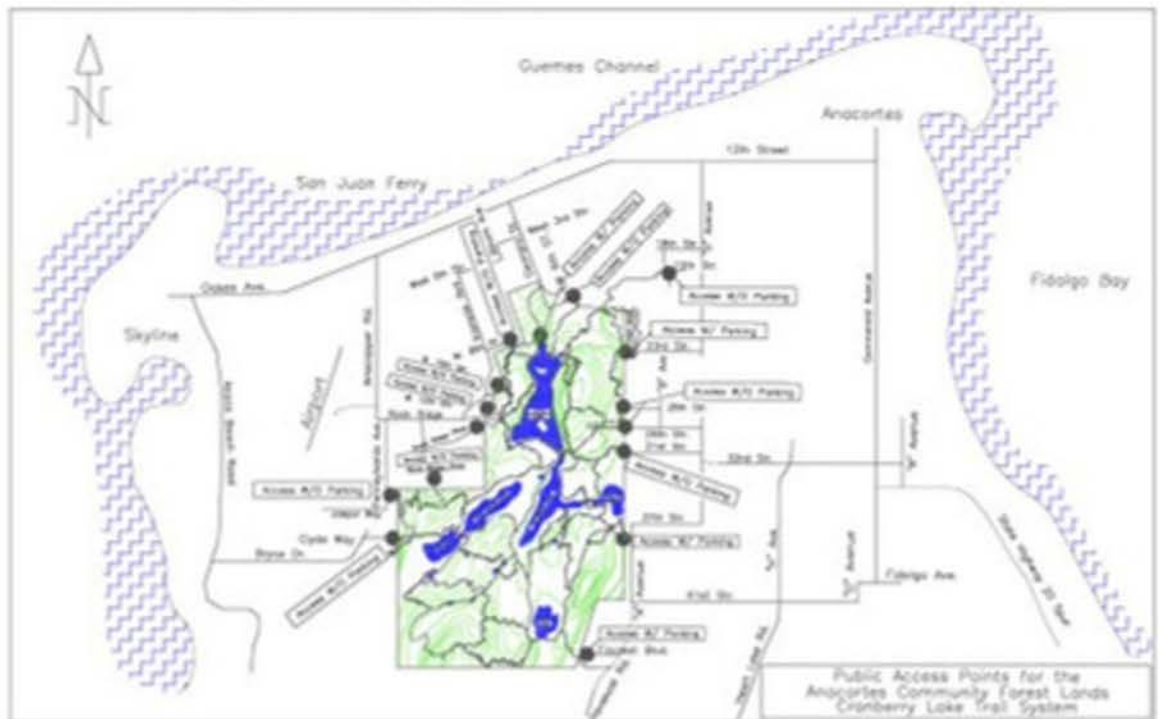
THE CONSERVATION EASEMENT PROGRAM: The CCP gives for conservation easements to be placed on ACFL, bringing in a direct result of your donation. For every \$1,000 put toward the CCP, another ACFL acre is protected forever. Donate \$1,000 or more, and you may request a grove to be protected either in your name, or in honor of a loved one. Any amount makes a difference.

VOLUNTEER TRAIL WORK: help fly the flag of the ACFL, by being a positive trail role model and educating others as to how to properly enjoy recreation opportunities here.

VOLUNTEER WORK PARTIES: These happen at least quarterly, and are well publicized in the local media.

FRIENDS OF THE FOREST: This grass roots political action group's main focus is funding and managing the ACFL, education program.

CONTACT THE FOREST LAND MANAGER WITH ANY QUESTIONS ABOUT THESE TERRIFIC OPPORTUNITIES.



Whistle Lake Area

Rationale

The Whistle Lake Area includes deep forest areas, a beautiful lake, a swamp, mountainous bluffs with native wildflowers, and numerous trails. This relatively undisturbed area must be protected from over-use, thus our trail designations direct most non-pedestrian usage to wide forest trails and old skid roads. All-terrain vehicles (ATV's) are prohibited on all Forest Lands Trails.



Hikers & Walkers

All Whistle Lake Area trails are open to pedestrian users. Those hikers seeking to avoid other trail users may wish to use some of the pedestrian-only trails. The pedestrian-only trails are as follows:

- 1.) Trail 246 at the cliffs is hiker only.
- 2.) Trail 205, along the East shore of Whistle Lake from the end of 20 to the intersection with Trail 29.
- 3.) Trail 215, from its Southern access on Mt. Erie Road to the top of Sugarloaf.
- 4.) Trail 214, the Ray Auld Trail.
- 5.) Trail 227, 228 and 238 near the Sugarloaf meadow, and Trail 216 which leads to the summit of Mt. Erie.

Horses

Horses are allowed on most Whistle Lake trails. As in other areas horses are prohibited near the shorelines and in sensitive meadow areas. Horse use is permitted on the following trails.

- 1.) Trails 20, 21, 22, 26, 27, 28, 29, 201, 202, 203, 206, 207, 218, 219, 225, 226, 229, 231, 232, 234, 235, 237 and 245; trail 233 where it is a double track trail; trail 204 along the West edge of Whistle Lake, to trail 203; trail 217 but must turn on trail 245 before heading west to Whistle Lake.
- 2.) Horses are only permitted on Trail 205 on the stretch of trail between Trail 22 and Trail 206.
- 3.) Horses climbing Sugarloaf must access 215 from its north end at the base of Ray Auld Drive. Near the top of Sugarloaf, horses must be left in the marked wooded intersection on Trail 226. Leaving horses at this intersection and walking out to the viewpoint will protect the meadows and native wild flowers.
- 4.) Horses are prohibited on Trail 217 on the stretch from 245 to 205.

Mountain Pedaled Bikes

Mountain-Pedaled bikes are allowed on most Whistle Lake Unit trails. Mountain Pedaled bike use is permitted on the following trails:

- 1.) Trails 20, 21, 22, 26, 27, 28, 29, 201, 202, 203, 204, 206, 207, 217, 218, 219, 225, 226, 229, 231, 232, 233, 234, 235, 237, 245, 247 and 248; trail 205 except the section along the shore of Whistle Lake from trail 20 to trail 29.
- 2.) Mountain Pedaled bikes are prohibited on Trail 215 from its southern access on Ray Auld Drive, to the top of Sugarloaf. Mountain Pedaled bikes climbing Sugarloaf must access trail 215 from its north end at the base of Ray Auld Drive. Near the top of Sugarloaf, mountain bikes must be left in the marked wooded intersection at trail 226. Leaving bikes at this intersection and walking to the viewpoint will protect the meadows and native wildflowers.

Motorcycles

Motorcycles are allowed on a number of Whistle Lake Area trails. Motorcycles are permitted on the following trails:

- 1.) Trails 20, 21, 22, 27, 28, 29, 201, 206, 231, 232, 234, 235, 237, and 245.
- 2.) There is no motorcycles access to the cliffs at Whistle Lake.
- 3.) Motorcycles are prohibited on Trail 207 except that portion between Trails 230 and 21.
- 4.) Motorcycles are prohibited on most of Trail 205, except that portion of 205 between its intersection with trails 206 and 22. Motorcycles are prohibited on Trail 202 (through the Sugar Cube meadow) except the section between Trail 231 and Trail 27.
- 5.) Motorcycle use is prohibited on Trail 215. Trail 226 is open to motorcycles approaching Sugarloaf from the east until it intersects with Trail 238. Leaving motorcycles at this intersection and walking to the viewpoint will protect the meadows and native wildflowers.

A B C D E F G H I K L M N O P Q R S T U V X Y Z

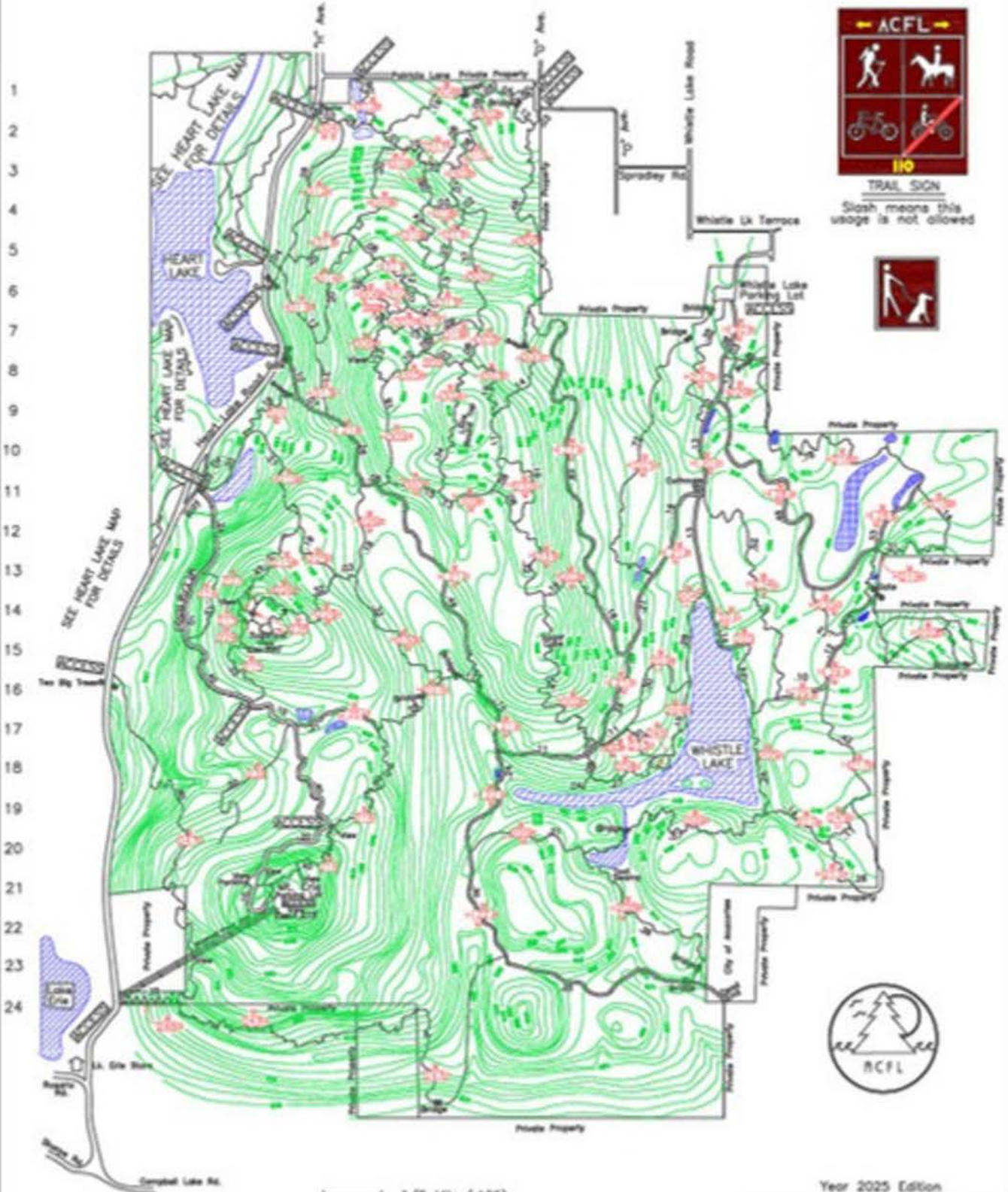


LEGEND

- Trail Usage: Hike Usage, Water Usage, Mountain Bike Usage, Motor Bike Usage
- Trail Marker: .18 Mileage Between Intersections
- Colour Line Elevation

ACFL

TRAIL SIGN
Slash means this usage is not allowed



Year 2025 Edition

Principal Trails of the Anacortes Community Forest Lands

Whistle Lake Area

Trail #	Location	Trail Mileage	Physical Rating	Technical Rating	Brief Trail Description
201	R-1	2.0	Easy	None	Two tracks - Flat - Small hills
202	R-1	1.0	Easy	None	Two tracks - Flat - Moderate and Small hills
203	R-1	1.0	Easy	None	Two tracks - Flat - Moderate and Small hills
204	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
205	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
206	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
207	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
208	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
209	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
210	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
211	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
212	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
213	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
214	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
215	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
216	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
217	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
218	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
219	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
220	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
221	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
222	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
223	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
224	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
225	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
226	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
227	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
228	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
229	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
230	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
231	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
232	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
233	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
234	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
235	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
236	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
237	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
238	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
239	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
240	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
241	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
242	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
243	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
244	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
245	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
246	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
247	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
248	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
249	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
250	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
251	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
252	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
253	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
254	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
255	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
256	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
257	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
258	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
259	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
260	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
261	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
262	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
263	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
264	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
265	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
266	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
267	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
268	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
269	R-1	1.0	Easy	None	Two tracks - Flat - Small hills
270	R-1	1.0	Easy	None	Two tracks - Flat - Small hills

Acquisition of the Anacortes Community Forest Lands began early in the century when several large parcels were donated to the City for public park purposes. Douglas Edmund, John Morrison, Gus Hendon, Frederick, Fred, and others donated substantial parcels to the people of Anacortes. In addition to these generous donations of early settlers, the City of Anacortes purchased several large parcels in 1970 from Douglas Edmund's Washington Forest and Light Company. The land, often referred to as elevated land, was used to protect the shores, which were used as water access for the City.

An Anacortes Community Forest Plan was adopted in June 1981, revised in May 1991, 2006 and again in 2021 by City Council. The City's forest lands are to be managed for scenic, aesthetic, and recreational uses. A five-member citizen-appointed ACFL advisory board oversees the implementation of the management plan, and develops projects for the appropriate use of the city's forests. The Anacortes Parks and Recreation Department manages the ACFL. Please direct any questions/comments to the Forest Lands Manager at 360-298-1853.

PLEASE REMEMBER

Hunting, trapping, shooting, camping, campfires, coalfires, fireworks, consumption of alcohol, barbecues, and unstructured activities, including 2 cycle motorcycles, 2 and 4 wheel ATVs, are PROHIBITED in the Anacortes Community Forest Lands. Keep pets leashed at all times in the ACFL, and pick up all domestic animal waste. The Forest Advisory Board meets at 8:30 p.m. on the 3rd Thursday of each month, at City Hall. All meetings are open to the public.

ACFL TRAIL USE RESTRICTIONS

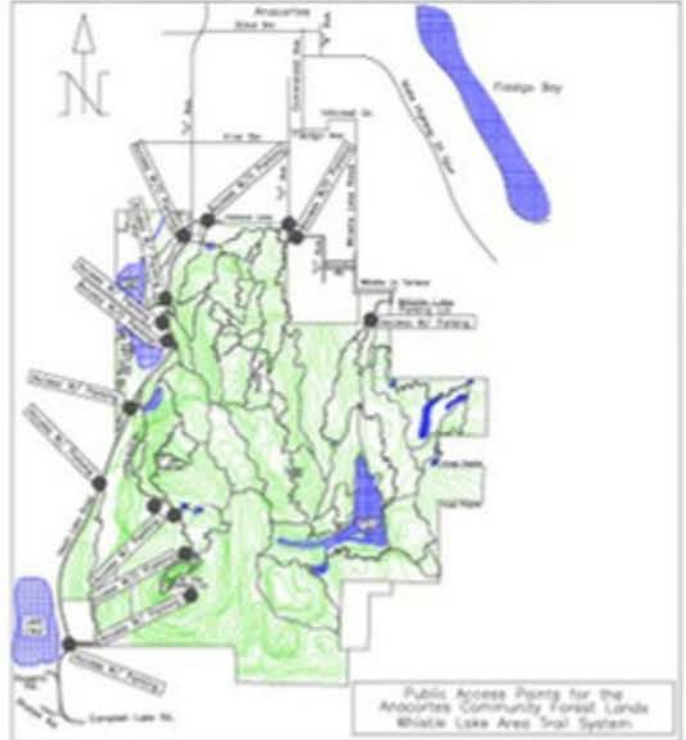
Direct use trails are essential to the management philosophy of the ACFL. Please respect your trail carefully as not all trails are open to all user groups. Your courteous regard for other users and user groups will ensure all of our enjoyment of this wonderful trail system for many years to come. If you have any questions about trail etiquette, the Forest Manager would be very happy to answer them.

A few quickies

- Please remember that you are a visitor in the woods. The native animals and plants deserve to thrive here and need your respect.
- If you have a dog, please leash it and take only responsible dogs.
- Mountain bikers, keep your speed reasonable, don't cut or push brakes, and get off your bike and talk to all passing hikers.
- Hikers, stay on the trails.
- Horses, please ride with care as our trails have roots under us that may be hidden.
- Motorcycles, your group is prohibited about trails. Keep your speed under 15 mph and work on TR for your user group.
- Do NOT burn any forest fire or other emergencies in the ACFL.
- ACFL hours 8 AM to 12 PM
- MOTORCYCLE CLOSURE: Now let us switch that

Opportunities to Protect the ACFL

THE CONSERVATION CREDIT PROGRAM: The CCR allows for conservation easements to be placed on ACFL acreage as a direct result of your donation. For every \$1,000 put toward the CCR, another ACFL acre is protected forever. Donors \$5,000 or more, and you may request a grove to be protected either in your name, or in honor of a loved one. Any amount makes a difference. VOLUNTEER WORK PARTIES: These happen at least quarterly, and are well justified in the local needs. FRIENDS OF THE FOREST: Contact them at www.friendsofforest.org CONTACT THE FOREST LAND MANAGER WITH ANY QUESTIONS ABOUT THESE TERRIFIC OPPORTUNITIES.



Heart Lake

The Washington State Parks and Recreation Commission transferred Heart Lake State Park to the City of Anacortes in 2002.

The State requires that motorized vehicles continue to be prohibited within the boundaries of the former State Park as a condition of the transfer to the City. Mountain bikes and horses are prohibited in the areas designated as Natural Forest Area. This includes trails #213, #220 and #217 south of the intersection with #224. Please see map for details.

All ACFL policies must be observed in the former State Park as well as the trail regulation mandated by the State as conditions for the transfer.

If you have any questions about trail usage in this area please call 360-298-1853.

Heart Lake Area

Rationale

The area that made up the former Heart Lake State Park was transferred to the City of Anacortes in 2002. A management plan was developed shortly thereafter to make this area part of the Anacortes Community Forest Lands and is incorporated into this document. All trail designations conform to requirements passed along by the State of Washington at the time of the transfer or are the result of the subsequent management plan.

The State required that all the land to the City be non-motorized. Therefore all trails in the former State Park are closed to motorcycles. This includes trails around the lake, south of the lake, and almost all trails east of Heart Lake road that were once part of the State Park. All terrain vehicles (ATV's) are prohibited on all Forest Land Trails.



Hikers & Walkers

All Heart Lake Area trails are open to pedestrian use. The following are pedestrian only trails:

- 1.) Trails 213, 243 and 249.
- 2.) Trail 210 from the Heart Lake parking lot to intersection of Trail 242 . Trail 210 is also hiker only from the intersection of Trail 250 to Trail 212.
- 3.) East of Heart Lake Road, in the former State Park lands, Trail 320.

Horses

Horses are allowed on most Heart Lake area trails. The following are open to horseback riding:

- 1.) Trail 23, 25, 208, 209, 211, 212, 221, 222, 223, 224, 236, 240, 241, 242, 244 and 250.
- 2.) Trail 210 is open to horses from the intersection with 242 to Trail 250.
- 3.) East of Heart Lake Road, in the former State Park lands all trails in the 300 series, except Trail 320, are open to horses.

Mountain Pedaled Bikes

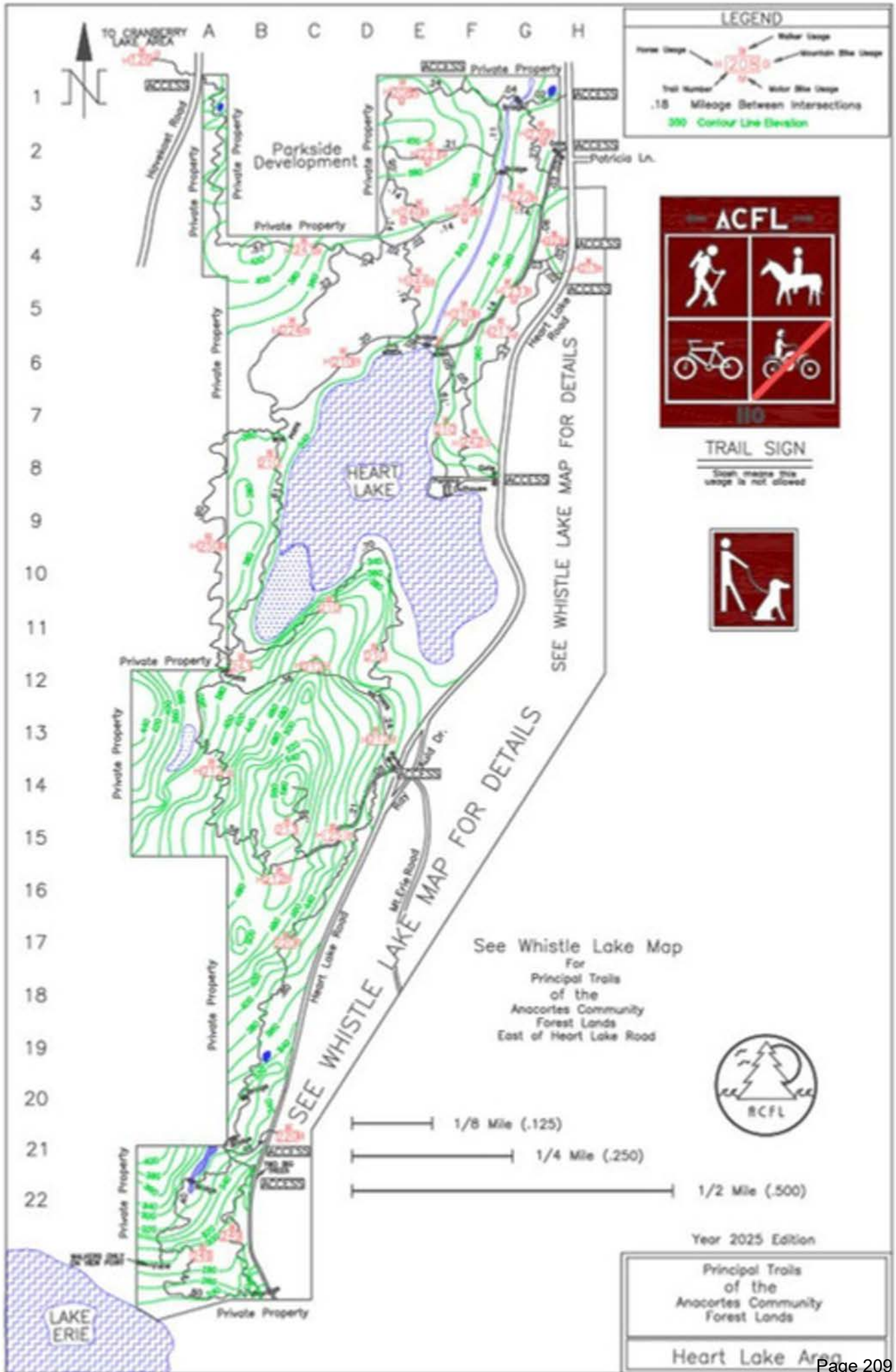
~~Mountain~~ Pedaled bikes are allowed on most Heart Lake area trails. The following are open to ~~mountain~~ pedaled bikes:

- 1.) Trail 23, 25, 208, 209, 211, 212, 220, 221, 222, 223, 224, 236, 240, 241, 242, 244 and 250.
- 2.) Trail 210 is open to ~~mountain~~ pedaled bikes from the intersection with 242 to Trail 250.
- 3.) East of Heart Lake Road, in the former State Park lands all trails in the 300 series, except Trail 320, are open to ~~mountain~~ bikes.

Motorcycles

Motorcycles are only allowed on a limited number of trails north of Heart Lake. The following trails are open to motorcycles:

- 1.) Trail 23, 208, 209, 221, 222, 236, and 244.
- 2.) East of Heart Lake Road motorcycles are prohibited on all trails in the 300 series with the exception of Trail 300 from Trail 232 to Trail 21.



Trail#	Location	Trail Mileage	Physical Rating	Technical Rating	Brief Trail Description
23	G-5	.28	○	○	Two Track - Flat - Small Hills
25	G-14	.26	○	○	Two Track - Flat - Moderate Hills
208	E-1	.51	○	○	Single Track - Flat - Moderate Hills
209	F-5	.38	○	○	Single Track - Flat
210	D-6	1.80	○	○	Single track - Flat - Moderate Hills - Rooty
211	G-6	.20	○	○	Single track - Flat - Moderate Hills - Rooty
212	B-12	1.16	○	○	Single track - Flat - Moderate and Short Steep Hills - Rooty
213	C-15	.36	○	△	Single track - Flat - Moderate and Short Steep Hills - Rooty
220	B-17	1.30	○	△	Single track - Flat - Long and Short Steep Hills - Rooty
221	C-2	.21	○	○	Single track - Flat - Steep Hill
222	G-3	.14	○	○	Single track - Flat - Moderate Hill
223	G-4	.05	○	○	Single Track - Flat
224	C-5	.22	○	○	Single Track - Flat
236	G-2	.27	○	○	Single track - Flat - Moderate Hills - Rooty
240	E-3	.14	○	○	Single Track - Flat
242	F-7	.51	○	○	Single track - Flat - Rooty
244	E-5	.14	○	○	Single track - Flat - Rooty
249	A-22	1.00	△	△	Single track - Moderate and Steep Hills
250	A-9	.90	○	○	Single track - Flat - Moderate Hills

ACFL HISTORY

Acquisition of the Anacortes Community Forest Lands began early in the century when several large parcels were donated to the City for public park purposes. Douglas Almond, John Morrison, Gus Renner, Houston, Foss and others donated substantial personal holdings to the people of Anacortes. In addition to these generous donations of early citizens, the City of Anacortes purchased several large parcels in 1919 from Douglas Almond's Washington Power and Light Company. This land, often referred to as watershed land, was held to protect the lakes, which were used as water supplies for the City.

An Anacortes Community Forest Plan was established in June 1981, revised in May 1991, 2009 and again in 2021 by City Council. The City's forest lands are to be managed for scenic, aesthetic, and recreational uses. A five-member Mayor-appointed ACFL Advisory Board oversees the implementation of the management plan, and develops policies for the appropriate use of the city's forests. The Anacortes Parks and Recreation Department manages the ACFL. Please direct any questions/comments to the Forest Lands Manager at 360-298-1953.

PLEASE REMEMBER

Hunting, trapping, shooting, camping, campfires, coolfires, fireworks, consumption of alcohol, barbecues, and unauthorized vehicles, including 2 cycle motorcycles, 3 and 4 wheel ATVs, are PROHIBITED in the Anacortes Community Forest Lands.

Keep pets leashed at all times in the ACFL and pick up all domestic animal waste.

The Forest Advisory Board meets at 8:00 p.m. on the first Thursday of each month, at City Hall. All meetings are open to the public.

ACFL TRAIL USE RESTRICTIONS

Shared use trails are essential to the management philosophy of the ACFL. Please review your map carefully as not all trails are open to all user groups. Your courteous regard for other users and user groups will ensure all of our enjoyment of this wonderful trail system for many years to come. If you have any questions about trail etiquette, the Forest Manager would be very happy to answer.

A few quickies:

- ** Please remember that you are a visitor in the woods. The native animals and plants deserve to thrive here and need your respect.
- ** If you pack it in, pack it out. Leave only footprints and take only memories.
- ** Mountain Bikes, keep your speed reasonable, don't lock up your brakes, and get off your bike and talk to all passing hikers.
- ** Hikers, stay on the trails.
- ** Horse riders, please ride with care as our trails have more users on them every day.
- ** Motorcycles, your group is diminished about most. Keep your speed under 10 mph and work on HR for your user group.
- ** Call 911 to report any forest fire or other emergencies in the ACFL.
- ** ACFL Hours 8 AM to 10 PM
- ** MOTORCYCLE CLOSURE Nov. 1st to March 31st.

Opportunities to Protect the ACFL

THE CONSERVATION EASEMENT PROGRAM: The CEF allows for conservation easements to be placed on ACFL acreage as a direct result of your \$ donation. For every \$1,000 put toward the CEF, another ACFL acre is protected forever. Donate \$2,000 or more, and you may request a grove to be protected either in your name, or in honor of a loved one. Any amount makes a difference.

VOLUNTEER TRAIL PATROL: Help fly the flag of the ACFL by being a positive trail role model and educating others as to how to properly enjoy recreation opportunities here.

VOLUNTEER WORK PARTIES: these happen at least quarterly, and are well publicized in the local media.

FRIENDS OF THE FOREST: this grass roots political action group's main focus is funding and managing the ACFL education program.

CONTACT THE FOREST LAND MANAGER WITH ANY QUESTIONS ABOUT THESE TERRIFIC OPPORTUNITIES.



Heart Lake

The Washington State Parks and Recreation Commission transferred Heart Lake State Park to the City of Anacortes in 2001.

The State requires that motorized vehicles continue to be prohibited within the boundaries of the former State Park as a condition of the transfer to the City. Mountain Bikes and horses are prohibited in the area designated as Natural Forest Area. This includes trail #243, #220, and #210 south of the intersection with #224. Please see map for details.

All ACFL policies must be observed in the former State Park as well as the trail regulation mandated by the State as conditions for the transfer.

If you have any questions about trail usage in this area please call 360-298-1953.



Trail Plan Limitations

Environmental Limitations

If wildlife, flora or water quality are being adversely impacted at certain locations by trail users, the trail plan may be amended in those areas to protect environmental quality. The trail use plan must always ensure that these goals are not hindered. The procedure for amending the trail plan due to environmental impacts is as follows:

- 1.) Environmental impact must be documented
- 2.) Environmental impact documentation must be made available to the Parks & Recreation Director, the Forest Advisory Board and interested citizens.
- 3.) The Trail Committee and/or Mt. Erie Climbing Committee shall review the proposed amendment and make a recommendation to the Forest Advisory Board.
- 4.) User-group representatives must be notified of any potential trail plan changes and must have the chance to be present and make comment during the decision-making process.
- 5.) Amendment to the trail plan must be passed by the Forest Advisory Board in cooperation with the Parks & Recreation Director.

Safety Limitations

Multiple use trails have the potential to create safety problems for all user groups. The trail user rules and regulations, if followed, should prevent safety problems; however, if it is found that the trail use plan must be changed to alleviate trail user collisions, or a number of near-collisions, the following procedure for amending the trail plan must be followed:

- 1.) The safety hazard must be documented.
- 2.) Safety hazard documentation must be made available to the Parks & Recreation Director, the Forest Advisory Board and interested citizens.
- 3.) The Trail Committee and/or Mt. Erie Climbing Committee shall review the proposed amendment and make a recommendation to the Forest Advisory Board.
- 4.) User-group representatives must be notified of any potential trail plan changes and must have the chance to be present and make comment during the decision-making process.
- 5.) Amendment to the trail plan must be passed by the Forest Advisory Board in cooperation with the Parks & Recreation Director.

Fire Limitations

Seasonal dry periods may require temporary trail closures due to high fire danger. These closures do not require trail plan amendment. These trail closures can be mandated by the Department of Natural Resources, the Anacortes Fire Department or can be requested by the Parks & Recreation Director in consultation with the Forest Advisory Board.



Natural Hazard Trail Construction Limitations

There will be times when natural hazards may require temporary trail closures. Trails may be washed out, bridges may become unsafe, or a trail crew may be working on a portion of trail causing it to be temporarily unusable. In such circumstances, the trails involved can be closed temporarily without trail plan amendment. These trail closures will be imposed under the discretion of the Parks & Recreation Director and will be posted until the trail is repaired.

Seasonal Trail Closures

Motorcycles are prohibited on all ACFL trails from November 1st to March 31st. Staff shall have the authority to extend the seasonal closure if warranted with Forest Advisory Board approval. Due to trail conditions during the wet season or if unexpected situations arise throughout the year, seasonal closures may be invoked for other user groups to minimize trail damage. A trail or series of trails may be closed until the problems or conditions leading to the damage are corrected. These seasonal closures will be imposed under the discretion of the Parks & Recreation Director and be discussed at the next regularly scheduled Forest Advisory Board meeting to explain the reasons for the closure and take public input. Seasonal closures will be posted at trailheads and/or popular parking areas.

Provision for Trail Plan Amendment

Unforeseeable circumstances may create in the future the need for trail plan amendments other than those already provided for in the trail plan limitations. If such a situation arises, amendment to the plan must follow the procedures below.

- 1.) The public and user-group representatives must be notified of any amendments proposed by the Forest Advisory Board or the Parks & Recreation Director that have not been covered under other Trail Plan Limitations.
- 2.) The public and user-group representatives must be given the opportunity to make public comment. A public hearing must be held for those amendment proposals which elicit a large amount of public concern.
- 3.) After public comment, the Forest Advisory Board will make a recommendation and send the proposed amendment on to the Anacortes City Council for a final decision.
- 4.) As new trails are added to the ACFL system, permitted uses shall be determined by environmental considerations and what uses are allowed on connecting trails. In between comprehensive plan updates, new trail designations can be found on updated ACFL maps, and rationale for permitted usage will be available through ACFL Trail Committee minutes and/or Forest Advisory Board minutes.





Implementation Enforcement & Education

General Trail User Rules and Regulations

- 1.) Trail users found or proven to be violating the ACFL trail users rules and regulations can be cited and/or fined.
- 2.) All City, State and Federal laws that apply within the city limits can be enforced within the ACFL, except where differences are specifically outlined in this trail plan, or other ACFL documents.
- 3.) All trail users must remain on designated trails. Clearing new trails or traveling off-trail is prohibited except as otherwise allowed by the Forest Advisory Board.
- 4.) Knowledge of trail designations is the responsibility of the user (barring sudden changes which have not been posted or announced). Traveling on trails not designated for the mode of transportation being used is prohibited. Trail use violators on unmarked trails where signs have been vandalized or removed can still be ticketed and fined.
- 5.) Trail users must obey all seasonal trail closures. Motorcycles are prohibited on all ACFL trails from November 1 to March 31, Two cycle engines and ATV's are prohibited year round.
- 6.) Pets must be leashed at all times.
- 7.) Littering is prohibited on ACFL property. All litter and dog waste must be packed out.
- 8.) Fireworks, fires or barbeques are prohibited. Smoking in the ACFL is prohibited.
- 9.) Possession or consumption of alcohol is prohibited.
- 10.) The taking of trees, shrubs, bushes, flowers, fungi or other vegetation from the ACFL land is prohibited.
- 11.) Hunting and trapping are prohibited on ACFL property.
- 12.) The taking of mammals, reptiles, amphibians, birds, or any other wildlife (with the exception of legal sports fishing) is prohibited.
- 13.) Geocaching is allowed in the ACFL by permit only. Permits are available through the Parks & Recreation Department.

Hiker Rules and Regulations

- 1.) Pedestrians must remain on trails designated for hiker use in the ACFL trail plan. Traveling off trail is prohibited except as otherwise allowed by the Forest Advisory Board.
- 2.) Hikers must walk in such a way that they will have little or no adverse impact. It is unlawful to cause the following impacts:
 - Severe erosion
 - Damage to vegetation along the trail
 - Damage to vegetation in meadows and mossy outcrops
 - Damage to trails such that trail use by other users is hindered
- 3.) Upon meeting a horse, mountain bike, motorcycle or other hiker from the front, a hiker should slow down or stop and move to the right to allow safe passage to the other users. If you meet a horse, let the horse have the uphill edge of the trail. Say "Hi" as each rider in a string passes you, otherwise a green horse may spook when the thing seen as a stump suddenly moves.
- 4.) Upon meeting a horse, mountain bike, motorcycle or other hiker from behind, a hiker should slow or stop, announce his/her presence, and ask that the other user(s) move to the right (or uphill side in the case of a horse) to allow safe hiker passage. Only when the other user is safely out of the way may the hiker proceed.
- 5.) When stopping along the trail, hikers should move over to the right or uphill trail edge to be out of the way of others. Ideally, a hiker should wait for a widening in the trail before stopping.





Horse Rider Rules and Regulations

- 1.) Horses must remain on trails designated for horses in the ACFL Trail Plan. Traveling off-trail is prohibited. No horse shall be off tether.
- 2.) Horses must be handled in such a way that they will have little or no adverse impact. It is unlawful to allow your horse to cause the following impacts:
 - Severe erosion
 - Damage to vegetation bordering the trail
 - Damage to vegetation in meadows or mossy outcrops
 - Damage to trails such that trail use by other users is hindered
- 3.) When stopping for equipment adjustment or to view the scenery, horse riders should move over to the right or uphill trail edge to be out of the way of others. Ideally, a rider should wait for a widening in the trail before stopping.
- 4.) Hikers, mountain bikers and motorcycle riders must all yield to horses. As previously stated, maintain voice contact with the equestrian group as they pass.
- 5.) Maintain at least one horse length between horses when traveling in groups.
- 6.) Horse riders must remove all manure left by their horses from parking areas and designated picnic areas. If no receptacle area or container is provided, take it out with you.
- 7.) When tying up horses, be sure to tie them in such a way that damage to vegetation or trees will be minimal. Causing severe impact is unlawful.

Mountain-Pedaled Bike Rules and Regulations

- 1.) **Mountain-Pedaled** bikes must remain on trails designated for **mountain** bikes in the ACFL Trail Plan.
- 2.) Bikes must be handled in such a way that they will have little or no adverse impact. It is unlawful to cause the following impacts:
 - Severe erosion
 - Damage to vegetation bordering the trail
 - Damage to vegetation in meadows or mossy outcrops
 - Damage to trails such that trail use by other users is hindered
- 3.) When stopping along the trail, bikers should move over to the right or uphill trail edge to be out of the way of others. Ideally, a biker should wait for a widening in the trail before stopping.
- 4.) Upon meeting a hiker, horse, motorcycle or other **mountain-pedaled** bike from the front, a biker must slow or stop, move to the right (unless meeting a horse when one should let the rider use the uphill side even if it is on the right), and allow passage to the other trail user(s).
- 5.) Upon meeting a hiker, horse, motorcycle, or other **mountain-pedaled** bike from behind, a biker should slow or stop, announce his/her presence and ask that the other user move to the right (or uphill grade in the case of a horse). Only when the other trail user is safely out of the way may the **mountain** biker proceed.
- 6.) Maintain at least one bicycle length between bikes when travelling in groups.
- 7.) **Mountain-Pedaled** bikes shall not exceed 15 mph on the trails designated for their use.



Motorcycle Rules and Regulations

- 1.) A motorcycle is defined as a two-wheeled vehicle. Motorcycle engines over 250cc are prohibited. Street legal dual sport motorcycles shall be exempt from the 250cc size limitation. Only four-cycle engines are allowed in the ACFL. Two-cycle engines are prohibited. Three and four-wheeled all-terrain vehicles are prohibited on ACFL trails.
- 2.) Motorcycles must have an adequate and operating muffler that limits exhaust noise to 105 decibels at 20 inches from the exhaust to be trail legal in Washington State.
- 3.) Motorcycles must have a USDA Forest Service approved spark arrester to be trail legal in Washington State.
- 4.) Motorcycles must have lighted headlights and taillights at night or during poor visibility to be trail legal in Washington State.
- 5.) Motorcycles must have brakes which work properly to be trail legal in Washington State.
- 6.) Motorcycle riders must have a valid Washington State ORV permit or vehicle license to be trail legal in the State of Washington.
- 7.) Motorcycles must remain on trails designated for motorcycle use in the ACFL Trail Plan. Off-trail riding is prohibited.
- 8.) Motorcycles shall not exceed 15 mph on trails designated for motorcycle use.
- 9.) Motorcycles must be handled with extreme caution. Riding unsafely in any way is strictly prohibited and will be enforced. Motorcycles must ensure that all other trail users they meet will be safe from collision or fear of collision. These trails are heavily traveled by pedestrians of all ages.
- 10.) Motorcycles must be handled with extreme caution in environmentally sensitive areas. Wetland areas and erodible trails must be protected from impact. Trail plan amendment will be required if impact becomes great.
- 11.) Upon meeting a hiker, horse, mountain bike or other motorcycle from the front, a motorcycle must stop, move to the right (or downhill side in the case of meeting a horse) and allow safe passage to the other trail user(s).
- 12.) Upon meeting a hiker, horse, mountain bike or other motorcycle from behind, a motorcyclist must stop, announce his/her presence, and ask that the other user move safely to the right or uphill side to allow safe motorcycle passage. Only when the other user is safely out of the way may the motorcycle proceed.
- 13.) Maintain at least two motorcycle lengths between riders when travelling in groups.
- 14.) Motorcycles must be handled in such a way that they will have little or no adverse impact. It is unlawful to cause the following impacts:
 - Severe erosion
 - Damage to vegetation bordering the trail
 - Damage to vegetation in meadows or mossy outcrops
 - Damage to trails such that trail use by other users is hindered
- 15.) The ACFL recommends that all motorcycle users obtain and read the Washington Off-Road Vehicle Guide from the Washington Department of Natural Resources. This guide provides information important to all motorcycle trail riders.
- 16.) Motorcycle rules and regulations stated here shall be reviewed annually for effectiveness, with regard to safety, protecting habitat, minimizing trail damage and promoting compatibility with other user groups.

Signage

Enforcement of the Trail Plan requires proper signage. A sign will be used to mark all access points, trail intersections, and points where trail use could be confusing.

A number of other signs are also needed. Private property boundaries must be signed where ACFL trails run onto private land and signs are needed for those locations where trail users must leave bikes, horses, and motorcycles, and walk to view points or lakes. Signs will be put up by staff with the help of volunteers from the different user-groups.

Brochure

It is vital to the success of this trail plan to provide for the public a condensed version of this plan.

These will be provided on the reverse side of all ACFL trail maps and may contain the following:

- Explanation of how the trails are signed
- Rules and Regulations
- Trail designations
- Suggestions for minimum environmental impact
- User group representatives listed as contacts
- Parks & Recreation Department contacts

These brochures should be made available within all map sets sold from the Forest Lands office at City Hall, User Group representatives, and at well-used trail heads.

Enforcement

The vast majority of the ACFL lies within the Anacortes City limits. Thus, all city, state, and federal laws that apply within the City limits of Anacortes can be enforced within the ACFL. Exception to this would occur only where differences from City laws are specified in this Trail Plan or other ACFL documents.

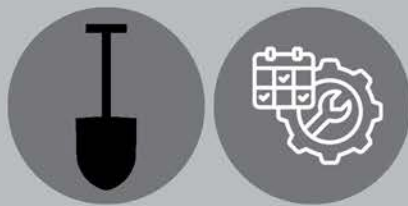
Enforcement of the law will be provided by Anacortes Police Department. Trail users found to be violating the Rules and Regulations specified in this plan or the laws of the City of Anacortes can be cited and fined.



ACFL Trail Committee

For each user-group (horse riders, hikers, mountain bikers, motorcyclists, persons with disabilities, and an ACFL naturalist), a volunteer representative shall be appointed by the Forest Board and Parks & Recreation Director to the ACFL Trail Committee. The ACFL Trail Committee is to:

- 1.) Assist ACFL Staff and the Forest Advisory Board with questions regarding new trails, trail re-routes, trail closure, trail signage, review of the trail plan.
- 2.) Be available to represent their user-group at Forest Board meetings when issues affecting the trail plan arise.
- 3.) Be available to organize volunteer trail maintenance work parties with their user-group, when needed in the ACFL. All maintenance projects must be approved by the Parks & Recreation Director.



Trail Maintenance

Maintenance Standards

Trail maintenance shall follow standards as shown in the USDA Forest Service Trail Construction and Maintenance Notebook. Other recognized trail manuals and staff experience shall be utilized.

New Trails

New trails may be built if such construction is deemed necessary by the Parks and Recreation Director in cooperation with the Forest Advisory Board. The Trail Committee should be involved and review trail location. Trail construction should be completed with all due care to native flora and fauna while providing a quality recreational experience. New trail construction can be completed by user-group volunteers or crews arranged and supervised by the Forest Lands Staff.

Work Crews

The ACFL encourages and depends upon volunteer help in maintaining trails. Volunteers wishing to help with trail work must contact the Forest Lands Manager prior to starting any projects. The Parks and Recreation Office will be able to supply a list of the areas needing work the most, and resources on trail maintenance. The Forest Lands Office may also be able to supply some of the equipment needed. Non volunteer trail maintenance is also done, ~~but employees of the Parks and Recreation Office and contracted work crews such as the Washington Conservation Corps:~~

Annual Maintenance Record

To facilitate trail maintenance, a record of areas needing trail work or having had trail work completed will be kept by the Parks and Recreation Department. This record will provide information for volunteers and Parks and Recreation Department on the status of the trail system on a yearly basis. Such a record will show the continual trouble areas, which user-groups are causing the most damage, which user-groups are contributing the most volunteer trail maintenance, what types of trail maintenance is most successful, etc. The record shall be updated yearly.





Nature is not
a place to
visit, it is
home.

-Gary Snyder

ACFL Forest Health Monitoring Plan



Authors: Robbie Andrus, Eric Shen, Dave L. Peterson, Nick Kunz, Megan Broadie, Colby Rand

Introduction: In 2019, a concerned and skilled team of citizen scientists launched a multi-faceted inventory and monitoring program in the Anacortes Community Forest Lands (ACFL). The overall goal was to develop a baseline understanding and document changes to multiple environmental systems over time. The team was led by Transition Fidalgo (501c3 non-profit) in partnership with the City of Anacortes (CoA). Interest in the program by CoA forest managers and the public was initially motivated by observed changes in forest health, such as dieback of western redcedar from 2015 to 2019, and the desire to understand the implications of climate change. By annually monitoring changes in abiotic conditions (e.g., weather, soil moisture), vegetation, birds, disturbed areas, and aquatic systems, the monitoring program is well positioned to help detect changes to forest ecosystem health in the ACFL over the next several decades. The plan to conduct this study was approved by the Forest Advisory Board in 2018.

Goals: The ACFL forest monitoring program has three overall goals and benefits:

- 1.) Engage community members in hands-on monitoring projects to improve their understanding of forest ecosystems.
- 2.) Gain insight into the stressors on forest ecosystems and the implications of climate change for individual species and forest ecosystem types.
- 3.) Provide CoA managers and the ACFL Forest Advisory Board with environmental monitoring summaries to support forest management.





Context & Goals of Monitoring Programs

The ACFL monitoring program is comprised of eight individual projects. Each project studies a specific aspect of forest health conditions and wildlife with field data collection in varying locations (field plots or trail sampling) in the ACFL, while the forest canopy assessment project is an overall survey of forest cover in the ACFL forest lands (see map below for project locations).

In summary, two projects study abiotic conditions (1. Weather and climatology and 2. Soil moisture), four projects study forest health conditions (3. Forest dynamics and health, 4. Western redcedar mortality, and 5. Forest canopy assessment, 6. Fire effects and forest recovery), one project studies plant phenology (7. Plant phenology), and one project studies wildlife (8. Bird populations).

In summer 2024, several projects completed their fifth year of monitoring. All data from each monitoring project are submitted annually to the Transition Fidalgo data manager and archived. A data management plan is in place to provide a roadmap for data archiving and management. Below we detail the context and goals of each project.

ACFL Monitoring Projects

ACFL Monitoring Locations

- ACFL park & forest canopy assessment
- 🌲 Forest dynamics & health plots (6 plots per point) and soil moisture monitoring
- 🔥 Fire effects and dynamics plots (8 plots)
- 🌸 Plant phenology plot
- 🌡️ Weather & climatology station
- 🟡 Western redcedar tree survey
- 🦜 Bird survey
- 🚶 Hiking Trail

ACFL Cranberry Lake

ACFL Whistle Lake

Heart Lake

Whistle Lake

0 0.25 0.5 1 Mile

Cartography: Colby Rand, 7/30/2024



Weather & Climatology

Changing climate conditions are expected to be an important factor impacting the health of forest plant and animal species. The weather and climatology project records daily weather at one site (see map) and archives historical weather data. The project has three specific goals:

- 1.) Produce and maintain a database of temperature and precipitation on Fidalgo Island (1900 to present).
- 2.) Compile and archive historical weather data for Fidalgo Island and adjacent locations.
- 3.) Summarize weather data to examine at annual variability and long-term trends in climate and for comparison with forest health and wildlife datasets.

Soil Moisture

Soil moisture along with weather data are the two predominant factors expected to affect plant health. Soil moisture sensors are in two sites, one representing a drier location and the other a wetter location, and both sites were co-located with the permanent forest plots (see next section). Soil moisture is recorded daily at three depths ranging from 6" to 60" below ground. To understand how weather influences soil moisture at various depths, time series of soil moisture are compared to precipitation, temperature, and drought indices. The project has two specific goals:

- 1.) Collect and archive soil moisture data from sites in the ACFL.
- 2.) Archive and summarize soil moisture data to allow comparison with weather variables and assessments of vegetation health.

Forest Dynamics & Health (permanent forest plot monitoring)

Following observations of mortality in western redcedar trees in some portions of the ACFL, permanent forest plots were established to

evaluate the long-term dynamics and health of forests. Permanent plots are in dry and wetter locations that are representative of forests in the ACFL; each location includes six plots. In each plot, individually tagged trees are monitored (e.g., status, size, health) every year and understory plant species (shrubs, forbs, herbs only) are recorded every other year. Combined with data on weather and soil moisture, long-term monitoring facilitates inferences about trends in forest dynamics (e.g., stand structure, demography) and health and the relative role of abiotic stressors. The project has two specific goals:

- 1.) Develop a baseline assessment of vegetation health in the ACFL.
- 2.) Monitor changes in vegetation health over time.
- 3.) Summarize changes in vegetation health and interpret changes in the context of weather and climate, management history, and forest succession.

Western Redcedar Mortality Survey

The western redcedar tree monitoring survey was also motivated by the increase in western redcedar tree mortality in the ACFL. Monitoring occurs along 11 trails located throughout the ACFL and is a more extensive assessment of western redcedar health than the permanent forest plots. Surveys characterize the health of the first 100 western redcedar trees located within 5 meters of each monitoring trail. For each tree, foliage density and color are recorded to assess the overall health. The eleven trails are representative of the various forest ecosystem types within the ACFL. The project has three specific goals:

- 1.) Assess the baseline health of western redcedar trees along selected trails.
- 2.) Annually monitor health of western redcedars.
- 3.) Analyze color and density data for trends in western redcedar tree health and identify environmental stressors associated with tree health.



Forest Canopy Assessment

The forest canopy assessment project was initiated in 2024 to track overall changes in forest health and delineate general forest ecosystem units in the ACFL. The permanent plots provide detailed changes in stand structure and composition for a small area, whereas the forest canopy assessment is conducted over the entire extent of the ACFL. The project applies remote sensing methods to aerial imagery to characterize changes in vegetation communities over time (1940 to present) and build a map of tree species. The project has four specific goals:

- 1.) Assess decadal changes in forest health conditions from 1940s to present.
- 2.) Produce a map of tree species composition for main canopy trees.
- 3.) Estimate the extent of recent (last decade) tree mortality by species.
- 4.) Delineate forest ecosystem units based on tree species composition.

Fire Effects & Forest Recovery

In 2016, a 17-acre forest fire occurred within the Little Cranberry Lake area, primarily in dry Douglas-fir forest. The fire effects and forest recovery project monitors vegetation recovery following fire with two monitoring efforts. First, photo surveys are conducted annually at eight sites to visually track changes in vegetation communities with time since fire. Second, field surveys of plant species presence are conducted every two years at eight sites. By monitoring vegetation recovery, this project will help identify the positive and negative implications and outcomes of future fires. The project has three goals:

- 1.) Document the post-fire recovery of tree species and structure.
- 2.) Monitor understory vegetation recovery through photo surveys.
- 3.) Monitor changes in plant species composition during the recovery process.

Plant Phenology

Phenology is the study of the timing of annual lifecycle stages, such as budbreak or flowering of plants. Phenology helps us understand how plants respond to their environment, such as day length, temperature, and rainfall. To document annual plant responses to weather, the timing of several plant phenology stages is surveyed annually. Three tree and three shrub species that are indicative the broader plant communities are surveyed. Data will be used to understand how changes in climate may alter the timing of phenological stages, which may in turn have implications for plant fitness. The project has three specific goals:

- 1.) Record the timing of phenology stages each year for selected tree and shrub species.
- 2.) Compare the timing of phenology stages among years and species.
- 3.) Compare the timing of phenology stages with weather and soil moisture data.

Bird Population

Bird species and population sizes fluctuate with changes in forest ecosystems, seasonal weather, and other environmental processes. The bird monitoring project conducts monthly surveys of migratory and non-migratory bird species in the ACFL, and surveys are conducted in the Little Cranberry Lake, Heart Lake, and Big Beaver Pond areas. Bird surveys track species presence and abundance. Seasonal and annual variability in bird populations is interpreted in the context of seasonal weather and shifts in climate conditions. The project has two goals:

- 1.) Document the species present and the number of each species observed.
- 2.) Examine annual variations in presence of species and species populations to look for long-term trends.



Sharing Results of Monitoring Programs

Annual updates and results from the environmental monitoring programs are shared in the Transition Fidalgo annual forest monitoring reports and a public online dashboard. Annual forest monitoring reports are available from 2022 to present on the Transition Fidalgo website. The online dashboard was initiated in 2024 to showcase all environmental monitoring programs and new monitoring data is added annually (expected completion June 2025). For each program, maps of site locations, graphics, tables, and photographs are included to highlight the status of environmental systems and the work of citizen scientists. A link to the dashboard can be found here:

<https://experience.arcgis.com/experience/6cc1d322bfce4b86ba843f231d25939b/page/Main-Page> and on the Transition Fidalgo website. Data from each project is available by request from Transition Fidalgo. Existing data collection will help develop a baseline understanding of environmental systems, and continued monitoring is needed to develop inferences about the impacts of climatic variability and change on environmental systems.





Climate Change in the ACFL

Forest ecosystems in the ACFL are being affected by climate variability and change. Within western Washington, the ACFL is in the driest area and therefore may experience earlier effects of climate change. Here, we review trends in climate associated with climate change using tools from the University of Washington Climate Impacts Group, then briefly discuss some impacts of climate change for forest ecosystems. Climate change, driven by anthropogenic increases in greenhouse gases, is increasing temperatures and shifting precipitation regimes. Annual temperatures on the westside of the Cascade Mountains are projected to increase 3.4 °F by mid-century compared to 1950-1999 (average of multiple climate models). The largest increases are expected during the summer, with maximum summer temperatures projected to increase 6.7 °F.

Annual precipitation has high year-to-year variability, and annual variability is much greater than the slight increases (~3%) in total annual precipitation expected by mid-century compared to 1950-1999 (average of multiple climate models). Summer (mid-June to mid-September) precipitation is forecasted to decrease 10-25% (estimate depends on climate model), increasing the severity and length of the summer drought. Changes in climate will be moderated and amplified by variability in topography in the ACFL. Higher-elevation areas (e.g., Mt. Erie), drainages, and northern aspects will remain cooler compared to the warmer and drier southern aspects, offering refuge for plants and animals.

Climate partially controls where trees exist, and climate change is shifting the suitable location for trees. As climate continues to warm, tree species persistence in the ACFL will depend on the survival and growth of existing trees and the capacity to regenerate new trees. Higher maximum summer temperatures and decreased summer precipitation are expected to lower soil moisture availability, with important implications for survival of mature trees and newly established seedlings.

Longer periods of low soil moisture will increase tree stress and the likelihood of mortality from the direct effects of drought (seasonal, annual, multi-year) or climate stress followed by insects and disease. Tree species will vary in their response to changing climate. For example, western redcedar and western hemlock, both drought-intolerant species, have already experienced a mortality event (2015-2019) of canopy trees that was associated with multiple, consecutive summers of hot, dry conditions. Additional mortality is expected under continued climate change and multiple monitoring projects were designed to detect new mortality. In contrast, more drought tolerant species, such as Douglas-fir, are less vulnerable to the lengthening summer drought and may replace drought intolerant species.

Following tree mortality, local to broader shifts in tree species populations will depend on the complex interaction of reproductive processes (e.g., cone production, germination, seedling survival) and climate variability and change. New seedlings need to establish and grow to maturity to sustain forests, but seedlings are highly sensitive to unfavorable weather and climate, such as extended periods of low soil moisture during the summer. Climate-driven shifts in tree species composition may initially be indicated by the species that successfully reproduce adjacent to new tree mortalities. An additional impact of warmer, drier summers is an increased risk of wildfire. Wildfire is a natural part of forest ecosystems in the ACFL, and the high diversity of plants recovering following the Little Cranberry Lake burn exemplifies the natural fire recovery process. The monitoring program in the ACFL is a critical first step toward documenting how climate change is affecting environmental systems.

Acknowledgements

The Forest Health Monitoring chapter was funded by a grant from the Washington State Department of Natural Resources. The monitoring programs are supported by Transition Fidalgo, the City of Anacortes, and generous volunteer time from community scientists.

Nature does not
hurry, yet everything
is accomplished.
-John Muir



Heart Lake Management Plan

INTRODUCTION

In 2002, the State of Washington deeded Heart Lake State Park to the City of Anacortes. 436 acres including the lake and land surrounding it was transferred to the City with a number of conditions regulating its use as a recreational area.

The State Parks and Recreation Commission divided the land at Heart Lake into three separate areas:

Natural Forest Area: The land along the southwest portion of the lake, stretching along the southern edge including one area on the east side of Heart Lake Road.

Resource Recreation Area: The land along the northwest portion of the lake and most of the area east of Heart Lake Road except that area designated as Natural Forest or Recreation.

Recreation Area: The current parking lot at Heart Lake and the former overflow parking east of Heart Lake Road.

In their deliberations, the Heart Lake Management Plan Committee decided to treat the lake surface as a fourth and separate area for review. Management of the lake surface shall take into consideration the environmental sensitivity of the adjacent upland areas.

In December of 2003, the City began work on a management plan by seeking input from the community about use of Heart Lake and the surrounding land. The results of that input and numerous meetings by an eight-member planning committee are contained within these pages.

State regulations for the former State Park listed a variety of permitted and conditional activities. The Committee spent significant time reviewing each of these to determine if they were appropriate. The State did mandate that all trails be non-motorized. The Committee agreed not to challenge the State regulations during the planning process.



COMMITTEE MEMBERS

Doug Colglazier-Parks and Recreation Advisory Commission

Denise Crowe-ACFL Trail Committee

Marty Laumbattus-ACFL Trail Committee

Bart Lovric-Whidbey Island Roostertails Racing Club

Alan Mazonson-Parks and Recreation Advisory Committee

Geri Rubin-ACFL Trail Committee

Bruce Rustad-ACFL Trail Committee

Dan Senour-ACFL Trail Committee

Buzz Bannister-Whidbey Island Roostertails Racing Club (alternate)





HISTORY

Before becoming a State Park, Heart Lake was managed by the State Department of Natural Resources as school trust land. While long considered a back-up water supply for the City of Anacortes, it was also a recreational resource used year round by Fidalgo Island residents and attracted large crowds from around the region for the opening day of fishing season.

Local citizens became concerned about the future of the lake when the Department of Natural Resources (DNR) proposed leasing the lakeshore for condominium development in 1977. This set off a flurry of local activity by community members to pressure lawmakers and State officials to preserve the lake and surrounding forests. On Valentine's Day 1980, then Washington State Governor Dixy Lee Ray signed a bill permitting Heart Lake to become a State Park. It was not until more than a year later that the price of \$2.5 million was agreed upon between the DNR and the State Parks and Recreation Commission for the transfer of the land into the park system. In 2002, the City of Anacortes and State Parks and Recreation concluded their long-standing discussions regarding transfer of the land and the lake. Governor Gary Locke signed the deed transferring the Heart Lake State Park to the City on March 29, 2002. The deed contains a reversionary clause, which allows the State to retake control of the land if the City violates conditions of the transfer. The City formally took control of the former State Park on June 1, 2002.

Recreation

The Recreation Area is comprised of approximately eight acres. It encompasses the existing parking lot and the former gravel parking lot and overflow parking area east of Heart Lake Road.

OVERVIEW

- 1.) Trail Use: All trails are open to hikers, horses and mountain bikers. Motorcycles are prohibited. Off trail use is prohibited. No taking of trees, shrubs, bushes, flowers, fungi or other vegetation. Hand picking of berries and other edibles from the trails for consumption while in the forest is allowed. Picking for home consumption or for retail is prohibited.
- 2.) Information/Education Facilities: A rustic type of amphitheater in the parking lot area that could seat up to 30 people and be used for environmental education was approved as a conditional use. It could be covered. The committee encourages any covered facility to have a multi-use function (i.e.: both picnic and interpretive/educational) and to be limited to the appropriate size and scale for the area.
- 3.) Permitted Uses: Snow shoeing (on trail); wind surfing; swimming; sailing; hand launch areas; launch ramps; floating dock (instead of pier); cross country skiing; kayaks and canoes; walking; mountain biking; equestrian trails; interpretive signs, trails or kiosks; vehicle parking; roads (review location concerning environmental issues); equestrian facilities (allow parking and hitching post); paved non-motorized trail for ADA purposes (review location concerning environmental issues); composting or vault toilets (review location and design concerning environmental issues). The committee noted that they have heard from the public that they would like to recreate at the lake (fishing, swimming, picnicking, etc.). The committee encourages “rustic” facilities to accommodate these activities.
- 4.) Conditional Uses: Organized non-profit group activity, interpretive centers; environmental learning center; filming; and special events. Activities listed as “conditional uses” are those uses that need to be approved by the Parks & Recreation Advisory Commission in advance. Harvesting of shellfish, fish, and algae will be coordinated with the State Department of Fish and Wildlife.
- 5.) Children’s Play Area: It should be in keeping with the surrounding area and could incorporate a natural theme or could be an artistic piece that was designed to be suitable for children to play on.
- 6.) Camping: The committee opposed developing camping at the lake without supervision by full time staff. The committee decided that camping could occur in self-contained units in the current parking lot area by special permit only. Staff must be present during the event. The Committee did not wish to see the development of a special camping area with individual campsites.
- 7.) Beach Use: The Committee would like to accommodate use by the public and separate this from vehicle traffic; this is raised out of a concern for safety of all users. They expressed a vision of a clean sand or grassy area for picnic blankets, etc. by the edge of the lake and an overall reduction of the current gravel parking lot. If grass is used, there was a desire to see that it not be fertilized or irrigated, etc. as to minimize impact on the lake’s ecosystem from excess nitrogen.



8.) Boat Launch: Consideration should be given to moving the current boat launch to the east-southeast side of the parking lot. The Committee received comment that the west shore of the parking area is shallow and preferable for wading. Relocating the boat launch would better separate boaters from other users at the shoreline.

9.) Prohibited uses (from list provided by the State): Wood debris collection; snowmobiling; mushing/sled dogs; off trail skiing; alpine skiing; white water boating; mooring buoys; jet skiing; Nordic track skiing; rock climbing; skiing facilities; sports fields; paragliding; off trail use; ocean beach driving; orienteering; metal detecting; indoor accommodations; haying; mushroom harvesting; grazing; farming or orchards.

10.) Management Authority: Under Council form of government, the City Council has the ultimate legal authority and sets policy direction for the City. The Mayor is charged with management responsibility for administration of all City assets under the direction of the Council. The City Council must approve all contracts, asset sales and use policies. Within this framework, it is recommended that the ACFL Advisory Board suggest use policies and effectively guide management of the Recreation Area. As an amendment to the existing Anacortes Community Forest Lands Management Plan, drafted in 1991, this plan will follow the same rules expressed in that document unless otherwise noted.



With dad Floyd Lunsford at the helm the younger Lunsford family took to Heart Lake in quest of Sunday. Joining their dad for the outing from the left are Mari Jo, Jonn and Brent. Anglers at Heart Lake day found the fish biting and chalked up many limits.



Resource Recreation

The Resource Recreation Area is comprised of approximately 292 acres. It includes the northwest corner of the former State Park, the road corridor, and the entire area east of Heart Lake Road except that zone previously noted as Natural Forest Area.

OVERVIEW

- 1.) Trail Use: All trails in the Resource Recreation Area are open to hikers, horses, and mountain bikers. Motorcycles are prohibited. Off trail use is prohibited. No taking of trees, shrubs, bushes, flowers, fungi or other vegetation. Hand picking of berries and other edibles from the trails for consumption while in the forest is allowed. Picking for home consumption or for retail is prohibited. On trail cross-country skiing and snow shoeing are permitted winter recreation activities. Picnicking is permitted; users are asked not to disturb native plants and pack their trash out. Picnic tables and picnic structures are not recommended for this area.
- 2.) Conditional Uses: Filming; equestrian hitching posts; and paved non-motorized trails for ADA access. Activities listed as "conditional uses" are those uses that need to be presented to the Anacortes Community Forest Lands Advisory Board prior to approval.
- 3.) Future Trail Plans: Interpretive information and signage may be included in a future trail plan. Sanitary vault or composting toilets may be constructed in this area if needed. Roads shall be limited to those already existing in the Resource Recreation area and parking would be limited to that which already exists along Heart Lake Road.



Lake Surface

Heart Lake is approximately 51 acres in size. It is bordered by Heart Lake Road to the east, has a large gravel parking lot on its northeastern shore, second growth forests to the north and northwest, and a significant grove of old growth trees to the south and southwest. Fidalgo Island residents have used it as a popular recreational destination for boating, fishing, swimming, mini-hydroplane racing, bird watching, and occasional ice-skating when the winter weather permits. Management of the lake surface shall take into consideration the environmental sensitivity of the adjacent upland areas. Problems with algae and milfoil shall be addressed with this in mind, but if manual removal is not effective chemical herbicides may be used.

OVERVIEW

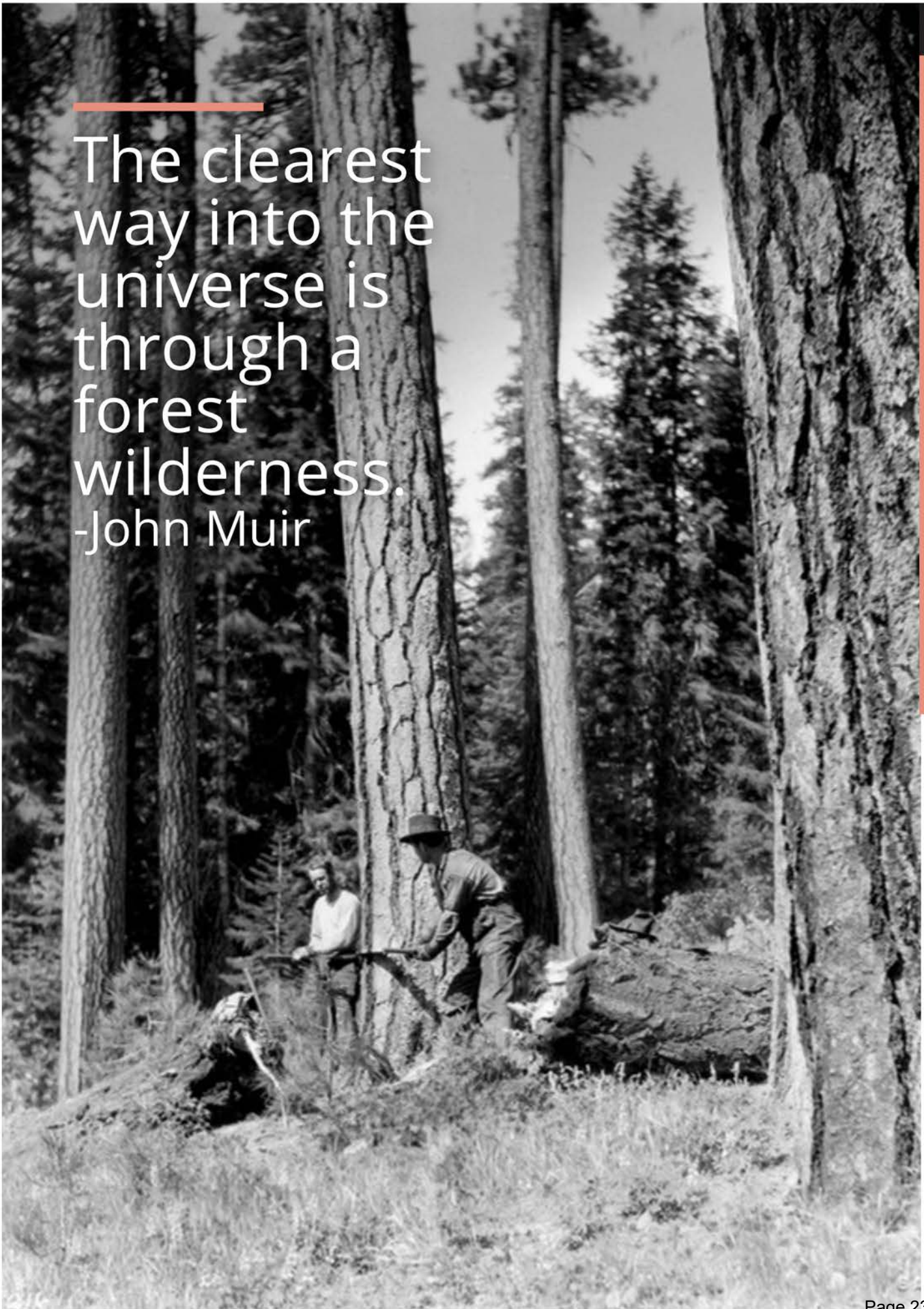
- 1.) Dock: A floating dock adjacent to the Recreation Area for non-commercial recreational use is approved provisionally with need for future discussion on location and style of dock. Consideration on the style of dock should be given to those having minimal environmental impact.
- 2.) Motorized Use: The use of combustion engines is prohibited. The speed limit is 5 mph.



Management Authority: Under Council form of government, the City Council has the ultimate legal authority and sets policy direction for the City. The Mayor is charged with management responsibility for administration of all City assets under the direction of the Council. The City Council must approve all contracts, asset sales and use policies. Within this framework, it is recommended that the ACFL Advisory Board suggest use policies and effectively guide management of the lake surface. As an amendment to the existing Anacortes Community Forest Lands Management Plan, drafted in 1991, this plan will follow the same rules expressed in that document unless otherwise noted.



The clearest
way into the
universe is
through a
forest
wilderness.
-John Muir





Every land-use document prepared for Anacortes has a standard history of the City, its incorporation and growth. It is not necessary to repeat, once again, that scenario. There is, however, another history, more crucial to the responsible development of this comprehensive plan.

The first half of this 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.” What follows is a brief catalog of the major land parcels dealt with in this plan, the donor and the restrictions and covenants these donors placed on the deeds.

These donations are examples of what is called the “bequest motive,” or the desire of people to leave estates for their heirs or the public. The dedication of private properties for public parks is exemplary of this desire. Douglas Allmond, John M. Morrison, Gus Hensler, Tonjes Havekost and others all donated substantial holdings to the people of Anacortes to assure that future generations would have natural environments to enjoy and grow with.

As our population grows, these natural areas will increase in value and future utility. For many people, exploring these areas and using them for recreation is often secondary to the knowledge that they exist. This knowledge is a resource of personal satisfaction—that a part of the natural world still surrounds us, unpaved, unlit and unspoiled, in perpetuity.

Overview and history of the ACFL

Cranberry Park was established by the Anacortes City Council on January 7, 1964, through Ordinance No. 1358. Originally Water Department land, the area was designated for public park use and placed under the management of the Parks Department. Little Cranberry Lake itself spans approximately 25 acres, while the surrounding parkland covers around 106 acres. The ordinance stated: *“Said park is created in order to preserve for public use and general welfare the natural beauty and recreational facilities of Little Cranberry Lake for such period of time as the said property is not required for actual use by the Water Department in the public interest.”*

John M. Morrison Natural Park was established on February 25 and March 12, 1928. Douglas and Cora Allmond donated a large portion of land to the City of Anacortes, which was later named the John M. Morrison Natural Park. Other significant contributors included L. Farmer, W. Odlin, and E. English. The donated land includes the forested ridge visible from downtown Anacortes when looking west.

- **February 25 Donation:** Located in the Tuttle and Buckley Addition, this parcel includes a portion of a large marsh draining into Little Cranberry Lake.
- **March 12 Donation:** Situated in the Northern Pacific Addition, this section comprises the prominent ridge. Both areas are legally platted with streets and alleys.

Douglas Allmond insisted that the land “for all-time be named John M. Morrison Natural Park.”

However, despite promotional references in 1930s Chamber of Commerce materials, the City Council never formally adopted this name by ordinance. John M. Morrison, a former mayor and President of the Chamber of Commerce, was instrumental in preserving parklands, including Washington Park, and was a key figure in the campaign to create Deception Pass State Park. As Allmond wrote in 1925:

“No man ever appreciated or loved the woods of Puget Sound more than Mr. Morrison.”

The original deed was modified to read “land and timber” instead of “property,” and designated the area as a “Natural Park”, which the City Attorney has determined imposes strong legal restrictions on its use and preservation.

An additional 60 acres south of Little Cranberry Lake were donated under the same conditions, though not specifically designated as part of Morrison Park.

Water Department Lands

The City of Anacortes acquired a large portion of its parkland on August 2, 1919, with the \$135,000 purchase of Douglas Allmond’s Washington Power, Light, and Water Company. This included most of Section 26 (south of Little Cranberry Lake), the Whistle Lake basin, and land on both sides of Heart Lake Road.

Additional acquisitions:

- North End of Heart Lake: 80 acres obtained from the State to control the lake’s outflow; the City retains the right to raise or lower its level by up to 4 feet.
- November 26, 1952: F.E. and Eva Foss donated 80 acres near the Hensler/Kiwanis area on Mt. Erie for \$1.00.

While the original Water Department deeds imposed no usage restrictions, since 1999, much of this land has been placed under conservation easements, ensuring long-term protection.



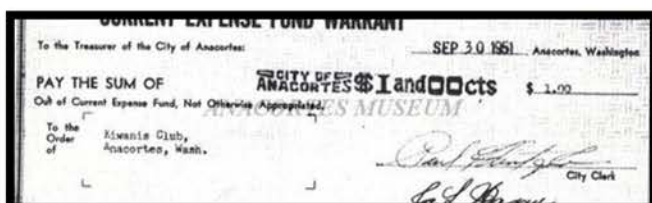
Mt. Erie Park

- January 12, 1934: Gus Hensler donated 120 acres near the Mt. Erie summit. His will stipulated that the land be used solely for park purposes, as “a haven of safety for birds and/or animals.”
- March 30, 1951: The Kiwanis Club, under the direction of Dr. Charles Pinson, donated an additional 40-acre parcel at the summit. The deed includes a reversion clause—if the land is used for anything other than park purposes, ownership reverts to the grantor. The Kiwanis Club retained the right to install a plaque acknowledging their contribution.

A limited portion at the summit has been leased for communication towers, with all proceeds dedicated to park uses.

Additional Parkland Donations and Acquisitions

- December 1996: Floyd and Mary Willette donated 20 acres to the Anacortes Community Forest Lands with a deed restriction for “park purposes only.”
- 2001: The City purchased 16 acres south of Whistle Lake from the McIntyre family.
- March 29, 2002: The State of Washington transferred 436 acres of former Heart Lake State Park to the City, with multiple usage restrictions incorporated into a management plan.
- 2003: Bill Welch and Nels Strandberg donated 15 acres of wetland and forest east of Mitten Pond.
- 2006: Barbara Wells donated approximately 0.5 acres adjacent to 29th Street, with the stipulation that the “land and timber never be alienated by the grantee.”
- In the past 15 years, an additional 60 acres have been purchased using community donations and quarry revenue.



History of Logging on City Properties

During the time Bob Powell was the City Forester, he compiled, by way of City Council minutes and associated documents, a chronology of forest-related activities on City land from 1942 until 1975.

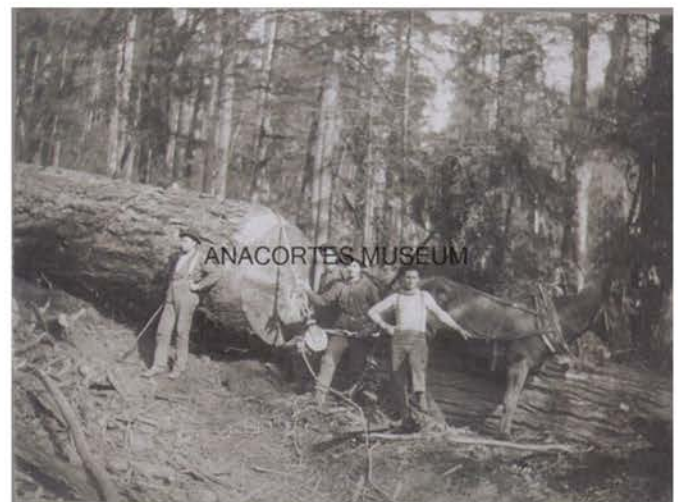
The record reveals that during the decade 1942-1952, eight separate logging contracts were signed by the City Council. These sales, mostly to local businesses, including Anacortes Veneer and a local ship building firm, encompassed most of the City forest lands. All of Section 26, south of Little Cranberry, except the John M. Morrison Natural Park area, was cut over during the late 1940s. During the same period, the timber at the north end of Heart Lake was cut. Foss and Sons logged much of the timber at the north and south end of Whistle Lake and the east side of Mt. Erie. Also, during this period, the right-of-way for the Mt. Erie Road was cleared and the south face of Sugarloaf was logged. In addition, many contracts for wood cutting and salvage logging were let by Council. All of these requests were granted “provided contractors stay 300 feet from the lake shore” or “provided a 300-foot strip be left along lake and road (Heart Lake Road) to preserve scenic beauty.” The record makes clear that at no point in the past has the City had any long range management plan for these lands. It is most likely that much of this land had been previously logged, by horses or oxen, sometime around the turn of the century. In short, except for the buffer strips expressly left in the past for scenic and aesthetic reasons, most of the City forest land has been logged at least once, perhaps twice; either clear-cut or high-graded. There was no conscious effort to reforest and as a result many areas grew up in brush and undesirable species. Forest fires have swept across much of this area. Past practice has left inferior or defective trees for seed sources. In the past, the City has allowed certain parties to work on City land salvaging dead and dying timber.

A memorandum from Bob Powell indicates the kind of problems that can result from unsupervised forest practices when the City supposedly “knows” what is going on. The potential loss of resources and revenues through unsupervised activities does not need to be elaborated upon.

Any residual large trees, not along visible road corridors or lake shores, remain because they were deemed unmarketable or inaccessible when surrounding timber was cut.

In 1984, 1985 and 1986, partial cuts were contracted by the ACFL Board in the South Cranberry and Whistle Lake units, covering about 50 acres each year. These contracts removed more than 500,000 board feet, but because they did not turn a profit, selective cutting was abandoned in 1987 in favor of clear cutting. That year 20 acres were cut in two units northwest of Whistle Lake. More than 400,000 board feet was harvested, but the road building cost half of the City’s share of the revenue, so that job also did not cover the ACFL expenses that year.

In 1988, four parcels totaling 20 acres, were clear cut northeast of Whistle Lake, removing 400,000 board feet of timber and producing enough revenue to cover the ACFL budget and a small surplus which was carried over to 1989. In that year another 20-acre clear cut in one parcel southwest of Heart Lake harvested another 400,000 board feet of timber and generated revenue sufficient to pay the ACFL budget for 1989 and 1990.



At this point two things happened to stop the logging activity: the Board and ACFL staff began to doubt the capacity of the forest lands to sustain this level of harvesting; and the citizens of Anacortes, led by the Friends of the ACFL organization, began to voice their opposition to logging in the ACFL.

In 1989, an ad hoc committee was appointed by the Forest Advisory Board to study the problem, and their recommendation was that timber harvesting as a source of revenue be stopped. A petition circulated by the Friends of the ACFL demanded that all logging on the ACFL be stopped and alternative funding be found. A survey conducted by the Board through the Parks & Recreation Department's quarterly newsletter indicated that the majority of residents of Anacortes and Fidalgo Island did not want the City to harvest timber in the ACFL. Another survey, randomly distributed throughout the city and statistically valid, showed that Anacortes citizens did not want logging to occur on City forest lands, nor do they want any revenue facilities built on these lands, but they do expect the City to manage them for current uses and protect them from fire, vandalism and trespass. In response to these statements of citizen concern, the Forest Advisory Board stopped all logging activity and began pursuing other methods of funding the ACFL management program.

In 1990 the Forest Endowment Fund was authorized by Council, and the ACFL Board and Friends of the ACFL began soliciting donations. When the fund reached \$50,000, interest from it could be used for ACFL management. Early in 1991, donations had exceeded \$10,000, indicating public support for the Endowment; and the State law banning export of timber from public lands went into effect. Both of these events convinced the Planning Commission and Forest Board to recommend deletion of revenue logging from the revised Forest Plan and the City Comprehensive Plan. On April 15, 1991, City Council voted to remove all references to logging, with the exception of limited salvage of blow down and hazard trees.



Conservation Easement Program

In 1998 the Conservation Easement Program (CEP) was initiated to protect the community forest lands from logging, mining and development while placing them on file with the Skagit County Auditor, and the Friends of the ACFL helped promote the project in the community. The Skagit Land Trust holds the easements.

The easement program was conceived of as means to replace lost logging revenue which was discontinued in the ACFL in late 1980s. The money donated goes into the Forest Endowment Fund. The principal of this fund cannot be spent; however, interest revenue can be used for the forest lands.

In August of 2007, the fund surpassed the initial goal of \$1.5 million, 11 years ahead of schedule. The CEP will continue as long as there is land to conserve in the community forest lands and people willing to contribute to its protection.

Name	Key Concerns	Specific Requests / Suggested Actions	Staff Response	Action
1 Kathleen Lorence-Flanagan	Lack of a "final" opportunity for public feedback before adoption; misrepresentation of previous public comments as being solely focused on Little Cranberry Lake.	Offer a more robust plan for public input beyond a single hearing before the November 2026 adoption.	We appreciate all of the public comments that were received. Staff has altered the sentences in the introduction regarding Little Cranberry Lake. When we are contacted by groups using the ACFL, we ask that they break down into smaller units to allow for recreational users to pass them on the trails. We measure this balance in many ways. All users are confined to the trails leaving thousands of acres untouched providing habitat for numerous species. Recreation is limited by trail use assignment, hours of use and seasonal closures.	Adjusted sentence on pg 4
2	Balancing high-impact recreation (climbing, motorcycles, large groups) with the protection of fragile ecosystems. pg 15. What is measure of success in balancing these two?	Prioritize conservation over recreation; reduce maximum group size for unpermitted visits from 25 to 10 or 15.	Expand and clarify definitions; treat all motorcycles (electric or gas) as one category; consider decibel limits. pg 45, 39, add electric scooters	pg 38, add e-motos, e-scooters, things can not be pealed; change "mountain bikes" to "pedaled bikes" on pg 45, 48, 51, 57
3	Difficulty distinguishing between e-bikes, mountain bikes, and motorcycles; noise pollution from motorized use.		The Forest Advisory Board is set and governed by the Anacortes Municipal Code (AMC) 2.45. The Forest Lands are part of the Parks and Recreation budget. Council sets the budget annually and not through the Forest Plan. Please see the list of projects on page 22 of the Plan.	
4	The need for more technical expertise on the Advisory Board; lack of clarity on implementation costs.	Add public education on wildfire risk reduction and emergency procedures to the "Policies" section.	Staff has added to our public education efforts on page 25 in the draft plan.	"Explore public education opportunities with the Anacortes Fire Department" as a policy on pg 25
5	Uncertain accessibility and location of DNR support. How readily available?	Maintain Little Cranberry Lake as the most undeveloped lake; continue moving trails (like #106) away from lakeshores to higher ground.	Staff will continue to look at ways to assist people with mobility limitation to access the water where possible and entertain trail improvement options.	
6	Concerns over past "ill-conceived" boat ramp plans at Little Cranberry Lake; trails currently out of compliance with environmental regulations.		Management of the ACFL favors conservation. Current policies hold recreation to about 3 percent of the forest surface. Scrambling and mountain climbing allows users to pick a route on the south and west faces of Mt. Erie with most following established routes. Otherwise, policies support keeping trail users on ACFL trails. Staff understands that when questions arise seemingly pitting one recreation group against another, wildlife viewing vs paddle boarding for example, there is going to be community disagreement. Our approach is to gather data, understand if resources are being jeopardized by recreational activities and discuss options with the public.	
7 Peggy Woods	Humans are viewed as "only visitors"; recreation is seen as a privilege rather than an inherent right.	Ensure all decisions and choices put the environment and habitat, "first and foremost".	Staff is working on better enforcement and repercussions for violating seasonal closures and trail use rules by adding fines to the municipal code.	
8	Observation that trails are being "torn up" by motorcycles with increasing frequency.	Increase oversight or restrictions on motorized use to prevent further trail degradation.	Staff is reviewing methods to improve fire detection with the Anacortes Fire Department, budget dependent.	
9	Rising risk of wildfire due to increasingly hot and dry summers.	Prioritize planning for early detection and rapid suppression of fires.	Staff views the recent updates to the Conservation Easement Program and City action to place new lands under conservation easement another step in this direction. Additionally, large tracts of the ACFL were donated with protections within their deeds.	
10	The responsibility to protect the forest as a "precious jewel" and "rare haven" for future generations.	Act as stewards to ensure the forest remains in good shape long after current residents are gone.	Staff agrees. In the ACFL, about 97% of the total square footage is free of trails, roads or parking lots. The majority of the land is protected by conservation easements or existing deed protection.	Please see "Action Steps" at the end of each management section
11 Tom Johnson	Recommendations are scattered and difficult to compare against the plan's stated objectives. Definitions for key terms like "sustainable recreation" are missing.	Create a table of recommendations for side-by-side comparison; include an Executive Summary and a Glossary of Terms.	Thank you for your suggestion. Action Steps are placed at the end of each Management Area section to help readers understand action items for each area.	
12 William Kennedy	Concerns that "citizen-scientist" data from Transition Fidalgo may lack rigorous protocols, peer review, or statistical validity.	Verify data collection protocols and scientific qualifications of groups providing environmental data; ensure data is peer-reviewed.	Data collection is done using accepted protocols and practices with review by volunteer university professors and engineers. At the conclusion of the work, a peer review could occur prior to publication.	
13	ADA access is mentioned selectively in management areas but is not defined as a core goal or legal requirement in the "Management Authority" section.	Formally define the scope of ADA requirements; explain how they will be enforced or if they are selective.	Staff continues to seek opportunities make areas more accessible to people with limited mobility. The parking lot and trails around the dam at Little Cranberry were the focus of trail improvements and a viewing station created in the early 2000's with this in mind. Staff looks at accessibility improvements on a case by case basis. The grant funding for Heart Lake will provide additional opportunities for accessible options for ACFL users.	
14	The plan mentions "implementation and monitoring" but lacks specific timelines, responsible parties, or resource lists.	Provide specific details on how strategies will be monitored and who is responsible for them.	Please see "Action Steps" at the end of each of the Management Areas sections.	
15	Consistency in Forest Plan Goals.	Goals should be consistent with legal requirements and protect and preserve a healthy forest and local priorities.	Staff's review of the Plan and it's Goals show that it is consistent with preservation of a healthy forest and local priorities.	
16	New facilities (like permanent restrooms) or remediation projects (Old City Dump) may cause unintended environmental degradation or require access road improvements.	Discuss potential negative impacts of increased accessibility on conservation; ensure remediation sites are returned to a "conservation site" status.	Any facilities would have to follow the necessary permitting requirements particular to the ACFL. As to the other point at the "A" Avenue Landfill the City has entered into an Agreed Order with the State Department of Ecology regarding the former landfill site. The Agreed Order process, which is directed by Ecology, began with a public meeting and a public comment period. The Agreed Order was signed in February of 2025. At this writing, the City and Ecology are finalizing the Remedial Investigation Work Plan that details how and what data will be collected on site. The public will be notified of any temporary trail closures due to this work. Please see the city website on the "A" Avenue Landfill: https://www.anacorteswa.gov/1237/A-Avenue-Landfill-Site	Please see "Action Steps" at the end of each of the Management Areas sections.
17				

18	Specific management areas like Whistle Lake face "overuse" issues (drinking, theft, fires) that lack actionable recommendations.	Consider a permitting system for access/parking in high-use areas; increase coordination with law enforcement.	Staff has considered a permitting system but has run into two consistent problems. The primary concern is that the City cannot charge a fee for access as that would reduce our recreational immunity status under State law. Fees for parking could be charged, but if this was determined to be an option the City wanted to pursue, finding funding to create and enforce this would be a challenge.	Online file has been corrected.
19	Maps included in the draft are out of focus, use undefined abbreviations (e.g., DY, TBD, CEP), and contain spelling errors.	Replace current maps with high-resolution, legible versions with clear legends and defined abbreviations.	These were corrupted when file was condensed for posting, staff has corrected these issues.	
20	Management is leaning toward a "Parks and Recreation" development style (resembling "Disneyland") rather than a "Natural Resource Management" approach.	Shift to a Natural Resource Management perspective; ensure leadership has backgrounds in natural resources rather than just parks and recreation. Stop encouraging the growth of motorcycle and horseback trail designations; clarify that "improvements" do not mean adding soccer fields or frisbee golf.	Staff has added the phrase "due to forecasted population growth" on page 11 to help clarify the sentence regarding increased use. Staff's review of the Plan and its Goals show that it is consistent with preservation of a healthy forest and local priorities.	Page 11 has been edited.
21	High-impact uses (motorcycles and horses) cause noise pollution, erosion, and the introduction of invasive weeds.		Please see pages 36 and 43 in this plan regarding rationale for trail construction and prohibition on building athletic fields in the ACFL.	
22	Potential toxic leakage from the Old Dump (Avenue Landfill) into the 32nd Street Swamp and Big Beaver Pond.	Provide transparency on remediation costs and funding; prioritize cleaning up existing contamination over funding new initiatives.	The city was issued a No-Further Action (NFA) letter in 2009 when its closure and capping of the "A" Avenue Landfill was initially completed. The NFA was lifted in 2020 after citizen complaints about a city discussion regarding a bike skills course on the landfill cap. Since that time the city and Department of Ecology (DOE) began working through the Model Toxic Clean-up Act, and entered into an Agreed Order in February of 2023. The DOE ran a public meeting and took public comments on the Agreed Order before it was finalized. In the spring of 2026, the city and DOE are finalizing a Remedial Investigation (RI) workplan to begin this sampling program. Contracted work to date is \$735,743.00 and is funded by the Public Works Solid Waste Fund. Please see the city website on the "A" Avenue Landfill: https://www.anacorteswa.gov/1237/A-Avenue-Landfill-Site	
23	Increased access for non-residents puts a strain on the forest without contributing to its tax base.	Clarify "enhanced access" to mean safety/signage rather than more traffic; implement a fee system for non-resident high-impact users (e.g., climbers).	Staff has considered a permitting system but has run into two consistent problems. The primary concern is that the City cannot charge a fee for access as that would reduce our recreational immunity status under State law. Fees for parking could be charged, but if this was determined to be an option the City wanted to pursue, finding funding to create and enforce this would be a challenge.	
24	Vague terms like "trail improvements" and "enhanced access" may hide intentions to build high-impact recreational infrastructure.	Provide specific, narrow definitions for "improvement" and "access" that exclude development inconsistent with a forest environment.	Please see pages 36 and 43 in this plan regarding rationale for trail construction and prohibition on building athletic fields in the ACFL.	
25	Existing rules (tear laws, waste removal) are frequently ignored despite clear signage.	Address the failure of current leash and waste enforcement before expanding use.	We are working with the Anacortes Police Department to increase patrols, please see pages 23 & 24.	
26	The plan needs more emphasis on law enforcement.	The city approved 5 new officers in 2025, the ACFL matters and needs more enforcement presence.	On page 24, the plan outlines goals that were developed in collaboration with the Anacortes Police Department. Now that APD has reached full staffing we anticipate a return of the Student Resource Officer to the park system in summer 2026.	
27	The Fire Protection section needs more work and greater emphasis.	Wildfire detection, fuel reduction and a wildfire alert system should be included in the Fire Protection strategies.	Pages 25 and 54 explain the ACFL fire protection plans which are developed in collaboration with the Anacortes Fire Department. We will continue to discuss wildfire detection technology with Fire Department leadership. The idea of fuel reduction in a western Washington forest could lead to a drastic change in the ecology of the woods as the forest floor is rich in organic material and downed timber are rich habitat.	
28	The plan needs better justification for policy statements instead of relying on anecdotes.	Anecdotal information can lead to management decisions based on impressions rather than quantitative measurements and evaluations. See page 4 regarding the number of regional visitors.	Regarding the wording on page 4, staff has revised. Regarding methodology for decision making, the recent e-bike study is an example of where staff used measurements and evaluations to recommend a policy change to allow class 1 e-bikes on the trails after 12 months of trail review.	adjustment made on pg 4
29	The draft fails to include the need for a new management structure with an emphasis on natural resource management.	How can the city assure that natural systems are protected without an ecologist or natural resource manager?	The city has hired scientific consultants as needed for permits and project reviews. Staff regularly consults with State and Federal permit staff to review potential projects. Staff meets regularly with Samish Indian Nation staff regarding cultural and natural resource issues. Staff believes that protection of habitat in the long term comes down to sound policies, deed protections, adequate permit requirements and qualified staff.	
30	The Plan needs a budget discussion for responsible fiscal planning.	Without a budget plan, the recommendations amount to a wish list.	A plan of this nature does a mix of short term and long term goals. It is reasonable to criticize some of these as aspirational. The financial aspect of this plan is developed annually during the city's budget process, including the maintenance operation budget and capital facilities plan.	added list of projects and approx costs to pg 22
31	Members were disappointed there was no written responses with rationale provided to individual comments.	Public would like thorough responses and acknowledgement they are advocating for the wildlife and ecosystems.	City staff and the Forest Advisory Board have conducted a comprehensive review of all submitted public testimony. The City Council is currently engaged in a parallel evaluation process. Over the past three years, staff has dedicated significant resources to the systematic compilation, analysis, and distribution of community feedback to ensure all constituent voices are represented in the record.	
32	The current Forest Advisory Board (FAB) lacks the technical depth needed for a "Nature First" management approach.	Renaming FAB to the Forest Management Board (FMB); restructure it to include scientists (forest, wetland, wildlife), professional forest managers, and "boots on the ground" members.	The Forest Advisory Board is set and governed by AMC 2.45.	

33	City taxpayers alone cannot adequately fund a full-time ACFL staff; past budgets shouldn't dictate future needs.	Implement user fees (parking, daily use, and yearly passes) for both residents and non-residents. Create a hybrid funding model leveraging non-profits for grants and "pet project" donations.	Staff has considered a permitting system but has run into two consistent problems. The primary concern is that the City cannot charge a fee for access as that would reduce our recreational immunity status under State law. Fees for parking could be charged, but if this was determined to be an option the City wanted to pursue, finding funding to create and enforce this would be a challenge.
34	Comments are often treated as "annoying noise" rather than data; there is a lack of transparency in the "design phase" of projects like Heart Lake.	Establish a formal, aggressively inclusive public comment process where all written/verbal comments receive a written response within 30 days. Adopt a "Nature First" focus: preservation of habitat and native plants is the priority, with limited low-impact recreation as a secondary goal.	The Heart Lake Shoreline Restoration project is following the elements of the Heart Lake Master Plan. An Open House on March 10 was an opportunity for the public to learn more about this project and its status. Staff is currently gathering engineering and critical areas data for permitting. The public is welcome to ask the staff questions at any time about the project. There will also be a formal comment period during permitting.
35	The ACFL is a "rewilding" environment, not a former clearcut site or a typical park.	Formalize partnerships with groups like Friends of the Forest (education), Transition Fidalgo (science), and the Samish Tribe (cultural/historical/science).	Staff believes that this is the current state of ACFL goals and policies.
36	The City suffers from the "law of small numbers"—it can't afford a part-time naturalist or specialist for every need.	Halt development until a full public review with a formal comment and answer period is conducted to ensure community alignment.	These are existing formal partnerships.
37	The 2010 Heart Lake Master Plan is outdated and being implemented without a modern public review.	Habitat preservation and conservation need to be the apex value for the forestlands. Prioritize the role of science; encourage more community involvement in helping scientific experts with monitoring work. Conduct a fresh, community-involved investigation into funding alternatives for a dedicated APD-based forest ranger (LEO position).	The Heart Lake Shoreline Restoration project is following the elements of the Heart Lake Master Plan. This project is currently gathering engineering and critical areas data for permitting. The public is welcome to ask the staff questions at any time about the project. There will also be a formal comment period during permitting.
38	The city forests are facing a dynamic and daunting climate shift.	Deploy strategic camera placement for the dual purposes of wildlife monitoring and security.	Habitat conservation is a priority of the ACFL plan. Staff also considers recreational opportunities in the forest lands and tries to find a balance when there is conflict. Please see page 62.
39	Ensuring the plan remains critically grounded in scientific monitoring.	Transparently identify external advocates, beneficiaries, or funders behind specific projects (like the Little Cranberry Lake boat ramp).	Staff have included a new chapter dedicated to the citizen science work by Transition Fidalgo, please see page 62.
40	Lack of a dedicated presence to manage safety and act as "wildfire prevention insurance".	Prioritize the integrity of the forest by removing motorized and high-impact "throttle" vehicles that have "no place" in the ecosystem. Ban all non-pedal bikes on all ACFL land. Move away from "top-down" decision-making; adhere to the detailed letters submitted by specific community advocates.	Staff appreciates this suggestion and while it may choose a different approach, we support finding alternative workable funding options to increase services in the ACFL.
41	Need to ensure "best behavior" and protect both human and non-human inhabitants.	Abandon plans for accessibility infrastructure at LCL; maintain it as a natural, undisturbed area. Direct those seeking accessible recreation to Heart Lake, which already has "great access" along the shore and parking lot. Ensure that comments sent via "regular email" are given the same weight as those submitted through formal portals.	Staff uses game cameras now as they are the most reliable and affordable technology that works in the forest lands when the need arises. Access to power and connectivity are limitations staff has encountered when researching camera technology. The city is fortunate to receive donations for Parks and ACFL projects programs and improvements. Some donors prefer to make their donations anonymously and this is governed by AMIC-3.10. This was the case at the recent skate park project and at Little Cranberry. In the case of Little Cranberry, it has been part of the ACFL plan for nearly 20 years to make improvements around the dam to increase access for those with limited mobility.
42	Use of "strawman" arguments in city staff assertions; lack of clarity regarding project backers.	Prioritize the integrity of the forest by removing motorized and high-impact "throttle" vehicles that have "no place" in the ecosystem. Ban all non-pedal bikes on all ACFL land. Move away from "top-down" decision-making; adhere to the detailed letters submitted by specific community advocates.	Staff supports the multi-use trail system that allows for motorcycles as one of our user groups. Many of the issues could be addressed by improving our enforcement system. To that end, the return of the School Resource Officer in the summer, increased patrols by ACFL staff during winter hours and potential changes to the municipal code are solutions we are promoting.
43	Perceived "pre-determined" outcomes where a small group in the City decides what they want, ignoring the public and other council members.	Abandon plans for accessibility infrastructure at LCL; maintain it as a natural, undisturbed area. Direct those seeking accessible recreation to Heart Lake, which already has "great access" along the shore and parking lot. Ensure that comments sent via "regular email" are given the same weight as those submitted through formal portals.	Staff reads and shares each comment it receives with either the Forest Advisory Board or now that the draft plan has made it to City Council, with each member.
44	Developing LCL for accessibility is seen as unnecessary and costly when alternatives exist. Re-introduction of accessibility projects that were previously thought to be dismissed.	Abandon plans for accessibility infrastructure at LCL; maintain it as a natural, undisturbed area. Direct those seeking accessible recreation to Heart Lake, which already has "great access" along the shore and parking lot. Ensure that comments sent via "regular email" are given the same weight as those submitted through formal portals.	Staff reads and shares each comment it receives with either the Forest Advisory Board or now that the draft plan has made it to City Council, with each member.
45	The formal city site for making comments is technically difficult for some residents to navigate.	Abandon plans for accessibility infrastructure at LCL; maintain it as a natural, undisturbed area. Direct those seeking accessible recreation to Heart Lake, which already has "great access" along the shore and parking lot. Ensure that comments sent via "regular email" are given the same weight as those submitted through formal portals.	Staff reads each comment and shares them. Email is a fine way to provide them to the city; staff will pass them along. Thank you for participating.
46	The draft is a "start" on climate change but lacks actionable details like a budget or Rough Order of Magnitude (ROM) for mitigation strategies.	Abandon plans for accessibility infrastructure at LCL; maintain it as a natural, undisturbed area. Direct those seeking accessible recreation to Heart Lake, which already has "great access" along the shore and parking lot. Ensure that comments sent via "regular email" are given the same weight as those submitted through formal portals.	The financial aspect of this plan is developed annually during the city's budget process, including the maintenance operation budget and capital facilities plan.
47	Operating two separate management plans (the Forest Plan and the Comprehensive Plan) creates confusion and precedent issues.	Abandon plans for accessibility infrastructure at LCL; maintain it as a natural, undisturbed area. Direct those seeking accessible recreation to Heart Lake, which already has "great access" along the shore and parking lot. Ensure that comments sent via "regular email" are given the same weight as those submitted through formal portals.	The Forest Plan is a separate document from the City Comprehensive Plan. The Comprehensive Plan does not manage the ACFL.
48	The "undocumented non-process" used for the Forest Plan may violate the Growth Management Act (GMA) requirements for consistent internal processes.	Abandon plans for accessibility infrastructure at LCL; maintain it as a natural, undisturbed area. Direct those seeking accessible recreation to Heart Lake, which already has "great access" along the shore and parking lot. Ensure that comments sent via "regular email" are given the same weight as those submitted through formal portals.	The Forest Plan is a separate document from the City Comprehensive Plan. It does not have the GMA requirements that the Comprehensive Plan has.
49	The current process fails to fulfill the 2025 Council promise for an "aggressively inclusive" public comment process.	Abandon plans for accessibility infrastructure at LCL; maintain it as a natural, undisturbed area. Direct those seeking accessible recreation to Heart Lake, which already has "great access" along the shore and parking lot. Ensure that comments sent via "regular email" are given the same weight as those submitted through formal portals.	Staff acknowledges your opinion and believes that the time for taking public comment and involving the public in this process delivered a sound plan for City Council consideration.
50	A feeling that public input was "mostly for show" and treated as an obligation to be "worked around" rather than "listened to."	Abandon plans for accessibility infrastructure at LCL; maintain it as a natural, undisturbed area. Direct those seeking accessible recreation to Heart Lake, which already has "great access" along the shore and parking lot. Ensure that comments sent via "regular email" are given the same weight as those submitted through formal portals.	Staff reads and shares each comment it receives with either the Forest Advisory Board or now that the draft plan has made it to City Council, with each Council member.
51	Ray Lewis	Abandon plans for accessibility infrastructure at LCL; maintain it as a natural, undisturbed area. Direct those seeking accessible recreation to Heart Lake, which already has "great access" along the shore and parking lot. Ensure that comments sent via "regular email" are given the same weight as those submitted through formal portals.	Added list of projects included in the plan on Page 22.

52	The City's framing implies that those opposing development at Little Cranberry (LCL) are "anti-ADA," which misrepresents the desire to protect the lake for everyone.	Acknowledge that the desire to limit access at LCL is about environmental sensitivity, not depriving those with ADA needs.	Staff acknowledges that commentors opposed to the proposed kayak launch and shoreline improvements at Little Cranberry based their comments on their concern for the environment. Staff will continue to look for options near the dam to improve access for people with limited mobility while rehabilitating the shoreline.	
53	Lack of information on why LCL is being targeted for accessibility projects when Heart Lake is less environmentally sensitive.	Explain why ADA needs are better served at LCL than at Heart Lake; justify the choice to prioritize a sensitive area for development.	Work to improve accessibility at Little Cranberry Lake has been ongoing for about 20 years. Heart Lake is another place where we will look to improve accessibility as the opportunities arise in the upcoming grant funded project there. Staff has also looked at options to improve access on the summit of Mt. Erie. As many ACFL users recognize, the terrain of the ACFL makes access difficult for users with limited or diminished mobility. The city tries to find options in the ACFL where it can make access easier so all can enjoy the nature and beauty of the forests.	
54	The current process promotes cynicism ("what's the point?") and leaves participants with an "unsatisfying experience in civics."	Ensure participants feel "considered" and "listened to," regardless of whether the final outcome matches their specific request.	From the 1st to 2nd draft, staff and the Forest Advisory Board made responsive changes based on public comment.	
55	The fundamental difference between managing a "park" (for people) and the ACFL (for habitat) is being blurred.	Manage the ACFL as an "undeveloped", prioritize the health of wild residents and habitats over physical recreation facilities.	Staff takes two different approaches to managing the parks and ACFL. Please see pages 36 and 43 in the plan regarding trail construction and development restrictions in the ACFL.	
56	Human activity (noise, trail shortcuts) disrupts the most diverse habitats in the forest/beaver ponds.	Use split-rail barriers and signage (similar to Deception Pass State Park) to keep visitors on established trails and allow ground recovery.	Staff appreciates this suggestion and uses split rail and other natural barriers to keep people on trail and out of sensitive areas such as wetlands and buffers.	
57	Use of lead fishing tackle in ACFL lakes is poisoning the ecosystem, particularly eagles and loons.	Implement a ban on lead fishing tackle in all ACFL lakes; join the state-wide movement for lead-free fishing.	Staff acknowledges that keeping people out of wetlands and their buffers despite our efforts is an ongoing problem.	
58	Little Cranberry Lake has a fishery that does not require stocking	This self sustaining fishery needs to be recognized and protected as a specific goal in the Forest Plan.	Staff will research this suggestion.	
59	Concern about water quality at Little Cranberry Lake and cyanobacteria or blue green algae blooms recently.	Tests of the water should be done regularly and ensure that chemicals are not flowing into the lake.	At different points in the past, all ACFL lakes have been stocked with non-native fish. Staff has had ongoing conversations with the Washington Department of Fish and Wildlife about fish stocking practices and what lakes can and cannot sustain stocking.	
60	The Plan fails to implement or comply with the Shoreline Management Act (SMA) and Critical Areas Ordinance (CAO).	Prioritize bringing the trail system into compliance; specifically address trails currently harming shorelines and wetlands, specifically 101, 102, 106, 131 and 210.	Staff works with Skagit County Public Health to regularly review lake status during the summer and if a cyanobacteria bloom is present to do necessary testing. The phosphorus loading that drives a cyanobacteria bloom can occur naturally. Staff can continue researching this problem.	
61	Recreation goals are not based on actual data from Anacortes residents; wildlife watching is ignored in favor of high-impact activities like fishing and rock climbing.	Conduct surveys of Anacortes residents to determine their values; increase focus on wildlife watching and education over boating/fishing.	The Plan calls for the potential closure of trail 101 in the SW portion of Little Cranberry Lake. It also calls for possible relocation of trail 106 as is allowable given the terrain. The Critical Areas Ordinance (CAO) or Shoreline Management Act (SMA) apply when development is proposed. A trail that was created 40 or 50 years ago does not necessarily conform with today's setback standards but is allowed to exist under the CAO and SMA. Staff is continually working/improve review of maintenance projects under the CAO.	
62	Questioning why fishing and boating are supported on all lakes when they cause shoreline damage and have low resident participation.	Re-evaluate the necessity of fishing and boating on all lakes; acknowledge and address the negative impacts of these activities.	It is a valid point that new surveys would be helpful to understand current sentiments on this question. Previous surveys the city has completed going back to the 1990's did show that residents valued access to water as one of their highest consistent priorities.	
63	"Organized groups" (likely non-residents) have disproportionate influence; "pet projects" are funded by opaque donations.	Require full transparency regarding who donates money for specific projects; ensure Anacortes resident values outweigh outside groups.	Every user group can behave in ways that cause damage or diminishes habitat in the Community Forest Lands. The nature of fishing or boating do not necessarily damage habitat.	
64	Current staff and Advisory Group lack the scientific expertise to understand or implement SMA and CAO requirements.	Rethink the qualifications for Advisory Group members and Park Department staff to ensure scientific literacy.	The city is fortunate to receive donations for Parks and ACFL projects programs and improvements. Some donors prefer to make their donations anonymously and this is governed by AMC 3.10. This was the case at the recent skate park project and at Little Cranberry. In the case of Little Cranberry, it has been part of the ACFL plan for nearly 20 years to make improvements around the dam to increase access for those with limited mobility.	
65	Concern about the 15mph speed limit being too high, as well as no enforcement	Lower the allowed speed for bikes and motorcycles.	The Forest Advisory Board (FAB) are hard working volunteers appointed by the mayor under AMC 2.4b. We encourage community members to apply when there is an opening. Some FAB members have science backgrounds, others bring a different lens of expertise; all are valued volunteers. Staff regularly seeks the expertise of consultants, state and federal agency staff and others if there are questions that need advice from a third party.	
66	Previous comments were "barely addressed", a 2nd matrix of responses was never created, making it impossible to track if input was used.	Create a searchable database/matrix for all public comments with a specific city response for each individual entry.	Staff acknowledges that better enforcement of the speed limit on the trails would be helpful in providing a safe environment for trail users.	

80	John Meehan	The current blanket ban on two-stroke engines is based on "vintage" carbureted technology that is no longer representative of modern machines. Modern EFI (Electronic Fuel Injection) two-strokes have reduced hydrocarbons by 90%, eliminated visible smoke, and improved noise dampening. Heavy four-stroke motorcycles (which are currently allowed) can actually cause more trail compaction and erosion than lighter, modern two-strokes. The current rule discriminates against a specific engine type rather than focusing on actual "on-trail" behavior or impact. Current rangers are tasked with identifying engine types they may not understand, leading to inconsistent enforcement. High rates of theft, vandalism, and misuse of forest lands (such as unauthorized motorcycles/horses) due to lack of oversight. Parks currently lacks accurate data on how many people use the forest and for what activities (hiking vs. biking vs. watercraft).	Update the access resolution to replace blanket bans with performance-based standards (e.g., emissions and decibel limits). Recognize that modern two-strokes meet EPA and Euro 4/5 standards and should be treated the same as four-stroke motorcycles. Adopt a weight-to-contact-patch ratio standard to minimize trail damage across all motorcycle types. Implement a "Technological Neutrality" policy: If a machine meets noise and emission standards, the engine cycle (2-stroke vs 4-stroke) should not matter. Use USDA-approved spark arrester stamps and standard decibel testing as the clear, objective criteria for trail access. Install permanent 24-hour security cameras at major parking lots and specific hotspots (Whittle Lake Trail 20, Mt. Erie summit, etc.). Use security footage to build a usage database to evaluate peak times and user types by season and year.	The draft plan has language built in to explore this.
81				The draft plan has language built in to explore this.
82				The draft plan has language built in to explore this.
83				The draft plan has language built in to explore this.
84				The draft plan has language built in to explore this.
85	Mark Nihart	Human enforcement (Police/Parks staff) is expensive and limited; current methods for monitoring are inefficient. Local taxpayers are bearing the full cost of a resource used heavily by non-residents; the plan lacks specific budget protections. The current plan follows a "Recreation First" model, while public consensus overwhelmingly supports "Nature First". The city's "bundled" comment files made deep analysis difficult; there is a lack of modern database tools for tracking public input.	Staff uses game cameras now as they are the most reliable and affordable technology that works in the forest lands when the need arises. Access to power and connectivity are limitations staff has encountered. Staff has considered a permitting system but has run into two consistent problems. The primary concern is that the City cannot charge a fee for access as that would reduce our recreational immunity status under State law. Fees for parking could be charged, but if this was determined to be an option the City wanted to pursue, finding funding to create and enforce this would be a challenge. Staff acknowledges this view and reminds the public that trail use is limited to less than 3% of the ACFL. Conservation practices and city policies protect the remaining 97% of the ACFL through various means.	Staff uses game cameras now as they are the most reliable and affordable technology that works in the forest lands when the need arises. Access to power and connectivity are limitations staff has encountered. Staff has considered a permitting system but has run into two consistent problems. The primary concern is that the City cannot charge a fee for access as that would reduce our recreational immunity status under State law. Fees for parking could be charged, but if this was determined to be an option the City wanted to pursue, finding funding to create and enforce this would be a challenge. Staff acknowledges this view and reminds the public that trail use is limited to less than 3% of the ACFL. Conservation practices and city policies protect the remaining 97% of the ACFL through various means.
86				Staff hopes that the answers in this comment matrix are accessible.
87				Please see the SEPA application for complete "red line" document.
88				Staff needs more information on proposed monitoring triggers.
89	Mark Nihart	The draft lacks a detailed executive summary and clear tracking of changes from previous versions. The plan focuses on facilitating growth rather than managing carrying capacity. The ACFL serves as a vital local resource for practicing and maintaining off-road motorcycle skills, particularly balance and muscle memory. The commenter emphasizes their commitment to following all ACFL rules, including seasonal restrictions and yielding to all other trail users. Believes the 2026 Forest Plan Update is ready for approval after a thorough review process. Asserts that input regarding conservation laws (local, state, and federal) has already been sufficiently integrated. Views the Forest Advisory Board (FAB) meetings and public comment opportunities as having been adequate and successful. A perceived failure to uphold a 2025 promise for a "better, open, and transparent" public process. Public comments are currently treated as "annoying noise" or mere testimony rather than "valuable data". Anacortes lacks the sophisticated public involvement systems used by neighboring or similar towns. The November 2026 completion date is viewed as "artificial" since the plan is not legally mandated by higher levels of government.	Staff acknowledges this comment. Staff appreciates trail users who follow the rules and encourages other to do so. Staff acknowledges this comment. Staff acknowledges this comment. Staff would like to underscore the expression of gratitude to the volunteers on the Forest Advisory Board who have worked on this project for the past 3 years. Staff believes that the 3 year process to update and review this plan has been sufficient and appreciates the public for taking the time to participate and share their views. Each comment submitted has been reviewed by staff, the Forest Advisory Board and Council. Staff does not support this suggestion. Staff does not support this suggestion.	
90				Staff acknowledges this comment.
91				Staff acknowledges this comment.
92				Staff acknowledges this comment.
93	Ann Holster			Staff acknowledges this comment.
94	Tim Schmidt			Staff acknowledges this comment.
95				Staff acknowledges this comment.
96	Aven Wright-Meinbosh			Staff acknowledges this comment.
97				Staff acknowledges this comment.
98				Staff acknowledges this comment.
99	Mark Nihart			Staff acknowledges this comment.
100				Staff acknowledges this comment.
101				Staff does not support this suggestion.
102				Staff does not support this suggestion.

103	Julie Kinder	Inconsistency in the list of protected vegetation between different sections of the plan.	Add the word "fungi" to the list of vegetation prohibited from removal on Page 56 to match the language on Page 72.	Comment acknowledged. The draft plan has been updated.	Updated pg 56
104		The draft defers electric motorcycle policy to a later date, despite current observations of trail damage.	Remove the deferral; immediately include electric motorcycles in the seasonal closure (Nov 1–Mar 31) and treat them the same as combustion motorcycles.	Comment acknowledged. The draft plan has been updated.	Clarification added to pages 38 & 39
105		Inconsistent and confusing terminology for bicycles (e.g., "pedaled bicycles" vs. "mountain bikes" vs. "e-bikes").	Adopt consistent terms: "Analog Bike" (non-electric) vs. "Electric Bike" (Class 1, 2, 3). Rename the E-Bike section to "Mountain Bikes (Including E-bikes)".	Comment acknowledged. Staff has reviewed the plan and made terms consistent.	Clarification added to pages 38 & 39; terms adjusted on pg 45, 48, 51, 57, 58
106		Current language lacks clarity on which specific electric vehicles are restricted during winter months.	Explicitly state that Electric Motorcycles and Class 2/3 E-bikes are prohibited on trails from November 1st to March 31st.	Comment acknowledged. Staff has reviewed policies.	Clarification added to pgs 38 & 39
107		Summary pages for specific areas (Cranberry, Whistle, Heart) lack the necessary detail on seasonal restrictions.	Add the specific April 1–Oct 31 date range for motorcycles and e-bikes directly to the one-page summaries for each forest area.	Comment acknowledged. The draft plan has been updated.	Added language to pg 45, 48, 51, 58

Name	Key Concerns	Specific Requests / Suggested Actions	Staff Response	Action
1	Sarah Pedersen	The plan fails to recognize "Quiet" as a rare and valuable attribute; noise from the gravel pit, SR 20, and motorcycles erodes the experience.	Include "Quiet" as an official value in the plan; identify and prioritize "Quiet Zones" in isolated basins and difficult terrain.	It is unclear how a quiet area would be regulated or enforced if it were considered for the plan. Current motorcycle restrictions do create a number of areas and seasons where other trail users can recreate as they wish without motors.
2		Decisions on motorcycle access have historically focused only on trail durability, ignoring the impact of engine noise on "bird listening".	Add engine noise impact as a primary criterion for determining where motorcycles are allowed.	The previous decisions on two stroke engines at the time they were discussed focused on smoke from the engines, noise and trail damage.
3		Internal combustion engines are the primary disruptors of forest peace.	Consider replacing internal combustion access with electric-only access on specific trails (e.g., south of Cranberry Lake).	Staff has spoken about the potential to make changes in the S Little Cranberry area.
4		Construction of buildings and facilities should be avoided unless absolutely necessary to maintain the "refuge" character.	Maintain the ACFL as a refuge for humans and wildlife, distinct from a traditional developed park.	Please see pages 36 and 43 in this plan regarding rational for trail construction and prohibition on building in the ACFL.
5		ADA access at Little Cranberry Lake (LCL) is silly and redundant because those with vehicles can easily reach Heart Lake instead.	Focus ADA improvements at Heart Lake and keep LCL primitive for those accessing it on foot from nearby neighborhoods.	Staff will continue to look at ways to assist people with mobility limitation to access the water and shoreline where possible in the ACFL and entertain trail improvement options.
6		The south end of Little Cranberry Lake (LCL) is comparatively pristine but threatened by boat traffic.	Use buoys to restrict boats to the north end of LCL, preserving the southern portion of the lake as a quiet sanctuary.	Staff can research this idea.
7	Mark Nihart	Parks staff are currently overextended; the APD should "own" enforcement of rules and laws within the forest.	Add a dedicated Enforcement Section to the Plan with a direct link to a formal APD enforcement strategy.	Staff is working on codifying the Forest Plan to allow for more enforcement on trail violations.
8		Professional police staffing for 3,000 acres is unaffordable.	Create a trained, chartered volunteer group called "ACFL Forest Watchers" to act as visible "eyes and ears".	The Auxiliary Patrol exists; the Trail Patrol has come and gone, twice; the Friends' trail ambassadors program is diversifying and growing.
9		Current enforcement is reactive; the city lacks data on where and when violations (like off-leash dogs) occur.	Develop a database of observations (violations, trail damage, invasive plants) to tailor police deployment with greater accuracy.	Skagit County keeps a map that is fed by data from the 911 Center that details crime in an area, by date or type. Here is the web address: https://www.skagitcounty.net/maps/crimemap/
10		The public's perception of "problem areas" is not currently being systematically collected by law enforcement.	APD should conduct public meetings specifically to gather testimony on enforcement issues and potential solutions.	Please see data collection information above. Staff acknowledges these comments.
11		Existing rules may be ineffective if they are not "hardened" into enforceable city ordinances.	Review and adjust all ACFL rules to determine if they should be formal ordinances allowing for citations and fines.	Staff is working on codifying the Forest Plan to allow for enforcement.
12		The complexity and size of the ACFL make it impossible to rely solely on people "doing the right thing".	Install hardened security infrastructure (surveillance) at major entry points like Heart Lake and Sugarloaf to reduce labor costs.	Staff use game cameras now as they are the most reliable and affordable technology that works in the forest lands when the need arises. Access to power and connectivity are limitations staff has encountered.
13	Paul Barron	Vehicle overflow on curves causes horn honking and safety hazards; cars frequently block private driveways (specifically the Earwoods').	Actively discourage overflow parking at the #248 trailhead rather than just requesting it via posters.	Staff has no plans to increase parking at the #248 trailhead, edits to the draft plan have been made to clarify that point.
14		Current signage directing overflow to Ray Auld Drive (1.2 miles away) is "unreasonable" and ineffective once a user has already arrived.	Limit #248 parking to 4-5 vehicles. Shift primary access for Trail #247 to the "Big Trees" area on Heart Lake Road.	There are only a couple of parking spots available at the trail #248 parking trail head. As was noted at the public hearing, city land there is very limited. Parking beyond that is on the county road. Parking at the "two big trees" is currently available to the public but limited by terrain.
15		The "Big Trees" area is an established but underutilized parking zone with direct access to Trail #247.	Inexpensively enhance/improve the "Big Trees" parking area to serve as the main hub for Trail #247 and Sunset Slab climbers.	People are currently welcome to use this site for parking. Staff has also created access for this area on Mt. Erie itself at trail #239. There is additional parking and access for these climbing areas. Staff can assess signage to make sure this is clear to users.
16		Significant climbing access (e.g., Sunset Slab) exists on unnumbered trails that are better served by the Heart Lake Road side.	Recognize the alternate climbing trail in the plan to better direct climber traffic away from residential trailheads.	
17	Mark Nihart	The Parks Department is not the primary authority on fire; the plan should defer to the experts.	Link the Forest Plan to a formal AFD Wildland Fire Management Plan; AFD should lead firefighting, shutdowns, and evacuations.	Pages 25 and 54 explain the ACFL fire protection plans which are developed in collaboration with the Anacortes Fire Department. We will continue to discuss wildfire detection technology with Fire Department leadership.

Clarified "enhancements" on pg 14

18	Relying on "calls" is reactive and dangerous given the speed of modern wildfires.	Install a PANO AI detection system on Mt. Erie; deploy drones and "boots on the ground" during high-fire season.	Staff is reviewing methods to improve fire detection with the Anacortes Fire Department. The fire detection system mentioned is something the city has investigated. The trail users are also a very valuable resource for calling in fire reports.
19	AED lacks the staff/equipment to handle a major fire alone, and DNR resources may be delayed by hours or days.	Form a Fidalgo Island Fire Fighting Consortium (FIFFC) including State Parks, Swinomish Fire, PSE, and the DNR.	Any new group would be initiated by the Anacortes Fire Department taking the lead. The city has a mutual assistance agreement with other local fire districts and the Department of Natural Resources.
20	Human recreation is a primary fire start risk, especially with "clueless or irresponsible" users. Taxpayers are unlikely to approve higher taxes for a "maybe" event, requiring "out-of-the-box" efficiency.	Develop an AFD/APD strategy to completely shut down ACFL access and deploy fire watch teams during "High Fire" days. Share the costs of detection systems (like PANO) among all beneficiaries, including the County and State Parks.	Staff has prepared for an all trail shutdown. The staff coordinates with the Fire Marshall and DNR staff when there is high fire danger for public education and fire watches.
21	The plan is moving to Council a year ahead of its "artificial" deadline, prematurely closing public comment.	Reopen public comment; ensure "continuous public input" as required by GMA standards before a Council vote.	Staff acknowledges this comment.
22	Mark Nihart	Adopt a formal, transparent, and scalable Public Comment Process; provide volunteers (FAB/Planning Commission) with better structural support. Reflect a "less is more" approach to user group expansion; prioritize ecosystem health monitoring in the plan.	Staff believes that the public has had many opportunities to comment on the development of the plan at the Forest Board level and the draft plan while it is being reviewed at City Council.
23	The city lacks a "Data Management Framework" and AI analysis tools to properly categorize and analyze thousands of public comments.	Use physical safety features (such as speed bumps) to manage vehicle speeds and ensure the area remains accessible to all.	Staff acknowledges this comment.
24	Broad agreement among FAB members and the public that Nature/Conservation must come first, with recreation second.	Oppose the expansion of the Trail #248 parking area in the strongest possible terms.	Staff acknowledges this comment.
25	Jack Curtis	Pause the proposal to revisit data and engage directly with the affected residents.	Staff can investigate the feasibility of this suggestion.
26	Keith Fitz-Gerald	Implement strict parking limits (4-5 vehicles) on a first-come, first-served basis at the trailhead.	Staff has no plans to increase parking at the #248 trailhead, edits to the draft plan have been made to clarify that point.
27	The high volume of visitors to Mt Erie creates a dangerous environment without speed regulation. Frequent trespassing, rude/threatening behavior from users, and vehicles using private driveways for turnarounds.	Pursue off-road parking options within the trail system itself to remove vehicles from the residential corridor.	Staff has no plans to increase parking at the #248 trailhead, edits to the draft plan have been made to clarify that point.
28	High vehicle volume on a narrow road with poor visibility; lack of traffic calming leads to risks for pedestrians and cyclists. Accumulation of trash (bottles, cans) and dangerous litter (drug paraphernalia/needles); noise, foul language, and marijuana odors.	Utilize existing parking below the Erie store or the "2 Trees" area near Trail #247 as safer, connected alternatives.	City staff does patrol that trailhead, but the area is outside of the city limits so parking along the roadside is not in the city's jurisdiction.
29	Illegal parking on residential lawns causes trenching, landscape damage, and vehicles sliding into ditches. Planners have overlooked viable, inexpensive alternatives that distribute impact rather than concentrating it.		Staff has also created access for this area on Mt. Erie itself at trail #239. There is additional parking and access for these climbing areas. Staff can assess signage to make sure this is clear to users.
30			People are currently welcome to use this site for parking.

Clarified "enhancements" on pg 14

Clarified "enhancements" on pg 14

Name	Key Concerns	Specific Requests / Suggested Actions	Staff Response	Action
Josie Henderson	<p>Acknowledges the "lots of public comment" and feels the Forest Advisory Board (FAB) has "really listened to the community."</p> <p>Potential for budget cuts to undermine the forest; the forest is a "tremendous community resource" that drives tax revenue.</p> <p>Rules "don't mean anything" if they are not enforced; current adherence to rules is visibly lacking.</p> <p>Tough decisions regarding forest management are looming.</p> <p>The ACFL requires a "village" to sustain it; the organization represents 400 members across all neighborhoods.</p>	<p>Continue with the current process and finalize the plan, as the organization has already contributed to the regulations.</p> <p>Keep the forest's economic and community value in mind even under budgetary pressures; ensure it remains a funding priority.</p> <p>Commit to funding and implementing enforcement so that the regulations within the plan are actually followed.</p> <p>Make evidence-based decisions; prioritize research and science over anecdotal or political pressure.</p> <p>Maintain the collaborative relationship between the City and long-standing community partners like the Friends of the ACFL.</p>	<p>The Friends' support means a lot to the process and the woods themselves.</p> <p>The city understands the strong support for the Community Forest Lands and will work on funding solutions during its annual budget process.</p> <p>The city understands the strong support for the Community Forest Lands and will work on funding solutions during its annual budget process.</p> <p>Staff acknowledges this comment.</p> <p>The city appreciates it long relationship with the Friends of the ACFL.</p>	
Marlene Finley	<p>The plan needs more emphasis on law enforcement.</p> <p>The Fire Protection section needs more work and greater emphasis.</p> <p>The plan needs better justification for policy statements instead of relying on anecdotes.</p> <p>The draft fails to include the need for a new management structure with an emphasis on natural resource management.</p> <p>The Plan needs a budget discussion for responsible fiscal planning.</p>	<p>The city approved 5 new officers in 2025, the ACFL matters and needs more enforcement presence.</p> <p>Wildfire detection, fuel reduction and a wildfire alert system should be included in the Fire Protection strategies.</p> <p>Anecdotal information can lead to management decisions based on impressions rather than quantitative measurements and evaluations. See page 4 regarding the number regional visitors.</p> <p>How can the city assure that natural systems are protected without an ecologist or natural resource manager?</p> <p>Without a budget plan, the recommendations amount to a wish list.</p>	<p>On page 24, the plan outlines goals that were developed in collaboration with the Anacortes Police Department. Now that APD has reached full staffing we anticipate a return of the Student Resource Officer to the park system in the summer this year.</p> <p>Pages 25 and 54 explain the ACFL fire protection plans which are developed in collaboration with the Anacortes Fire Department. We will continue to discuss wildfire detection technology with Fire Department leadership. The idea of fuel reduction in a western Washington forest could lead to a drastic change in the ecology of the woods as the forest floor is rich in organic material and downed timber are rich habitat.</p> <p>Regarding the wording on page 4, staff can review and describe the increasing popularity of the ACFL as population grows in and around Anacortes. Regarding methodology for decision making, the recent e-bike study is an example of where staff used measurements and evaluations to recommend a policy change to allow class 1 e-bikes on the trails after 12 months of trail review.</p> <p>The City has hired scientific consultants as needed for permits and project reviews. Staff regularly consults with State and Federal permit staff to review potential projects. Staff also meets regularly with Samish Indian Nation staff regarding cultural and natural resource issues. Staff believes that protection of habitat in the long term comes down to sound policies, deed protections, adequate permit requirements and qualified staff.</p> <p>A plan of this nature does a mix of short term and long term goals. It is reasonable to criticize some of these as aspirational. The financial aspect of this plan is developed annually during the city's budget process, including the maintenance operation budget and capital facilities plan.</p> <p>City staff and the Forest Advisory Board have conducted a comprehensive review of all submitted public testimony. The City Council is currently engaged in a parallel evaluation process. It is understood that those commenting on the Forest Plan care about forest stewardship. Over the past three years, staff has dedicated significant resources to the systematic compilation, analysis, and distribution of community feedback to ensure all constituent voices are represented in the record.</p> <p>The draft plan has language built in to explore this on pg 38.</p> <p>The draft plan has language built in to explore this. See page 38.</p>	<p>wording changed on pg 4</p> <p>Please see page 22 in the Forest Plan for additional</p>
John Meehan	<p>Members were disappointed there was no written responses with rationale provided to individual comments.</p> <p>A sense that the planning and public sentiment have become "exclusionary" toward motorized users.</p> <p>Recognition that while many riders are responsible and respectful, some "inflict damage" that angers the motorized community.</p>	<p>Public would like thorough responses and acknowledgement they are advocating for the wildlife and ecosystems.</p> <p>Maintain the "Community" aspect of the ACFL by ensuring equitable access for all user groups, including motorcyclists.</p> <p>Shift focus from banning an entire group to managing individual behavior and "hand-tying" situations where damage occurs.</p>		

<p>High confidence in the current Parks and Rec Department staff (specifically John Lunsford) and their collaborative work.</p> <p>Existing enforcement is insufficient to control access and protect the nature of the forest.</p> <p>The Trails Committee already works "hand in hand" with staff, but needs more support to be effective.</p>	<p>Give the Parks and Rec staff more "leeway to implement policy" rather than micromanaging through restrictive plan language.</p> <p>Develop a mechanism for better enforcement and access control across all user groups, not just motorcyclists.</p> <p>Leverage the existing committee structures to address trail damage and user conflicts collaboratively.</p>	<p>The draft plan has language built in to explore this.</p> <p>The draft plan has language built in to explore this.</p> <p>The draft plan has language built in to explore this.</p>	<p>Staff regrets that the word "enhancement" has caused confusion for the neighbors. There are no plans to add parking at trail 248. Enhancements are meant to be limited to graveling the trails, improving and updating signage and keeping up with trail maintenance.</p> <p>City staff does patrol that trail area, but the area is outside of the city limits so parking along the roadside is not in the city's jurisdiction.</p>
<p>Planned "enhancements" to parking for Trails 247/248 will increase trespassing and congestion on private property.</p>	<p>Halt or re-evaluate parking enhancements at the base of Trail 248 to prevent further encroachment on private driveways.</p>	<p>Staff regrets that the word "enhancement" has caused confusion for the neighbors. There are no plans to add parking at trail 248. Enhancements are meant to be limited to graveling the trails, improving and updating signage and keeping up with trail maintenance.</p>	<p>City staff does patrol that trail area, but the area is outside of the city limits so parking along the roadside is not in the city's jurisdiction.</p>
<p>The property is 300 yards outside city limits, leading to a total lack of patrol or rule enforcement by City staff.</p> <p>Extended hours (until 10:30 PM) and early morning use (before 6 AM) with high-powered headlamps cause light pollution and noise.</p>	<p>Coordinate between City and County law enforcement to ensure "out-of-jurisdiction" trailheads are actually patrolled.</p> <p>Reconsider the 10:30 PM closing time; implement "Quiet Hours" or stricter dusk-to-dawn rules for trailheads near residences.</p>	<p>The hours have been at 10pm and no extensions or changes.</p>	<p>The hours have been at 10pm and no extensions or changes.</p>
<p>Frequent issues with dogs off-leash running onto private property and cars blocking private driveways.</p> <p>Neighbors are only informed of major changes "after the fact" via the newspaper or word-of-mouth rather than direct mail.</p>	<p>Improve signage and physical barriers (fencing/bollards) to clearly delineate the narrow 30-yard city right-of-way from private land.</p> <p>Implement a Direct Mail Notification policy for residents living within a certain radius of proposed trailhead or parking changes.</p>	<p>Staff can review the signage on site for greater clarity.</p> <p>We have had a well publicized, years long process available.</p>	<p>Staff regrets that the word "enhancement" has caused confusion for the neighbors. There are no plans to add parking at trail 248. Enhancements are meant to be limited to graveling the trails, improving and updating signage and keeping up with trail maintenance.</p> <p>City staff does patrol that trail area, but the area is outside of the city limits so parking along the county roadside is not in the city's jurisdiction.</p>
<p>Planned "enhancements" to parking for Trails 247/248 will increase trespassing and congestion on private property.</p>	<p>Halt or re-evaluate parking enhancements at the base of Trail 248 to prevent further encroachment on private driveways.</p>	<p>Staff regrets that the word "enhancement" has caused confusion for the neighbors. There are no plans to add parking at trail 248. Enhancements are meant to be limited to graveling the trails, improving and updating signage and keeping up with trail maintenance.</p>	<p>City staff does patrol that trail area, but the area is outside of the city limits so parking along the county roadside is not in the city's jurisdiction.</p>
<p>The property is 300 yards outside city limits, leading to a total lack of patrol or rule enforcement by City staff.</p> <p>Extended hours (until 10:30 PM) and early morning use (before 6 AM) with high-powered headlamps cause light pollution and noise.</p>	<p>Coordinate between City and County law enforcement to ensure "out-of-jurisdiction" trailheads are actually patrolled.</p> <p>Reconsider the 10:30 PM closing time; implement "Quiet Hours" or stricter dusk-to-dawn rules for trailheads near residences.</p>	<p>The hours have been at 10pm and no extensions or changes.</p>	<p>The hours have been at 10pm and no extensions or changes.</p>
<p>Frequent issues with dogs off-leash running onto private property and cars blocking private driveways.</p> <p>Neighbors are only informed of major changes "after the fact" via the newspaper or word-of-mouth rather than direct mail.</p>	<p>Improve signage and physical barriers (fencing/bollards) to clearly delineate the narrow 30-yard city right-of-way from private land.</p> <p>Implement a Direct Mail Notification policy for residents living within a certain radius of proposed trailhead or parking changes.</p>	<p>Staff will revisit the area with these comments in mind.</p> <p>We have had a well publicized, years long process available.</p>	<p>Staff regrets that the word "enhancement" has caused confusion for the neighbors. There are no plans to add parking at trail 248. Enhancements are meant to be limited to graveling the trails, improving and updating signage and keeping up with trail maintenance.</p> <p>City staff does patrol that trail area, but the area is outside of the city limits so parking along the county roadside is not in the city's jurisdiction.</p>
<p>Current signage is inconsistent and "one-way," leading to motorcycles using non-motorized paths.</p> <p>Major trailheads (Whistle Lake and Heart Lake) lack visible information about the motorized season (April-October).</p>	<p>Install comprehensive, two-way signage on major trails (specifically the 300 zone and Trail 302) so riders clearly know which paths are permitted.</p> <p>Install large, clear seasonal signage at all primary parking lots/trailheads stating exactly when motorized vehicles are prohibited.</p>	<p>Staff is regularly evaluating and trying to improve signs and education.</p> <p>Staff is regularly evaluating and trying to improve signs and education.</p>	<p>Staff is regularly evaluating and trying to improve signs and education.</p> <p>Staff uses game cameras now as they are the most reliable and affordable technology that works in the forest lands when the need arises. Access to power and connectivity are limitations staff has encountered. Staff has also increased patrol times to include off hours and weekends to enforce seasonal closures.</p>
<p>Motorized users are "zooming by" and nearly "running over" hikers who are seeking peace and quiet, particularly in the 300 zone.</p> <p>Significant trail "hearing" is occurring in the 300 zone due to out-of-season or improper motorcycle use.</p> <p>High-tech solutions may be expensive, but basic signage is a highly effective, low-cost intervention.</p> <p>The current plan is a "very viable" document that works for the community as a whole.</p>	<p>Use signage and potentially cameras (like those seen at Little Round Top) to manage speed and trail etiquette.</p> <p>Improve signage to prevent "accidental" trail damage by ensuring riders stay on designated, seasonally-appropriate paths.</p> <p>Prioritize "signage, signage, signage" as an immediate, budget-friendly fix to solve the majority of motorized conflict problems.</p> <p>Pass the plan as is (with perhaps minor tweaks), as it represents a successful multi-year public process.</p>	<p>Staff acknowledges this comment.</p> <p>Staff is constantly evaluating and trying to improve signs, more does not always mean better.</p> <p>Staff acknowledges this comment.</p> <p>We do not allow Fidalgo Trail Riders to host races, they are disappointed but understand the Community aspect.</p>	<p>Staff acknowledges this comment.</p> <p>We do not allow Fidalgo Trail Riders to host races, they are disappointed but understand the Community aspect.</p>
<p>Trails are "very well taken care of" specifically because of thousands of hours of volunteer labor from groups like the Fidalgo Trail Riders.</p> <p>Focus on teaching youth (middle/high school) proper bike handling, trail etiquette, and the responsibility of fixing trails.</p>	<p>Maintain the balance between conservation and responsible recreation; ensure continued opportunity for all user groups.</p> <p>Recognize the role of user-group-led maintenance in sustaining forest health and include it as a core management strategy.</p>	<p>The Fidalgo Trail Riders support means a lot to the process and the woods themselves.</p>	<p>The Fidalgo Trail Riders support means a lot to the process and the woods themselves.</p>
<p>Support programs that instill trail ethics in younger generations to ensure they become "good users of the forest land".</p>	<p>Support programs that instill trail ethics in younger generations to ensure they become "good users of the forest land".</p>	<p>Staff is constantly evaluating and trying to improve signs and education.</p>	<p>Staff is constantly evaluating and trying to improve signs and education.</p>

Brian Wetcher	<p>The Forest Advisory Board (FAB) provided ample opportunity for monthly public input over several years. The draft is a "21st-century document" that is well-organized and professional.</p> <p>The plan's structure allows the Council to incorporate community desires while protecting the land. The forest is the "primary jewel" of the city and a significant driver of financial gain for the community. The process reflects a long history of the community "adopting" the forest lands as their own. The city owes an "immense debt" to the forest for the financial and quality-of-life benefits it provides.</p>	<p>Acknowledge that the current draft already incorporates the necessary community feedback from those who consistently attended meetings. Pass the document as a viable framework for the next five years of forest management.</p> <p>Use the plan's built-in flexibility to address comments and concerns as they arise over the years. Ensure the plan is well-supported financially so it can continue to bring dollars into the city while preserving the land. Recognize the document as a product of massive community interest and participation over many years.</p> <p>View the plan as a tool for both preservation and sustainable use.</p>	<p>Staff acknowledges this comment.</p> <p>Staff acknowledges this comment.</p> <p>Staff acknowledges this comment.</p> <p>Staff acknowledges this comment.</p> <p>Staff acknowledges this comment.</p>		

ANACORTES COMMUNITY FOREST LANDS PLAN

2026 Draft Plan for Council Discussion



UPDATES TO THE 2021 ACFL PLAN

Since the 2021 Plan, there have been limited changes.

Main Plan changes:

- Partial closure of trail 101
- Inclusion of ebike and emotorcycle definitions and regulations
- Greater detail for fire and police
- Inclusion of Forest Health Monitoring chapter
- Parks projects on Finance page
- New format and design of Plan

Staff and the Mayor are working on additions to the AMC regarding the Forest Lands.



PUBLIC COMMENTS

32 Written Comments/8 Oral Comments to Council

Staff has given a written response to all 179 points

Name	Key Concerns	Specific Requests / Suggested Actions	Staff Response	Action
1 Kathleen Lorence-Flanagan	Lack of a "final" opportunity for public feedback before adoption; misrepresentation of previous public comments as being solely focused on Little Cranberry Lake.	Offer a more robust plan for public input beyond a single hearing before the November 2026 adoption.	We appreciate all of the public comments that were received. Staff has altered the sentence in the introduction regarding Little Cranberry Lake.	Adjust sentence on pg 4
2	Balancing high-impact recreation (climbing, motorcycles, large groups) with the protection of fragile ecosystems. pg 15. What is measure of success in balancing these two?	Prioritize conservation over recreation; reduce maximum group size for unpermitted visits from 25 to 10 or 15.	When we are contacted by groups using the ACFL, we ask that they break down into smaller units to allow for recreational users to pass them on the trails. We measure this balance in many ways. All users are confined to the trails leaving thousands of acres untouched providing habitat for numerous species. Recreation is limited by trail use assignment, hours of use and seasonal closures.	
3	Difficulty distinguishing between e-bikes, mountain bikes, and motorcycles; noise pollution from motorized use.	Expand and clarify definitions; treat all motorcycles (electric or gas) as one category; consider decibel limits. pg 45, 39, add electric scooters	Staff have addressed this idea.	pg 38, add e-motos, e-scooters, things can not be pedaled; change "mountain bikes" to "pedaled bikes" on pg 45, 48, 51, 57
4	The need for more technical expertise on the Advisory Board; lack of clarity on implementation costs.	Actively recruit Board members with forest or wildlife management experience; create a separate, independent ACFL budget.	The Forest Advisory Board is set and governed by AMC 2.45. The Forest Lands are part of the Parks and Recreation budget. Council sets the budget annually and not through the Forest Plan. Please see the list of projects on page 22 of the Plan.	
5	Uncertain accessibility and location of DNR support. How readily available?	Add public education on wildfire risk reduction and emergency procedures to the "Policies" section.	Staff has added to our public education efforts on page 25 in the draft plan.	"Explore public education opportunities with the Anacortes Fire Department" as a policy on pg 25
6	Concerns over past "ill-conceived" boat ramp plans at Little Cranberry Lake; trails currently out of compliance with environmental regulations.	Maintain Little Cranberry Lake as the most undeveloped lake; continue moving trails (like #106) away from lakeshores to higher ground.	Staff will continue to look at ways to assist people with mobility limitation to access the water where possible and entertain trail improvement options.	
7 Peggy Woods	Humans are viewed as "only visitors"; recreation is seen as a privilege rather than an inherent right.	Ensure all decisions and choices put the environment and habitat "first and foremost".	Management of the ACFL favors conservation. Current policies hold recreation to about 3 percent of the forest surface. Scrambling and mountain climbing allows users to pick a route on the south and west faces of Mt. Erie with most following established routes. Otherwise, policies support keeping trail users on ACFL trails. Staff understands that when questions arise seemingly pitting one recreation group against another, wildlife viewing vs paddle boarding for example, there is going to be community disagreement. Our approach is to gather data, understand if resources are being jeopardized by recreational activities and discuss options with the public.	
8	Observation that trails are being "torn up" by motorcycles with increasing frequency.	Increase oversight or restrictions on motorized use to prevent further trail degradation.	Staff is working on better enforcement and repurcussions for violating seasonal closures and trail use rules by adding fines to the municipal code.	
9	Rising risk of wildfire due to increasingly hot and dry summers.	Prioritize planning for early detection and rapid suppression of fires.	Staff is reviewing methods to improve fire detection with the Anacortes Fire Department, budget dependent.	
10	The responsibility to protect the forest as a "precious jewel" and "rare haven" for future generations.	Act as stewards to ensure the forest remains in good shape long after current residents are gone.	Staff views the recent updates to the Conservation Easement Program and City action to place new lands under conservation easement another step in this direction. Additionally, large tracts of the ACFL were donated with protections within the deeds.	

PLAN CHANGES FROM PUBLIC COMMENTS

-Clarified language in the Introduction, removed sentence about Little Cranberry. pg 4

-Clarified language about increased use. pg 11

-Clarified language regarding “enhancements” at trail 248. pg 14

-Added a list of projects and approximate costs. pg 22

-Added sentence about education opportunities for wildfire. pg 25

-Clarified language about motor and electric vehicles. pg 38 & 39

-Clarified types of bicycles in the Trail Use Plan. pg 45, 48, 51 & 57

-Added term “fungi” in the Trail Use Plan to make it consistent. pg 56

PUBLIC COMMENTS

(These themes are addressed elsewhere in ACFL policies and practices.)

- security and cameras-these are already being used
- Forest Board qualifications-this is governed by the AMC
- A Avenue Landfill-governed by the Agreed Order between the City and Department of Ecology (February 2025) Solid Waste is funding this project

<https://www.anacorteswa.gov/1237/A-Avenue-Landfill-Site>



INTEGRATION INTO THE COMPREHENSIVE PLAN

-The ACFL Plan is not currently part of, nor proposed to be, part of the City's Comp Plan.

-The ACFL Plan is an operational plan for the forest lands, not a plan for land use or zoning, and is not required by GMA.

-The Comprehensive Plan contains minimal ACFL-specific policies (PR-7 on page 1-65), appropriately leaving details to the ACFL Plan.

-Contrast with the Parks Master Plan, which duplicated policies in the Parks Element of the Comp Plan, and was therefore consolidated into the Comp Plan in the 2025 update.

PLAN CHANGES

Examples

Please see additions and subtractions in red.

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TRAIL USE PLAN

Whistle Lake Area Rationale

The Whistle Lake Area includes deep forest areas, a beautiful lake, a swamp, mountainous bluffs with native wildflowers, and numerous trails. This relatively undisturbed area must be protected from over-use, thus our trail designations direct most non-pedestrian usage to wide forest trails and old skid roads. All-terrain vehicles (ATV's) are prohibited on all Forest Lands Trails.



Hikers & Walkers

All Whistle Lake Area trails are open to pedestrian users. Those hikers seeking to avoid other trail users may wish to use some of the pedestrian-only trails. The pedestrian-only trails are as follows:

- 1.) Trail 246 at the cliffs is hiker only.
- 2.) Trail 205, along the East shore of Whistle Lake from the end of 20 to the intersection with Trail 29.
- 3.) Trail 215, from its Southern access on Mt. Erie Road to the top of Sugarloaf.
- 4.) Trail 214, the Ray Auld Trail.
- 5.) Trail 227, 228 and 238 near the Sugarloaf meadow, and Trail 216 which leads to the summit of Mt. Erie.

Horses

Horses are allowed on most Whistle Lake trails. As in other areas horses are prohibited near the shorelines and in sensitive meadow areas. Horse use is permitted on the following trails:

- 1.) Trails 20, 21, 22, 26, 27, 28, 29, 201, 202, 203, 206, 207, 218, 219, 225, 226, 229, 231, 232, 234, 235, 237 and 245; trail 233 where it is a double track trail; trail 204 along the West edge of Whistle Lake, to trail 203; trail 217 but must turn on trail 245 before heading west to Whistle Lake.
- 2.) Horses are only permitted on Trail 205 on the stretch of trail between Trail 22 and Trail 206.
- 3.) Horses climbing Sugarloaf must access 215 from its north end at the base of Ray Auld Drive. Near the top of Sugarloaf, horses must be left in the marked wooded intersection on Trail 226. Leaving horses at this intersection and walking out to the viewpoint will protect the meadows and native wild flowers.
- 4.) Horses are prohibited on Trail 217 on the stretch from 245 to 205.

Mountain Pedaled Bikes

Mountain Pedaled bikes are allowed on most Whistle Lake Unit trails. **Mountain Pedaled** bike use is permitted on the following trails:

- 1.) Trails 20, 21, 22, 26, 27, 28, 29, 201, 202, 203, 204, 206, 207, 217, 218, 219, 225, 226, 229, 231, 232, 233, 234, 235, 237, 245, 247 and 248; trail 205 except the section along the shore of Whistle Lake from trail 20 to trail 29.
- 2.) **Mountain Pedaled** bikes are prohibited on Trail 215 from its southern access on Ray Auld Drive, to the top of Sugarloaf. **Mountain Pedaled** bikes climbing Sugarloaf must access trail 215 from its north end at the base of Ray Auld Drive. Near the top of Sugarloaf, **mountain** bikes must be left in the marked wooded intersection at trail 226. Leaving bikes at this intersection and walking to the viewpoint will protect the meadows and native wildflowers.

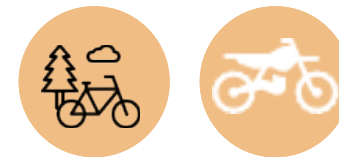
Motorcycles

Motorcycles are allowed on a number of Whistle Lake Area trails. Motorcycles are permitted on the following trails:

- 1.) Trails 20, 21, 22, 27, 28, 29, 201, 206, 231, 232, 234, 235, 237, and 245.
- 2.) There is no motorcycles access to the cliffs at Whistle Lake.
- 3.) Motorcycles are prohibited on Trail 207 except that portion between Trails 230 and 21.
- 4.) Motorcycles are prohibited on most of Trail 205, except that portion of 205 between its intersection with trails 206 and 22. Motorcycles are prohibited on Trail 202 (through the Sugar Cube meadow) except the section between Trail 231 and Trail 27.
- 5.) Motorcycle use is prohibited on Trail 215. Trail 226 is open to motorcycles approaching Sugarloaf from the east until it intersects with Trail 238. Leaving motorcycles at this intersection and walking to the viewpoint will protect the meadows and native wildflowers.

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RECREATION



Motor Vehicles

Goals: To ensure the safety of all trail users, preserve trail conditions and natural resources, and provide clear guidance on the appropriate use of motorcycles, gas and electric.

Definition (per SB 6110, effective June 11, 2026)

Electric motorcycles are motor vehicles propelled solely by electric motors and lack functional pedals. New legislation (HB 2374/SB 6110) strictly defines e-bikes as having a maximum of 750 watts and top speeds of 20–28 mph; anything exceeding these specs—or lacking pedals—is classified as a motorcycle requiring licensing and registration.

Policies:

- 1.) All access points into City property shall be gated or blocked to prevent unauthorized vehicular access.
- 2.) No unauthorized motor vehicles (cars, trucks, and ATV's) will be allowed on ACFL roads.
- 3.) Motorcycles are prohibited on all ACFL trails from November 1 to March 31 due to seasonal closure. Motorcycle engines over 250cc are prohibited. Street legal dual sport motorcycles shall be exempt from the 250cc size limitation. Only four-cycle engines are allowed in the ACFL.
- 4.) **Staff will work with the Forest Advisory Board on electric motorcycle policies.**
- 5.) All City of Anacortes fleet vehicles are allowed on properly designated two-track for maintenance and emergency response. Other public agency vehicles may be approved for temporary access as circumstances demand.
- 6.) Volunteer vehicles may receive temporary permission from the Parks & Recreation Director or designee, to participate in specific projects.
- 7.) Prohibit all motorized use of the ACFL trail system except sanctioned maintenance, emergency and motorcycle use approved by the trail plan.
- 8.) Continue to work with the ACFL Trail Committee on updating motorcycle policies.
- 9.) Current cc and four-cycle engine policies could be studied and reviewed.
- 10.) Temporary permission for a controlled study may be considered by the Forest Advisory Board, with final approval coming from the Parks & Recreation Director.





QUESTIONS?



City Council Agenda Bill

April 20, 2026

Action Type: Resolution

Item: 6.f.

Title: Resolution 3211: Authorizing the Parks Department to Apply for a Grant from the State Recreation and Conservation Office for the Volunteer Field Artificial Turf Conversion Project

Staff Contact(s): Dustin South, Jonn Lunsford

Approved for Submittal to Council by:

Steve Hogle
Jonn Lunsford
Darcy Swetnam

Summary: The city has an opportunity to apply for the Youth Athletic Facilities Grant through the State Recreation and Conservation Office (RCO). Thanks to a generous donation through the Anacortes Parks Foundation from the Daniels family we have matching funds if awarded this grant to add all-weather field turf at Volunteer Park.

This would allow us to convert the westernmost baseball field so it could host baseball, softball, soccer, lacrosse and other sports. Staff will apply for the grant this summer and if we are successful, we will be awarded the grant in July 2027 pending legislative approval.

City Council approval of this resolution authorizes staff to apply for the grant.

Budget Impact:

If successful, the grant will bring in over \$1.2 million dollars of state funds, \$750,000 of existing private funds and a requested \$100,000 of additional private funds.

Previous Action: Previously identified in the City Capital Facilities Plan.

Recommended Motion: Approve authorizing Resolution 3211

Alternative Actions: Ask for additional information from city staff.

Attachments (listed in order presented):

1. Resolution 3211 - Volunteer Field Artificial Turf Conversion Project RCO Grant Application
2. 26 RCO Youth Athletics Facility Grant City Council Meeting Presentation



Applicant Resolution/Authorization

Organization Name (sponsor) _____

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) _____

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	
Project contact (day-to-day administering of the grant and communicating with the RCO)	
RCO Grant Agreement (Agreement)	
Agreement amendments	
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. **[for Acquisition Projects Only]** Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property]** Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property]** Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. **[Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant]** Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____ Date: _____

Washington State Attorney General's Office

Approved as to form *Brian Toller* 2/13/2020
Assistant Attorney General *Date*

You may reproduce the above language in your own format; however, text may not change.



Volunteer Field Artificial Turf Conversion Project

- Recreation Conservation Office
 - Youth Athletics Facility Grant
- Other Funding Sources

Project Details

- Convert natural playing surface to artificial turf.
- Line the field for competitive baseball, soccer, and lacrosse
- Other supporting field amenities will remain the same.



Project Location & Concept



According to the State of Play 2025 report from the Aspen Institute, 55.4% of youth ages 6–17 participated in organized sports in 2023, while a record 65% tried a sport at least once in 2024.





City Council Agenda Bill

April 20, 2026

Action Type: Ordinance

Item: 6.g.

Title: Ordinance 4081: Creating AMC 8.14 Grand View Cemetery

Staff Contact(s): Jonn Lunsford, Darcy Swetnam

Approved for Submittal to Council by:

Jonn Lunsford
Steve Hogleund
Darcy Swetnam

Summary: The city Legal staff and Parks and Recreation worked on this new ordinance to update existing regulations and add the use of columbariums and green burials at Grand View Cemetery.

Budget Impact:

Costs associated with the addition of columbariums and green burial will be covered by user fees.

Previous Action: Elements of this ordinance were discussed at City Council updates, Parks and Recreation Council sub-committees and at Parks and Recreation Commission meetings.

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. 260420 Ord 4081
2. Grand View Presentation

Ordinance 4081

An Ordinance adopting a new AMC Chapter 8.14 Regarding Cemetery Operations

Whereas the City has the authority to own, improve, or maintain a cemetery pursuant to RCW 68.52.040;

Whereas Grand View Cemetery was transferred to the City in 1945 and is currently maintained and operated by the Parks and Recreation Department;

Whereas the operation and maintenance of Grand View Cemetery must ensure that it remains a dignified and serene place for memorials, reflection, and remembrance, while providing for the safe and respectful use of the space by the public;

Whereas it is necessary to create regulations in the Anacortes Municipal Code governing the operation, maintenance, and use of Grand View Cemetery and ensure compliance with applicable state and local regulations;

Now, therefore, the City Council does ordain as follows:

Section 1. The Anacortes Municipal Code is amended as shown in Exhibit A.

Section 2. Authority to Make Necessary Corrections. The City Clerk and the codifier of this Ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's clerical errors, references, ordinance numbers, section/subsection numbers and any references thereto.

Section 3. Severability. The various parts, sections, and clauses of this ordinance are hereby declared to be severable. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision must not affect the validity of the remaining parts of this ordinance.

Section 4. Consistent with RCW 35A.12.130, this ordinance takes effect five days after passage, approval, and publication.

ADOPTED by the City Council of the City of Anacortes this ___ day of _____, 2026.

CITY OF ANACORTES:

Ryan Walters, Mayor

Attest:

Steve Hogle, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

Exhibit A

Chapter 8.14 Cemetery Operations.....	3
8.14.010 Applicability	3
8.14.020 Definitions.....	3
8.14.030 Fees and costs	5
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8.14.060 Endowment Care.....	5
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Chapter 8.14 Cemetery Operations

8.14.010 Applicability

- A. This chapter governs city operations of the cemetery.
- B. The operation of the cemetery is managed by the Anacortes Parks and Recreation Department.
- C. The city council may by resolution adopt policies and procedures for operation of the cemetery.

8.14.020 Definitions

- A. "Burial" means placement of human remains in a Grave.
- B. "Cemetery" means the Grand View Cemetery or any portion thereof.

- C. "Collar" means the concrete edging around a Memorial to protect the Memorial from damage from regular cemetery maintenance and operations.
- D. "Columbarium" means a structure or other space containing Niches for permanent Interment of Cremated Remains.
- E. "Cremated Remains" means a human body after cremation in a crematory.
- F. "Crypt" means a space in a mausoleum of sufficient size, used or intended to be used, to entomb human remains.
- G. "Director" means the Director of the Parks and Recreation Department or his or her designee.
- H. "Disinterment" means the removal of human remains from the Cemetery.
- I. "Extended Property Use" means the placement of Cremated Remains in a lot which was created for the placement of a casket burial or in a Niche designated for single use by extending additional burial rights to the lot.
- J. "Endowment Care" means care or maintenance of the Cemetery. Endowment Care does not cover repair or replacement of markers, monumental structures, borders or flower vases or leveling of markers.
- K. "Foundation" means a granite or concrete slab placed in the ground to level, support and stabilize a Memorial.
- L. "Graves" means a space of ground in the Cemetery, used or intended to be used, for Burial.
- M. "Green Burial" means the Burial of human remains in a compostable casket or shroud that is approved by the Director and can be lowered into a bottomless concrete liner necessary to reinforce plot structure.
- N. "Interment" means the disposition of human remains by cremation and inurnment, entombment or burial in a place used or intended to be used and dedicated for cemetery purposes.
- O. "Liner" means any concrete material which is buried in the ground to provide outer protection, ground stabilization and into which human remains are placed in the burial process.
- P. "Memorial" means any grave marker, headstone or monument that is intended to permanently mark a Grave.

- Q. "Mausoleum" means a structure or building for the entombment of human remains in Crypts in a place used or intended to be used for cemetery purposes.
- R. "Niche" means a space in a Columbarium intended to be used for inurnment of Cremated Remains.
- S. "Relocation" means the removal of human remains from one site in the Cemetery and reinterment in a different site within the Cemetery.
- T. "Service" means an Interment attended by witnesses.
- U. "Urn Liner" is a concrete container whose purpose is to provide outer protection for ground Burial and/or retrieval at a later date of the Cremated Remains.
- V. "Vault" means any container which is buried in the ground and sealed to provide outer protection and in which human remains are placed for Burial.

8.14.030 Fees and costs

The city council may by resolution adopt in the unified fee schedule fees and charges for cemetery services, including but not limited to costs for Collars, opening and closing sites, Extended Property Use, Green Burials, Interment, Liners and Urn Liners, Memorial setting, Niches, Disinterment and Relocation, Services, and Vaults.

8.14.040 Maintenance

The city will maintain the Cemetery in a reasonable and tidy condition, which includes all buildings, fences, drives, water lines, and other improvements. It will also maintain all landscaping including regular cutting, trimming, thatching, and watering of turf. The city will maintain the surface of Graves, including raising sunken Foundations or Graves, and all other work deemed necessary by the Director.

8.14.050 Lot Ownership

- A. All lots in the Cemetery are conveyed to the purchaser by a Certificate of Ownership after receipt of final payment. The rights of the owner are subject to the policies and procedures made from time to time by the city council or the Director.
- B. All lots are for Burial purposes only and may not be used for any other purpose.

8.14.060 Endowment Care

All lots in Grand View Cemetery will receive Endowment Care.

8.14.070 Grave opening and closing

It is unlawful for anyone other than city employees or city contractors to open and close Graves.

8.14.080 Cemetery equipment

- A. The city will provide standard equipment for all Burials, including but not limited to a lowering device, grass carpet, benches, and any equipment to open or close Graves.
- B. It is unlawful for anyone other than city employees or city contractors to bring equipment for Burials to the Cemetery.

8.14.090 Permit and identification requirements

- A. No Interment will be allowed without first obtaining a proper burial transit permit or similar permit as required by State law. The city will not be responsible for securing any such permit.
- B. Cremated Remains must be properly labeled and accompanied by acceptable documentation to certify identification of the Cremated Remains.

8.14.100 Burial restrictions

- A. Only human remains may be interred in the Cemetery.
- B. No Cremated Remains may be placed in an above ground Monument or bench other than within the city-approved Mausoleum or Columbarium.
- C. All Memorials must be authorized by the city and comply with rules and policies adopted by the city council or the Director.

8.14.110 Disinterments and Relocations

- A. Only city staff may perform Disinterments or Relocations. It is unlawful for anyone other than city employees to perform Disinterments or Relocations.
- B. Disinterment or Relocation of a Green Burial site is prohibited except as ordered by a court of competent jurisdiction.
- C. The city will not perform Disinterment or Relocation until payment for services has been received.

8.14.120 Green burials

- A. Green Burials will follow the restrictions in sections 8.14.100 and 8.14.110.

- B. Green Burials will be allowed in any section of the Cemetery using a bottomless concrete Liner to reinforce the plot structure.

8.14.130 Grounds management by city

- A. It is unlawful for anyone other than city employees or contractors to plant, trim, prune, or remove any part of the trees or shrubs in the Cemetery.
- B. It is unlawful for any person other than a city employee to remove a Memorial without prior written approval by the Director.

8.14.140 Dogs and horses

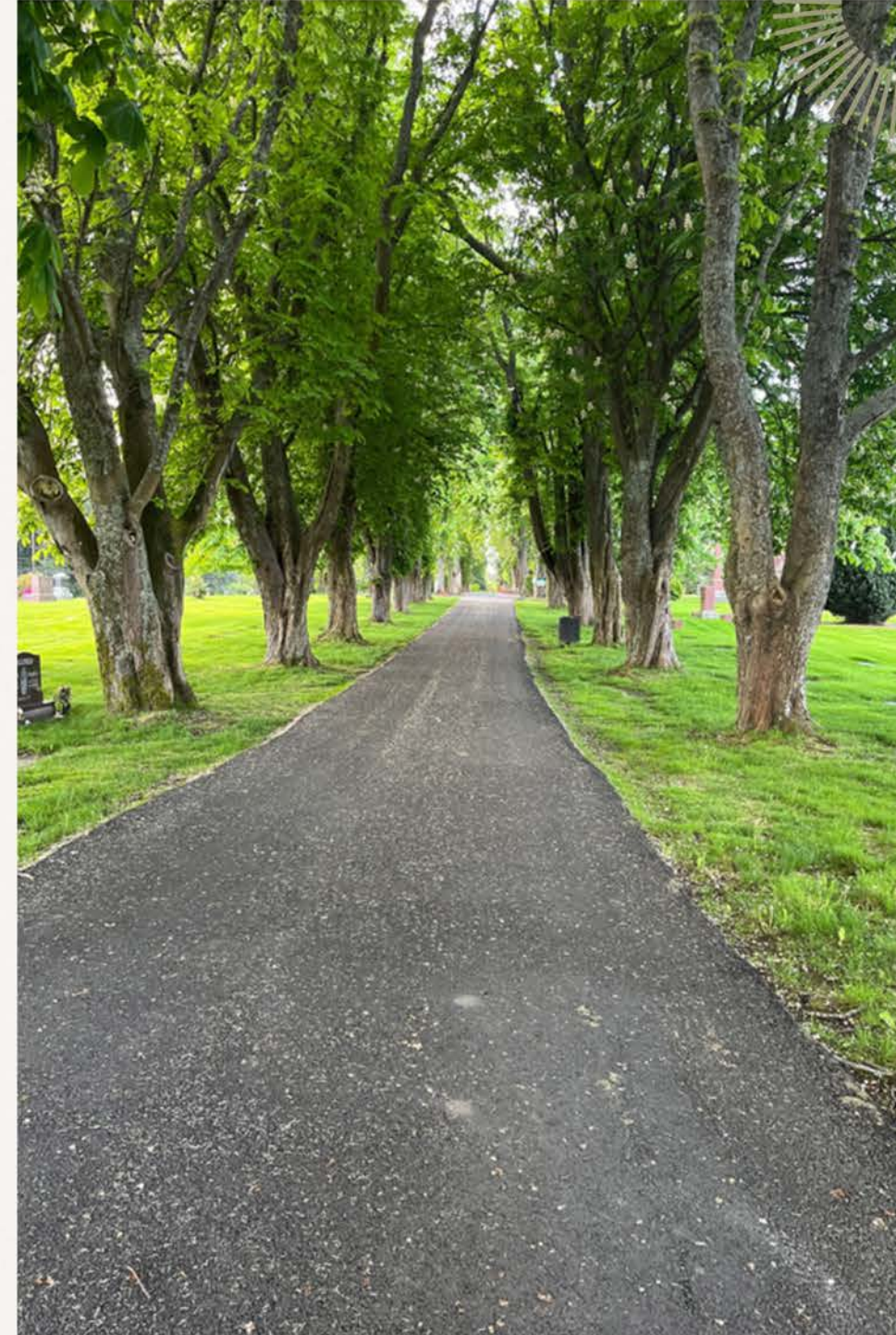
- A. It is unlawful for the owner or keeper to permit a dog within the boundaries of the Cemetery whether or not such dog is on a leash. This prohibition does not apply to dogs kept within any vehicle.
- B. It is unlawful for the owner or keeper to permit a horse within the boundaries of the Cemetery.
- C. A violation of this section is a class 2 civil infraction.

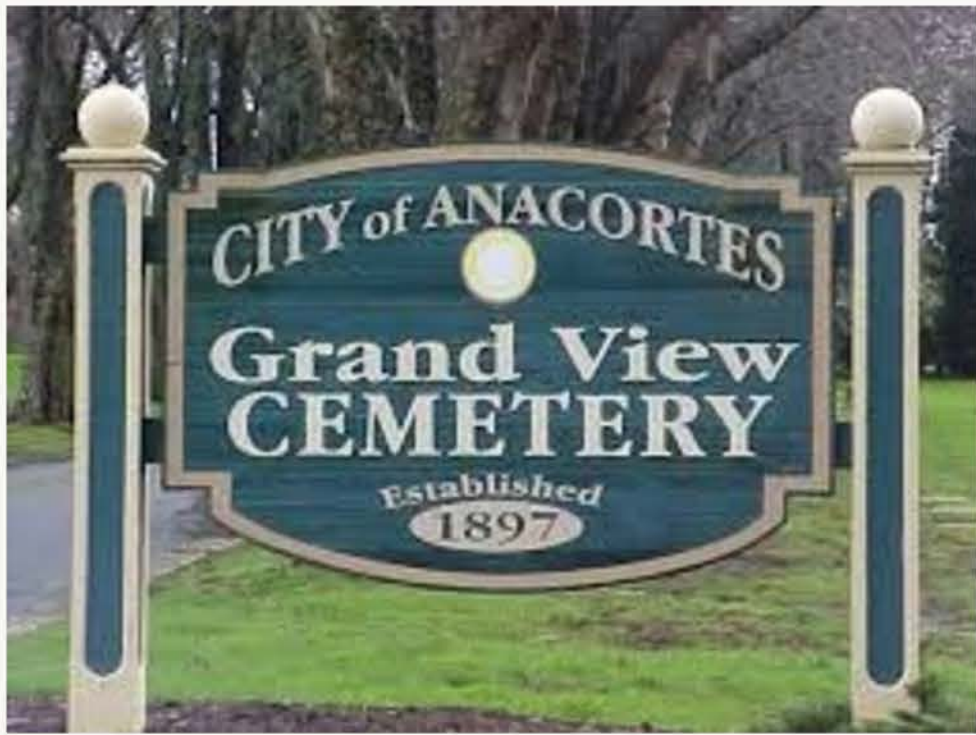
8.14.150 Penalty

A violation of this chapter is a misdemeanor unless otherwise provided.

GRAND VIEW CEMETERY

ORDINANCE 4081 PRESENTATION





ADDING COLUMBARIUMS

COLUMBARIUM

A structure containing niches, or small compartments, where urns with cremated human ashes are stored. These above-ground structures are a burial alternative to a cemetery plot.

Installation of these were completed in April, allowing for 160 new niches, each can hold up to two cremated remains.

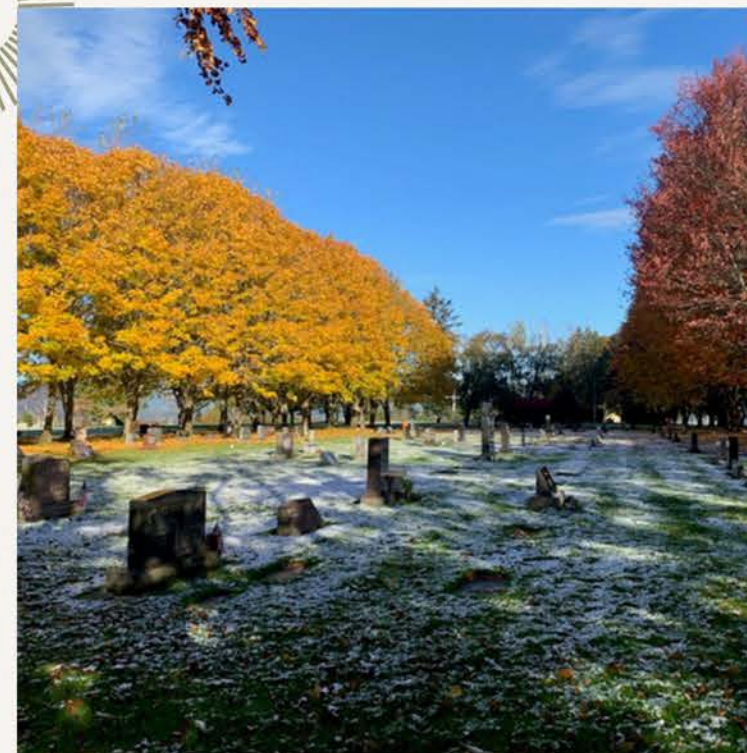
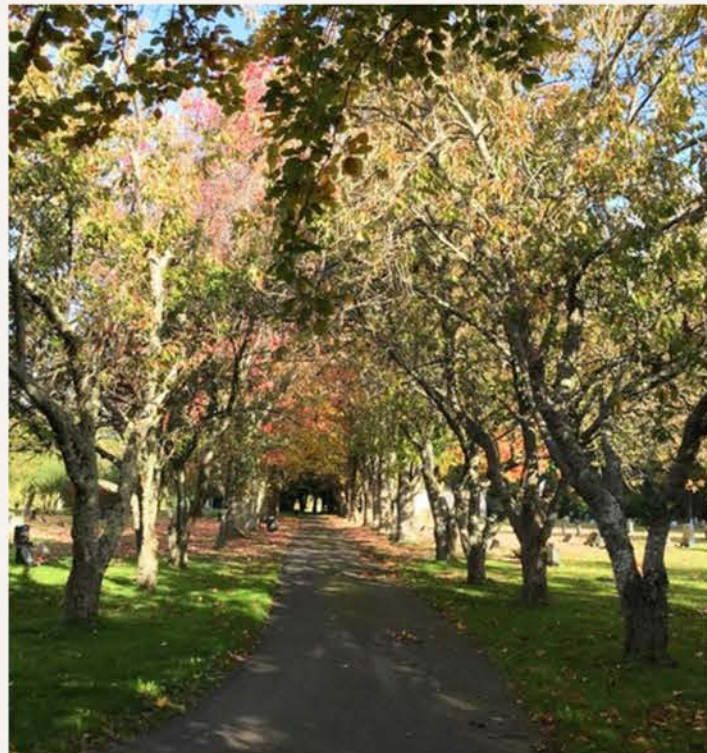


OFFERING GREEN BURIALS

GREEN BURIAL

The burial of human remains in a compostable casket or shroud and can be lowered into a bottomless concrete liner necessary to reinforce plot structure while still allowing the decedent to touch the earth.

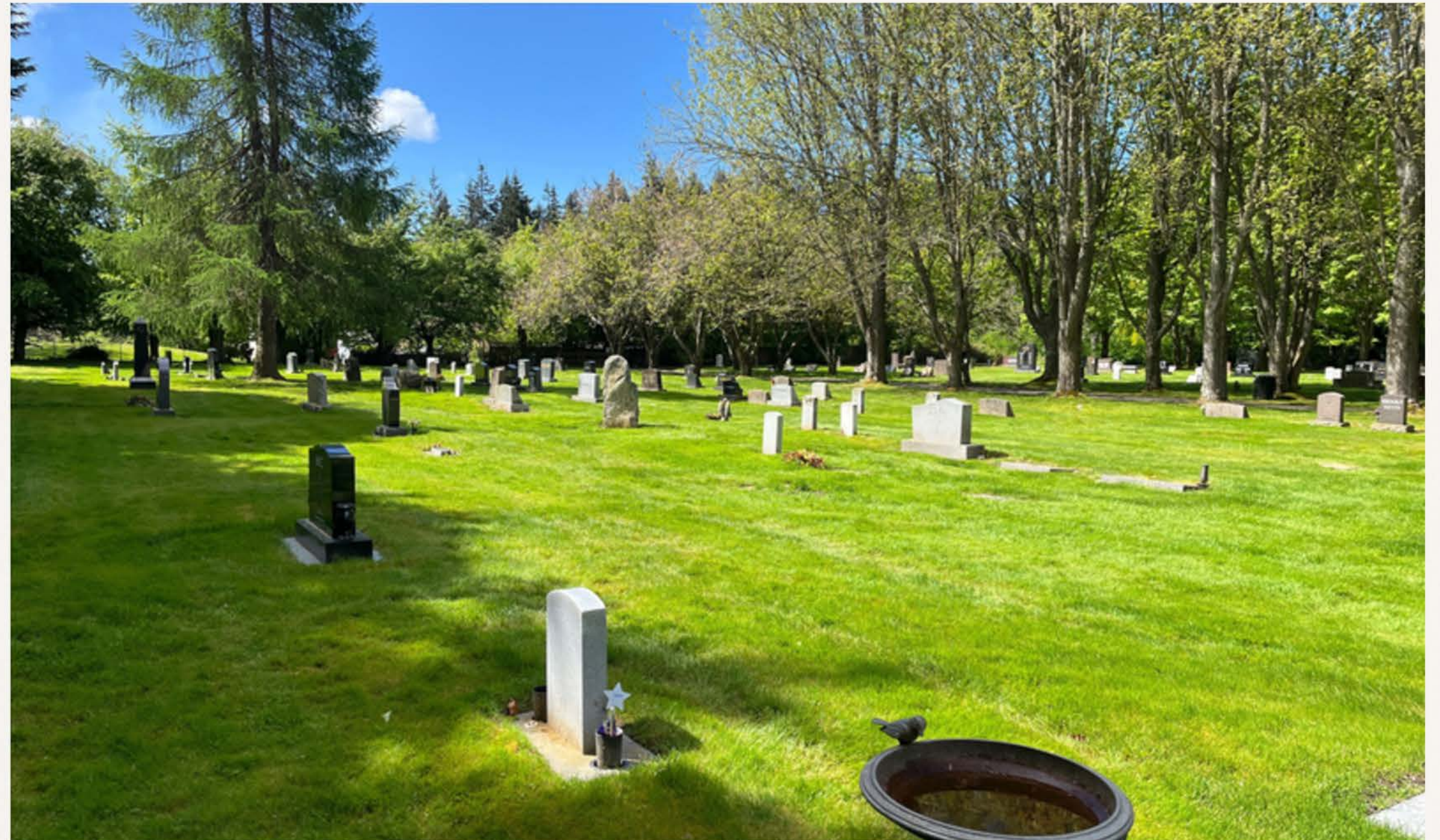
We will offer a modified green burial as these will be throughout the cemetery and maintained in a uniform way.



CLARIFYING DEFINITIONS

DEFINITIONS

This ordinance clearly states the definitions for common cemetery terms, as well as adding in columbariums and green burials.





ANIMALS

DOGS & HORSES

Ordinance will codify the prohibition of dogs and horses within the cemetery, as has been the rule since the early 1990's.



UNIFIED FEE SCHEDULE

Staff will be returning with the addition of green burials and columbariums to be added to the Unified Fee Schedule.





QUESTIONS?





City Council Agenda Bill

April 20, 2026

Action Type: Contract Award

Item: 6.h.

Title:

Contract Award: 2026 Doon Way Waterline Replacements #26-093-WTR-001

Staff Contact(s): Logan Lee, Jeff Beltramini

Approved for Submittal to Council by:

Tiffany Matson

Logan Lee

Summary: City staff seeks City Council consent to award a contract in the amount of \$1,028,192.96 to Raw Land Construction LLC to perform the 2026 Doon Way Waterline Replacements. The work included in this project consists of furnishing all materials, equipment, labor, and incidentals necessary to complete the installation of approximately 4567 linear feet of 8-inch ductile iron water main; 1119 linear feet of 6-inch ductile iron water main; remove and replace fire hydrants; make connections to the existing water system; renew or reconnect existing water services; and place hot mix asphalt (HMA).

Background:

1. History: The City continues to make ongoing investments in its water system to maintain the integrity of the system and ensure the delivery of safe drinking water to the public. This includes the replacement of aging distribution piping before it reaches the point of possible failure, improving available water pressure within areas, and creating redundancy within the water system.
2. Key Terms:
 - Contract is for a fixed price of \$1,028,192.96.
 - All physical construction activities shall be completed 180 calendar days from the first working day following the Notice to Proceed.
3. Competitive Bidding: On March 11, 2026 the City [solicited bids](#) for the subject project and on March 25, 2026 a bid opening was conducted and 12 bids were received. Raw Land Construction LLC was determined to be the lowest responsible bidder. The Engineer's Estimate for this project was \$1,044,000.00.

Bid results are provided as an attachment hereto.

Budget Impact:

Contractor	Raw Land Construction LLC
Contract Amount	\$1,028,192.96
Funding Source	Rates/User Fees
In CFP?	Yes
Earmarked Funds	\$1,700,000.00
BARS #	401.740.594.34.63
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	180 working days

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 26-093-WTR-001 with Raw Land Construction LLC in the amount of \$1,028,192.96 to perform the 2026 Doon Way Waterline Replacements.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. Vicinity Map
2. 26-093-WTR-001 - Bid Tabulation
3. 26-093-WTR-001
4. Doon Way Replacement Presentation



2026 Doon Way Waterline Replacement 26-093-WTR-001



NOTICE TO BIDDERS: IN ACCORDANCE WITH THE ADVERTISED INVITATION TO BID, BIDDERS ARE DIRECTED TO WWW.BXWA.COM TO ENSURE RECEIPT OF ENTIRE SOLICITATION.



City of Anacortes
2026 Doon Way Waterline Replacements
#26-093-WTR-001
BID TABULATION - BID DATE 3/25/2026

Item No.	Item Description	Quantity	Unit	Raw Land Construction LLC		TRICO Companies, LLC		SummitX Contractors Inc.		Premium Services Inc.	
				Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid
1	Minor Changes	1	EST.	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
2	Mobilization	1	L.S.	\$35,000.00	\$35,000.00	\$20,000.00	\$20,000.00	\$100,000.00	\$100,000.00	\$50,000.00	\$50,000.00
3	Temporary Traffic Control	1	L.S.	\$8,500.00	\$8,500.00	\$5,345.48	\$5,345.48	\$10,000.00	\$10,000.00	\$40,000.00	\$40,000.00
4	Erosion Control And Water Pollution Prevention	1	L.S.	\$1,500.00	\$1,500.00	\$4,826.34	\$4,826.34	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
5	Spcc Plan	1	L.S.	\$100.00	\$100.00	\$165.00	\$165.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00
6	Pothole Existing Underground Utilities	1	L.S.	\$4,500.00	\$4,500.00	\$11,050.00	\$11,050.00	\$1,000.00	\$1,000.00	\$8,000.00	\$8,000.00
7	Asphalt Patching Material (Cold Mix)	20	TN	\$180.00	\$3,600.00	\$236.00	\$4,720.00	\$20.00	\$400.00	\$200.00	\$4,000.00
8	Customer Notification	1	L.S.	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00
9	Sawcutting Asphalt	13230	LF	\$0.50	\$6,615.00	\$6.00	\$79,380.00	\$0.75	\$9,922.50	\$0.50	\$6,615.00
10	Rodaway Excavation Incl/Haul Asphalt	33075	SF	\$0.40	\$13,230.00	\$0.37	\$12,237.75	\$0.25	\$8,268.75	\$0.50	\$16,537.50
11	Ductile Iron Pipe CL 50 6 IN . Diam	1119	LF	\$76.25	\$85,323.75	\$75.00	\$83,925.00	\$86.00	\$96,234.00	\$77.00	\$86,163.00
12	Ductile Iron Pipe CL 50 8 IN . Diam	4567	LF	\$86.25	\$393,903.75	\$87.00	\$397,329.00	\$90.00	\$411,030.00	\$92.00	\$420,164.00
13	Connection AS Described Water Note No.1	1	LS	\$3,250.00	\$3,250.00	\$3,600.00	\$3,600.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00
14	Connection AS Described Water Note No. 2	1	L.S.	\$11,300.00	\$11,300.00	\$11,750.00	\$11,750.00	\$8,500.00	\$8,500.00	\$12,000.00	\$12,000.00
15	Fire Hydrant As Described Water No. 3	1	L.S.	\$10,700.00	\$10,700.00	\$12,000.00	\$12,000.00	\$8,100.00	\$8,100.00	\$10,000.00	\$10,000.00
16	Fire Hydrant As Described Water No. 4	1	L.S.	\$7,900.00	\$7,900.00	\$9,050.00	\$9,050.00	\$8,100.00	\$8,100.00	\$7,500.00	\$7,500.00
17	Connection As Described No.5	1	L.S.	\$9,900.00	\$9,900.00	\$8,850.00	\$8,850.00	\$8,500.00	\$8,500.00	\$10,000.00	\$10,000.00
18	Fire Hydrant As Described No. 6	1	EA	\$12,350.00	\$12,350.00	\$13,875.00	\$13,875.00	\$8,100.00	\$8,100.00	\$11,000.00	\$11,000.00
19	Connection As Described No.7	1	L.S.	\$9,900.00	\$9,900.00	\$8,860.00	\$8,860.00	\$8,500.00	\$8,500.00	\$10,000.00	\$10,000.00
20	Fire Hydrant As Described No.8	1	L.S.	\$7,900.00	\$7,900.00	\$9,050.00	\$9,050.00	\$8,100.00	\$8,100.00	\$8,000.00	\$8,000.00
21	Connection As Described No.9	1	L.S.	\$4,800.00	\$4,800.00	\$5,565.00	\$5,565.00	\$7,500.00	\$7,500.00	\$8,000.00	\$8,000.00
22	Fire Hydrant As Described No 10	1	L.S.	\$7,900.00	\$7,900.00	\$9,050.00	\$9,050.00	\$7,700.00	\$7,700.00	\$8,000.00	\$8,000.00
23	Connection As Described No.11	1	L.S.	\$8,900.00	\$8,900.00	\$8,250.00	\$8,250.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00
24	Connection As Described No. 12	1	L.S.	\$6,500.00	\$6,500.00	\$7,500.00	\$7,500.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00
25	Connection As Described No.13	1	L.S.	\$3,200.00	\$3,200.00	\$2,225.00	\$2,225.00	\$3,300.00	\$3,300.00	\$5,000.00	\$5,000.00
26	Fire Hydrant As Described No.14	1	L.S.	\$10,700.00	\$10,700.00	\$12,115.00	\$12,115.00	\$9,000.00	\$9,000.00	\$10,000.00	\$10,000.00
27	Connection As Described No.15	1	L.S.	\$ 8,900.00	\$8,900.00	\$9,425.00	\$9,425.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00
28	Connection As Described No. 16	1	L.S.	\$8,900.00	\$8,900.00	\$9,350.00	\$9,350.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00
29	Fire Hydrant As Described No.17	1	L.S.	\$7,900.00	\$7,900.00	\$9,050.00	\$9,050.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
30	Fire Hydrant As Described No.18	1	L.S.	\$10,400.00	\$10,400.00	\$11,950.00	\$11,950.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
31	Connection As Described No.19	1	L.S.	\$8,900.00	\$8,900.00	\$9,350.00	\$9,350.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00
32	Connection As Described No.20	1	L.S.	\$8,400.00	\$8,400.00	\$7,560.00	\$7,560.00	\$7,500.00	\$7,500.00	\$9,000.00	\$9,000.00
33	Service Connection 1 In Diam. Replace Short	15	EA	\$1,600.00	\$24,000.00	\$1,025.00	\$15,375.00	\$1,800.00	\$27,000.00	\$2,000.00	\$30,000.00
34	Service Connection 1 In Diam. Replace Long	30	EA	\$1,675.00	\$50,250.00	\$1,085.00	\$32,550.00	\$1,800.00	\$54,000.00	\$2,100.00	\$63,000.00
35	Service Connection 1 In Diam Reconnect Short	5	EA	\$1,250.00	\$6,250.00	\$595.00	\$2,975.00	\$1,500.00	\$7,500.00	\$1,000.00	\$5,000.00
36	Service Connection 1 In Diam Reconnect Long	3	EA	\$1,250.00	\$3,750.00	\$1,275.00	\$3,825.00	\$1,500.00	\$4,500.00	\$1,200.00	\$3,600.00
37	3-Inches HMA CL. 1/2 Inch	628	TN	\$180.00	\$113,040.00	\$210.00	\$131,880.00	\$220.00	\$138,160.00	\$180.00	\$113,040.00
				SUBTOTAL	\$944,162.50	SUBTOTAL	\$1,010,008.57	SUBTOTAL	\$1,051,415.25	SUBTOTAL	\$1,057,619.50
				TAX (8.9%)	\$84,030.46	TAX (8.9%)	\$89,890.76	TAX (8.9%)	\$93,575.96	TAX (8.9%)	\$94,128.14
				TOTAL BID	\$1,028,192.96	TOTAL BID	\$1,099,899.33	TOTAL BID	\$1,144,991.21	TOTAL BID	\$1,151,747.64

 indicates City's adjustment to bid price based on submitted unit prices



City of Anacortes
2026 Doon Way Waterline Replacements
#26-093-WTR-001
BID TABULATION - BID DATE 3/25/2026

Item No.	Item Description	Quantity	Unit	Larry Brown Construction, Inc.		C. Johnson Construction, Inc.		Earthwork Solutions LLC		SRV Construction, Inc.	
				Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid
1	Minor Changes	1	EST.	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
2	Mobilization	1	L.S.	\$76,700.00	\$76,700.00	\$11,950.00	\$11,950.00	\$73,000.00	\$73,000.00	\$119,000.00	\$119,000.00
3	Temporary Traffic Control	1	L.S.	\$12,100.00	\$12,100.00	\$4,570.00	\$4,570.00	\$33,600.00	\$33,600.00	\$42,000.00	\$42,000.00
4	Erosion Control And Water Pollution Prevention	1	L.S.	\$2,110.00	\$2,110.00	\$3,550.00	\$3,550.00	\$2,800.00	\$2,800.00	\$9,700.00	\$9,700.00
5	Spcc Plan	1	L.S.	\$355.00	\$355.00	\$144.00	\$144.00	\$1.12	\$1.12	\$250.00	\$250.00
6	Pothole Existing Underground Utilities	1	L.S.	\$10,000.00	\$10,000.00	\$35,340.00	\$35,340.00	\$22,624.00	\$22,624.00	\$16,000.00	\$16,000.00
7	Asphalt Patching Material (Cold Mix)	20	TN	\$190.00	\$3,800.00	\$251.00	\$5,020.00	\$168.00	\$3,360.00	\$275.00	\$5,500.00
8	Customer Notification	1	L.S.	\$475.00	\$475.00	\$344.00	\$344.00	\$1.12	\$1.12	\$500.00	\$500.00
9	Sawcutting Asphalt	13230	LF	\$1.15	\$15,214.50	\$0.70	\$9,261.00	\$5.04	\$66,679.20	\$2.10	\$27,783.00
10	Rodaway Excavation Incl/Haul Asphalt	33075	SF	\$0.47	\$15,545.25	\$0.60	\$19,845.00	\$0.91	\$30,098.25	\$0.32	\$10,584.00
11	Ductile Iron Pipe CL 50 6 IN . Diam	1119	LF	\$82.50	\$92,317.50	\$83.50	\$93,436.50	\$95.41	\$106,763.79	\$97.00	\$108,543.00
12	Ductile Iron Pipe CL 50 8 IN . Diam	4567	LF	\$95.00	\$433,865.00	\$122.00	\$557,174.00	\$112.10	\$511,960.70	\$108.50	\$495,519.50
13	Connection AS Described Water Note No.1	1	LS	\$4,400.00	\$4,400.00	\$4,790.00	\$4,790.00	\$4,560.64	\$4,560.64	\$5,500.00	\$5,500.00
14	Connection AS Described Water Note No. 2	1	L.S.	\$11,800.00	\$11,800.00	\$14,600.00	\$14,600.00	\$12,992.00	\$12,992.00	\$11,500.00	\$11,500.00
15	Fire Hydrant As Described Water No. 3	1	L.S.	\$10,600.00	\$10,600.00	\$14,810.00	\$14,810.00	\$12,113.46	\$12,113.46	\$12,000.00	\$12,000.00
16	Fire Hydrant As Described Water No. 4	1	L.S.	\$7,700.00	\$7,700.00	\$11,360.00	\$11,360.00	\$9,258.84	\$9,258.84	\$9,000.00	\$9,000.00
17	Connection As Described No.5	1	L.S.	\$9,100.00	\$9,100.00	\$11,640.00	\$11,640.00	\$13,623.88	\$13,623.88	\$11,250.00	\$11,250.00
18	Fire Hydrant As Described No. 6	1	EA	\$12,000.00	\$12,000.00	\$17,240.00	\$17,240.00	\$13,763.68	\$13,763.68	\$14,000.00	\$14,000.00
19	Connection As Described No.7	1	L.S.	\$12,200.00	\$12,200.00	\$11,640.00	\$11,640.00	\$10,599.68	\$10,599.68	\$11,000.00	\$11,000.00
20	Fire Hydrant As Described No.8	1	L.S.	\$7,700.00	\$7,700.00	\$11,360.00	\$11,360.00	\$9,258.84	\$9,258.84	\$9,000.00	\$9,000.00
21	Connection As Described No.9	1	L.S.	\$6,000.00	\$6,000.00	\$7,510.00	\$7,510.00	\$7,500.71	\$7,500.71	\$8,000.00	\$8,000.00
22	Fire Hydrant As Described No 10	1	L.S.	\$7,700.00	\$7,700.00	\$11,360.00	\$11,360.00	\$9,258.88	\$9,258.88	\$9,500.00	\$9,500.00
23	Connection As Described No.11	1	L.S.	\$8,100.00	\$8,100.00	\$11,190.00	\$11,190.00	\$9,512.75	\$9,512.75	\$7,000.00	\$7,000.00
24	Connection As Described No. 12	1	L.S.	\$7,700.00	\$7,700.00	\$11,740.00	\$11,740.00	\$9,335.23	\$9,335.23	\$9,000.00	\$9,000.00
25	Connection As Described No.13	1	L.S.	\$2,650.00	\$2,650.00	\$4,200.00	\$4,200.00	\$1,904.00	\$1,904.00	\$2,500.00	\$2,500.00
26	Fire Hydrant As Described No.14	1	L.S.	\$10,400.00	\$10,400.00	\$14,430.00	\$14,430.00	\$10,810.00	\$10,810.00	\$12,000.00	\$12,000.00
27	Connection As Described No.15	1	L.S.	\$9,600.00	\$9,600.00	\$10,790.00	\$10,790.00	\$9,520.00	\$9,520.00	\$9,350.00	\$9,350.00
28	Connection As Described No. 16	1	L.S.	\$9,500.00	\$9,500.00	\$11,330.00	\$11,330.00	\$9,478.56	\$9,478.56	\$10,275.00	\$10,275.00
29	Fire Hydrant As Described No.17	1	L.S.	\$7,700.00	\$7,700.00	\$11,360.00	\$11,360.00	\$9,258.84	\$9,258.84	\$9,000.00	\$9,000.00
30	Fire Hydrant As Described No.18	1	L.S.	\$10,400.00	\$10,400.00	\$14,810.00	\$14,810.00	\$11,929.80	\$11,929.80	\$12,000.00	\$12,000.00
31	Connection As Described No.19	1	L.S.	\$9,500.00	\$9,500.00	\$12,910.00	\$12,910.00	\$9,479.18	\$9,479.18	\$10,250.00	\$10,250.00
32	Connection As Described No.20	1	L.S.	\$9,000.00	\$9,000.00	\$10,630.00	\$10,630.00	\$8,992.48	\$8,992.48	\$9,750.00	\$9,750.00
33	Service Connection 1 In Diam. Replace Short	15	EA	\$2,265.00	\$33,975.00	\$1,610.00	\$24,150.00	\$2,333.78	\$35,006.70	\$2,250.00	\$33,750.00
34	Service Connection 1 In Diam. Replace Long	30	EA	\$1,945.00	\$58,350.00	\$2,120.00	\$63,600.00	\$2,169.44	\$65,083.20	\$2,400.00	\$72,000.00
35	Service Connection 1 In Diam Reconnect Short	5	EA	\$1,435.00	\$7,175.00	\$1,190.00	\$5,950.00	\$748.16	\$3,740.80	\$1,100.00	\$5,500.00
36	Service Connection 1 In Diam Reconnect Long	3	EA	\$1,500.00	\$4,500.00	\$3,390.00	\$10,170.00	\$809.76	\$2,429.28	\$1,150.00	\$3,450.00
37	3-Inches HMA CL. 1/2 Inch	628	TN	\$197.80	\$124,218.40	\$180.00	\$113,040.00	\$162.40	\$101,987.20	\$268.00	\$168,304.00
				SUBTOTAL	\$1,089,450.65	SUBTOTAL	\$1,212,244.50	SUBTOTAL	\$1,277,286.81	SUBTOTAL	\$1,335,258.50
				TAX (8.9%)	\$96,961.11	TAX (8.9%)	\$107,889.76	TAX (8.9%)	\$113,678.53	TAX (8.9%)	\$118,838.01
				TOTAL BID	\$1,186,411.76	TOTAL BID	\$1,320,134.26	TOTAL BID	\$1,390,965.34	TOTAL BID	\$1,454,096.51

 indicates City's adjustment to bid price based on submitted unit prices



City of Anacortes
2026 Doon Way Waterline Replacements
#26-093-WTR-001
BID TABULATION - BID DATE 3/25/2026

Item No.	Item Description	Quantity	Unit	Strider Construction Co., Inc.		Western Refinery Services, Inc.		Miles Resources, LLC		Colacurcio Brothers, Inc.					
				Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid				
1	Minor Changes	1	EST.	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00				
2	Mobilization	1	L.S.	\$150,000.00	\$150,000.00	\$129,500.00	\$129,500.00	\$85,451.00	\$85,451.00	\$110,000.00	\$110,000.00				
3	Temporary Traffic Control	1	L.S.	\$50,000.00	\$50,000.00	\$20,000.00	\$20,000.00	\$115,900.00	\$115,900.00	\$60,000.00	\$60,000.00				
4	Erosion Control And Water Pollution Prevention	1	L.S.	\$8,500.00	\$8,500.00	\$5,000.00	\$5,000.00	\$20,750.00	\$20,750.00	\$4,000.00	\$4,000.00				
5	Spcc Plan	1	L.S.	\$500.00	\$500.00	\$250.00	\$250.00	\$1,300.00	\$1,300.00	\$2,000.00	\$2,000.00				
6	Pothole Existing Underground Utilities	1	L.S.	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00	\$24,160.00	\$24,160.00	\$17,000.00	\$17,000.00				
7	Asphalt Patching Material (Cold Mix)	20	TN	\$275.00	\$5,500.00	\$300.00	\$6,000.00	\$295.00	\$5,900.00	\$300.00	\$6,000.00				
8	Customer Notification	1	L.S.	\$5,000.00	\$5,000.00	\$250.00	\$250.00	\$1,125.00	\$1,125.00	\$1,000.00	\$1,000.00				
9	Sawcutting Asphalt	13230	LF	\$2.00	\$26,460.00	\$2.00	\$26,460.00	\$3.70	\$48,951.00	\$3.00	\$39,690.00				
10	Rodaway Excavation Incl/Haul Asphalt	33075	SF	\$1.00	\$33,075.00	\$0.80	\$26,460.00	\$0.65	\$21,498.75	\$0.70	\$23,152.50				
11	Ductile Iron Pipe CL 50 6 IN . Diam	1119	LF	\$82.00	\$91,758.00	\$110.00	\$123,090.00	\$93.00	\$104,067.00	\$96.00	\$107,424.00				
12	Ductile Iron Pipe CL 50 8 IN . Diam	4567	LF	\$102.00	\$465,834.00	\$120.00	\$548,040.00	\$113.50	\$518,354.50	\$105.00	\$479,535.00				
13	Connection AS Described Water Note No.1	1	LS	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$4,503.00	\$4,503.00	\$25,000.00	\$25,000.00				
14	Connection AS Described Water Note No. 2	1	L.S.	\$13,500.00	\$13,500.00	\$12,000.00	\$12,000.00	\$14,150.00	\$14,150.00	\$23,500.00	\$23,500.00				
15	Fire Hydrant As Described Water No. 3	1	L.S.	\$11,500.00	\$11,500.00	\$12,000.00	\$12,000.00	\$11,700.00	\$11,700.00	\$16,000.00	\$16,000.00				
16	Fire Hydrant As Described Water No. 4	1	L.S.	\$8,500.00	\$8,500.00	\$11,000.00	\$11,000.00	\$7,850.00	\$7,850.00	\$8,500.00	\$8,500.00				
17	Connection As Described No.5	1	L.S.	\$12,500.00	\$12,500.00	\$11,000.00	\$11,000.00	\$13,030.00	\$13,030.00	\$17,000.00	\$17,000.00				
18	Fire Hydrant As Described No. 6	1	EA	\$14,000.00	\$14,000.00	\$15,000.00	\$15,000.00	\$14,100.00	\$14,100.00	\$13,000.00	\$13,000.00				
19	Connection As Described No.7	1	L.S.	\$12,500.00	\$12,500.00	\$11,000.00	\$11,000.00	\$13,100.00	\$13,100.00	\$18,000.00	\$18,000.00				
20	Fire Hydrant As Described No.8	1	L.S.	\$8,500.00	\$8,500.00	\$11,000.00	\$11,000.00	\$7,850.00	\$7,850.00	\$8,500.00	\$8,500.00				
21	Connection As Described No.9	1	L.S.	\$9,000.00	\$9,000.00	\$11,000.00	\$11,000.00	\$6,490.00	\$6,490.00	\$13,500.00	\$13,500.00				
22	Fire Hydrant As Described No 10	1	L.S.	\$8,500.00	\$8,500.00	\$11,000.00	\$11,000.00	\$7,850.00	\$7,850.00	\$8,300.00	\$8,300.00				
23	Connection As Described No.11	1	L.S.	\$12,000.00	\$12,000.00	\$11,000.00	\$11,000.00	\$10,960.00	\$10,960.00	\$13,000.00	\$13,000.00				
24	Connection As Described No. 12	1	L.S.	\$12,500.00	\$12,500.00	\$2,000.00	\$2,000.00	\$9,080.00	\$9,080.00	\$18,000.00	\$18,000.00				
25	Connection As Described No.13	1	L.S.	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$5,220.00	\$5,220.00	\$12,000.00	\$12,000.00				
26	Fire Hydrant As Described No.14	1	L.S.	\$12,000.00	\$12,000.00	\$11,000.00	\$11,000.00	\$12,410.00	\$12,410.00	\$11,000.00	\$11,000.00				
27	Connection As Described No.15	1	L.S.	\$10,500.00	\$10,500.00	\$11,000.00	\$11,000.00	\$11,650.00	\$11,650.00	\$24,000.00	\$24,000.00				
28	Connection As Described No. 16	1	L.S.	\$12,500.00	\$12,500.00	\$11,000.00	\$11,000.00	\$12,060.00	\$12,060.00	\$22,000.00	\$22,000.00				
29	Fire Hydrant As Described No.17	1	L.S.	\$9,000.00	\$9,000.00	\$13,000.00	\$13,000.00	\$7,850.00	\$7,850.00	\$8,000.00	\$8,000.00				
30	Fire Hydrant As Described No.18	1	L.S.	\$12,500.00	\$12,500.00	\$11,000.00	\$11,000.00	\$11,710.00	\$11,710.00	\$11,000.00	\$11,000.00				
31	Connection As Described No.19	1	L.S.	\$13,000.00	\$13,000.00	\$11,000.00	\$11,000.00	\$12,650.00	\$12,650.00	\$27,000.00	\$27,000.00				
32	Connection As Described No.20	1	L.S.	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$10,540.00	\$10,540.00	\$19,000.00	\$19,000.00				
33	Service Connection 1 In Diam. Replace Short	15	EA	\$2,200.00	\$33,000.00	\$1,600.00	\$24,000.00	\$2,315.00	\$34,725.00	\$2,000.00	\$30,000.00				
34	Service Connection 1 In Diam. Replace Long	30	EA	\$3,400.00	\$102,000.00	\$1,900.00	\$57,000.00	\$3,200.00	\$96,000.00	\$2,600.00	\$78,000.00				
35	Service Connection 1 In Diam Reconnect Short	5	EA	\$850.00	\$4,250.00	\$800.00	\$4,000.00	\$1,480.00	\$7,400.00	\$750.00	\$3,750.00				
36	Service Connection 1 In Diam Reconnect Long	3	EA	\$1,000.00	\$3,000.00	\$900.00	\$2,700.00	\$2,345.00	\$7,035.00	\$1,200.00	\$3,600.00				
37	3-Inches HMA CL. 1/2 Inch	628	TN	\$185.00	\$116,180.00	\$219.00	\$137,532.00	\$184.00	\$115,552.00	\$230.00	\$144,440.00				
					SUBTOTAL		\$1,337,557.00		SUBTOTAL		\$1,437,922.25		SUBTOTAL		\$1,450,891.50
							TAX (8.9%)		TAX (8.9%)		\$129,129.34		TAX (8.9%)		\$129,129.34
							TOTAL BID		TOTAL BID		\$1,580,020.84		TOTAL BID		\$1,580,020.84

 indicates City's adjustment to bid price based on submitted unit prices



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

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

- I. **WORK.** The Contractor shall do all work and furnish all tools, materials, equipment, and transportation required for the **2026 Doon Way Waterline Replacements**, in accordance with and as described in the Invitation for Bid entitled the same, Project No. 26-093-WTR-001. Incorporated by reference, and made a part hereof, are the Invitation for Bid aforementioned, the current edition of the Washington State Department of Transportation *Standard Specifications for Road, Bridge, and Municipal Construction M 41-10* and Amendments, except as modified by the Special Provisions included in this Invitation to Bid. Any changes to the work contracted herein shall be subject to contract modification signed by the Parties.

The City hereby promises and agrees with the Contractor to retain and does retain the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of prices bid and hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for themselves, and for their heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Contractor in the contract.

- II. **PRICE.** The Total Contract Price is **One Million Twenty-Eight Thousand One Hundred Ninety-Two Dollars and Ninety-Six Cents (\$1,028,192.96)**. The Contractor's bid schedule is incorporated by reference and attached hereto as Exhibit A.

- III. **TIME.** Unless otherwise stated in the Invitation for Bid, all physical construction activities shall be completed **One Hundred (180) calendar days** from the first working day following the Notice to Proceed. The Contractor shall supply the materials within the specified period of time after Notice to Proceed has been issued by the City.

- IV. **LIQUIDATED DAMAGES.** Under 1-08.9 of the current WSDOT *Standard Specifications for Road, Bridge, and Municipal Construction*, the City is entitled to liquidated damages for each and every calendar day said work remains uncompleted after expiration of the specified time. However, rather than using the Liquidated Damages Formula, the Contractor agrees to pay the City \$500.00 per day for each and every calendar day said work remains uncompleted. All other terms of WSDOT 1-08.9 remain unchanged.

- V. **INDEMNIFICATION/HOLD HARMLESS.**

The Contractor shall defend, indemnify and hold the City, its appointed and elective officers, officials, employees and volunteers harmless from any and all claims, injuries, including death at any time resulting there from, damages, losses or suits including attorney fees, to the extent caused by negligent acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the

extent of the Contractor’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Clause shall survive the expiration or termination of this Agreement.

VI. **INSURANCE.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise form or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

Contractor’s maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or in equity.

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

Owner:

City of Anacortes

Title

Date

Contractor:

Raw Land Construction LLC

Title

Date

TO: City of Anacortes
City Hall
904 Sixth Street
Anacortes, WA 98221

Attention:

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

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

The bidder declares that they have carefully examined the contract documents for the construction of the project; that they have personally inspected the site; that they have satisfied themselves as to the quantities involved, including materials and equipment and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the contract documents and that this proposal is made according to the provisions and under the terms of the contract documents, which documents are hereby made a part of this proposal.

The bidder declares that they have exercised their own judgment regarding the interpretation of subsurface information and has utilized all data, which they believe pertinent from the Engineer, Owner and other sources in arriving at their conclusions.

The bidder agrees that if this proposal is accepted, they will, within ten calendar days after Notification of Award, execute the contract with the City of Anacortes in the form of contract included in the contract documents, and will, prior to the time of execution of the contract, deliver to the City of Anacortes the Performance and Payment Bonds and all Certificates of Insurance required therein and will, to the extent of their proposals, furnish all necessary labor, tools, materials, equipment, and services required to do the work in the manner, in the time, and according to the methods as specified in the contract documents and required by the Engineer or other Project Manager designated thereunder.

The bidder further agrees, if awarded the contract, to begin work the working day following the date of the Notice to Proceed and to (a) achieve **Physical Completion within One Hundred Eighty (180) calendar days**, and (b) achieve **Contract Completion within Two Hundred Ten (210) calendar days** after the date of the Notice to Proceed.

In the event the bidder is awarded the contract and shall fail to complete the work within the time limit agreed upon as more particularly set forth in the contract documents, liquidated damages shall be paid to the owner per the specifications contained in the contract documents.

The bidder proposes to accept as full payment for the work proposed herein the amount computed under the provisions of the contract documents and based upon the unit price, it being expressly understood that the unit price is independent of the exact quantities involved. Bidder agrees that the unit prices shown represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type of work called for in these contract documents. The undersigned bids for complete construction of the following described project:

NOTICE TO BIDDERS: IN ACCORDANCE WITH THE ADVERTISED INVITATION TO BID, BIDDERS ARE DIRECTED TO WWW.BXWA.COM TO ENSURE RECEIPT OF ENTIRE SOLICITATION.

**2026 DOON WAY WATERLINE REPLACEMENTS #26-093-WTR-001
ATTACHMENT C - BID PROPOSAL
PAGE 2 OF 8**

The work included in this project consists of furnishing all materials, equipment, labor, and incidentals necessary to complete the installation of approximately 4567 linear feet of 8-inch ductile iron water main; 1119 linear feet of 6-inch ductile iron water main; remove and replace fire hydrants; make connections to the existing water system; renew or reconnect existing water services; place hot mix asphalt (HMA); and perform all other work required, all in accordance with the Contract Plans, these Contract Provisions, and the Standard Specifications.

The bid prices shall include everything necessary for the prosecution and completion of the services as detailed in the specifications including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be provided otherwise in this bid.

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
1	1	MC	MINOR CHANGES 1-04.4(1)	\$25,000.00 Allowance	\$25,000.00
2	1	LS	MOBILIZATION 2-01.5	At \$ 35,000.00 Per Lump Sum	\$ 35,000.00
3	1	LS	TEMPORARY TRAFFIC CONTROL 2-04.5	At \$ 8,500.00 Per Lump Sum	\$ 8,500.00
4	1	LS	EROSION CONTROL AND WATER POLLUTION PREVENTION 8-01.5	At \$ 1,500.00 Per Lump Sum	\$ 1,500.00
5	1	LS	SPCC PLAN 1-07.15(1)	At \$ 100.00 Per Lump Sum	\$ 100.00
6	1	LS	POTHOLE EXISTING UNDERGROUND UTILITIES	At \$ 4,500.00 Lump Sum	\$ 4,500.00
7	20	TN	ASPHALT PATCHING MATERIAL (COLD MIX)	At \$ 180.00 Per Ton	\$ 3,600.00
8	1	LS	CUSTOMER NOTIFICATION	At \$ 1,000.00 Per Lump Sum	\$ 1,000.00
9	13,230	LF	SAWCUTTING ASPHALT 3-02.5	At \$ 0.50 Per Linear Foot	\$ 6,615.00

NOTICE TO BIDDERS: IN ACCORDANCE WITH THE ADVERTISED INVITATION TO BID, BIDDERS ARE DIRECTED TO WWW.BXWA.COM TO ENSURE RECEIPT OF ENTIRE SOLICITATION.

**2026 DOON WAY WATERLINE REPLACEMENTS #26-093-WTR-001
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PAGE 3 OF 8**

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
10	33,075	SF	ROADWAY EXCAVATION INCL/HAUL - ASPHALT 3-03.5	At \$ 0.40 Per Square Foot	\$ 13,230.00
11	1119	LF	DUCTILE IRON PIPE CL 50 6 IN. DIAM. 7-09.5	At \$ 76.25 Per Linear Foot	\$ 85,323.75
12	4587	LF	DUCTILE IRON PIPE CL 50 8 IN. DIAM. 7-09.5	At \$ 86.25 Per Linear Foot	\$ 393,903.75
13	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 1	At \$ 3,250.00 Per Lump Sum	\$ 3,250.00
14	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 2	At \$ 11,300.00 Per Lump Sum	\$ 11,300.00
16	1	LS	FIRE HYDRANT AS DESCRIBED WATER NOTE NO. 3	At \$ 10,700.00 Per Lump Sum	\$ 10,700.00
16	1	LS	FIRE HYDRANT AS DESCRIBED WATER NOTE NO. 4	At \$ 7,900.00 Per Lump Sum	\$ 7,900.00
17	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 5	At \$ 9,900.00 Per Lump Sum	\$ 9,900.00
18	1	LS	FIRE HYDRANT AS DESCRIBED WATER NOTE NO. 6	At \$ 12,350.00 Per Lump Sum	\$ 12,350.00
18	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 7	At \$ 9,900.00 Per Lump Sum	\$ 9,900.00
20	1	LS	FIRE HYDRANT AS DESCRIBED WATER NOTE NO. 8	At \$ 7,900.00 Per Lump Sum	\$ 7,900.00

NOTICE TO BIDDERS: IN ACCORDANCE WITH THE ADVERTISED INVITATION TO BID, BIDDERS ARE DIRECTED TO WWW.BXWA.COM TO ENSURE RECEIPT OF ENTIRE SOLICITATION.

**2028 DOON WAY WATERLINE REPLACEMENTS #26-093-WTR-001
ATTACHMENT C - BID PROPOSAL
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ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
21	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 9	At \$ 4,800.00 Per Lump Sum	\$ 4,800.00
22	1	LS	FIRE HYDRANT AS DESCRIBED WATER NOTE NO. 10	At \$ 7,900.00 Per Lump Sum	\$ 7,900.00
23	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 11	At \$ 8,900.00 Per Lump Sum	\$ 8,900.00
24	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 12	At \$ 6,500.00 Per Lump Sum	\$ 6,500.00
25	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 13	At \$ 3,200.00 Per Lump Sum	\$ 3,200.00
26	1	LS	FIRE HYDRANT AS DESCRIBED WATER NOTE NO. 14	At \$ 10,700.00 Per Lump Sum	\$ 10,700.00
27	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 15	At \$ 8,900.00 Per Lump Sum	\$ 8,900.00
28	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 16	At \$ 8,900.00 Per Lump Sum	\$ 8,900.00
29	1	LS	FIRE HYDRANT AS DESCRIBED WATER NOTE NO. 17	At \$ 7,900.00 Per Lump Sum	\$ 7,900.00
30	1	LS	FIRE HYDRANT AS DESCRIBED WATER NOTE NO. 18	At \$ 10,400.00 Per Lump Sum	\$ 10,400.00
31	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 19	At \$ 8,900.00 Per Lump Sum	\$ 8,900.00
32	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 20	At \$ 8,400.00 Per Lump Sum	\$ 8,400.00

NOTICE TO BIDDERS: IN ACCORDANCE WITH THE ADVERTISED INVITATION TO BID, BIDDERS ARE DIRECTED TO WWW.BXWA.COM TO ENSURE RECEIPT OF ENTIRE SOLICITATION.

**2026 DOON WAY WATERLINE REPLACEMENTS #26-093-WTR-001
ATTACHMENT C - BID PROPOSAL
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ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
33	15	EA	SERVICE CONNECTION 1 IN. DIAM. (REPLACE SHORT) 7-15.5	At \$ 1,600.00 Per Each	\$ 24,000.00
34	30	EA	SERVICE CONNECTION 1 IN. DIAM. (REPLACE LONG) 7-15.5	At \$ 1,675.00 Per Each	\$ 50,250.00
35	5	EA	SERVICE CONNECTION 1 IN. DIAM. (RECONNECT SHORT) 7-15.5	At \$ 1,250.00 Per Each	\$ 6,250.00
36	3	EA	SERVICE CONNECTION 1 IN. DIAM. (RECONNECT LONG) 7-15.5	At \$ 1,250.00 Per Each	\$ 3,750.00
37	628	TN	3-INCHES HMA CL. 1/2 INCH PG 84-22 5-04.5	At \$ 180.00 Per Ton	\$ 113,040.00

*Note Rule WAC 458-20-170 applies. Sales tax is separately priced and added to the base bid price.

SUBTOTAL	\$ 944,162.50
SALES TAX (8.9%)	\$ 84,030.46
TOTAL BID	\$ 1,028,192.96

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA:

Bidder acknowledges review of all Addenda No. 1 through No. 1

NOTE: Failure to acknowledge any issued Addenda may render proposal non-responsive and therefore void. It is the sole responsibility of the Bidder to learn of Addendum, if any. Such information may be obtained from the Builders Exchange website at www.bxwa.com.

NOTICE TO BIDDERS: IN ACCORDANCE WITH THE ADVERTISED INVITATION TO BID, BIDDERS ARE DIRECTED TO WWW.BXWA.COM TO ENSURE RECEIPT OF ENTIRE SOLICITATION.

**2026 DOON WAY WATERLINE REPLACEMENTS #26-063-WTR-001
ATTACHMENT C - BID PROPOSAL
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BID DEPOSIT: A proposal deposit in an amount of five percent (5%) of the total bid is attached here in the form indicated: Bid Bond Cashier's Check Postal Money Order

NOTICE TO ALL BIDDERS: To report bid rigging activities call: 1-800-424-9071. The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, Bidder collusion, or other fraudulent activities should use the "hotline" to report activities. The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

BIDDER CERTIFIES

- They have examined the work site and all existing conditions;
- They fully understand the manner in which payment is proposed;
- They propose to furnish all labor, equipment, and materials required to perform and complete specified work within the time fixed, and for the price proposed;
- They will observe the national, Washington State, and local codes; and
- They have the insurance coverage required for this Contract, which includes: Commercial General Liability Insurance, Business Auto Liability, Worker's Comp

Name of Bidder: Raw Land Construction LLC

Contact Name: Sean Winterburn-President

Mailing Address: 2430 E. Bakerview Rd

City, State, Zip: Bellingham, WA. 98226

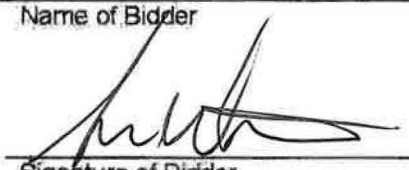
Business Telephone: (360)441-6226 Cell Phone: (360) 441-6226

Email Address: info@Rawlandconstructionllc.com

Contractor's State License No: RAWLALC857NL

UBI Number: 603-524-135

By signing this proposal, the bidder agrees to all requirements contained in the contract documents.

	<u>Raw Land Construction LLC</u>	
(Corporate Seal)	Name of Bidder	Title
03/25/2026		President
Date	Signature of Bidder	
	<u>Sean Winterburn-President</u>	
	Print Name	

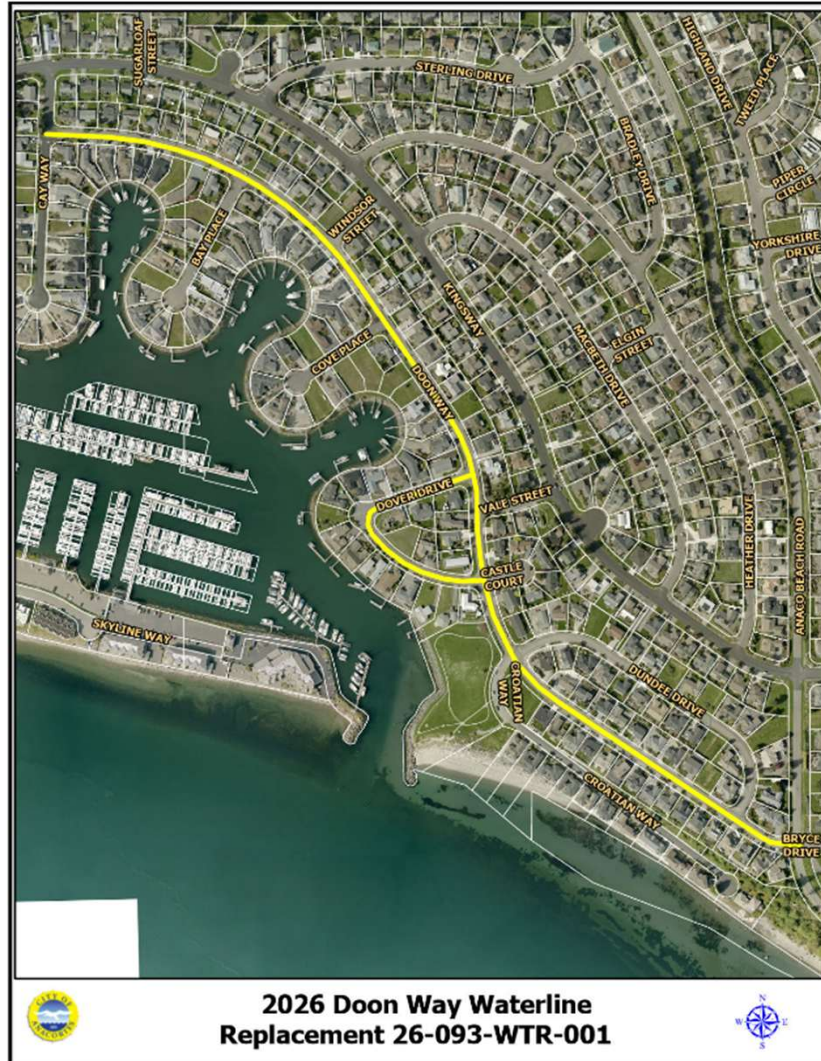
NOTICE TO BIDDERS: IN ACCORDANCE WITH THE ADVERTISED INVITATION TO BID, BIDDERS ARE DIRECTED TO WWW.BXWA.COM TO ENSURE RECEIPT OF ENTIRE SOLICITATION.

Doon Way Waterline Replacement

Logan Lee, Public Works Director

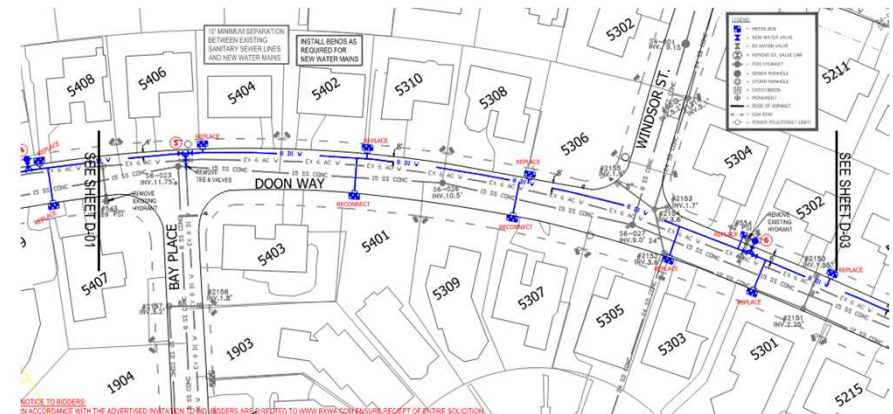
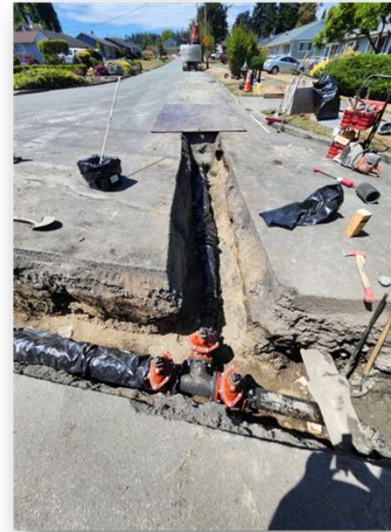
April 20 2026





Project Overview

- Water Rates/ Users Fees.
\$1,700,000 Total Budget in 2026
 - \$63,837.00 Jura Way
 - \$364,218.88 Terrace Drive
 - \$ 1,028,192.96 Doon Way
 - Remaining Funds Reserved for Satterlee Rd Project
- Installation of Approximately 4,567 FT 8" Ductile Pipe
- Installation of Approximately 1,119 FT 6" Ductile pipe
- Remove and replace Fire Hydrants
- Renew or reconnect existing water services.





City Council Agenda Bill

April 20, 2026

Action Type: Contract Award

Item: 6.i.

Title: Contract Award: Microsoft Enterprise Agreement - Office 365 Renewal #26-140-ITS-001

Staff Contact(s): Jose Cervantes

Approved for Submittal to Council by:

Tiffany Matson
Jose Cervantes
Jose Cervantes

Summary: City staff seeks City Council consent to award a contract in the amount of \$360,501.88 to SHI International Corp. for the Microsoft Enterprise Agreement - Office 365 Renewal for a 36-month term. The yearly cost will be \$120,167.29. The contract piggybacks on NASPO ValuePoint Master Agreement #AR2488/Washington Master Contract #05116.

Background:

1. History: Microsoft Office Apps are used by all City staff on a daily basis for content creation, collaboration and communication. This purchase renews our licenses from 5/1/2026-4/30/2029.
2. Key Terms:
 - o Total contract price of \$360,501.88 which includes \$29,462.50 in sales tax, which will be billed in yearly amounts of \$120,167.29.
 - o Coverage term 5/1/2026-4/30/2029.
3. Competitive Bidding: The City has an interlocal cooperative purchasing agreement with Washington State Department of Enterprise Services and is procuring this service through NASPO ValuePoint Master Agreement #[AR2488](#)/Washington Master Contract #[05116](#).

Budget Impact:

Vendor	SHI International Corp.
Contract Amount	\$360,501.88
In CFP?	No
Funding Source	Operating Budget
Earmarked Funds	\$141,440.00 for 2026
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 26-140-ITS-001 with SHI International Corp. in the amount of \$360,501.88 for the 36-month Microsoft Enterprise Agreement - Office 365 Renewal.

Alternative Actions: Not approve the contract.

Attachments (listed in order presented):

1. 26-140-ITS-001
2. Council Presentation Enterprise Agreement



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

Date: 4/20/2026

PURCHASE ORDER #26-140-ITS-001
MICROSOFT ENTERPRISE AGREEMENT - OFFICE 365 - 5/1/26-4/30/29

VENDOR: SHI International Corp
 Sarah Latini
 290 Davidson Ave
 Somerset, NJ 08879
 888-764-8888
 msteam@shi.com

CONTACT: Jose Cervantes
 Information Systems Department
 PO Box 547
 Anacortes, WA 98221
 (360) 299-1981
 cervantesj@anacorteswa.gov

ITEM	DESCRIPTION	U/M	QTY	UNIT PRICE	TOTAL
1	Subscription licenses for Microsoft M365 Suite as listed in Exhibit A.	Year	3	\$110,346.46	\$331,039.38

SUBTOTAL: \$331,039.38
 SALES TAX 8.90% \$29,462.50
TOTAL for 36-month term: \$360,501.88

The subscription licenses will be billed in 12-month terms at the start of each term.

This order is subject to:
 1. Exhibit A: Quote 27254753
 2. Exhibit B: Special Provisions
 3. Exhibit C: NASPO ValuePoint Master Agreement #AR2488/Washington Master Contract #05116, and related Amendments
 Exhibits A through C are hereby incorporated by reference and made a part hereof.

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

CITY OF ANACORTES

SHI INTERNATIONAL CORP.

Title

Title

Date

Date

EXHIBIT A



Pricing Proposal

Quotation #: 27254753

Reference #: EA# 88953589 Renewal

Created On: 3/6/2026

Valid Until: 3/31/2026

WA-City Of Anacortes

Andrew Olson

PO Box 547

Anacortes, WA 98221

United States

Phone: (360) 293-1900

Email: andrewo@cityofanacortes.org

Microsoft Inside Account Manager

Mia Wagner

290 Davidson Ave

Somerset, NJ 0873

Phone: 732-868-8963

Email: mia_wagner@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 EMS G3 GCC ALng Sub Per User Microsoft - Part#: AAD-32907 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 5/1/2026 - 4/30/2027 Note: Year 1 of 3- Budgetary	70	\$109.16	\$7,641.20
2 M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 5/1/2026 - 4/30/2027 Note: Year 1 of 3- Budgetary	210	\$408.77	\$85,841.70
3 O365 G1 GCC Sub Per User Microsoft - Part#: U4S-00002 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 5/1/2026 - 4/30/2027 Note: Year 1 of 3- Budgetary	20	\$113.55	\$2,271.00
4 Entra ID P2 Gov Sub Per User Microsoft - Part#: MQN-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 5/1/2026 - 4/30/2027 Note: Year 1 of 3- Budgetary	1	\$86.84	\$86.84

5	O365 G3 GCC Sub Per User Microsoft - Part#: AAA-11894 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 5/1/2026 - 4/30/2027 Note: Year 1 of 3- Budgetary	50	\$261.16	\$13,058.00
6	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 5/1/2026 - 4/30/2027 Note: Year 1 of 3- Budgetary	6	\$144.77	\$868.62
7	Win OLS Activation User GCC Sub Per User Microsoft - Part#: VRM-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 5/1/2026 - 4/30/2027 Note: Year 1 of 3- Budgetary	210	\$0.00	\$0.00
8	Planner & Project P3 GCC Sub Per User Microsoft - Part#: 7MS-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 5/1/2026 - 4/30/2027 Note: Year 1 of 3- Budgetary	2	\$289.55	\$579.10
9	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 5/1/2026 - 4/30/2027 Note: Year 1 of 3- Budgetary	280	\$0.00	\$0.00

Subtotal	\$110,346.46
*Tax	\$9,710.49
Total	\$120,056.95

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Pricing is subject to change based on OEM and Distribution pricing changes

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Payment Schedule:

Year 1; \$120,056.95

Year 2; \$120,056.95

Year 3; \$120,056.95

Total: \$360,170.85

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



**PURCHASE ORDER #26-140-ITS-001
SPECIAL PROVISIONS
EXHIBIT B**

1. **NASPO ValuePoint Master Agreement #AR2488/Washington Master Contract #05116.** The work on this project shall be accomplished in accordance with the NASPO ValuePoint Master Agreement #AR2488/Washington Master Contract #05116, and related Amendments.

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.

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.

C. Minimum Scope of Insurance: The Vendor shall obtain insurance of the type and coverage described below:

Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. **The City of Anacortes shall be named as an additional insured** under the Vendor's Commercial General Liability insurance policy.

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

Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products liability aggregate limit.

E. Other Insurance Provision: The 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 subcontractors 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 services 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:

SHI International Corp
Sarah Latini
290 Davidson Ave
Somerset, NJ 08879
msteam@shi.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).

Program Signature Form

MBA/MBSA number

8833856

AMD000490392

Agreement number

8833856

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10637
Product Selection Form	3155233.003_PSF
Enterprise Amendment	M97 - (80910350)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer

Name of Entity (must be legal entity name)* City of Anacortes

Signature*

Printed First and Last Name*

Printed Title

Signature Date*

Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	80910350	Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>	88953589		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Microsoft Products and Services Data Protection Addendum, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced as long as (a) the initial order minimum requirements are maintained and (b) the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available. Subscription Licenses ordered upfront may not be reduced.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The last true-up order or update statement during an Enrollment term is due within 30 days prior to the Expiration Date, and any license reservations within this 30-day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.
- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate may request to renew Products and Services under this Enrollment for one additional 36-month term. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements or Enrollments in order to renew. In order for a renewal request to be considered, Microsoft must receive a Renewal Form, Product Selection Form, and renewal request prior to or at the Expiration Date. Microsoft will review a renewal request made under this section in good faith and may accept or reject such request in its sole discretion.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month (“Extended Term”) is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate’s termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the “Early Termination” Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b.** All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c.** Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i)** Government Community Cloud Services will be offered only within the United States.
 - (ii)** Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii)** References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Make an election for including Affiliates in the Enterprise (Required).

Check **only one box** in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only.

All Affiliates. All Affiliates of Enrolled Affiliate are hereby included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

Enrolled Affiliate including. Only the Enrolled Affiliate and the Affiliates listed below will be included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

The following Affiliates are included in the Enterprise:

Notwithstanding anything to the contrary in the Agreement, the parties acknowledge and agree to the following:

Products ordered under this Enrollment may be subject to U.S. and other countries' export jurisdictions. Each party will comply with all laws and regulations applicable to the import or export of the Products, including, without limitation, trade laws of the U.S., EU, and UK, such as the U.S. Export Administration Regulations, sanctions regulations administered by the U.S. Office of Foreign Assets Control, the EU Dual Use Regulation 2021/821, and/or other end-user, end use, and destination restrictions ("Trade Laws"). Customer will not, and will ensure its Affiliates will not, take any action that causes Microsoft to violate applicable Trade Laws. Microsoft may suspend or terminate this Enrollment immediately without notice to the extent that Microsoft reasonably believes that performance would cause it to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws. Customer remains responsible for its and for its Affiliates' compliance with this section and, to the extent applicable, a Regional Trade Compliance Supplemental Terms incorporated herein by reference.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://privacy.microsoft.com/privacystatement>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact may also be an Online Administrator for Volume Licensing

in the Microsoft 365 Admin Center (MAC) and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Anacortes

Contact name: First* Jose Middle Last* Cervantes

Contact email address* cervantesj@anacorteswa.gov

Street address* 904 6th Street P O Box 410

City* Anacortes

State* WA

Postal code* 98221-0547-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 360-299-1981

Tax ID

Work or School (WSA) Account ID cervantesj@anacorteswa.gov

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for Volume Licensing in the Microsoft 365 Admin Center (MAC) and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Jose Middle Last* Cervantes

Contact email address* cervantesj@anacorteswa.gov

Street address* 904 6th Street P O Box 410

City* Anacortes

State* WA

Postal code* 98221-0547-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 360-299-1981

Work or School (WSA) Account ID cervantesj@anacorteswa.gov

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Jose Middle Last* Cervantes

Contact email address* cervantesj@anacorteswa.gov

Phone* 360-299-1981

Work or School (WSA) Account ID cervantesj@anacorteswa.gov

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.
Street address (PO boxes will not be accepted)* 290 Davidson Ave
City* Somerset
State* NJ
Postal code* 08873-4145
Country* United States
Contact name* SarahLatini
Phone* 888-764-8888
Contact email address* msteam@shi.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

<p>Signature* <i>Sarah Latini</i></p> <hr/> <p>Printed name* Sarah Latini Printed title* Date*</p>
--

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Proposal ID

3155233.003

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:				
Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	210	280	0.8	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
O365 G1 GCC	20
O365 G3 GCC	50
Enterprise Mobility and Security (EMS)	
Enterprise Mobility and Security USL	70
Microsoft 365 Enterprise	
M365 G3 GCC USL Unified	210

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	260	280	280	210

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
<p>Note 1: In the following countries, any direct Enrollment consisting of only Enterprise Online Services will not be eligible for the Renewal option described in Section 5.b. of the Enrollment or for a new Enrollment due to program changes: Argentina, Australia, Austria, Belgium, Canada, Chile, Cyprus, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Jamaica, Italy, Lichtenstein, Luxemburg, Malta, Netherlands, Norway, Portugal, Puerto Rico, South Africa, Spain, Sweden, Switzerland, Trinidad & Tobago, United Kingdom, United States, and Uruguay.</p>	
<p>Note 2: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.</p>	
<p>Note 3: Unless otherwise indicated in the associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.</p>	
<p>Note 4: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.</p>	

Amendment to Contract Documents

Enrollment Number

AMD000490392

This amendment (“Amendment”) is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate’s Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
MQN-00001	Entra ID P2 Gov Sub Per User	1	0
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	210	0
U4S-00002	O365 G1 GCC Sub Per User	20	0
AAA-11894	O365 G3 GCC Sub Per User	50	0
7MS-00001	Planner & Project P3 GCC Sub Per User	2	0
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	271	9
P3U-00001	Visio P2 GCC Sub Per User	6	0
AAD-32907	EMS G3 GCC ALng Sub Per User	0	70
VRM-00001	Win OLS Activation User GCC Sub Per User	210	0

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

"(M97)EnrAmend(Ind)(InvoiceforQuotedPrice) (WW)(ENG)(Dec2025)(IU).docx"		M97	Lime
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Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Anacortes

Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	88953589	X	X

Microsoft Enterprise Agreement - Office 365 Renewal

Jose M. Cervantes, IS Manager

April 20th 2026





Executive Summary

- **Purpose:** Request Council authorization for a 3-year renewal of the City's Microsoft Enterprise Agreement.
- **Key Objective:** Maintain access to essential productivity tools (email, Office apps, Teams) and critical security infrastructure.
- **Recommended Action:** Approve contract #26-140-ITS-001 with SHI International Corp. firm fixed price of \$360,501.88 for the 3-year term.
- **Payment Schedule:**
 - Year 1: \$120,167.30
 - Year 2: \$120,167.29
 - Year 3: \$120,167.29



Why an Enterprise Agreement?

- **Cost-Effectiveness:** Provides volume licensing discounts ranging from 15% to 45% compared to individual licenses.
- **Budget Predictability:** Locks in pricing for the next 3 years, protecting the City from annual market fluctuations.
- **Annual True-Up:** Ability to adjust license counts based on actual staff growth or reductions.
- **Software Assurance:** Includes rights to the latest version upgrades and 24/7 support at no additional cost.



Core Services Delivered

- **Productivity:** Word, Excel, PowerPoint, Access, and Outlook for City staff.
- **Collaboration:** Microsoft Teams for internal communication and remote meetings.
- **Cloud Storage:** OneDrive and SharePoint for secure document management.
- **Infrastructure:** Licenses for Windows Operating Systems.



Enhanced Security & Compliance

- **Data Residency:** All City data is stored in U.S. based, government-segregated data centers.
- **Compliance:** Meets strict CJIS and HIPPA requirements for public sector data.
- **Security Upgrades:** Includes advanced threat protection, multi-factor authentication (MFA), and automated security patching.



Strategic Recommendation

- **Continuity:** Avoids disruption to daily City services, emergency response, and public communication.
- **Consolidation:** Single integrated platform.
- **Staff Recommendation:** It is recommended that City Council authorize the Mayor to execute the renewal agreement.



Q&A and Next Steps

- Questions?
- Next Steps:
 - Council Approval
 - Execution of Agreement by Mayor
 - Renewal Effective Date: May 1st, 2026
- Alternative Actions: Not approve the contract