



Anacortes City Council
Municipal Building Council Chambers
904 Sixth Street

September 12, 2016
6:00 p.m.

PRELIMINARY AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Skagit Domestic Violence and Sexual Assault Services Presentation on the Lethality Assessment Program
4. **Public Comment**
5. **Consent Agenda (Action)**
 - a. Minutes of August 22, 2016, August 29, 2016 and September 6, 2016
 - b. Approval of Claims in the amount of: \$323,337.31
 - c. Grant Agreement: EMW-2016-PU-00234, Port Security Grant Program
6. **Unfinished Business**
 - a. Findings of Fact, Conclusions of Law and Decision on Appeals and Planning Commission's Recommendation on the Haddon Road 13 Lot Plat & PUD, PUD-2016-1001 (Discussion/Possible Action)
7. **Public Hearings**
 - a. * Public Hearing: Moratorium on the Receipt and Processing of Planned Unit Development Applications Pursuant to Chapter 16.40 of the Anacortes Municipal Code (Discussion)
8. **Other Business**
 - a. * Resolution 1970 Reaffirming Ordinance 2986 Relating to a Moratorium on Planned Unit Developments and Adopting a Work Plan (Discussion/Possible Action)
 - b. * Contract for South Commercial Murals, South Commercial Improvements (Discussion/Possible Action)
 - c. * Interlocal Agreement: NoaNet (Discussion/Possible Action)
9. **Adjournment**

Per Resolution 1949, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk () may do so as those items are considered by Council during the course of the meeting. Citizens wishing to speak will please sign in at the back of the Council Chambers prior to the start of the meeting. The Mayor may limit comments to those who have signed in, and may limit the time allotted to each speaker to facilitate the orderly progress of the meeting.*

The City of Anacortes encourages people with disabilities to participate in public meetings.
For assistance with special needs, please contact Cherri Kahns at 360-299-1950 at least 48 hours prior to this meeting.



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning September 19, 2016

Subjects listed below have been tentatively suggested for consideration by the Anacortes City Council on the dates indicated. Items may be added to, removed from or rearranged on this list. Routine business such as approval of minutes, vouchers and consent agenda items is not included. The complete Preliminary Agenda for each meeting is published at 3:00 on the Wednesday prior to the meeting. Published Agendas are subject to change and may be updated following the posting period. For additional information on agenda topics, please contact the City Clerk's office at 360-299-1960 to be directed to the sponsoring staff member.

September 19, 2016

- Contract Award: Integrated Library System
- Interlocal Agreement with Skagit County: Economic Development Public Facility Project Funding for City of Anacortes Fiber Optic Network (Discussion/Possible Action)

September 26, 2016

- Ord.____: Amendments to AMC Title 2, Title 9, Title 18, and Creating a New Title 20 to Provide for a Fair and Efficient System of Civil Code Enforcement

October 3, 2016

- Public Hearing on 2017/2018 Budgeted Revenue Sources, including Proposed Property Tax Increase
- Council Review of 2017/2018 Budget
- Scope of Work for Zoning & Development Regulations Updates (Discussion)

October 10, 2016

- Council Review of 2017/2018 Budget

October 17, 2016

- Council Review of 2017/2018 Budget

October 24, 2016

November 7, 2016

November 14, 2016

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Planning, Monday, Sep 12, 2016, 5:00 PM, Planning Director's Office
- Personnel, Monday, Sep 12, 2016, 5:00 PM, Main Floor Conference Rm.
- Public Safety, Tuesday, Sep 13, 2016, 4:30 PM, Mayor's Office, City Hall
- Finance, Wednesday, Sep 14, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
- Tourism Promotion Strategic Planning, Thursday, Sep 15, 2016, 4:30 PM, Anacortes Public Library
- Public Works, Monday, Sep 19, 2016, 5:00 PM, Public Works Director's Office
- Planning, Monday, Sep 26, 2016, 5:00 PM, Planning Director's Office
- Finance, Wednesday, Sep 28, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
- Public Works, Monday, Oct 3, 2016, 5:00 PM, Public Works Director's Office

Skagit Lethality Assessment Program (LAP)

Skagit Domestic Violence and Sexual Assault Services

September 12,
August 22, 2016

History of the Lethality Assessment Screen

- 25 years of research in the field of domestic violence homicide
- Development of 20-question *Danger Assessment*
- Maryland Network Against Domestic Violence refined DA to develop the LAP
- Field use since 2005
- Currently in 34 states

"A supported intervention"

(CDC) Centers for Disease Control & Prevention

The Lethality Assessment Screening Tool

- Officer determines danger level as the scene of an intimate partner domestic disturbance
- When appropriate, officer will ask victim 11 questions on the LAP
- If victim "screens in" the officer will call Skagit DV/SAS; ask victim to speak with advocate
- Advocate will do emergency safety plan, determine if appropriate for shelter
- Advocate will follow-up with victim within 24 hours

Benefits of the LAP

- Reduction in DV and collateral homicides
- Reduction in near-fatal DV injuries
- Reduction in re-assault rates
- Fewer law enforcement call-outs
- Greater victim satisfaction with law enforcement

"A leading promising practice"

(OVW) Office of Violence Against Women

Why Here? Why Skagit County?

- Only 0.67 DV-related homicides per year in Skagit County since 2006
- For every DV homicide there are 8.5 near-fatal injuries
- These near-fatal incidents require law enforcement intervention
- With the LAP's proven record of reducing highly lethal DV, we have the opportunity to address the potential problem of DV homicides before it becomes a problem in Skagit County



Support • Empower • Prevent

City Council Minutes – August 22, 2016

Mayor Laurie Gere called to order the regular Anacortes City Council meeting of August 22, 2016 at 6:00 p.m. Councilmembers Eric Johnson, Ryan Walters, Erica Pickett, Brad Adams, Liz Lovelett and John Archibald were present. Councilmember Matt Miller was absent. Mayor Gere reported that Mr. Miller was out of the country. The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor's Award of Merit: Mayor Gere presented the Award of Merit to Building Plans Examiner Paul Ingalls. Mr. Ingalls received a certificate and had his name added to the plaque of Award of Merit winners displayed in City Hall.

Ms. Lovelett reported from the Parks and Recreation Committee which met the prior Thursday and discussed progress on the Storvik Park spray pad, capital planning and ongoing renovations at the Washington Park upper restroom.

Mr. Johnson reported that the Community Services panel of the Affordable Housing and Community Services Committee met August 11, 2016 and formed into four teams to investigate different topics that offer opportunities for immediate action including a community resource center, a Fidalgo Village program to assist seniors to stay in their own homes, providing early learning and infant care, and coordinating currently available food security programs. He elaborated on each of those topics, invited the public to an informational meeting on the Fidalgo Village project on September 29, 2016 at 6:00 p.m. at the Anacortes Public Library, and advised that the Whitney School toddler early learning program is in need of a new space to continue the program.

Mr. Archibald reported that the Lodging Tax Advisory Committee met the prior Thursday, discussed and approved an application for funds to support more music at the Heart of Anacortes, and discussed expanding the committee to include more members.

Public Comment

No one present wished to address Council on any topic not already on the agenda.

Consent Agenda

Ms. Lovelett removed Items 5g and 5h from the Consent Agenda. Mr. Adams removed Item 5f from the Consent Agenda.

Mr. Johnson moved, seconded by Mr. Archibald, to approve the following Consent Agenda items. The motion passed unanimously by voice vote.

- a. Minutes of August 15, 2016
- b. Approval of Claims in the amount of: \$172,444.07
- c. Contract Award: Treatment Plant Chemicals
- d. Contract Award: Storm Sewer Pond & Swale Improvements
- e. Resolution 1968: Write Off Uncollectible Billing Balances

The following vouchers/checks were approved for payment:

Voucher (check) numbers: 81694 through 81790, total \$199,751.72

EFT numbers: 206379 through 207288, total \$16,372.72

- f. Ordinance 2983: Amending 2015-2016 CFP
- g. Ordinance 2984: Amending 2016 Budget
- h. Ordinance 2987: Amending 2016 Budget

Mr. Adams asked if the city had reached any agreement with the Anacortes School District about how the District would pay for its portion of the Operations Shop roofing project. Finance Director Steve Hoglund reported that he and the mayor had met with the School District the prior week. He referenced the current agreement with the District included in the evening's packet materials. He said the District budget cycle was already complete for the year but that City staff would meet with District personnel after the roofing project was complete and work with them to get the District's 40% portion paid back to the City. Mr. Hoglund added that the City's portion of the project would be funded with real estate excise tax (REET) and that the District's share would be paid with general funds pending repayment by the District. Mr. Hoglund explained that Ordinances 2984 and 2987 were both amendments to the 2016 budget, the latter addressing only the Operations Shop roofing project. Ms. Lovelett urged more proactive asset management and inclusion of projects such as the roofing project in the Capital Facilities Plan. Ms. Lovelett moved, seconded by Mr. Adams, to approve Consent Agenda Items 5f, 5g and 5h. The motion passed 5 to 1 by voice vote with Mr. Walters voting against.

PUBLIC HEARINGS

Continued Closed Record Public Hearing to Decide on Appeals and Planning Commission's Recommendation on the Haddon Road 13 Lot Plat & PUD, PUD-2016-1001

Mayor Gere advised that appellants would be given 3-5 minutes each to respond to the applicant's presentation at the August 15, 2016 closed record hearing, then other parties of record who wished to speak would be sworn in and allowed to speak, then the applicant would be given 15-30 minutes to respond.

All testimony was recorded and both audio and video recordings were posted on the City of Anacortes website and made part of the permanent record.

Appellant Vernon Lauridsen, 2219 32nd Street, summarized his presentation from the August 15, 2016 meeting. He addressed the code modifications requested by the applicant and argued that the code does not provide for those modifications, specifically road standards, density and access to flag lots. Mr. Lauridsen argued that a conditional use permit should be required to achieve what the applicant had proposed. He also argued that Mr. Ravnik had not provided evidence that the downstream storm drainage issues had been addressed.

Appellant Patricia Young, 2219 32nd Street, cited the 2016 Comprehensive Plan regarding hazardous areas and responded to geotechnical reports in the record regarding setbacks from the slope. Ms. Young urged Council to protect the people, property and environment of Anacortes by upholding AMC 17.70.260 requiring a minimum buffer on a critical slope equal to the height of the slope or 50 feet, whichever is greater.

Appellant Patrick O'Hearn, 11039 Post Drive, responded to the applicant's assertion that the proposed PUD relied on precedent as well as code. Mr. O'Hearn argued that there are no flag lots in Fir Crest so that does not provide a precedent for the subject PUD. Mr. O'Hearn said that if the subject PUD adopted a lot configuration similar to Fir Crest the lots would be well under the required 7500 SF which was not allowable without code modifications. Mr. O'Hearn responded to Mr. Nicol's argument that the code provides no direction on flags and that they should thus be allowed as proposed. Mr. O'Hearn said there are no shared access flag lots in the R1 zone, no precedent for shared access flag lots, and no reason for them other than maximizing profit. He said this would be a grant of special privilege, would weaken the codes, and was not required by any special circumstance.

Appellant Carol O'Hearn, 11039 Post Drive, said that clear cutting the top two acres of the property would increase drainage and water migration downslope. She said Mr. Ravnik's presentation focused on 100 year maximum rainfall and said a single 24-hour event would not be a problem. Ms. O'Hearn quoted a professional report (GEAR) regarding soil conditions during the weeks of heavy rain leading up to the Oso slide and argued that cumulative rainfall also needed to be considered. She reiterated that pistol butted

trees provide evidence of down slope movement of the ground and instability. Ms. O'Hearn said the city needed to require geotechnical studies during the wet season.

Craig Sjoström, 1204 Cleveland Avenue, Mount Vernon, attorney representing appellants Patrick and Carol O'Hearn, called the proposed PUD a poster child for the city's recent moratorium on new PUD applications. Mr. Sjoström said it was the applicant's job to propose a plan that satisfied all the requirements and that it had not done that. Mr. Sjoström disagreed with the applicant's interpretation of *Maranatha Mining v. Pierce County*. He said the appellants had presented convincing arguments that the PUD should be denied. Mr. Sjoström argued that the PUD ordinance did not have unambiguous standards for approving PUDs so by definition approving the subject PUD would be arbitrary and capricious. Mr. Sjoström repeated his argument that the PUD ordinance also violated the Growth Management Act because it provided for more than one open record public hearing. He argued that project approvals under the current PUD ordinance would be invalid and subject to judicial reversal under the Land Use Petition Act. He concluded that Council must deny the application because it did not comply with the letter or the spirit of applicable city ordinances or state law.

Appellant Allen Rhoades, 4105 Mitchell Drive, speaking as president of Stittwood Homeowner's Association, said there was still no specific plan to prove that the stormwater sewer system would be able to handle the flow from the PUD. He said the HOA was unsure about the safety of that stormwater.

Appellant Allen Rhoades, speaking on his own behalf, reminded Council of the inconsistencies in the code with respect to PUDs. He said there was too much room for interpretation in the code. He said if it took 11-12 homes for the developer to make a reasonable profit, without following the intent of the code, then maybe the time wasn't right for the project. He urged Council to protect the intent of the code and allow the PUD code process to be rewritten under the current moratorium.

Appellant Deborah Martin, 6407 Dow Lane, said the applicant's arguments for the PUD did not fit the intent of the pertaining laws. She spoke to how a community creates its laws, quoting the 2016 Comprehensive Plan and citing extensive community input. Ms. Martin said Haddon Road was historically the last rural edge of the city and was part of the town's historical culture. She said that given the city policy of protecting the natural environment, Council's decision must acknowledge that the highest utility for this property may require retaining clusters of mature upland trees integral to the critical slope, wetland, wildlife and adjacent property protection. She urged Council to rule in favor of a new, truly creative plan with lot lines drawn respecting the rural character and environmental reality of this property within the law of R1 density.

No other appellants wished to address Council. Mayor Gere opened the floor to other parties of record.

Mayor Gere swore John Prosser, party of record, to tell the truth in his testimony.

John Prosser, 3018 Commercial Ave, real estate broker, said he had sold the subject property to applicant Allen Family Investments. Said he had evaluated the property at the time of listing and felt a PUD was best option for the property due to the slope and usable land. He said the code allowed for up to 20 units on 5 acres in a PUD in R1. He described the Fir Crest development and said he knew of at least eight PUDs that did not have sidewalk, curb and gutter. He said the PUD ordinance encouraged creative and highest use of the property. He cited the dense multifamily development directly north of the subject property. Mr. Prosser said Anacortes needed more housing to meet its population allocation and had determined it would do that through infill rather than expanding the UGA. He quoted figures about the number of properties listed, pending and sold in Anacortes.

Mr. Rhoades objected that Mr. Prosser was not an appellant nor a party of record for the closed record hearing. Acting City Attorney Brad Furlong said the closed record hearing was not limited only to appellants and the applicant but also to parties of record at the Planning Commission who were allowed to speak on matters within the record. Mr. Furlong added that if Mr. Prosser had introduced new evidence that was not in the record, it should be disregarded.

Mayor Gere swore Sara Holahan, party of record, to tell the truth in her testimony.

Sara Holahan, 1511 38th Street, said the City needed to be careful what it was using for property lot definitions. She said the applicant was manipulating the definition of a property lot, that a lot needed to have a front, back and side yards, setbacks, and 30 feet of street frontage. She said the houses would not have the required street frontage or front yard setbacks as drawn. She said the plan should be denied until it met the definitions of a property lot per the Anacortes Municipal Code.

Mayor Gere swore Bud Anderson, party of record, to tell the truth in his testimony.

Bud Anderson, 11067 Post Drive, reviewed his testimony before the Planning Commission, addressing the issue of safety due to the location of the power pole at the corner of Whistle Lake and Haddon Roads extremely close to the travel lane.

No other parties of record wished to address Council. Mayor Gere invited the applicant to address Council for approximately 30 minutes.

Applicant Brian Allen, 14592 Snee-Oosh Road, La Conner, said Council's job was to foster development within precedent, the Anacortes Municipal Code and the Growth Management Act. Mr. Allen reviewed a series of slides, which were added to the record (Exhibit 76), addressing objections raised by appellants including the configuration of flag lots, configuration of lot/road connections, minimum setbacks, possible lot configurations, required street frontage, professional reports by geotechnical and engineering experts, slope stability and the distinction between the subject project slope and other slope situations cited by appellants, ability of the site to handle stormwater, planned protection of the slope including tree preservation, other potential lot configurations for the subject project depending on conditions that might be imposed or adopted by Council, and the four proposed code modifications in the PUD application. Mr. Allen closed by preferring the 13-lot PUD as submitted but accepting the Planning Commission's recommended conditions of approval which essentially created an 11-lot PUD if necessary. He said if Council did not accept the limited code modifications requested, AFI would go to a different lot configuration under the same PUD application. Mr. Allen underscored that AFI had worked with staff to develop the PUD proposal. He listed the neighborhood improvements already offered, including improving water pressure along the entire road, the pedestrian path, and the stormwater system. He reiterated that AFI asked Council to follow code and precedent.

John Ravnik, PO Box 361, Burlington, civil engineer for the applicant, said he had been tasked with asking consultant MTC to consolidate its investigations and findings. He distributed a copy of MTC's August 22, 2016 memorandum to Tom Allen summarizing MTC's findings, which was added to the packet materials for the evening. Mr. Ravnik spoke to the memorandum and shared the MTC conclusion that the design infiltration from the proposed development would not create a negative effect on the adjacent critical area slope.

Steven Nicol, 904 South 3rd Street, Mount Vernon, representing the applicant, addressed several of the appellants' rebuttal arguments. Mr. Nicol argued against Mr. Sjoström's position on the city's PUD ordinance, reiterated the applicant's position on *Maranatha*, and disagreed that Mr. Lauridsen's cites applied to the proposed project. Mr. Nicol responded to questions from Ms. Lovelett and Mr. Archibald regarding density calculations, applicability of R2 standards and equivalency for the proposed flag lot configuration. Applicant Brian Allen returned to the microphone to address questions about traffic and equivalency. He reiterated that if Council abided by Title 17 the applicant did not need any of the four requested code modifications.

At 8:04 p.m. Mayor Gere called a ten minute recess. At approximately 8:13 p.m. the mayor called the meeting back to order.

Mr. Allen responded to councilmember questions about the slope and geotechnical investigations and the proposed flag lot configuration.

At 8:20 p.m., councilmembers having no further questions for the applicant or the appellants, Mayor Gere closed the closed record public hearing to decide on the appeals and Planning Commission recommendation for the Haddon Road short plat and PUD, project PUD-2016-1001.

Mr. Furlong advised that the next step was for Council to discuss the evidence and reach a decision on both the appeals and the Planning Commission recommendation. He said it would make the most sense for Council to decide whether it wanted to deny the permit outright, accept the Planning Commission recommendation, or approve the project with modified conditions. That would decide both the project and the appeals because all the appeals request the same relief (complete rejection of the project). Staff would then draft Findings of Fact and Conclusions of Law consistent with Council direction. Mr. Furlong reminded Council that its decision must be based on the ordinances that applied and that a basis should be stated for any conditions imposed.

Ms. Pickett provided background on the purpose and historical use of the city's PUD ordinance. She said the record included no evidence that the proposed PUD would harm neighboring property values but did indicate that the neighborhood would achieve increased water pressure and a pedestrian path at no cost to existing residents. She supported the proposed PUD.

Mr. Walters proposed discussing issues raised by the appellants one at a time. Council then deliberated regarding whether R2 density was allowed in the R1 zone under a PUD. Councilmembers generally agreed that was the appropriate reading of the code. Ms. Lovelett disagreed.

Council then deliberated on the code modification process. Councilmembers generally agreed that the PUD code applied rather than AMC 16.24 in this case. Ms. Lovelett had reservations on this issue.

Council then deliberated on open space requirements. Councilmembers generally agreed that the Planning Commission recommended conditions of approval achieved more than the required open space. Ms. Lovelett cited AMC 16.40.102, saying that land unsuitable for building doesn't count as open space.

Council then deliberated on geotechnical and stormwater management concerns raised by appellants. Mr. Walters argued for deferring to the professional opinions in this regard. Several of his colleagues agreed. Staff responded to councilmember questions about drainage plan requirements prior to construction and the hazardous area covenant to be recorded on the face of the plat.

Council then began deliberating regarding required street frontage and whether the appropriate requirement was 30 feet per AMC 16.30.040 or 20 feet per Title 17. Council also discussed whether the shared driveway width proposed was appropriate. Ms. Lovelett displayed a sketch, which was added to the record (Exhibit 75), showing an alternative lot layout that would not require flat lots.

Given the late hour, at 9:30 p.m. Mayor Gere recommended continuing the meeting to Monday, August 29, 2016.

Mr. Walters moved, seconded by Ms. Lovelett, to exclude Mr. Prosser's comments from consideration to the extent they were not already in the record. Vote: Ayes – Walters, Pickett, Adams, Lovelett, Archibald and Johnson. Motion carried.

Mr. Furlong reminded councilmembers that they were in a quasi-judicial posture and recommended that they not engage in any conversation or consider any more written comments outside the record until they reconvened to consider the matter on August 29, 2016.

Mayor Gere continued Council deliberation on appeals and Planning Commission's Recommendation on the Haddon Road 13 Lot Plat & PUD, PUD-2016-1001 to 6:00 p.m. on August 29, 2016 in the City Council chambers.

There being no further business, at approximately 9:33 p.m. the Anacortes City Council meeting of August 22, 2016 was adjourned.

City Council Minutes – August 29, 2016

Mayor Laurie Gere called to order the advertised special meeting of the Anacortes City Council of August 29, 2016 at 6:00 p.m. Councilmembers Eric Johnson, Ryan Walters, Erica Pickett, Brad Adams, Liz Lovelett, John Archibald and Matt Miller were present. The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Fire Chief Richard Curtis and Parks and Recreation Director Gary Robinson provided a report on the fire at Little Cranberry Lake that began August 25, 2016. Chief Curtis thanked the community for its overwhelming support of the firefighting efforts, the DNR for its exceptional service and a long list of partners and staff. Chief Curtis shared a slide presentation that was added to the Council packet for the evening. He reported that the fire was 95% contained and its cause was still under investigation. Mr. Robinson shared photos of the forest. He thanked the firefighters from DNR on behalf of the entire community. Mr. Robinson outlined some of the upcoming decisions regarding site closures, ongoing site monitoring, rehabilitation of the burn area and protection of adjacent homes. Mr. Walters said it should be illegal to smoke or light fires in the Anacortes Community Forest Lands, not just against ACFL policy. He circulated a draft ordinance to that effect which he asked the Parks and Recreation Committee to review and return with a recommendation.

OTHER BUSINESS

Decide on Appeals and Planning Commission's Recommendation on the Haddon Road 13 Lot Plat & PUD, PUD-2016-1001

Mayor Gere called to order the continued meeting on the appeals of the Planning Commission's recommendation of approval of the plat and Planned Unit Development on Haddon Road, project PUD-2016-1001. She stated that this was a quasi-judicial hearing before the Council which was acting as the appellant body reviewing the recommendation of the Planning Commission. Mayor Gere reminded that the closed record public hearing on this matter had been closed during the August 22, 2016 City Council meeting and Council began deliberation at that time. She said Council deliberation would continue at the present meeting and no further testimony would be taken.

Mayor Gere asked councilmembers to disclose any ex parte communication on this matter that may have occurred since the August 22, 2016 meeting. Mr. Miller reported that he had been out of the country so had not attended the August 22, 2016 meeting but had watched the entire recording of the proceedings and reviewed the record regarding all of the appeals. He added that he still lives within one quarter mile of the project site. No councilmembers disclosed any ex parte communication since the August 22, 2016 meeting. Mayor Gere asked if anyone objected to Mr. Miller's participation as part of the appellant body on the matter.

Craig Sjostrom, 1204 Cleveland Avenue, Mount Vernon, attorney representing appellants Patrick and Carol O'Hearn, said that based on the complexity of the issue and the fact that Mr. Miller was not present at the August 22, 2016 session, he asked that Mr. Miller recuse himself. Steven Nicol, attorney representing the applicant, took the opposite position. He argued that the comprehensive record of the August 22, 2016 proceedings and all prior session allowed all councilmembers to be adequately informed. He observed that no conflict of interest was alleged by the appellants. Mr. Miller requested an opinion from City Attorney Darcy Swetnam. Ms. Swetnam recommended that given the objection raised by the appellants, Mr. Miller recuse himself. Mr. Miller recused himself from the matter and left the Council chambers for the duration of the meeting.

Planning Director Don Measamer summarized the proceedings of August 22, 2016. He listed the topics addressed by Council in its deliberation based on the appeals submitted; those included density, modification process, open space, geological hazards, storm water, and lot frontage. Mayor Gere asked councilmembers to identify issues that had not yet been addressed. Mr. Walters said the remaining issue was resolving the conflict between AMC 16.20.040 and AMC 17.36.110 to determine if 30 feet or 20 feet

of street frontage was required. Mr. Johnson, Ms. Pickett, Mr. Adams, and Mr. Archibald identified no other issues still to be addressed. Ms. Lovelett said she still had concerns regarding potential buffers to achieve equivalency and about geotechnical hazards.

Council engaged in extended consideration of the lot frontage requirements in the code and how those related to public safety access, impermeable surfaces, flag lot configuration, neighborhood character and the level of specificity required for equivalency offered in exchange for code modifications under the PUD ordinance. Ms. Swetnam asked Council to clarify the ambiguity in the code between the 30 feet of frontage identified in the subdivision title and the 20 feet of frontage identified in the R2 chapter of Title 17. She reiterated the previously stated arguments that the most restrictive requirement of 30 feet should apply and the counter argument that the PUD chapter calls for R2 standards to apply. Ms. Swetnam urged Council to establish which provision controlled in order to clarify the conflict for the current and for future projects.

Mr. Walters moved, seconded by Mr. Archibald, to find that 30 feet of frontage is required on a public or private road per AMC 16.20.040 as the default rule. Vote: Ayes – Walters, Lovelett and Archibald. Nays – Pickett, Adams and Johnson. In accordance with RCW 35A.12.100, Mayor Gere broke the tie vote, voting aye. Motion carried, 4 to 3.

Mr. Walters moved, seconded by Ms. Lovelett, that the code requires, based on the definition of “flag lot” in Title 17 and a reasonable interpretation of “frontage”, that frontage is only achieved for a flag lot by the full required width the full distance of the flag. Mr. Measamer suggested adding, “... consistent with AMC 17.06.490(E).” Vote: Ayes – Adams, Lovelett, Archibald, Johnson and Walters. Nays – Pickett. Motion carried, 5 to 1.

Council then considered in some detail whether the application as proposed with the conditions of approval recommended by the Planning Commission provided equivalency for the applicant's requested code modification from the required street frontage.

Ms. Lovelett moved, seconded by Mr. Walters, moved to condition the project to maintain a 20 foot buffer on Haddon Road and the north and west edges of the property. Councilmembers discussed the nature of such a buffer and how the proposed condition would interact with other proposed conditions of approval regarding planting strips, trees, and fencing. Ms. Lovelett amended her motion to also remove the Planning Commission recommended Condition of Approval 25 requiring a seven foot tall fence on the north and west sides of the property. Vote: Ayes – Lovelett. Nays – Adams, Archibald, Johnson, Walters and Pickett. Motion failed, 5 to 1.

Council continued considered of whether the application as proposed with the conditions of approval recommended by the Planning Commission provided equivalency for the applicant's requested code modification from the required street frontage.

Mr. Walters moved to remove the fence requirement along the northern side, add a 20 foot buffer to be reviewed by an arborist, and modify the Planning Commission's recommended condition regarding Lot 13 to require open space below the split rail fence only. Motion died for lack of a second.

At approximately 8:00 p.m. Mayor Gere called a seven minute break. At 8:07 p.m. the mayor called the meeting back to order.

Council continued considered of whether the application as proposed with the conditions of approval recommended by the Planning Commission provided equivalency for the applicant's requested code modification from the required street frontage. Mr. Johnson, Ms. Pickett and Mr. Adams all voiced support for the Planning Commission recommendation. Mr. Walters, Ms. Lovelett and Mr. Archibald all argued that additional conditions were necessary. Discussion continued to that end.

Mr. Walters moved, seconded by Mr. Archibald, to add a condition requiring that a 20 foot native vegetated buffer shall be provided along the west and north property line, evaluated by a certified

arborist to determine health, condition and viability of trees; to restore the development right to Lot 13 such that open space would be designated east but not west of the split rail fence; and eliminate the fence requirement on the north and west sides of the project. Councilmembers discussed access to the designated open space. Mr. Measamer suggested that the 20-foot water line easement could be noted as a water line and public access easement. Mr. Walters moved to amend his motion to remove the 20 foot buffer along the west property line. Motion died for lack of a second. **Vote: Ayes – Lovelett, Archibald, Johnson, Walters and Pickett. Nays – Adams. Motion carried, 5 to 1.**

Ms. Lovelett inquired of staff how to achieve better safety around the power pole at the corner of Haddon and Whistle Lake roads. City Engineering Technician Steve Lange said he would work with PSE, Skagit County and the neighborhood to have the pole moved, noting that it was located in Skagit County.

Mr. Johnson moved, seconded by Mr. Archibald, to direct staff to prepare Findings of Fact and Conclusions of Law to approve the Haddon Road preliminary plat, PUD and proposed code modifications subject to conditions of approval as noted in the Planning Commission recommendation, including the correction to Condition 26 to read “All lots must be to the R2 standard including and clarifying that no lot may be under 7,500 square feet” as noted in the staff report, and further subject to the conditions imposed by City Council at the present meeting. Vote: Ayes – Archibald, Johnson, Walters, Pickett and Adams. Nays – Lovelett. Motion carried, 5 to 1.

There being no further business, at approximately 8:42 p.m. the Anacortes City Council meeting of August 29, 2016 was adjourned.

City Council Minutes – September 6, 2016

Mayor Laurie Gere called to order the regular Anacortes City Council meeting of September 6, 2016 at 6:00 p.m. Councilmembers Eric Johnson, Ryan Walters, Erica Pickett, Brad Adams, Liz Lovelett, John Archibald and Matt Miller were present. The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mr. Walters reported that the Public Works committee scheduled for that afternoon had been cancelled. He shared a staff update on the D Avenue paving schedule. Mr. Walters suggested that staff provide briefings at Council meetings rather than in committee, a practice he had observed in other municipalities.

Ms. Lovelett reminded everyone that students would return to school the following day and that the 20 MPH speed limit in school zones would be in effect.

Mr. Archibald announced that the city's first public parklet had been installed the prior week, on Commercial Avenue between 5th and 6th Streets. He emphasized that the parklet, purchased with Lodging Tax funds, was a public open space that belonged to the entire community and said it would be relocated from time to time within the business district.

Ms. Pickett and Mr. Johnson reported from the Port/City Liaison meeting earlier in the day. Ms. Pickett said the Port was having a very good year for shipping coke and prilled sulfur and a good year at the marina where temporary rental of permanent berths had expanded the amount of transient moorage available. Mr. Johnson added that the Port/City Economic Development Strategic Planning Partnership was under way. Mayor Gere confirmed that the City and the Port would be working with EDASC in support of Anacortes marine trades. Mr. Johnson reported that the tree removal project at the airport began on August 29 and was proceeding very carefully.

Proclamation of Kiwanis Children's Cancer Cure Month: Mayor Gere read a statement proclaiming September 2016 to be Kiwanis Children's Cancer Cure Month in the City of Anacortes and encouraged citizens to celebrate the many contributions made by the members of Kiwanis Clubs of the Pacific Northwest. Mayor Gere presented a signed copy of the proclamation to Kiwanis representative Paul Godfrey, who updated Council on the Kiwanis Children's Cancer Cure program which funds fellowships to train pediatric specialists in children's cancer research.

Public Comment

No one present wished to address Council on any topic not already on the agenda.

Consent Agenda

Mr. Walters removed Item 5b, Amendment 5 to Interlocal Cooperative Agreement C20140640 with Skagit County for Emergency Medical Services, from the Consent Agenda. Mr. Johnson removed Item 5a, Approval of Claims in the amount of \$995,484.44, from the Consent Agenda.

Mr. Johnson moved, seconded by Mr. Miller, to approve the following Consent Agenda items. The motion passed unanimously by voice vote.

- c. Accept as Complete: Emergency Sanitary Sewer Reconstruction Henslers Block 2 & 3
- d. Resolution 1969: Authorizing Execution of Tourism Promotion Fund Contracts

The following vouchers/checks were approved for payment:

Voucher (check) numbers: 81791 through 81915, total \$950,139.19

EFT numbers: 207060 through 207758, total \$7,833.71

- a. Approval of Claims in the amount of: \$995,484.44

Mr. Johnson observed that the voucher list included approximately \$2,500 in purchases from Amazon.com. He acknowledged that researching purchases from local vendors was more time consuming than ordering on line but said the Finance Committee was working on a purchasing policy. Mr. Adams inquired about the \$11,454 purchase of a parklet. Planning Director Don Measamer reported the staff research of options that preceded the purchase and said the model chosen was the most cost effective, durable and portable. Councilmembers discussed with staff how future locations for the parklet might be determined. Mr. Adams inquired about the \$60 fee for a cat taken to the Humane Society of Skagit County. Police Chief Bonnie Bowers explained that the cat had been abandoned at a derelict residence, was not in a condition to be adopted, and so was taken to the Humane Society for treatment. Ms. Lovelett moved, seconded by Mr. Johnson, to approve Consent Agenda Item 5a. The motion passed unanimously by voice vote.

- b. Amendment 5 to Interlocal Cooperative Agreement C20140640 with Skagit County for Emergency Medical Services

Mr. Walters disclosed that as a fixed salary employee of Skagit County, one of the contracting parties, under RCW 42.23.040 he had a remote interest in the agreement and for the city to enter into the agreement his vote could not be counted. Mr. Johnson moved, seconded by Mr. Archibald, to approve Consent Agenda item 5b. The motion passed by voice vote with Mr. Walters abstaining.

OTHER BUSINESS

Contract Award: Storvik Park Spray Pad and Restroom

Parks & Recreation Director Gary Robinson requested Council approval of a contract to construct the Storvik Park Spray Pad and Restroom Project. Mr. Robinson and Recreation Coordinator Nicole Johnston provided an update on the project. Their slide presentation was added to the packet materials for the evening. Mr. Robinson addressed the timeline for the project, the results of water recovery investigations, and projected operating costs. He advised that the north parking lot would be resurfaced as a separate project following completion of the spray pad and restroom construction. Ms. Johnston described the design elements of the project. She summarized the budget and funding sources for the \$689,453 project including grants, private donations, impact fees, real estate excise tax, and Parks Capital Fund cash reserves. Mr. Robinson assured councilmembers that the new restroom would be installed first and would be open to the public as early as construction of the surrounding spray pad would permit. Mr. Walters encouraged use of social media to keep the public informed about progress on the project. Mr. Robinson concurred.

Mr. Johnson moved, seconded by Ms. Pickett, to authorize a contract award in the amount of \$391,013.04 to Roosendaal-Honcoop Construction, Inc. to construct the Storvik Park Spray Pad and Restroom Project. Vote: Ayes – Walters, Pickett, Adams, Lovelett, Archibald, Miller and Johnson. Motion carried.

Executive Session (20 Minutes) per RCW 42.30.110 (i)

At approximately 6:45 p.m. Mayor Gere announced that Council and the City Attorney would convene in Executive Session for no more than 20 minutes to discuss potential litigation and that following the executive session the meeting would adjourn with no action being taken.

There being no further business, at approximately 7:07 p.m. the Anacortes City Council meeting of September 6, 2016 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 September 12, 2016 City Council meeting:

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

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
200676	8/31/2016	1033068	01922	NORTHEND TRUCK EQUIPMENT INC	CONTRACTOR STYLE 10/12 YD DUMP BODY,	\$50,503.51
206370	7/18/2016	6276	06498	COASTAL WEAR PRODUCTS	PART FOR VEH #303	\$444.85
206426	7/21/2016	PE44586	04110	NORTHWEST FORKLIFT	PART FOR VEH #413	\$170.17
206453	8/25/2016	13124881	06247	MOTOROLA SOLUTIONS INC	RADIO EQUIPMENT FOR #207A ON STATE	\$3,955.93
206952	7/16/2016	4461124	09059	TWO RIVERS TERMINAL, LLC	CALCIUM NITRATE - PS13	\$10,981.12
207035	8/15/2016	August	07723	SKAGIT LAW GROUP PLLC	PROSECUTING ATTORNEY SERVICES AUGUST	\$6,000.00
207079	8/3/2016	319737	02896	VISA	BATTERY PACK FOR H2S METERS	\$40.00
207297	7/28/2016	007H4151	01196	HARRINGTON INDUSTRIAL	PVC WELDER & WELDING TOOLS	\$1,722.57
207298	8/4/2016	10048317	01165	HACH COMPANY	WTP LAB BENCHTOP TURBIDIMETER	\$2,635.97
207299	8/3/2016	91885430	01061	CHEMTRADE SOLUTIONS LLC	ALUM	\$6,039.75
207301	8/4/2016	696920	01421	JCI JONES CHEMICALS INC	CHLORINE	\$6,347.25
207302	8/5/2016	697108	01421	JCI JONES CHEMICALS INC	SODIUM HYDROXIDE	\$2,969.44
207305	7/27/2016	10035672	01165	HACH COMPANY	WTP LAB DPD FREE CHLORINE REAGENT	\$1,337.41
207326	7/29/2016	007H4198	01196	HARRINGTON INDUSTRIAL	PVC FITTINGS AND CONNECTORS FOR ASAHI VALVES	\$2,215.16
207327	8/12/2016	11965	10281	NW CONTAINER SERVICES	20' STEEL STORAGE CONTAINERS	\$4,660.08
207330	8/5/2016	16-16907	00850	EDGE ANALYTICAL INC	WATER TESTING - COMPLETE IOC, VOLATILE ORGANICS, TOC, FLUORIDE	\$2,120.00
207334	8/1/2016	71568	08233	NATIONAL ENVIRONMENTAL	HAZWOPER ONLINE TRAINING	\$1,415.00
207335	8/12/2016	300000005235	02192	PUGET SOUND ENERGY	RESERVOIR & PUMP STATION ELECTRICITY	\$4,012.55
207349	8/8/2016	102-7482835-5078621	08811	AMAZON.COM	LYSOL DISINFECTING WIPES VALUE PACK	\$9.19
207351	8/8/2016	102-2444282-6456252	08811	AMAZON.COM	LYSOL TOILET BOWL CLEANER	\$9.19
207352	8/18/2016	109-2409259-1285040	08811	AMAZON.COM	PAPER TOWELS (3 CASES)	\$82.32
207353	8/8/2016	106-2966742-0052235	08811	AMAZON.COM	HEFTY TRASH BAGS	\$13.78
207355	8/18/2016	103-7326840-6277026	08811	AMAZON.COM	AAA BATTERIES	\$9.96
207356	8/8/2016	113-3699266-8935451	08811	AMAZON.COM	C BATTERIES	\$11.05
207358	8/8/2016	102-1247786-0857046	08811	AMAZON.COM	AA BATTERIES	\$9.58
207359	8/18/2016	102-7128330-7381860	08811	AMAZON.COM	NITRIL GLOVES XXL	\$94.99

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
207361	8/18/2016	105-6219380-090617	08811	AMAZON.COM	COMPACT POWER BACKUP CHARGER	\$15.18
207362	8/16/2016	105-9638502-8749053	08811	AMAZON.COM	DIGITAL MEDIA CASE	\$12.59
207363	8/18/2016	109-0241433-6730617	08811	AMAZON.COM	CREAMER	\$13.12
207364	8/1/2016	109-1906696-3909068	08811	AMAZON.COM	FLASH DRIVES 8GB 10 PACK	\$28.70
207366	8/1/2016	109-7440192-7307435	08811	AMAZON.COM	FLASH DRIVE HOLDER	\$4.98
207367	8/8/2016	105-8773365-6798614	08811	AMAZON.COM	MEMO PADS, SHARPIES, HIGHLIGHTERS, PENS,	\$66.47
207382	8/26/2016	618467067	04308	COSTCO	15 PK. 60" ROUND TABLES FOR DEPOT	\$2,061.49
207383	8/19/2016	0161315-IN	06422	NURNBERG SCIENTIFIC GROUP	BOD NUTRIENT BUFFER PILLOWS	\$219.04
207384	8/16/2016	0680244-001	00306	BAYSHORE OFFICE PRODUCTS	OFFICE SUPPLIES - CARNEGIE	\$16.16
207400	8/15/2016	00052438	04217	BACKFLOW PREVENTION SUPPLY INC	BACKFLOW DEVICE PARTS: CK MOD 850,	\$204.38
207412	8/19/2016	0680391-001	00306	BAYSHORE OFFICE PRODUCTS	OFFICE SUPPLY FOR FLEET DEPT	\$16.26
207425	8/22/2016	order	08850	BELLINGHAM TECHNICAL COLLEGE	FLAGGER TRAINING FOR JOE FERRIS, WATER	\$99.00
207426	8/18/2016	124087	09833	SCREENTECH IMAGING	DUMPSTER DECALS: "DO NOT BLOCK"	\$32.94
207450	8/18/2016	64110963	02896	VISA	OFFICE SUPPLIES - CARNEGIE	\$38.45
207487	8/23/2016	19954465	02896	VISA	STOOLS FOR PARKLETTE	\$310.02
207513	8/18/2016	518114	02896	VISA	FREIGHT FOR COUPLING SHIPMENT	\$212.98
207527	8/19/2016	00276176295749043	08811	AMAZON.COM	LAB JACK 8"	\$82.95
207528	8/19/2016	002-7333599-7085006	08811	AMAZON.COM	SEOH LAB JACK 4"	\$34.61
207530	8/13/2016	111-8060745-3678625	08811	AMAZON.COM	PAPER TOWELS	\$27.43
207537	8/22/2016	0680446-001	00306	BAYSHORE OFFICE PRODUCTS	POST IT NOTES	\$5.63
207543	8/25/2016	css padovan	02043	PADOVAN, MARIE	RALLY FOR DOGS CLASS - 6/29-8/10/2016	\$441.00
207544	8/11/2016	98126976	05090	BSN SPORTS	ORANGE SOCCER NETS	\$349.45
207545	8/18/2016	css Schlarmann	09919	SCHLARMANN, KELLI	PIYO CLASS - 7/11-8/18/2016	\$304.50
207546	8/23/2016	7591	08981	PACIFIC NORTHWEST FIREWOOD	FIREWOOD - RESALE ITEM	\$1,085.00
207547	8/24/2016	160662	04831	T-SHIRTS BY DESIGN	BUSKERFEST T SHIRTS	\$32.55
207548	8/16/2016	160637	04831	T-SHIRTS BY DESIGN	PIANOCORTES T SHIRTS	\$65.10
207553	8/26/2016	cs- jacob	09135	SOUTH, JACOB	CONTRACTED STAFF FOR WORKING AT KRBF & PW SPORTS	\$94.70
207558	8/26/2016	BBB012155-BB02	02178	PROSTOCK ATHLETIC SUPPLY	SOCCER BALLS	\$1,416.36
207582	8/24/2016	A1144176	02405	SEBO'S DO-IT CENTER	FASTENERS - STORVIK SOCCER GOALS	\$28.64

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
207583	8/29/2016	cs- Padovan	02043	PADOVAN, MARIE	RALLY FOR DOGS CLASS INSTRUCTOR PAYMENT	\$441.00
207584	8/29/2016	A1144242	02405	SEBO'S DO-IT CENTER	FASTENERS - SOCCER GOALS	\$4.86
207585	8/25/2016	A1144687	02405	SEBO'S DO-IT CENTER	SOCCER GOALS - ISLAND VIEW	\$35.17
207586	8/25/2016	A1144810	02405	SEBO'S DO-IT CENTER	FASTENERS - SIGN POST	\$4.55
207587	8/26/2016	A1145053	02405	SEBO'S DO-IT CENTER	LIGHT, BATTERY - OUTDOOR MOVIE	\$36.82
207588	8/25/2016	B342883	02405	SEBO'S DO-IT CENTER	SUPPLIES TO BUILD SOCCER GOALS	\$64.23
207592	8/25/2016	38986	07863	HERRERA ENVIRONMENTAL	HEART LAKE WATER QUALITY STUDY	\$829.86
207594	7/14/2016	5092	01269	HOW IT WORKS INC	FALL 2016 A-TOWN PUBLICATION	\$13,898.85
207597	8/29/2016	114-4359102	04834	UNITED SITE SERVICES	PORTABLE TOILET RENTAL - STORVIK	\$169.35
207603	8/30/2016	544881476	02896	VISA	PUB DEF CLE CRIM CONV AND CANADA	\$50.00
207604	8/25/2016	1144430	00999	FOSTER PEPPER PLLC	WTP EXPERT CONSULTANT MATTTER NO. 96	\$23,443.07
207605	8/26/2016	10847	07114	FURLONG, BRADFORD	LEGAL SERVICES RENDERED AUGUST 2016	\$2,095.47
207610	8/18/2016	115-7604560-7029019	08811	AMAZON.COM	6 RECIPROCATING SAW BLADES	\$54.18
207613	8/22/2016	788688013230	10146	BEST BUY	2 MICROSOFT SURFACE STYLUS	\$65.08
207619	8/19/2016	0039772-IN	02753	TMG SERVICES	SAMPLE PUMP WET END	\$1,029.01
207621	8/16/2016	0195694-IN	02260	REISNER DISTRIBUTOR INC	BAS TRAIN MIXER OIL	\$1,105.31
207635	8/2/2016	WAANA85319	00939	FASTENAL CO	CORD REEL	\$312.32
207637	8/12/2016	697707	01421	JCI JONES CHEMICALS INC	SODIUM HYDROXIDE	\$3,087.24
207647	8/26/2016	0521983	00932	FERGUSON ENTERPRISES, INC	5/8 & 3/4 WATER METERS	\$1,793.83
207653	8/24/2016	91898862	01061	CHEMTRADE SOLUTIONS LLC	ALUM	\$6,156.05
207654	8/25/2016	698742	01421	JCI JONES CHEMICALS INC	SODIUM HYDROXIDE	\$3,062.76
207663	8/4/2016	144314-5	00355	BIRCH EQUIPMENT CO INC	BOOM LIFT RENTAL FOR PRESSURE WASHING RESERVOIRS	\$1,535.28
207726	8/30/2016	A1146522	02405	SEBO'S DO-IT CENTER	WASP SPRAY	\$4.78
207728	8/26/2016	897679	00021	ACE HARDWARE	DISINFECTANT - DEPOT	\$19.50
207731	8/29/2016	0680730-001	00306	BAYSHORE OFFICE PRODUCTS	SUPPLIES FOR MESSY ME	\$31.41
207734	8/15/2016	1140924	02405	SEBO'S DO-IT CENTER	CORDMATE KIT CONF RM	\$14.64
207735	8/10/2016	0550107235	01941	HONEY BUCKET	TOILET RENTAL & SERVICE @ MT. ERIE PARK	\$107.50
207736	8/17/2016	5039464MB	01530	LAKE SIDE INDUSTRIES	ROCK, TRAIL 207	\$78.17
207737	8/30/2016	BBB012155-BB02	02178	PROSTOCK ATHLETIC SUPPLY	SOCCER BALLS	\$1,416.36
207738	8/24/2016	BBB012174-BB01	02178	PROSTOCK ATHLETIC SUPPLY	SOCCER DISCS	\$162.75
207739	8/18/2016	114-4354888	04834	UNITED SITE SERVICES	PORTABLE TOILET RENTAL AND SERVICE -	\$493.00
207749	8/18/2016	114-4354942	04834	UNITED SITE SERVICES	PORTABLE TOILETS & SERVICE @ WA PARK, 3	\$682.67
207750	8/30/2016	0000280091	04370	OLYMPIC FOUNDRY INC	MANHOLE RISERS	\$4,726.00
207752	8/30/2016	243123	01023	FRONTIER BUILDING SUPPLY	PLYWOOD, LUMBER - MINI LIBRARY	\$69.97
207759	8/17/2016	1151342033	03318	DELL MARKETING LP	PC FOR MAIN CONFERENCE ROOM AT CITY HALL	\$1,111.41
207773	7/28/2016	372056010880	00021	ACE HARDWARE	Straps holding monitors up at TimH's Desk	\$9.75

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
207774	8/19/2016	104-2310700-0237026	08811	AMAZON.COM	8m fiber cables for testing purposes - IT	\$81.36
207775	8/23/2016	794662	07456	CABLEORGANIZER.COM, INC - USA	Media plugin for conference table	\$401.10
207776	8/10/2016	1202034888	08590	NEWEGG BUSINESS INC	2 SFP+ Transceivers	\$389.32
207777	8/14/2016	1202046763	08590	NEWEGG BUSINESS INC	13 SFP+ Transceivers	\$2,910.83
207778	7/27/2016	104-6276170-3685021	08811	AMAZON.COM	Keyboard wrist rest -Keri - Finance	\$13.99
207779	7/28/2016	104-8872352-5652220	08811	AMAZON.COM	EZ Reacher 32" - Wa Park	\$104.19
207780	8/11/2016	104-3966438-8713809	08811	AMAZON.COM	Wireless keybrd, webcam & cable - Main conf room	\$200.15
207781	8/11/2016	104-2317559-8442637	08811	AMAZON.COM	Wireless Mouse - Main Conf Room	\$24.89
207782	8/18/2016	104-6254486-8538631	08811	AMAZON.COM	3 Ubiquiti Access points - The Depot	\$449.04
207783	8/11/2016	CS-N-33191	09158	VARIDESK	Varidesk Pro Plus 36	\$395.00
207784	8/13/2016	012362	09946	CASH & CARRY	Tea for 3rd Floor Breakroom	\$4.98
207785	7/28/2016	0798 060 6974	10146	BEST BUY	Vizio SB3851 Smartcast Soundbar	\$292.94
207789	8/30/2016	08/30/16	02405	SEBO'S DO-IT CENTER	PARTS FOR VEH #514	\$57.30
207790	8/26/2016	0188-474997	03816	CONSOLIDATED ELECTRICAL DIST	PARTS FOR VEH #514	\$72.89
207792	8/25/2016	1632064	10287	LEVERAGE INFORMATION SYSTEMS	2920 2PORT 10GBE SFP+ MODULE FOR VOIP NETWORK SWITCHES	\$773.32
207793	8/18/2016	87813	05523	PACIFIC POWER BATTERIES	AA/AAA INDUSTRIAL BATTERIES	\$59.63
207794	8/24/2016	1504262	02519	SKAGIT PUBLISHING	AA1504262 PUBLISH ORDINANCE 2986	\$47.76
207795	8/24/2016	1505042	02519	SKAGIT PUBLISHING	AA1505042 PUBLISH CALL FOR BIDS TREATMENT PLANT CHEMICALS	\$43.78
207796	8/24/2016	1506138	02519	SKAGIT PUBLISHING	AA1506138 NOTICE OF PUBLIC HEARING ON PUD MORATORIUM	\$55.72
207797	8/24/2016	1506315	02519	SKAGIT PUBLISHING	AA1506315 NOTICE OF APPLICATION SLX-2016-1007	\$175.12
207798	8/24/2016	1506416	02519	SKAGIT PUBLISHING	AA1506416 NOTICE OF PUBLIC HEARING NPDES PERMIT	\$139.30
207799	8/29/2016	128370	02280	SCOTT RICHARDS INSURANCE	INLAND MARINE INS: ADD WTP STANLEY HYDRO POWER UNIT	\$17.54
207800	8/29/2016	0196246-IN	02260	REISNER DISTRIBUTOR INC	SHOP SUPPLIES; OIL & ANTI FREEZE	\$1,893.50
207801	8/29/2016	128371	02280	SCOTT RICHARDS INSURANCE	BUSINESS AUTO: ADD FIRE/EMS CHEVY SILVERADO ER204A	\$92.42
207803	8/31/2016	P05196-09	08870	SONSRAY MACHINERY LLC	PART FOR VEH #403	\$241.71
207804	8/31/2016	0680866-001	00306	BAYSHORE OFFICE PRODUCTS	HEADPHONES	\$32.76
207805	8/10/2016	5283	01269	HOW IT WORKS INC	COMP PLAN PRINTING	\$826.72
207806	8/26/2016	453-08/26/16	05350	SKAGIT COUNTY PUBLIC HEALTH	2ND QTR CITY SHARE OF REVENUES FROM	\$5,230.07

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
207807	9/1/2016	16-059-IDS-001	02454	ISLAND SASH & DOOR	RETAINAGE RELEASE	\$5,199.79
207809	8/25/2016	artwalk	02385	SCOTT MILO GALLERY/FRAMEMAKER	ARTWALK ADS - JUNE AT CITY HALL, AUG AT	\$130.90
207811	8/19/2016	241752	01023	FRONTIER BUILDING SUPPLY	MULTI USE ITEM	\$152.90
207812	9/19/2016	A1142400	02405	SEBO'S DO-IT CENTER	CITY HALL REFURBISH	\$196.68
207813	8/23/2016	B342752	02405	SEBO'S DO-IT CENTER	CITY HALL REFURBISH	\$22.14
207814	9/1/2016	PO 16-164	08358	H2O SOLUTIONS LLC	RETAINAGE RELEASE	\$180.00
207815	9/1/2016	A1144149	02405	SEBO'S DO-IT CENTER	CITY HALL REBURBISH	\$48.52
207816	8/25/2016	A1144876	02405	SEBO'S DO-IT CENTER	CITY HALL REFURBISH	\$53.62
207817	9/29/2016	A1146069	02405	SEBO'S DO-IT CENTER	CITY HALL REFURBISH	\$10.94
207818	8/22/2016	241845	01023	FRONTIER BUILDING SUPPLY	MATERIAL FOR USE IN CONFERENCE ROOM	\$46.23
207819	9/29/2016	A1146175	02405	SEBO'S DO-IT CENTER	CITY HALL REFURBISH	\$47.90
207820	9/1/2016	A1147253	02405	SEBO'S DO-IT CENTER	CITY HALL REFURBISH	\$12.24
207821	8/23/2016	242070	01023	FRONTIER BUILDING SUPPLY	CONFERENCE ROOM UPGRADE	\$3.39
207822	8/22/2016	0680435-001	00306	BAYSHORE OFFICE PRODUCTS	ITEM FOR USE @ CITY HALL	\$22.12
207823	8/11/2016	0679554-001	00306	BAYSHORE OFFICE PRODUCTS	CONFERENCE ROOM UPGRADES	\$2,107.63
207824	8/23/2016	0188-474599	03816	CONSOLIDATED ELECTRICAL DIST	ITEMS FOR USE @ CITY HALL	\$362.99
207825	9/1/2016	refund-rich	10291	RICH, NATALIE	REFUND OF CAMPING AT WP-ONLY STAYED 2	\$240.01
207826	8/24/2016	558687	10092	WALTER E NELSON CO	FACILITY SUPPLIES	\$147.17
207827	9/1/2016	cs- Lindsey	10290	SOUTH, LINDSEY	PAY FOR WORKING KRBf AND PW SPORTS CAMP	\$80.50
207828	8/24/2016	558673	10092	WALTER E NELSON CO	FACILITY SUPPLIES	\$227.42
207829	8/24/2016	0680612-001	00306	BAYSHORE OFFICE PRODUCTS	ITEMS FOR USE @ CITY HALL	\$48.25
207830	9/1/2016	897579/1	00021	ACE HARDWARE	ITEMS FOR USE @ CITY HALL	\$7.77
207831	9/1/2016	refund kaiser	10292	KAISER, RICHARD	REFUND OF CAMPING - ONLY STAYED 1 NIGHT	\$83.00
207832	8/30/2016	0680751-001	00306	BAYSHORE OFFICE PRODUCTS	ITEM FOR USE @ CITY HALL	\$233.54
207833	8/31/2016	0680846-001	00306	BAYSHORE OFFICE PRODUCTS	ITEMS FOR USE FOR CITY HALL REPAIR	\$17.77
207834	8/31/2016	85610000158139	02896	VISA	CITY HALL ITEMS	\$61.47
207835	9/1/2016	243439	01023	FRONTIER BUILDING SUPPLY	ITEMS FOR USE @ CITY HALL	\$700.55
207836	8/31/2016	CL51480	02260	REISNER DISTRIBUTOR INC	VEHICLE FUEL - AUGUST	\$17,563.90
207839	8/18/2016	1446	08956	WA STATE FIRE FIGHTERS JATC	2ND QTR DEPT PORTION LAMP'S JATC COURSES	\$73.75
207841	8/25/2016	21230	00841	ECONOWASH LAUNDRY & DRY	AUGUST LAUNDRY	\$721.53
207842	8/26/2016	0521984	00932	FERGUSON ENTERPRISES, INC	5/8 & 3/4 METERS FOR STOCK	\$597.94
207843	8/25/2016	94178485	10090	ARROW INTERNATIONAL	BOX OF EZ-IO 15MM NEEDLES	\$560.89
207844	8/26/2016	9967	09161	CLEANER GUYS LLC	AUGUST WEEKLY CLEANING (29-1)	\$488.00
207845	8/31/2016	1988762724	06718	ARAMARK	STA 3 MAT SERVICE: 8/31	\$21.70
207846	9/1/2016	1988764875	06718	ARAMARK	STA 2 MAT SERVICE: 9/1	\$16.28
207847	9/2/2016	20025622	02081	WSU URBAN IPM & PEST SFTY ED	RECERTIFICATION CLASSES - MILL	\$120.00

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
207848	9/1/2016	1988764876	06718	ARAMARK	STA 1 MAT SERVICE: 9/1	\$21.70
207849	9/2/2016	reimb.	07403	STRICKLAND, BRIAN	RAIN GEAR - REIMBURSEMENT	\$75.94
207850	8/24/2016	5349	01269	HOW IT WORKS INC	EXHIBIT SUPPLIES - MARITIME HERITAGE CENTER	\$86.80
207851	8/19/2016	1042656226-1175452	02896	VISA	OFFICE SUPPLIES - CARNEGIE	\$7.92
207853	8/25/2016	9412102283	09706	SHRED-IT USA	CONTAINER SHREDDING - CITY HALL	\$33.00
207856	8/3/2016	103-7976518-6602650	08811	AMAZON.COM	PELICAN MICRO CASE RED WITH CLEAR LID	\$75.48
207858	9/2/2016	refund jones	10293	JONES, SHARON	REFUND-CANCELLATION OF SITE B1 FOR 2	\$35.00
207859	9/1/2016	1147377	02405	SEBO'S DO-IT CENTER	FASTENERS - MDD FIEL	\$23.01
207860	7/24/2016	B339183	02405	SEBO'S DO-IT CENTER	PARTS FOR TOILET REPAIR	\$11.69
207861	8/30/2016	160661	04831	T-SHIRTS BY DESIGN	REC STAFF T-SHIRTS	\$173.60
207862	9/1/2016	530	02141	PORT OF ANACORTES	DOCK RENTAL	\$96.00
207864	9/1/2016	983	02141	PORT OF ANACORTES	DOCK RENTAL - QD-19	\$32.00
207865	9/1/2016	984	02141	PORT OF ANACORTES	DOCK RENTAL - QD24	\$32.00
207866	9/1/2016	985	02141	PORT OF ANACORTES	DOCK RENTAL - QD-21	\$32.00
207867	9/2/2016	986	02141	PORT OF ANACORTES	DOCK RENTAL - QD-22	\$32.00
207868	9/1/2016	987	02141	PORT OF ANACORTES	DOCK RENTAL	\$32.00
207869	9/1/2016	989	02141	PORT OF ANACORTES	DOCK RENTAL	\$32.00
207870	9/1/2016	8292	02141	PORT OF ANACORTES	MOORAGE - QUARTERLY - SPACE QD-01A	\$64.66
207872	9/1/2016	300000006951	02192	PUGET SOUND ENERGY	STREET LIGHTS	\$17,791.34
207873	7/25/2016	B339232	02405	SEBO'S DO-IT CENTER	TOILET REPAIR PART - 29-1	\$16.81
207874	8/12/2016	856903028001	01962	OFFICE DEPOT	MISC OFFICE SUPPLIES - ENGR, PLAN, BLDG	\$137.43
207877	8/30/2016	1120985	02681	SURETY PEST CONTROL	PEST CONTROL FOR FIDALGO CENTER	\$92.23
207878	9/2/2016	898092/1	00021	ACE HARDWARE	ITEMS FOR USE IN FACILITY DEPT	\$21.46
207883	8/11/2016	A1139495	02405	SEBO'S DO-IT CENTER	WILDLAND GLOVES - BYER	\$15.18
207884	8/25/2016	72332	10294	PACIFIC LAMP & SUPPLY COMPANY	LITHONIA FLUSHMOUNT LED SATURN LIGHT	\$2,386.89
207885	8/20/2016	A1142766	02405	SEBO'S DO-IT CENTER	MINERAL OIL (HYDRANTS)	\$8.22
207887	9/1/2016	086077376	03123	XEROX CORPORATION	XEROX Color Cube Printer Usage	\$280.11
207888	9/1/2016	200000667101	02192	PUGET SOUND ENERGY	ELECTRICITY - LIBRARY	\$3,725.33
207889	8/31/2016	200000667218	02192	PUGET SOUND ENERGY	ELECTRICITY - LIBRARY 10TH & M STREET LIGHT	\$83.19
207891	8/14/2016	B341829	02405	SEBO'S DO-IT CENTER	FASTENERS	\$1.73
207892	8/16/2016	300010482	06488	WESTERN FIRE CHIEFS ASSN	PUMPING & AERIAL APPARATUS MANUAL	\$79.81
207895	8/26/2016	9771083456	02879	VERIZON WIRELESS	WTP SCADA MODEMS 7/27-8/26	\$228.97
207896	9/3/2016	000099E018366	02817	UNITED PARCEL SERVICE	SHIPPING TO 911 SUPPLY	\$10.36
207897	9/1/2016	090116	00955	FIDALGO CLEANING	CLEANING & SUPPLIES; 9/1-9/15	\$576.00
207898	8/26/2016	B343096	02405	SEBO'S DO-IT CENTER	3 AMP CAR CHARGER	\$32.48
207899	9/1/2016	2420497	09791	ZOLL MEDICAL CORPORATION	MONITOR CABLES	\$243.04

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
207900	8/25/2016	21235	00841	ECONOWASH LAUNDRY & DRY	UNIFORM CLEANING; AUGUST	\$289.97
207901	9/6/2016	Pay Application 1	04323	WELCH BROTHERS CONSTRUCTION	M AVE SS I&I REDUCTION	\$48,039.31
207902	9/1/2016	1988764880	06718	ARAMARK	NYLON MATS CLEANED	\$16.28
207903	9/1/2016	B343655	02405	SEBO'S DO-IT CENTER	TUBING AND CONNECTORS	\$18.37
207904	8/25/2016	941210229	09706	SHRED-IT USA	OLD RECORDS DESTROYED	\$38.50
207905	9/1/2016	1279951	09961	CARDINAL HEALTH 411, INC.	PHARMACEUTICALS	\$632.76
207906	8/26/2016	5044164610	01299	RICOH USA, INC	COPIER/PRINTER USAGE; 5/1-7/31	\$74.48
207907	8/28/2016	360-299-0953-1017915	07909	FRONTIER	TELEPHONE SERVICE FOR WWTP	\$489.22
207908	9/5/2016	1988768938	06718	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$73.05
207909	9/2/2016	1250365	09961	CARDINAL HEALTH 411, INC.	PHARMACEUTICALS	\$1.76
207910	8/30/2016	IN1060096	07823	MUNICIPAL EMERGENCY SERVICES	PRO-BARS	\$833.28
207911	8/31/2016	386000156	08528	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 08/01/2016 - 08/31/2016	\$61.00
207912	9/6/2016	10108	10273	CONNOLLY, SKILLINGS	WWTP OUTFALL REPAIR DESIGN STUDY	\$2,562.33
207913	8/16/2016	000099E018346	02817	UNITED PARCEL SERVICE	SAMPLING FOR RAINIER, OVERNIGHT	\$200.48
207914	9/6/2016	001-346835	02109	PISTON SERVICE OF ANACORTES	HIGH POWER BELT	\$24.86
207915	9/6/2016	3316977	00717	DAILY JOURNAL OF COMMERCE	AD WWTP ADDITION & REMODEL	\$239.80
207916	8/29/2016	242952	01023	FRONTIER BUILDING SUPPLY	WEDGES FOR PUMP REPAIR	\$30.11
207917	8/31/2016	B343530	02405	SEBO'S DO-IT CENTER	EYE BOLTS	\$16.15
207918	8/31/2016	C274848	02405	SEBO'S DO-IT CENTER	BRUTE BREAKER RENTAL	\$71.36
207919	8/29/2016	WAANA85218	00939	FASTENAL CO	DRILLS AND EXTRACTOR SET	\$103.24
207920	9/6/2016	0679420-001	00306	BAYSHORE OFFICE PRODUCTS	MAT, CUT, 36 X 48, GRN	\$133.83
207922	9/1/2016	WAANA85306	00939	FASTENAL CO	NUTS	\$19.48
207925	9/6/2016	0177897	00950	FIDALGO BAY COFFEE COMPANY	COFFEE-ENG	\$93.00
207926	9/6/2016	05306325	01004	FOWLER COMPANY INC, H D	WHITE MARKING PAINT	\$483.91
207927	9/6/2016	70541	06119	GRANITE PRECASTING & CONCRETE	M AVE SS I&I REDUCTION	\$6,285.41
207928	8/31/2016	A1147091	02405	SEBO'S DO-IT CENTER	PARTS FOR WATER DEPT	\$4.48
207929	9/6/2016	70644	06119	GRANITE PRECASTING & CONCRETE	M AVE SS I&I REDUCTION	\$715.02
207930	9/6/2016	70794	06119	GRANITE PRECASTING & CONCRETE	M AVE SS I&I REDUCTION	\$98.74
207931	9/1/2016	A1147276	02405	SEBO'S DO-IT CENTER	PARTS FOR #610	\$18.09
207932	9/6/2016	228	09869	KULSHAN SERVICES LLC	EVALUATE NPDES II PROGRAM	\$4,316.20
207933	9/1/2016	B343585	02405	SEBO'S DO-IT CENTER	PART FOR VEH #611	\$28.66
207934	9/6/2016	860638-0	09557	KEENEY'S	KEENEY'S	\$27.09
207935	8/30/2016	94572099	01318	INGRAM LIBRARY SERVICES	BOOKS - ADULT	\$19.33
207937	9/6/2016	09022016	00021	ACE HARDWARE	M AVE SS I&I REDUCTION	\$27.80

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
207938	8/30/2016	94572100	01318	INGRAM LIBRARY SERVICES	BOOKS - ADULT	\$19.33
207940	8/30/2016	94572101	01318	INGRAM LIBRARY SERVICES	BOOKS - ADULT	\$21.57
207941	8/30/2016	94572102	01318	INGRAM LIBRARY SERVICES	BOOKS - ADULT	\$10.90
207942	8/30/2016	94572103	01318	INGRAM LIBRARY SERVICES	BOOKS - ADULT	\$12.60
207943	8/30/2016	94572104	01318	INGRAM LIBRARY SERVICES	BOOKS - ADULT	\$13.48
207944	8/30/2016	94572105	01318	INGRAM LIBRARY SERVICES	BOOKS - ADULT	\$15.78
207945	8/25/2016	94485311	01318	INGRAM LIBRARY SERVICES	BOOKS - JUVENILE	\$371.69
207946	9/2/2016	A1147667	02405	SEBO'S DO-IT CENTER	PARTS FOR STREET DEPT	\$45.10
207947	9/2/2016	102244	08654	FIDALGO AUTO PARTS - NAPA	PART FOR VEH #514	\$5.90
207948	9/2/2016	001-346788	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #024	\$125.73
207949	8/31/2016	1508269	02519	SKAGIT PUBLISHING	AA1508269 PUBLISH ORDINANCE 2987	\$47.76
207950	8/25/2016	001-345958	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #207	\$28.01
207951	8/31/2016	1508271	02519	SKAGIT PUBLISHING	AA1508271 PUBLISH ORDINANCE 2984	\$47.76
207952	8/31/2016	1508275	02519	SKAGIT PUBLISHING	AA1508275 PUBLISH ORDINANCE 2983	\$47.76
207953	8/30/2016	001-346386	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #207	\$19.87
207954	8/31/2016	1509710	02519	SKAGIT PUBLISHING	AA1509710 PUBLISH INVITATION TO BID 14-022-SEW WWTP REMODEL	\$155.22
207955	8/26/2016	001-346138	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #207	\$22.69
207956	8/25/2016	001-346049	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #004	\$66.62
207958	8/30/2016	0102771	06543	PACIFIC TIRE	SERVICE ON VEH #203	\$23.87
207959	8/30/2016	0102769	06543	PACIFIC TIRE	SERVICE ON VEH #511	\$47.74
207960	8/31/2016	1033070	01922	NORTHEND TRUCK EQUIPMENT INC	PART FOR VEH #611	\$138.34
207963	8/25/2016	87599	05523	PACIFIC POWER BATTERIES	HR1234WF2 5.94 X 2.56 X 3.70	\$26.88
207964	9/2/2016	41600199371	02909	LES SCHWAB TIRE CENTERS	SERVICE ON VEH #135	\$78.87
207965	8/31/2016	0188-475175	03816	CONSOLIDATED ELECTRICAL DIST	PARTS FOR VEH #514	\$50.58
207966	9/1/2016	0178094	00950	FIDALGO BAY COFFEE COMPANY	COFFEE FOR OPS/PARKS DEPT - 20LBS	\$186.00
207967	9/1/2016	1988764887	06718	ARAMARK	NYLON MAT CLEANING FOR OPS/SHOP	\$23.07

Total

\$323,337.31



City Council Agenda Bill

Meeting Date: 9/12/2016

Agenda Item: 5c

Subject: FEMA Grant No.EMW-2016-PU-0023

Staff Contact: Chief Bowers

Approved for Submittal to Council by	
x	Laurie Gere, Mayor
x	Steve Hoglund, Finance Director
	Darcy Swetnam, City Attorney

Action Type	
	Ordinance No.
	Code Revision?
	Resolution No.
x	Contract (grant)
	Public Hearing
	Staff Report

Summary Statement: FEMA DHS grant to upgrade Police radio system to P25 compliance. Grant award of \$371,750 with a match of \$123,917 from the City for a total project cost of \$495,667.

Background: The deadline for federal compliance is still four years away. However, this is the best option for grant funds, based on our research of funding options. Along with P25 compliance, this will allow us to encrypt our frequency in the future as well as provide additional officer safety features.

Budget Impact	
Amount Budgeted	
Budget Account (BARS)	001.310.594.21.64
Proposed Expenditure	\$495,667
Budget Amendment Required?	Yes
Revenue Source	Fund Balance

Proposed Contract	
Contractor	FEMA
Amount	\$495,667
Start Date	
End Date	

Previous Council/Committee Action: Public Safety Committee reviewed the grant on several occasions and was supportive.

Competing Viewpoints Considered: Existing radios are sufficient until federal law requires the City to upgrade its radios.

Recommended Motion: I move to accept the FEMA grant award to upgrade the Police radio system, which includes funding a \$123,917 match from General Fund Cash reserves.

Alternative Actions: Do nothing, continue using existing radios.

Attachments (listed in order presented): Grant agreement

U.S. Department of Homeland Security
Washington, D.C. 20472

Laurie Gere
City of Anacortes
1214 24th St
Anacortes, WA 98221 -

Re: Grant No.EMW-2016-PU-00234

Dear Laurie Gere:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2016 Port Security Grant Program has been approved in the amount of \$371,750.00. As a condition of this award, you are required to contribute a cost match in the amount of \$123,917.00 of non-Federal funds, or 25 percent of the total approved project costs of \$495,667.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2016 Port Security Grant Program Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help use to make the necessary updates and avoid any interruptions in the payment process.

BRIAN KAMOIE

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Port Security Grant Program

GRANTEE: City of Anacortes
PROGRAM: Port Security Grant Program
AGREEMENT NUMBER: EMW-2016-PU-00234-S01

TABLE OF CONTENTS

Article I	Summary Description of Project
Article II	Assurances, Administrative Requirements, Cost Principles, and Audit Requirements
Article III	DHS Specific Acknowledgements and Assurances
Article IV	Whistleblower Protection Act
Article V	Use of DHS Seal, Logo and Flags
Article VI	USA Patriot Act of 2001
Article VII	Universal Identifier and System of Award Management (SAM)
Article VIII	Reporting of Matters Related to Recipient Integrity and Performance
Article IX	Rehabilitation Act of 1973
Article X	Trafficking Victims Protection Act of 2000
Article XI	Terrorist Financing
Article XII	SAFECOM
Article XIII	Reporting Subawards and Executive Compensation
Article XIV	Procurement of Recovered Materials
Article XV	Patents and Intellectual Property Rights
Article XVI	Notice of Funding Opportunity Requirements
Article XVII	Non-supplanting Requirement
Article XVIII	Lobbying Prohibitions
Article XIX	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article XX	Hotel and Motel Fire Safety Act of 1990
Article XXI	Fly America Act of 1974
Article XXII	Best Practices for Collection and Use of Personally Identifiable Information (PII)
Article XXIII	Americans with Disabilities Act of 1990
Article XXIV	Age Discrimination Act of 1975

Article XXV	Activities Conducted Abroad
Article XXVI	Acknowledgment of Federal Funding from DHS
Article XXVII	Federal Leadership on Reducing Text Messaging while Driving
Article XXVIII	Federal Debt Status
Article XXIX	False Claims Act and Program Fraud Civil Remedies
Article XXX	Energy Policy and Conservation Act
Article XXXI	Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Article XXXII	Duplication of Benefits
Article XXXIII	Drug-Free Workplace Regulations
Article XXXIV	Debarment and Suspension
Article XXXV	Copyright
Article XXXVI	Civil Rights Act of 1968
Article XXXVII	Civil Rights Act of 1964 - Title VI
Article XXXVIII	Acceptance of Post Award Changes
Article XXXIX	Prior Approval for Modification of Approved Budget
Article XL	Disposition of Equipment Acquired Under the Federal Award
Article XLI	National Environmental Policy Act
Article XLII	Nondiscrimination in Matters Pertaining to Faith-based Organizations

Article I - Summary Description of Project

Project 1: Interoperable Communications Initiative partially funded for \$371,750.

Article II - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the [OMB Standard Form 424B Assurances - Non-Construction Programs](#) or [OMB Standard Form 424D Assurances - Construction Programs](#) as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [2 C.F.R. Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

Article III - DHS Specific Acknowledgements and Assurances

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of [Civil Rights and Civil Liberties](#) (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article IV - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C. section 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. section 2324](#), [41 U.S.C. sections 4304](#) and [4310](#).

Article V - Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article VI - USA Patriot Act of 2001

All recipients must comply with requirements of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act \(USA PATRIOT Act\)](#), which amends [18 U.S.C. sections 175](#) and [175c](#).

Article VII - Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#), the full text of which is incorporated here by reference in the terms and conditions of your award.

Article VIII - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at [2 C.F.R. Part 200, Appendix XII](#), the full text of which is incorporated here by reference in the terms and conditions of your award.

Article IX - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, [29 U.S.C. section 794](#), as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article X - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended ([22 U.S.C. section 7104](#)). The award term is located at [2 CFR section 175.15](#), the full text of which is incorporated here by reference in the terms and conditions of your award.

Article XI - Terrorist Financing

All recipients must comply with [E.O. 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

Article XII - SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XIII - Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at [2 C.F.R. Part 170, Appendix A](#), the full text of which is incorporated here by reference in the terms and conditions of your award.

Article XIV - Procurement of Recovered Materials

All recipients must comply with Section 6002 of the [Solid Waste Disposal Act](#), as amended by the [Resource Conservation and Recovery Act](#). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XV - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. section 200](#) et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XVI - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.

Article XVII - Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article XVIII - Lobbying Prohibitions

All recipients must comply with [31 U.S.C. section 1352](#), which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article XIX - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XX - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, [15 U.S.C. section 2225a](#), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with

the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, [15 U.S.C. section 2225](#).

Article XXI - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under [49 U.S.C. section 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* ([49 U.S.C. section 40118](#)) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.

Article XXII - Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) respectively.

Article XXIII - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating 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. sections 12101 12213](#)).

Article XXIV - Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* ([Title 42 U.S. Code, section 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance

Article XXV - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXVI - Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds

Article XXVII - Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article XXVIII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See [OMB Circular A-129](#).

Article XXIX - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of [31 U.S.C. section 3729](#) - 3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See [31 U.S.C. section 3801-3812](#) which details the administrative remedies for false claims and statements made.

Article XXX - Energy Policy and Conservation Act

All recipients must comply with the requirements of [42 U.S.C. section 6201](#) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXXI - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 ([20 U.S.C. section 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

Article XXXII - Duplication of Benefits

Any cost allocable to a particular Federal award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a recipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article XXXIII - Drug-Free Workplace Regulations

All recipients must comply with the *Drug-Free Workplace Act of 1988* ([41 U.S.C. section 701 et seq.](#)), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at [2 C.F.R. Part 3001](#).

Article XXXIV - Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders [12549](#) and [12689](#), and [2 C.F.R. Part 180](#). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXXV - Copyright

All recipients must affix the applicable copyright notices of [17 U.S.C. sections 401 or 402](#) and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article XXXVI - Civil Rights Act of 1968

All recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex ([42 U.S.C. section 3601 et seq.](#)), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features (See [24 C.F.R. section 100.201](#)).

Article XXXVII - Civil Rights Act of 1964 - Title VI

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* ([42 U.S.C. section 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R., Part 21](#) and [44 C.F.R. Part 7](#).

Article XXXVIII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article XXXIX - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XL - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XLI - National Environmental Policy Act

All recipients must comply with the requirements of the [National Environmental Policy Act \(NEPA\)](#) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XLII - Nondiscrimination in Matters Pertaining to Faith-based Organizations

Faith-based organizations are, under [6 C.F.R. Part 19](#), afforded certain protections as it relates to eligibility to receive financial assistance from DHS for social service programs, or to participate in social service programs administered or financed by DHS. Organizations that receive financial assistance from DHS for a social service program or participate in DHS social service programs have an obligation to comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19, which, among other provisions, prohibit recipient organizations from discriminating against beneficiaries on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice; and generally require recipients subject to the rule to provide certain protections, and notice of those protections, to their beneficiaries. Recipients must also comply with any other policies and procedures regarding the participation of faith-based organizations contained in applicable statutes, regulations, and guidance governing individual DHS programs.

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$460,429.00
Supplies	\$0.00
Contractual	\$35,238.00
Construction	\$0.00
Indirect Charges	\$0.00
Other	\$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMW-2016-PU-00234-S01		2. AMENDMENT NO. ***		3. RECIPIENT NO. 916001227		4. TYPE OF ACTION AWARD		5. CONTROL NO. W510977N	
6. RECIPIENT NAME AND ADDRESS City of Anacortes 1214 24th St Anacortes, WA, 98221 -		7. ISSUING FEMA OFFICE AND ADDRESS Grant Operations 245 Murray Lane - Building 410, SW Washington DC, 20528-7000 POC: 866-927-5646		8. PAYMENT OFFICE AND ADDRESS Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472					
9. NAME OF RECIPIENT PROJECT OFFICER Bonnie Bowers		PHONE NO. 3602934684X5050		10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov					
11. EFFECTIVE DATE OF THIS ACTION 09/01/2016		12. METHOD OF PAYMENT PARS		13. ASSISTANCE ARRANGEMENT Cost Reimbursement		14. PERFORMANCE PERIOD From: 09/01/2016 To: 08/31/2019 Budget Period 09/01/2016 08/31/2019			
15. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)									
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT			
Port Security Grant Program	97.056	2016-SL-B411-P410- -4101-D	\$0.00	\$371,750.00	\$371,750.00	See Totals			
TOTALS			\$0.00	\$371,750.00	\$371,750.00	\$123,917.00			
b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A									
16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.									
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.									
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) ,								DATE	
18. FEMA SIGNATORY OFFICIAL (Name and Title) ANDREW MCLARTY ,								DATE Sun Sep 04 19:31:48 GMT 2016	

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED



City Council Agenda Bill

Meeting Date: 9/12/2016 **Agenda Item:**

Subject: Haddon Road Plat & PUD

Staff Contact: Kevin Cricchio, AICP, Associate Planner

Approved for Submittal to Commission by	
X	Don Measamer, Planning Director

Action Type	
	Public Hearing
X	Discussion /Signature
	Possible Action

Summary & Background: A closed-record public hearing was conducted at 6:00 PM on August 15, 2016, and continued to August 22, 2016, and August 29, 2016, concerning both the appeal of the Planning Commission's recommendation of approval to City Council and the project itself regarding a proposed preliminary plat and preliminary planned unit development (PUD) to create thirteen (13) lots on the subject property zoned R1. Additionally, several code modification(s) were also proposed by the applicant as part of the preliminary plat & PUD. Attached hereto per your request is the City Council's Findings of Fact, Conclusions of Law, and Decision for your review concerning the subject plat and Planned Unit Development. Please note that on pages 3-6 therein proposed code modifications and required equivalency are addressed.

Attachments:

[CITY COUNCIL'S FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION](#)



**CITY COUNCIL'S
FINDINGS OF FACT, CONCLUSIONS OF LAW,
& DECISION:**

Closed-Record Public

Hearing Date: August 29, 2016 @ 6:00 PM (Continued to),
August 22, 2016 @ 6:00 PM (Continued to),
August 15, 2016, @ 6:00 PM with a 4:00 PM Site Visit

Open-Record Public

Hearing Date: July 13, 2016, @ 6:00 PM (Continued to),
June 22, 2016 @ 6:00 PM (Continued to), &
June 8, 2016, @ 6:00 PM with a 4:00 PM Site Visit

Project Name: Haddon Road Plat & PUD

File Number: PUD-2016-1001

**Applicant &
Landowner:** Tom Allen
Allen Family Investments, LLC
P.O. Box 817 Anacortes,
WA 98221

Project Engineer: John Ravnik, PE
Ravnik & Associates
1633 Lindamood Avenue
Burlington, WA 98233

Project Surveyor: Robert Parrish, PLS
Parrish Land Surveying
P.O. Box 314
Lopez Island, WA 98261

Project Geotechnical

Engineer: Material Testing & Consulting (MTC)
777 Chrysler Drive, Suite A
Burlington, WA 98233

Project Biologist: Graham-Bunting Associates
3643 Legg Road
Bow, WA 98232

Project

Archaeologist: Drayton Archaeology
PO Box 5424
Bellingham, WA 98227

Traffic Consultants: Gibson Traffic Consultants
2802 Wetmore Avenue, Suite 220
Everett, WA 98201

Third Party

Review: **Geotechnical Engineer:**
GeoEngineers
600 Dupont Street
Bellingham, WA 98225

Sanitary Sewer Capacity:
Semrau Engineering & Surveying, PLLC
2118 Riverside Drive, Suite 208
Mount Vernon, WA 98273

A. FINDINGS OF FACT:

Subject Proposal:

The applicant applied for a Preliminary Plat, Planned Unit Development (PUD), and SEPA environmental review to create thirteen (13) lots on the subject property which is Zoned R1. Additionally, several code modification(s) were requested as part of the Preliminary Plat & PUD.

Drainage Proposed:

The applicant submitted a drainage plan in which stormwater generated from Lots 1-4 roofs and impervious surface will be directed to infiltration trenches. Lots 5-13 stormwater will be conveyed to an extended existing public stormwater system located along the northern property line. Three (3) private driveways are proposed to serve each area of 13 lots proposed. Paralleling the three (3) driveways would be grassed drainage swales that would receive runoff from the three (3) private

driveways. The drainage swales would hold runoff during heavy rainfall events and permit infiltration into the permeable subsoils below.

Proposed Code Modifications, City Council Findings, & Equivalency:

Through the Planned Unit Development (PUD) process, the applicant requested the following modifications to Anacortes Municipal Code (AMC) standards:

1. The first proposed modification to code proposed by the applicant concerns the proposed flag lots (Lots 2, 3, 6, & 7). According to AMC 17.06.490(E), a flag lot is defined as “a parcel of land, the body of which is separated from a public street by one or more lots, connected to a public street by a narrow portion (flag) of the parcel with a width not less than the required street frontage.” Per AMC 16.20.040(C), “Each lot shall abut a public or private road. Lot frontage on said roads shall not be less than thirty feet.” Therefore, the first proposed modification to code requested by the applicant concerns the width of the flag portion being less than the required street frontage as required according to AMC 17.06.490.

CITY COUNCIL FINDING:

There is a conflict in the Anacortes Municipal Code regarding the required lot frontage on a public or private road when you subdivide. City Council considered whether 30 feet of frontage as required by AMC 16.20.040(C) or 20 feet of frontage required per AMC 17.36.110 is the controlling requirement. Council determined that, in the case of conflicting AMC provisions, the most restrictive section should apply. Council decided that the section of the subdivision code requiring 30 feet of frontage is the more restrictive and therefore is required for this project.

Furthermore, City Council deliberated on whether the proposed triangles meet the 30 feet of frontage required per AMC 16.20.040(C). Council reaffirmed the requirement in Section 17.06.490(E) AMC that the required frontage be continuous from the street to the main body of the lot. In this case, the proposed triangles do not achieve the 30 feet of frontage because the width of the lot between the street and the main body of the lot is not continuously 30 feet.

Having determined that the requested project does not meet the required 30 feet of lot frontage, Council next considered whether the requested code modification should be granted. Council applied the requirement in Section 16.40.010 AMC that, to receive permission for a code modification requested under the PUD rules, the applicant must demonstrate that the project achieves equivalency through alternate means related to the requested modification. Here the applicant requested that they be able to provide less than 30 feet of frontage for some of the lots. Through their discussion, Council discussed the fact that lot frontage was intended to provide a neighborhood feel to a subdivision. Council determined that equivalency requirement for the requested code

modification is met if a condition (described below) is added to the project establishing a 20 foot wide native growth protection easement along the western and northern property lines to provide a buffer between neighboring property owners.

2. The second requested code modification also concerns the proposed flag lots. According to AMC 17.38.110 and 17.36.110, in both the R1 and R2 Zoning Districts, “Twenty feet of frontage or an easement to twenty feet of street frontage is required on an improved public street with a continuous access route not less than twenty feet wide from the street to the primary portion of the lot. If a private street is proposed, or the twenty (20) feet minimum access to the street frontage is by means of an easement, a conditional use permit is required.” The applicant proposes accessing flag lots (Lots 2, 3, 6, & 7) by using a private access & utility easement that varies from twenty (20) to twenty-four (24) feet in width. Four (4) lots per drive (lots 1-4 & lots 5-8) will use each of the two private access and utility easements (**See Exhibit 19**). Paralleling twelve (12) foot wide “flags” have overlying twenty (20) and twenty-four (24) foot wide easements for access and utilities. A twenty (20) foot wide asphalt driveway is proposed within each of the private access and utility easements providing ingress and egress. The paralleling flag lots and overlapping easement(s) provide the driveway required by the Fire Department. The second modification to code proposed by the applicant is to the minimum required twenty (20) feet to an improved public street with a continuous access route less than twenty (20) feet wide and that a Conditional Use Permit not be required. The applicant requests that the required Conditional Use Permit not be required as both a Conditional Use Permit and Planned Unit Development (PUD) are similar public processes that involve solicitation of public and agency/ department comment, a comment period, and the allowance for conditions of approval. This second proposed modification to code only concerns Lots 2, 3, 6, & 7 (flag lots).

CITY COUNCIL FINDING:

Council adopted the 30 foot frontage requirement per Section 16.20.040 AMC for the project, which obviated the need to consider the 20 foot frontage requirement in Section 17.36.110 AMC. Therefore, Council did not consider this requested code modification further.

3. The third requested code modification is to the minimum road standard per AMC 16.32.010. According to the Public Works Department, Haddon Road is considered a residential access road. According to AMC 16.32.010, a residential access type of road which has a daily average of less than five hundred (500) trips requires a fifty (50) foot right-of-way with a thirty-two (32) foot paved roadway within it. The required roadway section consists of two (2) driving lanes with curb, gutter, and parking on both sides.

The northern portion of the Haddon Road right-of-way (ROW) lies within the City of

Anacortes while the southern portion lies within the jurisdiction of Skagit County. Haddon Road sits within a sixty (60) foot right-of-way and is sixteen (16) to twenty (20) feet in paved width.

According to Skagit County's Public Works Department, development within this area [Haddon Road] would require a twenty-four (24) foot wide paved roadway with a cul-de-sac radius of forty-seven (47) feet and diameter of ninety-four (94) feet.

To maintain the rural character to Haddon Road, the applicant has requested that the portion of Haddon Road fronting the project site be widened to only twenty-eight (28) feet instead of the required thirty-two (32) feet per AMC 16.32.010. The Public Works Department supports this reduction to the roadway fronting the project site.

West of the project site, Haddon Road would taper to twenty-four (24) feet in width as requested by Skagit County's Public Works Department.

At the eastern terminus to Haddon Road adjacent to the project site, the applicant has requested that a ninety (90) foot diameter cul-de-sac be constructed within the existing ROW.

Both the City of Anacortes and Skagit County's Public Works Departments (**See Exhibit 7**) support both the proposed widening of Haddon Road to twenty-eight (28) feet fronting the project site, a ninety (90) foot diameter cul-de-sac, and the widening of Haddon Road west of the project site to twenty-four (24) feet in paved width.

CITY COUNCIL FINDING:

City Council deliberated on the requested code modification to the R2 road standards. The Planning Commission recommended to Council that condition of approval number 23(P)(6) be required, which requires that curb and gutter be provided adjacent to the development along the north side of Haddon Road.

City Council stated that the proposed pedestrian pathway, which when constructed will traverse west from the project site to Whistle Lake Road and terminate north at Blue Heron Circle achieves the required equivalency to the requested modification to the road standard.

4. A fourth modification to code proposed by the applicant concerns curb and gutter required by AMC 16.32.010. The applicant has requested that road improvements to Haddon Road not include curb and gutter thereby lessening impacts to the rural neighborhood.

The City of Anacortes' Public Works Department supports this request to omit curb and gutter associated with the subject plat and PUD per AMC 16.20.060(C)(2) due to the rural character of Haddon Road and adjoining properties. This also provides a direct path for road runoff to infiltrate in adjacent roadside bio-swales which is an

approved Low Impact Development (LID) drainage management method supported by Department of Ecology.

CITY COUNCIL FINDING:

The Planning Commission recommended to city council that condition of approval number 23(P)(6) be required, which requires that curb and gutter be provided adjacent to the development along the north side of Haddon Road.

Project Location:

The subject property is located on the north side of Haddon Road east of Whistle Lake Road. Parcel #: P33048 is located in a portion of Section 30; Township 35 North; Range 02 East; Willamette Meridian.

Subject Parcel:

Parcel #: P33048

Zoning District:

Residential (R1) Zoning District

Comprehensive Plan Designation:

Residential Low Density Land Use Designation

Existing Land Use:

The subject property is heavily forested with no improvements located onsite.

Surrounding Zoning & Land Uses:

Direction:	Zoning:	Land Uses:
North:	Residential (R2)	Condominiums / Multifamily
South:	Rural Intermediate (RI) - Skagit County's jurisdiction	Single-Family Residences
East:	Residential (R1) & Commercial Marine	State Route Twenty (SR-20)
West:	Residential (R1)	Single-Family Residences

R1 Minimum Lot Size:

1. 15,000 Square Feet Required
2. 7,500 Square Feet (Modified as part of PUD per AMC 17.38.070 –R2 Standards) is required

as a condition of approval of this application

R1 Maximum Permitted Density:

1. Two (2) Dwelling Units Per Gross Acre
2. Four (4) Dwelling Units Per Gross Acres (Modified as part of PUD per AMC 17.38.070 –R2 Standards) is allowed under the PUD provisions

Site Area:

1. Net Area = 4.959 acres, (215,995 square feet)
2. Gross area = 5.279 acres which includes ½ abutting ROW (229,953 square feet)

Density Calculation:

1. The site is 5.279 Gross Acres which includes ½ the abutting right-of-way.
2. Although the subject property is Zoned R1, the applicant has applied for a Planned Unit Development (PUD). According to AMC 17.38.070, “If a planned unit development is applied for which requests a higher density in a portion of the R1 zone, the density of that portion shall not exceed four units per gross acre, and all development standards of the R2 zone shall apply, including street and utility improvements.” Accordingly, the applicant has requested that the density for the project be increased from two dwelling units per gross acre to four (4) dwelling units per gross acre per AMC 17.38.070.
3. A project density of 2.46 dwelling units (DU) per gross acre is proposed (13 DU /5.279 gross acre)

Permits Required:

The following may be required in addition to the above: Final preliminary plat & PUD Approval, Civil Construction Plan approval, Building Permit Application Approval, & NPDES Permit

Existing Environmental Documents:

SEPA Environmental Checklist, Critical Area Report, Geotechnical Report, Traffic Impact Study, Tree Preservation Plan, & Cultural Resource Report

Utilities:

- Water, City of Anacortes
- Sewer, City of Anacortes
- Garbage, City of Anacortes
- Stormwater, City of Anacortes

Fire:

- City of Anacortes

Police:

- City of Anacortes

I. PRELIMINARY PLAT /PUD CHRONOLOGY & BACKGROUND:

1. On November 3, 2015, a pre-application conference was conducted with city staff concerning the subject PUD (File #: PRE-2015-0038).
2. On November 14, 2015, the applicant conducted a neighborhood meeting concerning the proposed PUD development. Neighboring landowners were mailed invitations to this meeting.
3. The City of Anacortes Department of Planning, Community, & Economic Development (PCED) received several letters from neighboring landowners in response to the neighborhood meeting notice received (**See Exhibit 3**).
4. On January 5, 2016, the applicant submitted the subject applications to the City of Anacortes for review.
5. On January 29, 2016, the subject application was deemed incomplete by PCED.
6. On February 9, 2016, revisions were submitted to PCED for review.
7. After reviewing the revisions submitted, PCED deemed the subject application complete on February 22, 2016. An open-record public hearing was scheduled for April 13, 2016 and a closed-record public hearing was scheduled for May 2, 2016.
8. On March 29, 2016, PCED received an email from the applicant requesting that the subject application be placed on hold as the project engineer had changed.
9. Accordingly, on April 5, 2016, a "Notice of Hearing Cancellation" was published in the Anacortes American Newspaper. The notice was also mailed to neighboring landowners and parties of record stating that the scheduled hearings was cancelled.
10. On April 27, 2016, the new project engineer submitted revisions to PCED for review. On May 4, 2016, PCED completed a review of the revisions submitted and deemed the application incomplete.
11. On May 5, 2016, a meeting was conducted between city staff, the applicant, and the new project engineer.
12. On May 6, 2016, the subject application was deemed complete again. Within the letter of completeness, additional revisions were requested. On May 10, 2016, the project engineer furnished PCED with the requested revisions.

II. NOTICE OF APPLICATION & HEARING:

1. After the subject application was deemed complete on February 22, 2016, a "Notice of

Application & Hearing with Optional SEPA DNS” was published in the Anacortes American Newspaper on March 02, 2016 (**See Exhibit 4**).

2. Notice was also posted on the subject property in four (4) different locations on February 24, 2016.
3. Additionally, notice was posted at city hall, the library, the local office of the USPS, and on the city’s website on April 24, 2016.
4. Neighboring landowners were mailed the Notice of Application on February 26, 2016. PCED used a list of landowners for neighbor notices obtained from the applicant, the City’s GIS Department, and Skagit County Assessor’s Office.
5. On February 26, 2016, both agencies and departments of jurisdiction were solicited for comment and forwarded application material for review.
6. On February 26, 2016, both the “Notice of Application & Hearing with Optional SEPA DNS” and associated application material (SEPA environmental checklist, site plan, etc.) was emailed to the Department of Ecology’s SEPA Register for posting.
7. The comment period ended at 5:00 PM on March 16, 2016, for the subject plat and PUD. However written comment was accepted until the close of the open-record public hearing.
8. As is stated above, on March 29, 2016, PCED received an email from the applicant requesting that the subject application be placed on hold (**See Exhibit 6**) as the project engineer had changed. Accordingly, on April 5, 2016, a “Notice of Hearing Cancellation” was published in the Anacortes American Newspaper (**See Exhibit 4**). The notice was also mailed to neighboring landowners and parties of record stating that the scheduled hearings was cancelled.
9. Once the application was deemed complete [again] on May 6, 2016, a second “Notice of Application & Hearing with Optional SEPA DNS” was published in the Anacortes American Newspaper on May 11, 2016 (**See Exhibit 4**).
10. Notice was also posted on the subject property in four (4) different locations on May 6, 2016.
11. Additionally, notice was posted at city hall, the library, the local office of the USPS, and on the city’s website on May 6, 2016.
12. Parties of record plus neighboring landowners were mailed the 2nd Notice of Application on May 9, 2016. PCED used a list of landowners for neighbor notices obtained from the applicant, the City’s GIS Department, and Skagit County Assessor’s Office.
13. On May 11, 2016, both agencies and departments of jurisdiction were solicited again for comment and forwarded application material for review.
14. On May 10, 2016, both the 2nd “Notice of Application & Hearing with Optional SEPA DNS” and associated application material (SEPA environmental checklist, site plan, etc.)

was emailed to the Department of Ecology's SEPA Register for posting.

15. The comment period ended at 5:00 PM on March 25, 2016. However written comment was accepted until the close of the open-record public hearing.
16. The Planning Commission conducted an open-record public hearing on June 8, 2016, which was continued to June 22, 2016, and July 13, 2016. Notice of Continuance was posted on the city's website and in city hall.
17. City Council conducted a closed-record public hearing on August 15, 2016, which was continued to August 22, 2016, and August 29, 2016. Notice of Continuance was posted on the city's website and in city hall.

III. CRITICAL AREAS REVIEW:

Wetlands:

On December 11, 2015, Graham-Bunting Associates prepared an addendum to an original wetland site assessment dated November 25, 2014 (**See Exhibit 8**). According to the addendum and original site assessment, a Category III wetland is located on the eastern portion of the subject property at the base of the steep slope. The subject wetland has a 110-foot buffer width per AMC 17.70.340(1). The plans associated with the subject plat and PUD accurately depict the delineated wetland and associated buffer. No ground disturbance is proposed in either the wetland or its buffer.

Priority Habitat & Species (PHS):

Following a review of the Washington State Department of Fish and Wildlife's website no known Priority Habitat or Species were located on or within close proximity to the subject property. Both the Washington State Department of Fish and Wildlife (DFWL) and the US Fish and Wildlife Service (USFWS) was provided an opportunity to provide comment on the subject development. No comment was received.

Cultural Resources:

The Planning, Community, & Economic Development Department received comment (**See Exhibit 7**) from both the Samish Indian Nation and the Washington State Department of Archaeology and Historic Preservation (DAHP) requesting that a cultural resource survey /report be conducted as there was a high potential for the site containing archaeological resources.

On March 21, 2016, the applicant submitted a Cultural Resource Survey /Report (**See Exhibit 13**) prepared by Drayton Archaeology of Bellingham, Washington. According to the report no cultural resources are located on the subject property.

Geologically Hazardous Areas:

Geologically hazardous areas were determined to be located on a portion of the subject property. Material Testing & Consulting Inc. (MTC) located in Burlington, Washington prepared an updated

geotechnical review dated December 2, 2015, associated with the subject plat & PUD. This updated geotechnical review reaffirms their previously submitted geotechnical report dated October 2, 2014, and subsequent addendums dated 1/16/15, 3/4/15, 5/27/15, & 6/30/15 (**See Exhibit 10**).

The western portion of the site is relatively flat, although slightly undulating. The eastern portion of the site is characterized by an easterly sloping hillside. The hillside extends from the level portion of the site to the easterly edge of the lot and continues to a local low at the SR-20 Spur.

According to the geotechnical review dated December 2, 2015, all structures are recommended to maintain a thirty (30) foot building setback as measured from the top of slope. The report recommends that non-structural entities such as decks and patios are allowed within the thirty (30) foot setback provided they are outside of the fifteen (15) foot non-disturbance setback as measured from the top of slope. These buffer recommendations are included as conditions of approval below.

Additionally, a cedar split rail fence will be required to be constructed from the northern to southern property line along the fifteen (15) foot non-disturbance setback line as measured from the top of bank. Critical area signage will be required to be posted along the fence.

East of the fifteen (15) foot non-disturbance setback, a Native Growth Protection Easement (NGPE) will be required to be established protecting trees and vegetation therein. This too has been included as a condition of approval below. No land clearing activities are proposed within the NGPE.

Geologically Hazardous Area Third Party Review:

Pursuant to AMC 17.54.070(C)(3) the City retained GeoEngineers of Bellingham, Washington to assist the city's review of the applicant's submitted geotechnical report and addendums associated with the subject plat and PUD. According to GeoEngineers (**See Exhibit 11**), the geotechnical review (report and addendums) conforms to AMC Chapter 17.70 regulating Geologically Hazardous Areas.

GeoEngineer's letter (**See Exhibit #11**) states that "It appears that an infiltration trench for Haddon Road is located east of the cul-de-sac and close to the 30-foot setback near the slope. The MTC report states that no infiltration in the vicinity of the steep slope is included in the current PUD configuration, and concludes that no infiltration mounding analysis is warranted." GeoEngineers recommends that MTC is provided an opportunity to re-evaluate their conclusion considering that new stormwater infiltration facilities along Haddon Road including the trench located east of the cul-de-sac toward the slope is proposed. This recommendation by GeoEngineers that the project geotechnical engineer reevaluate potential impacts on the slope is a condition of approval as listed below.

IV. TREE ASSESSMENT & PRESERVATION PLAN:

The applicant submitted a Tree Assessment & Preservation Plan and addendum thereto prepared

by Urban Forestry Services Inc., of Mount Vernon, Washington dated February 2, 2015, and December 14, 2015 respectively (**See Exhibit 9**). According to the February 2, 2015, Tree Assessment & Preservation Plan, there are 147 trees proposed for retention in the forested area on the eastern portion of the site (located in the critical area(s)) which corresponds to 815 Tree Unit Credits. According to AMC 16.50.070(A), one (1) tree unit per one thousand (1,000) square feet is required.

Therefore, since the project site is 4.96 net acres or 216,058 square feet, two hundred and sixteen (216) tree unit credits is required. Conformance with this requirement has been met as 815 tree unit credits is proposed for retention. In addition to these retained tree credits, trees will be planted on each lot at time of individual lot development.

The Planning Commission recommended to City Council Condition #7(A), which states “A landscape area along Haddon Road fronting the subject property shall be fifteen (15) feet wide with trees planted thirty (30) feet apart in such planting areas.”

Additionally, City Council conditioned below that, a 20 foot native vegetated area shall be provided along the northern and western property lines and evaluated by a certified arborist to determine the health, condition, and viability of existing trees.

V. TRANSPORTATION:

On December of 2015, and February 2016, Gibson Traffic Consultants (GTC) of Everett, Washington performed a Traffic Impact Analysis and addendum thereto (**See Exhibit 14**) for the subject 13 lot PUD. According to this report and addendum, the subject development is anticipated to generate 124 new daily trips with 9 new AM peak-hour trips and 13 new PM peak-hour trips. The subject PUD is proposing to have three (3) accesses onto Haddon Road as well as street access for two (2) lots to the cul-de-sac. The subject PUD is not anticipated to cause the study intersections to degrade to an unsatisfactory level of service. No mitigation is recommended besides payment of traffic impact fees due at time of building permit application issuance.

Pedestrian Connectivity:

In order to improve pedestrian connectivity in the project vicinity, the applicant has agreed to construct an off-site pathway extending west from the proposed Planned Unit Development along the north side of Haddon Road to the intersection of Whistle Lake Road. At the intersection of Haddon Road and Whistle Lake Road, the paved pathway will continue along the east side of Whistle Lake Road north to the south side of Blue Heron Circle. The pathway will be six (6) feet in width.

Since the residence located at 304 Haddon Road immediately west of the PUD is located within close proximity to the existing street, the applicant proposes decreasing the width of the pathway /sidewalk to five (5) feet and constructing the sidewalk closer to the widened Haddon Road adjacent

to the property. A thickened asphalt edge would be constructed adjacent to 304 Haddon Road to convey runoff waters to infiltration trenches.

VI. SANITARY SEWER CAPACITY –THIRD PARTY REVIEW:

On February 26, 2016, Semrau Engineering & Surveying of Mount Vernon, Washington performed an evaluation of the capacity of sewage pump station number one (1). Semrau Engineering & Surveying concluded that the design capacity of the lift station is 181 gallons per minute, that the lift station is operating at approximately fifteen (15) percent of capacity under existing conditions, that the lift station is expected to operate at approximately twenty-seven (27) percent of capacity with full buildout, and that the pump station has sufficient capacity to accommodate the proposed PUD and future infill.

VII. SEPA ENVIRONMENTAL REVIEW:

1. According to AMC § 16.080.010, SEPA environmental review is required for the subdivision of property into five (5) or more lots, tracts, parcels, sites, or divisions, for sale or lease.
2. On March 2, 2016, a Notice of Application and Hearing with Optional SEPA DNS was published in the Anacortes American Newspaper.
3. On February 26, 2016, the Notice of Application and Hearing with Optional SEPA DNS and associated application material was emailed to the Department of Ecology for posting on to the SEPA Register.
4. As discussed above, the subject PUD was placed on hold by the applicant as the project engineer had changed. Shortly thereafter, the new project engineer submitted revisions to the City for review. Once the revisions /application was deemed complete [again], the 2nd Notice of Application & Hearing with Optional SEPA DNS was published in the Anacortes American Newspaper on May 11, 2016.
5. Additionally, on May 10, 2016, the 2nd Notice of Application and Hearing with Optional SEPA DNS and associated application material was emailed to the Department of Ecology for posting on to the SEPA Register.
6. On June 02, 2016, a SEPA Mitigated Determination of Non-Significance (MDNS) was issued using the optional DNS process pursuant to WAC § 197.11.355.
7. The issued SEPA MDNS was emailed to the Department of Ecology for posting on to the SEPA register on June 02, 2016.

VIII. COMMENTS RECEIVED:

Agency & Department Comments:

Several agencies and departments of jurisdiction commented on the subject proposal during the comment period. Agency /Department comments can be found in **Exhibit 7** hereafter.

Public Comments Received:

During the comment period, several comments were received from the public (**See Exhibit 6 & Exhibits thereafter**).

IX. APPELLANT'S ASSIGNMENTS OF ERROR:

Following the conclusion of the Planning Commission's open-record public hearing, sixteen (16) appeals were received of the Planning Commission's recommendation of approval to City Council. The appellants were: Jeaneen Brogan, Patricia Young, Patrick O'Hearn, Stittwood Property Owners Assoc., Gene Derig, Delbert Chasteen, Rebecca Bean, Vernon Lauridsen, Mary Vickers, Deborah Martin, Ross Barnes, Donald & Joyce Paradine, Carol O'Hearn, Catherine Brown, Gary Van Luven, & Allen Rhoades (**See Exhibit #66**). Below is a table that summarizes appellant's assignments of error and City Council's Findings of Fact.

APPELLANT'S ASSIGNMENTS OF ERROR		CITY COUNCIL FINDINGS:
1.	Zoning District Density	City Council deliberated on the alleged assignment of error that the density of the project does not meet city code. Council stated that the R2 Zoning District's density is permitted in the R1 Zone via a Planned Unit Development as it is clearly allowed in Section 17.38.070 AMC. City Council also stated that "the density of that portion" as is listed in AMC 17.38.110 refers to the fact that the subject property lies in a portion of the R1 Zone, not that R2 standards only apply to a portion of the lot.
2.	Code Modification Process	Modifications are available to any type of subdivision per AMC Chapter 16.24. However, since a PUD is proposed, applicants must follow the PUD process per AMC Chapter 16.40, not Chapter 16.24. Modifications are appropriate and consistent with Planned Unit Developments. Both state law and the Anacortes Municipal Code provide for an integrated and consolidated review process, which considers all project permits requested by an applicant for all or part of a project action. Further, state law prohibits the City from requiring more than one open record hearing on a project. Therefore, appellant's arguments are without merit.
3.	Open-Space Requirement	City Council deliberated on common open-space required in PUDs. Common open-space per AMC 16.40.102(B) must be land which is accessible and available to all occupants of dwelling units for whose use the space is intended. Achieving open-space thru use of yards does not meet this

APPELLANT'S ASSIGNMENTS OF ERROR		CITY COUNCIL FINDINGS:
		requirement. The open space requirement shall be equivalent to 16.20.100. Condition of approval #20 properly addresses the required open-space for a PUD as 1/10 or more of the combined lots is dedicated as open-space. Although open-space cannot include land that totally unsuitable for building because of topographic features per AMC 16.40.102, portions of the bluff on the subject property are suitable for development outside of critical areas and associated buffers.
4.	Geologically Hazardous Area	City Council deliberated on several concerns expressed by appellant's concerning the proximity of the geologically hazardous area and reduced buffers. The applicant has a fifteen foot buffer from the top of slope where a split rail fence will be constructed with an additional fifteen foot buffer westward where no development is proposed. According to AMC 17.70.260(A)(1)(b), the buffer may be reduced per, to "a minimum of ten feet when a qualified professional demonstrates to the planning director's satisfaction that the reduction will adequately protect the proposed development, adjacent developments, and uses and the subject critical area." City Council defer to the professional geotechnical engineer regarding this buffer reduction and site suitability for development.
5.	Stormwater Concerns	There is a manhole downstream that has some ongoing issues needing resolution. The manhole cover keeps blowing off during major rain events. City Council deliberated on the matter and stated that this is a pre-existing condition. The Planning Commission recommended condition #13 requiring the applicant to model downstream stormwater system to determine deficiencies and correct deficiencies as need to accommodate the proposed storm drain flows.
6.	Flag Lots	There is a conflict in the Anacortes Municipal Code required the required lot frontage on a public or private road. City Council deliberated on whether 30 feet of frontage as is required by AMC 16.20.040(C) trumps the 20 feet of frontage required per AMC 17.36.110. Council stated that the thirty feet of frontage in the subdivision code is more restrictive than the twenty feet of frontage requirement and that conflicts in the code are

APPELLANT'S ASSIGNMENTS OF ERROR		CITY COUNCIL FINDINGS:
		decided in favor of the most restrictive section. Furthermore, City Council deliberated on whether the proposed triangles meet the 30 feet of frontage required per AMC 16.20.040(C). Council stated that the proposed triangles do not achieve the 30 feet of required frontage based on a reasonable interpretation of frontage and that it does not meet the definition of a flag lot per AMC 17.06.490(E) in that the required 30 feet of frontage is not continuous from the street to the main body of the lot. When interpreting conflicting code, the more restrictive code prevails. Therefore, 30 feet of frontage is required on a public or private road per AMC 16.20.040. This frontage requirement trumps the 20 feet of frontage required per AMC 17.36.110. Since City Council ruled on the code conflict and stated that 30 feet of frontage is required trumping the 20 foot frontage requirement. If you provide 30 feet of frontage, the 20 foot minimum frontage and required Conditional Use Permit become a moot point.
7.	Tree Preservation	According to the applicant's Tree Assessment & Preservation Plan, the applicant proposes to retain 147 trees are in the forested area on the eastern portion of the site (located in the critical area(s)) which corresponds to 815 Tree Unit Credits. According to AMC 16.50.070(A), one (1) tree unit per one thousand (1,000) square feet is required. Therefore, since the project site is 4.96 net acres or 216,058 square feet, two hundred and sixteen (216) tree unit credits is required. Conformance with this requirement has been met as 815 tree unit credits is proposed for retention. As conditioned below, a Native Growth Protection Easement (NGPE) shall be established east of the fifteen (15) foot non-disturbance setback as measured from the top of slope. Vegetation or tree removal, topping or trimming, is prohibited unless first approved by the city. Additionally, a twenty (20) foot wide native vegetated buffer (NGPE) shall be established along the western and northern property lines of the proposed development –evaluated by a certified arborist to determine the health, condition of trees, and viability.

X. CITY OF ANACORTES' 2012 COMPREHENSIVE PLAN:

The following goals from the City of Anacortes' Comprehensive Plan appear to be applicable to the subject Plat /PUD proposed:

General City Goal 3:

Promote compatible land uses and improve visual appearance in each and every zoning district.

CITY COUNCIL FINDING:

Single-family residences surround the project site to the south, and west of the subject property. To the north, multifamily /condominiums abut the project site.

Transportation Goal 7:

Require adequate off-street parking in all zones.

CITY COUNCIL FINDING:

AMC Chapter 17.46 requires two (2) off-street parking spaces per single-family residence. Each residence's garage will meet the underlying zoning district's setback requirements. Therefore, adequate space will exist for the parking of two (2) vehicles in front of the garage as well as in the garage. This requirement will be reviewed at time of building permit application submittal.

Housing Goal 1:

Attempt to achieve a balanced distribution of housing to meet the needs of all citizens.

CITY COUNCIL FINDING:

The subject proposal would result in thirteen (13) lots being created via a plat /PUD for the construction of single-family residences on each lot.

Housing Goal 2:

Maintain and allow for open-space corridors in Anacortes.

CITY COUNCIL FINDING:

As stated above, the applicant proposes 68.7% of the gross site area to be landscaped and /or remain in open space.

Housing Goal 3:

Single-family, detached residential units shall be the major residential form in the community.

CITY COUNCIL FINDING:

Single-family residences are proposed on each of the thirteen (13) lots created by the subject preliminary plat and PUD.

Housing Goal 6:

Provide for flexibility in subdivision development.

CITY COUNCIL FINDING:

A Planned Unit Development (PUD) permits flexibility to zoning and subdivisions standards / code. Accordingly, the applicant is requesting several modification to existing standards listed above.

The subject proposal is consistent with the goals of the City of Anacortes' Comprehensive Plan identified above.

XI. ZONING ORDINANCE/ ANACORTES MUNICIPAL CODE:

1. The City's Zoning Map establishes zoning district boundaries and the City Zoning Ordinance establishes (1) the permitted use of land in the various zones, and (2) development standards.
2. The applicant has requested concurrent review of the subject preliminary plat and PUD as allowed per AMC § 16.40.040.
3. The subject property is located in the Residential (R1) Zoning District.
4. Pursuant to AMC § 17.38.010, the purpose of the "The R1 residential district designation is for those undeveloped or partially developed areas of the city which are somewhat removed from higher intensity uses and are lacking in public utilities."
5. According to AMC § 17.38.020, "single-family dwellings" are permitted land uses within the Residential (R1) Zoning District.
6. The applicant has applied for a Planned Unit Development (PUD). According to AMC 17.38.070, "If a planned unit development is applied for which requests a higher density in a portion of the R1 zone, the density of that portion shall not exceed four units per gross acre, and all development standards of the R2 zone shall apply, including street and utility improvements." Accordingly, the applicant has requested that the allowed density for the project be increased from two dwelling units per gross acre to four (4) dwelling units per gross acre per AMC 17.38.070. The subject property is 5.279 gross acres. A project density of 2.46 dwelling units (DU) per gross acre is proposed (13 DU /5.279 gross acre). Density requested would be allowed per AMC 17.38.070.
7. Density is calculated by using gross acres which includes the entire site area and ½ of the abutting right-of-way. Anacortes Municipal Code 17.060.045 defines gross acre as "acreage plus one-half the width of abutting rights-of-way of streets and alleys." Anacortes Municipal Code does not specifically identify non-buildable area nor buildable area nor does it define net acreage.
8. As stated above, although the subject property is zoned R1, the applicant has requested to increase the density to R2 standards pursuant to AMC § 17.38.070. Accordingly, the

subject proposal is subject to all development standards of the R2 zone, including street and utility improvements. Conformance with AMC 17.36.050 regulating setbacks in the R2 Zone will be verified at time of building permit application review prior to permit issuance.

9. The minimum lot size for the R1 Zoning District is 15,000 square feet pursuant to AMC 17.38.050. However, as stated above, the applicant has requested to increase the zoning district's density to R2 standards pursuant to AMC 17.38.070 and is subject to conformance with all development standards of the R2 Zone including street and utility improvements. Therefore, the lots proposed must either meet or exceed the 7,500 square minimum lot size for the R2 Zoning District per AMC 17.36.050.
10. According to AMC 17.36.080 the maximum permitted land coverage by buildings shall not exceed thirty-five (35) percent. Conformance with this requirement will be reviewed at time of building permit application review prior to permit issuance.
11. According to AMC § 17.46.020, two (2) parking spaces are required for each residence. As conditioned below, two additional off-street parking spaces for each residence will also be required in addition to the parking capacity in each garage. Additionally, the applicant is providing a parking easement for the proposed five (5) parking spaces located on proposed lot 9. Conformance with this requirement will be reviewed at time of final plat /PUD submittal and building permit application review prior to permit issuance.
12. According to AMC 17.41.020(G), "Landscaping will be installed when developing new plats, including short plats and when building on undeveloped existing lots in conformance with the following requirements." Twenty (20) percent of the gross site area shall be landscaped for developments located in both the R1 and R2 Zoning Districts per AMC 17.41.020(G). Planting areas shall be a minimum of fifteen (15) feet wide with trees planted at an average of thirty (30) feet apart in such planting areas per AMC 17.41.020(D). The applicant submitted both a Landscape Plan and Open Space & Landscape Area Exhibit (**See Exhibit 15 & 16**). Conformance with this requirement will be reviewed at time of building permit application review prior to permit issuance.
13. According to AMC § 16.50.050, a Tree Preservation Plan is required as part of an application for a subdivision /Planned Unit Development. Accordingly, the applicant has submitted a Tree Preservation Plan (**See Exhibit 9**). According to the report, there are 147 trees proposed for retention in the forested area on the eastern portion of the site (located in the critical area(s)) which corresponds to 815 Tree Unit Credits. According to AMC 16.50.070(A), one (1) tree unit per one thousand (1,000) square feet is required. Therefore, since the project site is 4.96 net acres or 216,058 square feet, two hundred and sixteen (216) tree unit credits is required. Conformance with this requirement has been met as 815 tree unit credits is proposed for retention.
14. According to AMC § 17.04.050, creation of or changes to lot lines shall conform to the use provisions, dimensional and other standards, and procedures of this title and Title 16, Subdivisions.

15. According to AMC § 17.05.030, "Development shall be prohibited, and all applications therefore shall be denied, if the development would cause the level of service on a concurrency facility or service to decline below adopted levels of service standards, unless the improvements or strategies to accommodate the new development are made concurrent with the development, subject to the provisions of [sub]section 17.05.070(3). For potable water, sewer/on-site sewage disposal and stormwater management, only available capacity or capacity that can be provided prior to the actual use of the facility will be used." With the proposed conditions of approval, this project however would not cause the level of service on a concurrency facility or service to decline below adopted levels of service standards.
16. The subject proposal is consistent with the above and all required development regulations.

XII. OTHER APPLICABLE CODE, REVIEW CRITERIA, & PROCESS:

The preliminary plat and PUD application is also subject to review for conformance with the following code sections/regulations:

1. According to AMC § 16.40.040, there are four (4) steps for approval of a PUD: A) Pre-application conference during which the city's planning coordinating committee reviews sketches and conceptual information and makes recommendations to the applicant. Particular attention shall be given to the items where the PUD concept varies from normal subdivision standards, B) Preliminary PUD development plan where a more complete conceptual plan is submitted for planning coordinating committee review and then goes through a standard planning commission and city council approval process, C) Preliminary plat review and approval process with a detailed plan incorporating the approved preliminary PUD development plan concepts and conditions, and D) Final plat meeting the submittal requirements of and following the approval process for a standard subdivision.

CITY COUNCIL FINDING:

The subject applications were reviewed by the Development Review Group (DRG) for comments, &/or conditions. Department requirements have been incorporated as conditions of approval herein. The applicant submitted the subject preliminary plat and PUD on January 05, 2016. The application was initially deemed incomplete on January 19, 2016. Following the submittal of revisions, the application was deemed complete on February 09, 2016. A Notice of Application and Hearing Using Optional SEPA DNS was noticed as is required by the AMC as is stated above. Both the preliminary plat and PUD were processed concurrently per the applicant's wishes. Accordingly, the subject application(s) require an open record public hearing before the Planning Commission followed by a closed-record public hearing before the City Council.

2. According to AMC § 16.12.020(A) & (B), "When a preliminary plat meeting the requirements has been submitted, the administrator shall establish the date and time for an open-record public hearing before the planning commission on the preliminary

plat which shall not be more than sixty days from the date of the notice of complete application and which shall coincide with a regular meeting of the planning commission. Following planning commission action, the administrator shall schedule the preliminary plat for the city council agenda for its next available meeting date in accordance with its rules and regulations.”

CITY COUNCIL FINDING:

Dates and times for both an open-record and closed-record public hearings were scheduled in the “Notice of Application and Hearing Using the Optional SEPA DNS” published in the Anacortes American Newspaper on March 02, 2016. The applicant however placed the subject application on hold as the project engineer had changed. Accordingly, a Notice of Hearing Cancellation was published in the Anacortes American Newspaper on April 05, 2016. Following a review of revisions submitted, a 2nd Notice of Application and Hearing Using the Optional SEPA DNS was published in the Anacortes American Newspaper on May 11, 2016, establishing new hearing dates for both the required open-record and public hearing before the Planning Commission and City Council respectively.

3. According to RCW § 58.17.110(1), the approval or disapproval of subdivision and dedications –factors to be considered –conditions for approval –finding-release from damages: “The city, town, or county legislative body shall inquire into the public use and interest proposed to be served by the establishment of the subdivision and dedication. It shall determine: (a) If appropriate provisions are made for, but not limited to, the public health, safety, and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school-grounds, and shall consider all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and (b) whether the public interest will be served by the subdivision and dedication.”

CITY COUNCIL FINDING:

The public use and interest will be served by the proposed subdivision /PUD. With the proposed conditions of approval, appropriate provisions have been made to the public, health, safety, and general welfare for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school-grounds, and sidewalks. Pursuant to WAC 365.196.840, public facilities and services necessary to support and serve the subject development will be in place concurrent to development without decreasing service levels below locally established minimum standards.

4. According to RCW § 58.17.110(2), the approval or disapproval of subdivision and dedications –factors to be considered –conditions for approval –finding-release from damages: “A proposed subdivision and dedication shall not be approved unless the

city, town, or county legislative body makes written findings that: (a) Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school- grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and (b) the public use and interest will be served by the platting of such subdivision and dedication. If it finds that the proposed subdivision and dedication make such appropriate provisions and that the public use and interest will be served, then the legislative body shall approve the proposed subdivision and dedication. Dedication of land to any public body, provision of public improvements to serve the subdivision, and/or impact fees imposed under RCW 82.02.050 through 82.02.090 may be required as a condition of subdivision approval. Dedications shall be clearly shown on the final plat. No dedication, provision of public improvements, or impact fees imposed under RCW 82.02.050 through 82.02.090 shall be allowed that constitutes an unconstitutional taking of private property. The legislative body shall not as a condition to the approval of any subdivision require a release from damages to be procured from other property owners.”

CITY COUNCIL FINDING:

Accordingly, as provided herein, written findings have been provided that address appropriate provisions for the public health, safety, and general welfare. Furthermore, the public use and interest will be served by the subject preliminary plat & PUD, Additionally, impact fees associated with the construction of each residence will be paid for at time of building permit issuance.

5. The subject proposal is consistent with the above code sections /regulations.

B. CONCLUSIONS OF LAW:

1. The City Council having fully reviewed the staff report hereby adopts said staff report as properly setting forth the issues, the land use requests, consistency with the existing regulations, principles, conditions and their effect upon the request. It is therefore adopted by City Council as a conclusion as if set forth in full herein.
2. The proposed preliminary plat and planned unit development as conditioned conforms to the general purposes of the city’s comprehensive plan, planning standards and specifications of the zoning ordinance, Title 16 of AMC and other ordinances applicable to the proposal. Additionally, the subject proposal makes appropriate provisions for the elements listed in AMC § 16.12.020(E).
3. The requirements of the State Environmental Policy Act have been complied with.
4. The City Council bases its Findings of Fact and Conclusions of Law on the entire record, including all testimony and exhibits. Any finding which would be deemed a

Conclusion of Law and any Conclusion of Law which should be deemed a finding is hereby adopted as such.

5. The project is consistent with the general purposes of the City's comprehensive plan, planning standards and specifications of the zoning ordinance, and other ordinances applicable to the proposal.
6. The City Council has determined that the substantial evidence standard is the appropriate standard of review for the subject appeal(s).
7. There is substantial evidence to support the Planning Commission's recommendation that the proposed plat & PUD is consistent with density restrictions for the area.
8. There is substantial evidence to support the Planning Commission's recommendation that the proposed plat & PUD is consistent with the proper calculation of tree unit credits under AMC 16.50.
9. There is substantial evidence to support the Planning Commission's recommendation that the proposed plat & PUD is consistent with all other requirements as laid out in AMC Titles 16 and 17, including but not limited to: AMC Chapter 16.12, Chapter 16.20, Chapter 16.24, Chapter 16.32, Chapter 16.40, Chapter 16.50, Chapter 17.38, and Chapter 17.36.
10. There is substantial evidence to support the conditions imposed in the Planning Commission's recommendation of approval to City Council.
11. The Planning Commission's recommendation of approval is supported by substantial evidence. The appellants have not overcome their burden in appealing the Planning Commission's recommendation of approval to City Council because the issues raised by the appellants including but not limited to density, code modification process, required open-space, geologically hazardous area concerns, stormwater concerns, flag lot questions, and tree preservation were resolved by City Council.

C. PLANNING COMMISSION'S OPEN-RECORD PUBLIC HEARING & RECOMMENDATION:

At 6:00 PM on June 8, 2016, the Planning Commission conducted an open-record public hearing following a 4:00 PM site visit of the subject property. The open-record public hearing was continued to June 22, 2016, and July 13, 2016. After public testimony, the Planning Commission deliberated on the matter. Several motions were made to both amend some conditions of approval and add conditions of approval to the subject application. The motions were seconded. Following a vote, the motions passed. Accordingly conditions of approval number 20 and 23(P)(6) were amended while conditions 25 and 26 were added. Another motion was made to approve the subject application subject to the conditions of approval recommended by staff and added by the Planning Commission. The motion was seconded. Following a vote, the motion passed. The Planning Commission unanimously (4-0) recommended approval to City Council (**See Exhibit #58**).

D. APPEAL OF PLANNING COMMISSION'S RECOMMENDATION:

Following the Planning Commission's open-record public hearing, the chairman signed the Planning

Commission's Findings of Fact, Conclusions of Law, and Recommendation. This was forwarded to the applicant and parties of record. Before the appeal period ended at 5:00 PM on July 29, 2016, the City received sixteen (16) appeals of the Planning Commission's recommendation of approval to City Council (**See Exhibit 59**).

E. CLOSED-RECORD PUBLIC HEARING:

The City Council conducted a closed-record public hearing at 6:00 PM on August 15, 2016, to hear the appeals received, make a decision on the appeals, and make a decision on the project itself. The hearing was continued to 6:00 PM on August 22, 2016, and was continued again to 6:00 PM on August 29, 2016.

Both the appellants and the applicant were provided an opportunity to speak at the closed-record public hearing. Following testimony provided by both the appellants and applicant, the appellants were provided an opportunity for rebuttals. Following rebuttal, the closed-record public hearing was closed and City Council began deliberating on the appeals received and the project as a whole. City Council discussed appellants' concerns including but not limited to density, common open-space, geologically hazardous area critical area located onsite, stormwater, PUD process, procedural errors, neighborhood impacts, proposed code modifications, achieving equivalency, required flag lot width, required frontage on either a public or private road, and proposed tree cutting /preservation (**See Exhibit #77**).

Council Member Walters moved, seconded by Council Member Archibald, to find that 30 feet of frontage is required on a public or private road per AMC 16.20.040 as the default rule instead of twenty feet of frontage required per AMC 17.36.110. Vote: Ayes – Walters, Lovelett and Archibald. Nays – Pickett, Adams and Johnson. Mayor Gere broke the tie vote, voting aye. Motion carried, 4 to 3.

Council Member Walters moved, seconded by Council Member Lovelett, that the code requires, based on the definition of "flag lot" in Title 17 and a reasonable interpretation of "frontage", that frontage is only achieved for a flag lot by the full required width the full distance of the flag. Mr. Measamer suggested adding, "... consistent with AMC 17.06.490(E)." Vote: Ayes – Adams, Lovelett, Archibald, Johnson and Walters. Nays – Pickett. Motion carried, 5 to 1.

Council Member Walters moved, seconded by Council Member Archibald, to add a condition requiring that a 20 foot native vegetated buffer shall be provided along the west and north property line, evaluated by a certified arborist to determine health, condition and viability of trees; to restore the development right to Lot 13 such that open space would be designated east but not west of the split rail fence; and eliminate the fence requirement on the north and west sides of the project. Councilmembers discussed access to the designated open space. Planning Director, Don Measamer suggested that the 20-foot water line easement could be noted as a "water line *and public access* easement." Mr. Walters moved to amend his motion to remove the 20 foot buffer along the west property line. Motion died for lack of a second. Vote on original motion: Ayes – Lovelett, Archibald,

Johnson, Walters and Pickett. Nays – Adams. Motion carried, 5 to 1.

F. DECISION:

Based on the foregoing information and analysis, the environmental documents submitted by the applicant, and the City regulatory authority to implement the policies, standards, and the regulations of the Comprehensive Plan, and the Anacortes Municipal Code (AMC), the City Council hereby **denies all appeals received and approves the subject preliminary plat, preliminary PUD, & code modification(s), subject to the conditions of approval as listed below.** Council Member Johnson moved, seconded by Council Member Archibald, to direct staff to prepare Findings of Fact and Conclusions of Law to approve the Haddon Road preliminary plat, PUD and proposed code modifications subject to conditions of approval as noted in the Planning Commission recommendation and further subject to the conditions imposed by City Council at the present meeting. Vote: Ayes – Archibald, Johnson, Walters, Pickett and Adams. Nays – Lovelett. Motion carried, 5 to 1.

1. Both on and offsite grading shall not adversely impact adjacent properties.
2. Provide a Traffic Control Plan (Current MUTCD Manual) prior to any construction taking place in the public right-of-way for approval by the City of Anacortes' Public Works Department.
3. Pursuant to RCW 58.17.140(3), a final plat and PUD meeting all of this requirements of this chapter shall be submitted to the City of Anacortes Planning Department for approval within five (5) years from the date of preliminary approval that is listed below.
4. Before final plat and PUD submittal or approval, the project land surveyor shall place the respective property corners of the subject property.
5. Prior to construction plan approval, the applicant shall be responsible for reimbursement to the City for the cost of posting, mailing and publication of the public hearing associated with the subject applications.
6. Prior to construction plan approval, the applicant shall reimburse the city for the full cost of third party review pursuant to AMC § 17.54.070(C)(3).
7. Prior to construction plan approval, a revised landscape plan shall be submitted to the City of Anacortes PCED for review and approval showing how conformance with AMC Chapter 17.41 is being met, and including but not limited to:
 - A. A landscape area along Haddon Road fronting the subject property shall be fifteen (15) feet wide with trees planted thirty (30) feet apart in such planting areas.
 - B. The location of the six (6) foot wide pathway /sidewalk shall also be shown on the landscape plan.
 - C. Show proposed landscaping associated with the bio-swale(s) and infiltration trenches.
8. A landscape plan associated with individual lots shall also be submitted at time of building

permit application submittal. Twenty (20) percent of each lot shall be landscaped using plants indigenous to Western Washington. Landscaping shall be in place and complete before building permit certificate of occupancy will be issued. A note to this effect shall be on the face of the final plat & PUD.

9. All existing and proposed easements shall be shown on the final plat & PUD including but not limited to: utilities, parking, & private access.
10. Access and utilities shall be constructed prior to final plat approval.
11. Shared access driveways shall be installed prior to final plat & PUD submittal or approval.
12. Proposed swales and infiltration trenches shall be designed to be consistent with Department of Ecology's Low Impact Development (LID) guidelines/ standards.
13. Prior to construction plan approval, the existing downstream storm drain system shall be modeled based on current information of overflows at manhole #2981 to determine deficiencies and deficiencies corrected as needed to accommodate the proposed storm drain flows, prior to onsite flows to the system(s). A report shall be submitted to PCED for review and approval prior to construction plan approval.
14. Preliminary subdivision and Planned Unit Development approval authorizes the applicant to proceed with application for necessary permits to construct required improvements and to prepare construction drawings in accordance with the determinations made and conditions imposed.
15. The lots in this subdivision are subject to applicable water, sewer, and stormwater general facility and hookup fees and transportation, fire, and park impact fees. These fees are payable at levels in effect at the time of building permit issuance and may differ from those fee levels currently in effect; sewer and water latecomer charges may be payable. A note to this effect shall be on the face of the final plat and PUD.
16. Automatic fire sprinkler systems may be required for each residence as required by the Fire Marshall. A note to this effect shall be on the face of the final plat & PUD.
17. The project geotechnical engineer shall review the construction drawings to confirm the proposed roadway design, bio-swales, and infiltration trenches are consistent with Low Impact Development (LID) standards and that there is no adverse impact to the slope. A report shall be submitted to PCED for review and approval prior to construction plan approval.
18. Stormwater infiltration facilities shall not be located in the waterline easement beyond the east end of the cul-de-sac. Any proposed stormwater infiltration facilities located east of the cul-de-sac but outside of the waterline easement is required to be re-evaluated by both the project geotechnical engineer and civil engineer as to potential impacts to the slope. Stormwater infiltration facilities shall be designed consistent with the City of Anacortes adopted stormwater manuals.
19. Sanitary sewer and stormwater drain lines shall remain outside of the fifteen (15) foot non-disturbance setback as measured from the top of slope. A note shall be added to the face of

the final plat & PUD

20. A Homeowner's Association shall be established and be responsible for the maintenance of common use elements including but not limited to the private drainage facilities, landscape areas, shared driveways, and parking located on private property. A note to this effect shall be shown on the face of the final plat and PUD. Proposed Lots 9-13 east of the split rail fence's fifteen (15) foot non-disturbance setback shall be considered as open-space under the Homeowner Association's purview.
21. Before final plat & PUD submittal or approval is given, a draft Covenants, Conditions, and Restrictions (CC&Rs) enforced by a homeowner's association shall be submitted to PCED for review. If approved by PCED, the CC&Rs shall be recorded, recording number referenced on the face of the final plat & PUD that address including but not limited to:
 - A. Required regular inspection and maintenance of private infiltration system by a qualified geotechnical engineer professional; and,
 - B. The location & restrictions of the Native Growth Protection Easement (NGPE) located onsite; and,
 - C. The need for regular maintenance and repair of the split rail fence and shared access private driveways.
22. Development shall comply with the Mitigated Determination of Non-Significance (MDNS that was issued June 2, 2016, as follows:
 - A. Erosion control, dust control, and best management practices shall be employed during construction /development activities as required by both the Building and Public Works Departments (MDNS Condition #1).
 - B. Before construction activities commence, orange construction fencing and silt fencing shall be installed around the extents of clearing limits proposed. Only limited clearing by hand is permissible to install the fencing. Construction /silt fencing and clearing limits shall also be shown on the Large Parcel Stormwater & Water Quality Plan (MDNS Condition #2).
 - C. All required permits shall be secured before any construction activities begin onsite (MDNS Condition #3).
 - D. Before final plat and PUD submittal or approval is given, a Native Growth Protection Easement (NGPE) shall be established, recorded, shown, and referenced on the final plat and PUD that includes the wetland, the wetland's buffer, the geologically hazardous area, and the geologically hazardous area's buffer. The NGPE shall begin at the west edge of the fifteen (15) foot non-disturbance setback as measured from the top of slope and terminate at the eastern property line (MDNS Condition #4).
 - E. Within the Native Growth Protection Easement, vegetation or tree removal, topping, or trimming is strictly prohibited unless approved first by the City. The individual lot owner would need to submit an ISA certified arborist's report that states a tree is dead, diseased, dying, and a hazard to an adjacent property/use along with a geological hazardous area

critical area report to the City of Anacortes' Planning Department and Parks and Recreation Department for review and approval (MDNS Condition #5).

- F. Those trees designated for retention on the submitted Tree Assessment & Preservation Plan shall be protected before and during site development and construction through adherence to AMC § 16.50.100. Chain link fencing (or other sturdy construction fencing) shall be erected along the western edge of the NGPE and be at least six (6) feet outside of any adjacent trees' drip line. Before any site development [i.e., grading, clearing, etc.] or construction activities occur on the subject property the applicant shall contact the Department of Planning, Community, and Economic Development to arrange a tree fence inspection. Only limited clearing by hand in order to install the fence is allowed (MDNS Condition #6).
 - G. Prior to construction plan approval, the landowner /applicant shall obtain a National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharge as required by the State of Washington's Department of Ecology (MDNS Condition #7).
 - H. Before final plat & PUD submittal or approval is given, the top of slope shall be surveyed and shown accordingly on the face of the final plat. The final plat & PUD shall reflect that all structures are required to maintain a thirty (30) foot building setback as measured from the top of slope. Non-structural entities such as decks and patios are allowed within the thirty (30) foot setback provided they are outside of the fifteen (15) foot non-disturbance setback as measured from the top of slope. A note to this effect shall be on the face of the final plat & PUD (MDNS Condition #8).
 - I. Before final plat & PUD submittal or approval is given, the applicant shall install a split rail fence at the edge of the fifteen (15) foot non-disturbance setback as measured from the top of slope. Critical area signage shall be placed on the fence as approved by the Planning Department (MDNS Condition #9).
 - J. Prior to final plat & PUD submittal or approval, public road improvements shall be in place as required by the Public Works Department for both the City of Anacortes and Skagit County (MDNS Condition #10).
 - K. A legally enforceable agreement, which shall be recorded as a covenant and noted on the face of the plat and deed, and executed in a form satisfactory to the City of Anacortes' acknowledging that the site is located in a geologically hazard area; the risks associated with development of such site; and a waiver and release of any and all claims of the owner(s), their directors, employees, successors, or assigns against the City of Anacortes for any loss, damage or injury, whether direct or indirect, arising out of issuance of development permits for this proposal (MDNS Condition #11).
23. Development shall comply with the Public Works Department including but not limited to:
- A. A Large Parcel Storm Water Plan and Water Quality Control Plan consistent with City requirements shall be submitted by the applicant for review and approval by the

Planning\Building and Public Works Departments prior to any construction activities taking place on or off-site.

- B. Clearing activities may require a logging permit issued by the Department of Natural Resources prior to construction activities taking place on or off-site.
- C. All Public Easements shall be not less than 20-feet in width as identified in the Anacortes Municipal Code Section 16.20.090 – Easements. Any future encroachments into the easements by the adjacent properties shall be required to apply for an encroachment agreement (AMC 12.30) from the City of Anacortes Public Works Department.
- D. All public utility easements shall have vehicular access, including but not limited to: 1) A 12-foot minimum width access road (STR-12) with an approved all-weather surface asphalt road, or other approved Low Impact Development Best Management Practice design, 2) Meeting the minimum structural requirements (STR-15.2) for Access Road approved by the City of Anacortes.
- E. Prior to any clearing\fill\grade work beginning, construction civil plans consistent with the City of Anacortes Engineering Development Standards, including but not limited to, Clearing and Grading Plan, Erosion Control Plan, Site utility\Infrastructure improvements Plan, Roadway Improvements Plan, Signage Plan, Street Lighting Plan and other plans and\or information required by the City Planning\Building and Public Works Departments shall be submitted for review and approval.
- F. Street lighting is required per AMC 16.20.060. Street lighting shall be LED and shall limit glare and\or emission of light downward to the street and front yard areas. Street lighting will be installed per PSE Schedule 53, Option “B”. Lighting fixtures and design shall be approved by the Public Works Director. Shields may be necessary to reduce impacts to adjacent properties.
- G. Mailbox locations shall be reviewed and approved by the City of Anacortes Public Works Department and the U.S. Postal Service.
- H. Sanitation, recycling and compost collection will be at street side of each parcel serviced.
- I. Utilities, as identified in Anacortes Municipal Code 16.20.080 are required to be extended and to serve the development.
- J. Engineering and Inspection fees in the amount of \$500.00, plus 2% of the total estimated construction cost shall be due upon civil plan approval. No construction activity is allowed until the construction plans are approved, all fees have been paid and a preconstruction conference held.
- K. Prior to the final plat approval, all infrastructure improvements shall be completed as required by the City of Anacortes Public Works Director and a 2-year Maintenance Bond in place. The 2-year Maintenance Bond is 10% of the actual construction cost.

- L. Fire Hydrants are to be located as approved by the City of Anacortes Fire Chief. Fire flows shall be addressed in a manner acceptable to the Fire Chief and the City of Anacortes Public Works Department.
- M. Prior to final plat and PUD submittal or approval, this project is required to construct waterline improvements to provide for higher water pressure to the development. This includes, but is not limited to, the following:
 - 1. Designed to allow for future extension to the west and south of the intersection of Haddon Road and Whistle Lake Road.
 - 2. A PRV station is required and shall be designed and installed at a location that is approved is approved by the City of Anacortes Public Works Department.
 - 3. If the water pressure increases to or above 80 PSI, the developer shall be responsible to install all private pressure reducing valves on existing residential services.
- N. Storm water conveyance both on-site and off-site shall comply with City Storm drainage requirements.
- O. The developer shall provide suitable drainage facilities for any surface run-off affecting the subdivision, per Anacortes Municipal Code 16.20.070.
- P. Haddon Road Improvements shall include:
 - 1. At the east end of Haddon Road, there will be a full sized Cul-de-Sac, designed to City of Anacortes Standards.
 - 2. Haddon Road, east from Whistle Lake Road to the project's west edge will be widened to a width of 24-feet, per Skagit County Public Works Road Standard for "Rural Local Access Roadway Section ADT Under 251 Figure B-2".
 - 3. It may be necessary to narrow a portion of the roadway to avoid topographic constraints, such as large transmission power poles.
 - 4. A 28-foot wide paved road across the frontage of the proposed Planned Unit Development, with a minimum 25-foot road length transition to the west, and;
 - 5. A minimum 6-foot wide paved pedestrian path across the frontage of the proposed Planned Unit Development along the north side. Located 6-feet from the edge of the asphalt of Haddon Road, and;
 - 6. An offset 6-foot wide paved pedestrian path from the westerly edge of the proposed Planned Unit Development to the intersection of Whistle Lake Road with the exception of providing a five (5) foot wide pathway fronting 304 Haddon Road separated four (4) feet from the edge of road widening. A thickened asphalt edge shall be constructed adjacent to 304 Haddon Road to convey runoff waters to infiltration trenches, and;

If the pedestrian path is placed adjacent to the roadway, then an 8-foot wide pedestrian path is recommended; and

Curb and gutter shall be provided adjacent to the development on Haddon Road.

Q. Pedestrian Safety improvements along Whistle Lake Road, shall consist of the following:

1. Construct an offset 6-foot wide paved pedestrian path from the intersection of Haddon Road along the east side of Whistle Lake Road to the northerly property line extent of the City of Anacortes property where the existing water tank is located.
2. If the pedestrian path is placed adjacent to the roadway, then an 8-foot wide pedestrian path is recommended.

24. Development shall comply with Skagit County's Public Works Department including but not limited to:

- A. The new shared access driveways will need to obtain commercial access permits prior to construction. Access aprons shall be constructed to County standards.
- B. Electronic record drawings will be required for all the roadway improvements made to the County road and within the right-of-way.
- C. The lots that do not share access will need to get an access permit from Skagit County when they submit for a building permit for the residence. This item does not need to be completed prior to plat approval and is an informational comment. A note shall be added to the face of the final plat & PUD to reflect this.
- D. Haddon road will need to be widened to a 24 foot wide driving surface. A 28 foot wide hard surface will be required for the frontage of the property. The cul-de-sac will need to be improved to a 45 foot radius. A separated pedestrian path will need to be constructed per City of Anacortes requirements.
- E. A right-of-way permit will be required. Construction plans for the improvements shall be prepared by a civil engineer currently licensed in the State of Washington.
- F. The construction in the right-of-way will require certification by the engineer that all items have been built in concordance with the approved construction plans. See section 12 of the Skagit County Road Standards.

25. All lots must be to the R2 standards including and clarifying that no lot may be under 7,500 square feet

26. A 20 foot wide Native Growth Protection Area shall be established along the western and northern property lines of the subject parcel. Prior to final plat & PUD submittal, the applicant shall submit to PCED for review and approval an arborist report prepared by a certified arborist that evaluates tree health, condition, and viability. Those trees that need to be removed per the arborist report shall be replaced at a 1:1 ratio with similar native species indigenous to Western Washington. Within the Native Growth Protection Area, vegetation or tree removal, topping, or trimming is strictly prohibited unless approved first by the City. The individual lot owner would need to submit an ISA certified arborist's report that states a tree is dead, diseased, dying, and a hazard to an adjacent property/use along

with a geological hazardous area critical area report to the City of Anacortes' Planning Department and Parks and Recreation Department for review and approval. A note to this effect shall be shown on the face of the final plat & PUD.

INTRODUCED, PASSED, AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES on this 12th day of September 2016.

CITY OF ANACORTES, WASHINGTON

LAURIE M. GERE, MAYOR

Approved as to form and legality:

ATTEST:

Darcy Swetnam, WSBA# 40530
City Attorney

Steve D. Hoglund, City Clerk Treasurer

JUDICIAL APPEAL:

AMC § 17.08.090 - Notice of appeal of any final action taken under this title must be filed with the Superior Court and served on the city attorney for the city within twenty-one (21) days of the date on which such final action was taken. For purpose of appeals from decisions of the Anacortes City Council, the "date of final action" shall mean the date on which the city council entered its Findings of Fact, Conclusions of Law, and Decision.

EXHIBITS:

EXHIBIT NUMBER	NAME OF EXHIBIT:
Exhibit #1	Master Permit Application, Environmental Checklist, & Narrative
Exhibit #2	Assessor's Info & GIS Map
Exhibit #3	Neighborhood Meeting Letters
Exhibit #4	Notice of Application & Hearing with Optional SEPA DNS
Exhibit #5	Notice of Hearing Cancellation
Exhibit #6	Public Comments Received
Exhibit #7	Agency & Department Comments Received
Exhibit #8	Wetland Addendum & Report

EXHIBIT NUMBER	NAME OF EXHIBIT:
Exhibit #9	Tree Assessment & Preservation Plan
Exhibit #10	Geologically Hazardous Area Report
Exhibit #11	Third Party Review –MTC’s Geologically Hazardous Area Report
Exhibit #12	Third Party Review –Sewer Capacity
Exhibit #13	Cultural Resource Report
Exhibit #14	Traffic Impact Analysis
Exhibit #15	Landscape Plan
Exhibit #16	Open Space & Landscape Plan Exhibit
Exhibit #17	Drainage Plan
Exhibit #18	Issued SEPA MDNS
Exhibit #19	Civil Plans & Plat/PUD Map
Exhibit #20	City Hall Meeting & Informal Neighborhood Meeting Notes /Emails
Exhibit #21	Notice of Continuance of Meeting
Exhibit #22	Brian Allen’s 6-8-16 Presentation & Handout
Exhibit #23	Project Engineer (John Ravnik) 6-8-16 Presentation
Exhibit #24	Patrick O’Hearn’s 6-8-16 Presentation
Exhibit #25	Allen Rhoades’ 6-8-16 Presentation
Exhibit #26	Bud Anderson’s Comment –Hand delivered to hearing 6-8-16
Exhibit #27	Ross Barnes’ Email –Received 6-8-16 (after hearing)
Exhibit #28	Laurel Wright’s Email –Received 6-8-16 (after hearing)
Exhibit #29	Donald & Joyce Paradine’s Comment –Hand delivered to hearing 6-8-16
Exhibit #30	Cynthia Richardson’s 6-20-16 Email
Exhibit #31	Ross Barnes’ Letter (Received 6-22-16)
Exhibit #32	Lea Ann Easton of Dorsay & Easton, LLP Letter (Received 6-22-16)
Exhibit #33	Ryan Fox Letter (Received At 6-22-16 Hearing)
Exhibit #34	Allen Rhoades 6-22-16 Presentation
Exhibit #35	Gene Derig (Read Ross Barnes Letter at 6-22-16 Hearing)
Exhibit #36	Jeaneen Brogan Letter (Received at 6-22-16 Hearing)
Exhibit #37	Vernon Lauridsen Letter (Received at 6-22-16 Hearing)
Exhibit #38	Rebecca Bean’s Letter & Handout (Received at 6-22-16 Hearing)
Exhibit #39	Patricia Young’s Letter (Received at 6-22-16 Hearing)
Exhibit #40	Carol O’Hearn Letter (Received at 6-22-16 Hearing)
Exhibit #41	Patrick O’Hearn’s Letter (Received at 6-22-16 Hearing) & Presentation
Exhibit #42	Brian Allen’s 6-22-16 Presentation
Exhibit #43	John Ravnik’s 6-22-16 Presentation
Exhibit #44	Pam Allen’s Handout (Received at 6-22-16 Hearing)
Exhibit #45	Steve Nicol’s 6-22-16 Presentation
Exhibit #46	Cynthia Richardson & Curt Oppel’s Email
Exhibit #47	Ross Barnes’ Letter (Received 7-6-16)

EXHIBIT NUMBER	NAME OF EXHIBIT:
Exhibit #48	Emails Received 7-9-16
Exhibit #49	Rebecca Bean's Letter (Received at 7-13-16 Hearing)
Exhibit #50	Jeaneen Brogan's Letter (Received at 7-13-16 Hearing)
Exhibit #51	Vernon Lauridsen's Letter (Received at 7-13-16 Hearing)
Exhibit #52	Carol O'Hearn's Letter (Received at 7-13-16 Hearing)
Exhibit #53	Patrick O'Hearn's Letter & Presentation (Received at 7-13-16 Hearing)
Exhibit #54	Patricia Young's Letter & Video (Received at 7-13-16 Hearing)
Exhibit #55	John Ravnik's Overhead (Received at 7-13-16 Hearing)
Exhibit #56	Steve Nicol's Presentation (Received at 7-13-16 Hearing)
Exhibit #57	PCED & PWD's Presentation to the Planning Commission
Exhibit #58	Planning Commission's Recommendation of Approval to City Council
Exhibit #59	Planning Commission Open-Record Public Hearing Minutes 6-8-16, 6-22-16, & 7-13-16
Exhibit #60	Transcription of Planning Commission Hearing 6-8-16, 6-22-16, & 7-13-16
Exhibit #61	Appeals Received of Planning Commission Recommendation
Exhibit #62	Applicant /Landowner's Response to Appeal
Exhibit #63	Appellant's Reply to Applicant's Response
Exhibit #64	City Attorney's Letter to Appellants Setting Deadlines & Public Hearing Rules & Procedures
Exhibit #65	Parties of Record
Exhibit #66	List of Appellants
Exhibit #67	List of Neighboring Landowners used for Noticing
Exhibit #68	PCED & PWD's Presentation to City Council
Exhibit #69	Appellant Gene Derig 8-15-16 Presentation to City Council
Exhibit #70	Jeaneen Brogan 8-15-16 Letter to City Council
Exhibit #71	Patricia Young's 8-15-16 Video to City Council
Exhibit #72	Patrick O'Hearn's 8-15-16 Letter & Presentation to City Council
Exhibit #73	Applicant Brian Allen's 8-15-16 Presentation to City Council
Exhibit #74	Applicant Attorney Steve Nicol's 8-15-16 Presentation to City Council
Exhibit #75	Liz Lovelett's 8-22-16 Presentation
Exhibit #76	Steve Nicol's 8-22-16 Presentation
Exhibit #77	City Council's Appeal of Planning Commission's Recommendation Staff Report
Exhibit #78	City Council's Planning Commission Recommendation Staff Report
Exhibit #79	City Council Closed-Record Public Hearing Minutes 8-15-16, 8-22-16, 8-29-16
Exhibit #80	Transcription of City Council Closed-Record Public Hearing 8-15-16, 8-22-16, 8-29-16



City Council Agenda Bill

Meeting Date: 9/12/2016

Agenda Item: 7a

Subject: Planned Unit Development Moratorium and Proposed Work Plan, Resolution 1970 Reaffirming Ordinance 2986

Staff Contact: Libby Grage, Planning Manager

Approved for Submittal to Council by	
	Laurie Gere, Mayor
x	Don Measamer, PCED Director

Action Type	
	Ordinance No.
	Code Revision?
x	Resolution No. 1970
	Contract
x	Public Hearing
	Staff Report
x	Discussion

Summary Statement: On August 15, 2016 City Council adopted Ordinance 2986 establishing a moratorium on the receipt and processing of Planned Unit Development (PUD) applications. The ordinance required a public hearing be conducted on September 12, 2016. Attached is a work plan providing for the anticipated schedule for revisions to the PUD regulations, which would be developed concurrent with other zoning and development regulation updates as part of implementing the 2016 Comprehensive Plan. Staff recommends that City Council hold a public hearing and then adopt Resolution 1970.

Background: Per [RCW 36.70A.390](#), a county or city governing body that adopts a moratorium... without holding a public hearing on the proposed moratorium... shall hold a public hearing on the adopted moratorium... within at least sixty days of its adoption. A moratorium may be effective for not longer than six months, but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period.

Budget Impact	
Amount Budgeted	
Budget Account (BARS)	
Proposed Expenditure	
Budget Amendment Required?	
Revenue Source	

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: City Council adopted Ordinance 2980 on June 6, 2016 and Ordinance 2986 on August 15, 2016 establishing a moratorium on PUD applications.

Competing Viewpoints Considered: The purpose of the public hearing tonight is to accept public input regarding the moratorium and proposed work plan. Public input was also accepted at the June 6, 2016 Council meeting.

Recommended Motion: I move to adopt Resolution 1970 reaffirming Ordinance 2986 and confirming the 12 month duration of the moratorium contained therein concerning Planned Unit Development applications and adopting a work plan.

Alternative Actions: The Council could direct staff to make revisions to the proposed work plan.

Attachments (listed in order presented):

Draft Resolution 1970

Draft PUD code amendments work plan

Ordinance 2980

Ordinance 2986

A RESOLUTION REAFFIRMING ORDINANCE 2986 AND CONFIRMING THE 12 MONTH DURATION OF THE MORATORIUM CONTAINED THEREIN CONCERNING PLANNED UNIT DEVELOPMENT APPLICATIONS AND ADOPTING A WORK PLAN.

WHEREAS, the City Council of the City of Anacortes deems it necessary to prohibit the receipt and processing of new applications for Planned Unit Developments in the interest of protection of safety and health, and in the interest of providing time to evaluate the best alternatives for the community; and

WHEREAS, the City Council of the City of Anacortes expressed its support for a proposal to rewrite the City's development code, including the entirety of Titles 15, 16, 17, and parts of 18 and Chapter 16.40 on Planned Unit Developments is slated for rewrite in this process; and

WHEREAS, the City of Anacortes adopted Ordinance 2986 (the "Moratorium"), which established a moratorium on the receipt and processing of Planned Unit Development applications pursuant to Chapter 16.40 of the Anacortes Municipal Code on August 15, 2016 at a regular city council meeting; and

WHEREAS, RCW 36.70A.390 and RCW 35A.63.220 require cities to hold a public hearing within at least sixty (60) days of the adoption of such moratoria to develop a work plan; and

WHEREAS, the City Council held the public hearing on the work plan on September 12, 2016, less than sixty (60) days after the adoption of the Moratorium, and the proposed work plan is attached hereto; and

NOW THEREFORE, BE IT RESOLVED BY THE ANACORTES CITY COUNCIL:

1. Reaffirms Ordinance 2964 establishing a Moratorium on the receipt and processing of Planned Unit Development applications; and
2. Adopts the attached proposed work plan.

PASSED AND APPROVED by the City Council this 12th day of September, 2016.

CITY OF ANACORTES

Laurie Gere, Mayor

ATTEST:

Steve D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

By: _____
Darcy Swetnam, WSBA# 40530
City Attorney

Work Plan – Regulations for Planned Unit Developments Related to Ordinance #2986

It is anticipated that new Planned Unit Development regulations will be developed concurrently with the process to update the zoning and development regulations to implement the 2016 Comprehensive Plan.

	Task	Schedule
1.	Finalize professional services scope of work (PUDs to be included in MAKERS scope for zoning, development reg. updates)	September, 2016
2.	Joint PC/CC meeting to review work plan and preliminary approach	October, 2016
3.	MAKERS prepare preliminary concepts based on community input from Comp. Plan process	October 2016 – February 2017
4.	Public Open House to obtain feedback	January 2017
5.	Stakeholder Committee review; Planning Commission updates	February - April 2017
6.	Prepare full first draft code	February - May 2017
	Complete environmental review, notification to state agencies, public notice, etc. as required	May – June, 2017
7.	Planning Commission workshops and public hearing(s); recommendation to City Council	May – July 2017
8.	Extension of moratorium if needed	August 2017
9.	City Council review; public hearing; refine and adopt code	July – October 2017
10	Notification of state agencies and interested parties as required	October 2017

Please note that the adoption of permanent regulations may take up to twelve (12) months depending upon public comment, Planning Commission input and City Council review and adoption. RCW 36.70A.390 and RCW 35.A.63.220.

Ordinance No. 2986

An ORDINANCE ESTABLISHING A MORATORIUM on the receipt and processing of Planned Unit Development applications pursuant to Chapter 16.40 of the Anacortes Municipal Code.

Whereas the Anacortes Municipal Code Chapter 16.40 provides procedural rules for the receipt and processing of applications for Planned Unit Developments; and

Whereas the Anacortes City Council has approved a plan to rewrite the City's development code, including Titles 15, 16, 17 and parts of Title 18; and

Whereas the Anacortes City Council desires to preserve the status quo while the City pursues the development code update project until new development regulations are enacted;

Whereas the current code sections on Planned Unit Developments currently lack criteria for granting applications for Planned Unit Developments;

Whereas City Council desires to rewrite Chapter 16.40 of the Anacortes Municipal Code to clarify criteria and procedural rules for the Planned Unit Development process and applications prior to the expiration of this moratorium;

Whereas City Council desires to rewrite Chapter 17.44 of the Anacortes Municipal Code to update local zoning regulations in light of the updated Comprehensive Plan;

Whereas RCW 36.70A.390 authorizes the City to adopt a moratorium, interim zoning ordinance, or interim official control without notice and public hearing, provided that the City holds a public hearing within 60 days after the adoption of the moratorium, interim zoning ordinance, or interim official control and adopts findings of fact justifying the action;

Whereas an interim ordinance adopted under RCW 36.70A.390 may be effective for not longer than six months, but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period;

Whereas a moratorium is a recognized technique to avoid a rush for permits whenever a community decides to change its planning ordinances;

Whereas City Council passed Ordinance 2980 on June 6, 2016, which established a moratorium on the receipt and processing of Planned Unit Development applications pursuant to Chapter 16.40 of the Anacortes Municipal Code. The Moratorium required a public hearing no later than August 19, 2016 to develop a work plan. The City requires additional time to schedule the public hearing on the work plan.

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

Section 1. Findings of fact. The City Council of the City of Anacortes makes the following findings:

- A. The above recitals are adopted as findings of fact.
- B. On May 9, 2016, City Council expressed its support for a proposal to rewrite the City's development code, including the entirety of Titles 15, 16, 17, and parts of Title 18. Chapter 16.40 on Planned Unit Developments is slated for rewrite in this process.
- C. The City of Anacortes would benefit from having specific standards for Planned Unit Developments, but lacks those in its existing code.
- D. The City Council of the City of Anacortes deems it necessary to prohibit the receipt and processing of new applications for Planned Unit Developments in the interest of protection of public safety and health, and in the interest of providing time to evaluate the best alternatives for the community.
- E. This action is taken consistent with the State Environmental Policy Act provisions at WAC 197-11-880 regarding emergency actions.

Section 2. Moratorium.

- A. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, a temporary moratorium is hereby enacted in the City of Anacortes, prohibiting the receipt and processing of new applications for Planned Unit Developments under Chapters 16.40 and 17.44 of the Anacortes Municipal Code.
- B. Existing Applications. This ordinance does not apply to any uses legally established, permits issued, or complete applications vested, before the effective date of this ordinance.
- C. Pursuant to RCW 36.70A.106, this Ordinance will be transmitted by the Finance Director to the Washington State Department of Commerce as required by law. A duly advertised public hearing shall be conducted on or about September 12, 2016, but in no event later than sixty (60) days of the adoption of this ordinance.
- D. Should any portion hereof be found unlawful, unconstitutional or in any way nullified or overturned, the remainder hereof shall remain in full force and effect.
- E. Effective date and duration. This ordinance shall be effective on August 19, 2016. The moratorium established hereby shall terminate in sixty (60) days from the date of enactment if the City Council does not by such time hold a public hearing and adopt a work plan. The moratorium established hereby shall thereafter terminate six (6) months from the date of enactment unless duly extended.

Section 3. This ordinance shall take effect August 19, 2016.

PASSED and APPROVED this 15th day of August, 2016.

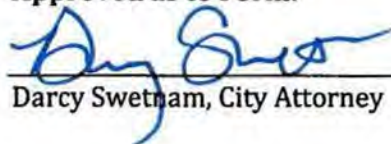
CITY OF ANACORTES:


Laurie Gere, Mayor

Attest:


Steve Hogg, City Clerk-Treasurer

Approved as to Form:


Darcy Swetham, City Attorney

Ordinance No. 2980

An ORDINANCE ESTABLISHING A MORATORIUM on the receipt and processing of Planned Unit Development applications pursuant to Chapter 16.40 of the Anacortes Municipal Code.

Whereas the Anacortes Municipal Code Chapter 16.40 provides procedural rules for the receipt and processing of applications for Planned Unit Developments; and

Whereas the Anacortes City Council has approved a plan to rewrite the City's development code, including Titles 15, 16, 17 and parts of Title 18; and

Whereas the Anacortes City Council desires to preserve the status quo while the City pursues the development code update project until new development regulations are enacted;

Whereas the current code sections on Planned Unit Developments currently lack criteria for granting applications for Planned Unit Developments;

Whereas City Council desires to rewrite Chapter 16.40 of the Anacortes Municipal Code to clarify criteria and procedural rules for the Planned Unit Development process and applications prior to the expiration of this moratorium;

Whereas City Council desires to rewrite Chapter 17.44 of the Anacortes Municipal Code to update local zoning regulations in light of the updated Comprehensive Plan;

Whereas RCW 36.70A.390 authorizes the City to adopt a moratorium, interim zoning ordinance, or interim official control without notice and public hearing, provided that the City holds a public hearing within 60 days after the adoption of the moratorium, interim zoning ordinance, or interim official control and adopts findings of fact justifying the action;

Whereas an interim ordinance adopted under RCW 36.70A.390 may be effective for not longer than six months, but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period;

Whereas a moratorium is a recognized technique to avoid a rush for permits whenever a community decides to change its planning ordinances;

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

Section 1. Findings of fact. The City Council of the City of Anacortes makes the following findings:

A. The above recitals are adopted as findings of fact.

B. On May 9, 2016, City Council expressed its support for a proposal to rewrite the City's development code, including the entirety of Titles 15, 16, 17, and parts of Title 18. Chapter 16.40 on Planned Unit Developments is slated for rewrite in this process.

C. The City of Anacortes would benefit from having specific standards for Planned Unit Developments, but lacks those in its existing code.

D. The City Council of the City of Anacortes deems it necessary to prohibit the receipt and processing of new applications for Planned Unit Developments in the interest of protection of public safety and health, and in the interest of providing time to evaluate the best alternatives for the community.

E. This action is taken consistent with the State Environmental Policy Act provisions at WAC 197-11-880 regarding emergency actions.

Section 2. Moratorium.

A. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, a temporary moratorium is hereby enacted in the City of Anacortes, prohibiting the receipt and processing of new applications for Planned Unit Developments under Chapters 16.40 and 17.44 of the Anacortes Municipal Code.

B. Existing Applications. This ordinance does not apply to any uses legally established, permits issued, or complete applications vested, before the effective date of this ordinance.

C. Pursuant to RCW 36.70A.106, this Ordinance will be transmitted by the Finance Director to the Washington State Department of Commerce as required by law. A duly advertised public hearing shall be conducted within sixty (60) days of the adoption of this ordinance, on or about August 1, 2016.

D. Should any portion hereof be found unlawful, unconstitutional or in any way nullified or overturned, the remainder hereof shall remain in full force and effect.

E. Effective date and duration. This ordinance shall be effective on June 20, 2016. The moratorium established hereby shall terminate in sixty (60) days from the date of enactment if the City Council does not by such time hold a public hearing and adopt a work plan. The moratorium established hereby shall thereafter terminate six (6) months from the date of enactment unless duly extended.

Section 3. This ordinance shall take effect June 20, 2016.

PASSED and APPROVED this 6 day of June, 2016.

CITY OF ANACORTES:



Laurie Gere, Mayor

Attest:



Steve Hoglund, City Clerk-Treasurer

Approved as to Form:



Darcy Swetnam, City Attorney

PUD WORK PLAN



PROPOSED RESOLUTION

BACKGROUND

- August 15: City Council adopted Ord 2986 adopting moratorium on PUD applications
 - Ord scheduled pub hearing on Sept 12
- RCW 36.70A.390 requires a public hearing w/in 60 days of moratorium to adopt work plan
- May extend moratorium up to 1 year if work plan adopted



CODE UPDATE PLAN

- City staff is working on a 2-year plan to update the code in response to Comp Plan and areas of need
- Code update broken down into 6 Packages:
 - Civil Enforcement and penalties
 - Permit Procedures
 - Stormwater, clearing and grading
 - Critical Areas
 - **Zoning and Development Regs**
 - Medical Marijuana
 - Miscellaneous sections (telecommunications, shorelines, EPFs, SEPA, historic properties)
- City is engaging Makers to help with Zoning and Development Regs – will include PUD Chapter

PROPOSED WORK PLAN

	Task	Schedule
1.	Finalize professional services scope of work (PUDs to be included in MAKERS scope for zoning, development reg. updates)	September, 2016
2.	Joint PC/CC meeting to review work plan and preliminary approach	October, 2016
3.	MAKERS prepare preliminary concepts based on community input from Comp. Plan process	October 2016 – February 2017
4.	Public Open House to obtain feedback	January 2017
5.	Stakeholder Committee review; Planning Commission updates	February - April 2017
6.	Prepare full first draft code	February - May 2017
	Complete environmental review, notification to state agencies, public notice, etc. as required	May – June, 2017
7.	Planning Commission workshops and public hearing(s); recommendation to City Council	May – July 2017
8.	Extension of moratorium if needed	August 2017
9.	City Council review; public hearing; refine and adopt code	July – October 2017
10.	Notification of state agencies and interested parties as required	October 2017

QUESTIONS?





City Council Agenda Bill

Meeting Date: 9/12/2016 **Agenda Item:** 8-b

Subject: South Commercial Avenue Murals and other Improvements, Arts Festival Contract

Staff Contact: Don Measamer

Approved for Submittal to Council by	
X	Laurie Gere, Mayor
	Steve Hoglund, Finance Director
	Darcy Swetnam, City Attorney
X	Don Measamer, Planning Director

Action Type	
	Ordinance No.
	Code Revision?
	Resolution No.
X	Contract
	Public Hearing
X	Staff Report

Summary Statement: The proposed contract with the Anacortes Arts Festival in the amount of \$30,000.00 includes the purchase, installation and maintenance of twelve pieces of public art to be placed on Commercial Avenue between 32nd street and 12th street. The proposed contract includes securing permission from private property owners as needed for placement on private property.

Background: The City Council allocated \$75,000, Bars Number 180.240.558.70.41, in the Planning Department 2016 Budget for South Commercial Beatification improvements. Over the past months city staff have been working with Council Member Lovelett to identify projects that would enhance the look of South Commercial Avenue. To date 10 planters, with flowers, have been purchased and placed in various locations along South Commercial, total cost of \$10,663.00. The next phase would be to purchase and install 12 pieces of public art, \$30,000.00. Council Member Lovelett and city staff have worked closely with The Arts Festival, Meredith McIlmoyle, to move forward with the Public Art purchase and installation. The Parks Department and Planning Department have also been working on completion of a pocket park in the exiting alley between Select Styling Salon and Penguin Coffee, alley between 22nd street and 21st street, on the east side of Commercial Avenue, please see attachment A. Completion of the pocket park is estimated at \$55,000.00. The remaining funds allocated for South Commercial in bars # 180.240.558.70.41 would be \$34,000.00. Completion of the pocket park will require additional funding in the amount of approximately \$21,000.00 to complete, perhaps more. This would most likely require a future budget amendment to complete the pocket park.

Budget Impact	
Amount Budgeted	See above
Budget Account (BARS)	180.240.558.70.41
Proposed Expenditure	\$30,000.00

Budget Amendment Required?	Not at this time
Revenue Source	

Contractor	Anacortes Arts Festival
Amount	\$30,000.00
Start Date	
End Date	

Previous Council/Committee Action: NA

Competing Viewpoints Considered: All

Recommended Motion: I move to approve the contract with the Anacortes Arts Festival in the amount of \$30,000.00

Alternative Actions: Deny the contract

Attachments (listed in order presented): Anacortes Arts Festival Contract, Attachment A, Pocket Park

Independent Contractor

Services Contract



THIS AGREEMENT is entered into and executed by and between the City of Anacortes, a Washington Municipal Corporation, (hereinafter "City"), and the Anacortes Arts Festival, an independent contractor in the business of promoting public art (hereinafter "Contractor"). The City wishes to promote arts within the City by providing funding to the Contractor to procure and maintain approved pieces of public art to be displayed along South Commercial Avenue between the intersections of 32nd Street and 12th Street in Anacortes. In consideration of the mutual promises, terms, conditions, and covenants herein, and the sufficiency of such consideration being hereby acknowledged, the parties agree as follows:

1. Services by Contractor:

- a. Contractor agrees to provide certain products and services to the City, as laid out in attached Exhibit A, 'Scope of Work', which by this reference is incorporated herein.
- b. All services will be rendered to the best of Contractor's ability and in a timely and professional manner in compliance with all standards and rules reasonably established by the City.
- c. Contractor will furnish labor, travel, office supplies, materials, cell phone use, and other services necessary to complete the Scope of Work for City, and City will provide the necessary information, data, and assistance required to accomplish the scope of work.

2. Payment:

- a. The City shall pay Contractor a sum not to exceed twenty five thousand dollars (\$25,000.00), and five thousand dollars, (\$5,000.00) as needed for maintenance, to be paid in monthly installments per invoice schedule.
- b. Contractor shall submit invoices monthly to the City that indicate scope of work benchmarks completed within the invoice time period.
- c. City shall pay invoices within 30 days of receipt in accordance with the City's claim payment procedures. City's obligation to pay the invoiced amount is contingent on Contractor demonstrating satisfactory completion of benchmarks and provision of all required reports.

- d. The City will provide no additional compensation, benefits or any other remuneration beyond the contract amount set forth immediately hereinabove.
- 3. Term: The initial term of this Agreement will commence on _____, 2016 and terminate on December 31, 2017. The parties may mutually agree in writing at least thirty (30) days prior to the end of the current term to renew this Agreement for an unlimited number of one-year renewal terms, which shall run January 1 through December 31 of any renewal year.
- 4. Independent Contractor:
 - a. Contractor is engaged as an independent contractor, and will be responsible for any federal or state taxes applicable to the payments under this agreement. Contractor will not be an employee of the City and shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. City will not be liable for any tax withholding, social security payments, state workers' compensation insurance, unemployment insurance, retirement system payments, or any other similar expenses normally payable on behalf of employees of the City. Contractor will comply with all federal, state and local laws applicable to the work under this agreement.
 - b. Contractor will not be directly supervised by any personnel at the City but will be expected to work closely with City staff to accomplish the Scope of Work herein.
 - c. Contractor hereby represents that it is fully qualified to perform the work laid out in the Scope of Work in a competent and professional manner, to the standards required by the City. Contractor represents that it is customarily engaged in an independently established business of the same nature as that involved in this Agreement.
 - d. Prior to performing work under this Agreement, Contractor shall provide the City a copy of its Business and Occupation License.
- 5. Title: Both parties hereby acknowledge that the City owns any art procured pursuant to this Agreement and will retain clear title to the pieces, regardless of the placement of art at various locations within the City. The Contractor will take any necessary actions to document the City's ownership of the artwork procured pursuant to this Agreement, including but not limited to the preparation of contracts with artists, bills of sales, etc. Once title to any piece is transferred to the City, the City shall provide all necessary insurance to protect the work from loss or damage. The parties further acknowledge the art is not a fixture nor will it

be considered a fixture on any building, regardless of the method of its affixation to any building.

6. Records: All records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the City for a period of three (3) years after final payment. Copies shall be made available to the City upon request.
7. Ownership of Work Product: All work, data, materials, reports, memoranda, and other documents developed under this Agreement, whether finished or not, shall become the property of the City, shall be forwarded to the City at its request and may be used by the City as it sees fit.
8. Discrimination and Compliance with laws:
 - a. Contractor agrees not to discriminate against any employee or volunteer or applicant for any position in performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational disqualification.
 - b. Contractor shall comply with all current federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
 - c. Violation of this Section shall be a material breach of this Agreement, and grounds for termination, cancellation, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.
9. General and Professional Liability Insurance: The Consultant shall secure and maintain in full force and effect during performance of any on-site work pursuant to this Agreement a policy of comprehensive general liability insurance providing coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for personal injury; \$1,000,000 per occurrence and aggregate for property damage; and professional liability insurance in the amount of \$1,000,000. The City shall be named as an additional insured on the General Liability Policy and shall include a provision prohibiting cancellation of said policy, except upon thirty (30) days written notice to the City. Certificates of coverage shall be delivered to the City within fifteen (15) days of execution of this Agreement. Certificates of coverage shall be obtained in accordance with this provision by Consultant's sub Consultants, first-tier and lower tier, who may contemplate working on City premise.
 - a. Minimum scope of insurance that shall be maintained by the Consultant is as follows;

- i. Commercial General Liability insurance shall be written on ISO occurrence from CG 00 01 and shall cover liability arising from premises, operations, independent Consultants and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
 - ii. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- b. The Consultant shall maintain insurance limits no lower than the minimum limits listed below:
 - i. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.
- c. Other Insurance Provisions
 - i. The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial Liability insurance:
 - 1. The Consultant's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
 - 2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- d. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- e. Verification of Coverage: Consultant shall furnish the City with original certificates and a copy of the amendatory endorsement, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

10. Defense and Indemnity Agreement:

- a. Consultant shall defend, indemnify and hold the City, its officers, officials, and employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

- b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Clause shall survive the expiration or termination of this Agreement.
11. Attorney Fees: If suit, action, or arbitration is brought either directly or indirectly to enforce the terms of this agreement, the prevailing party shall recover, and the losing party hereby agrees to pay, reasonable attorney's fees incurred in such a proceeding, in the trial and appellate courts, as well as costs and disbursements ordered by a court of competent jurisdiction.
12. Termination: Either party may terminate this agreement for any reason upon thirty (30) days written notice to the other party. If the agreement is terminated, Contractor will provide City with all work products completed and a statement of account showing all expenses and fees paid to that time, and an itemizing of all work performed. If work performed exceeds fees paid to date, City will pay Contractor a prorated portion of the monthly fee. If fees paid exceed work performed to date, Contractor shall return unearned fees to City.
13. Amendment: This agreement may be amended by mutual written agreement of all parties.
14. Scope of Agreement: This Agreement incorporates all the agreements, covenants, and understandings between the parties. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement or written amendment hereto.
15. Assignability: This Agreement is not Assignable by either party, without prior written consent of the other party.
16. No Third Party Beneficiaries: This Agreement is not intended nor does it create any third party beneficiary or other rights in any third person or party, including,

but not limited to, the general public, the Artist, or any agent, contractor, subcontractor, consultant, employee, volunteer, or representative of any party.

17. Severability: If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

18. Notices: Any notices given in connection with this Agreement shall be given in writing and shall be delivered either by hand or by registered or certified mail, return receipt requested, to the Contract Manager for each party at the address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

a. Contract Manager for the Anacortes Arts Festival is:

Meredith McIlmoyle, Director
505 "O" Avenue
Anacortes, Washington 98221

b. Contract Manager for the City is:

Don Measamer, Planning Director
904 6th Street
Anacortes, Washington 98221

19. Choice of Law/Venue: Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of Washington. Venue for any court proceeding arising under or related to this Agreement shall be in Skagit County Superior Court.

20. Non-exclusive Agreement: This Agreement shall not prevent the City from entering into a contract with another person or entity for similar services.

21. Non-waiver: Any failure by the City to enforce strict performance of any provision of this Agreement will not constitute a waiver of the City's right to subsequently enforce such provision or any other provision of this Agreement.

For City of Anacortes

Laurie Gere

By: _____ Title: Mayor, City of Anacortes Date: _____

For CONTRACTOR

ADDRESS

CITY

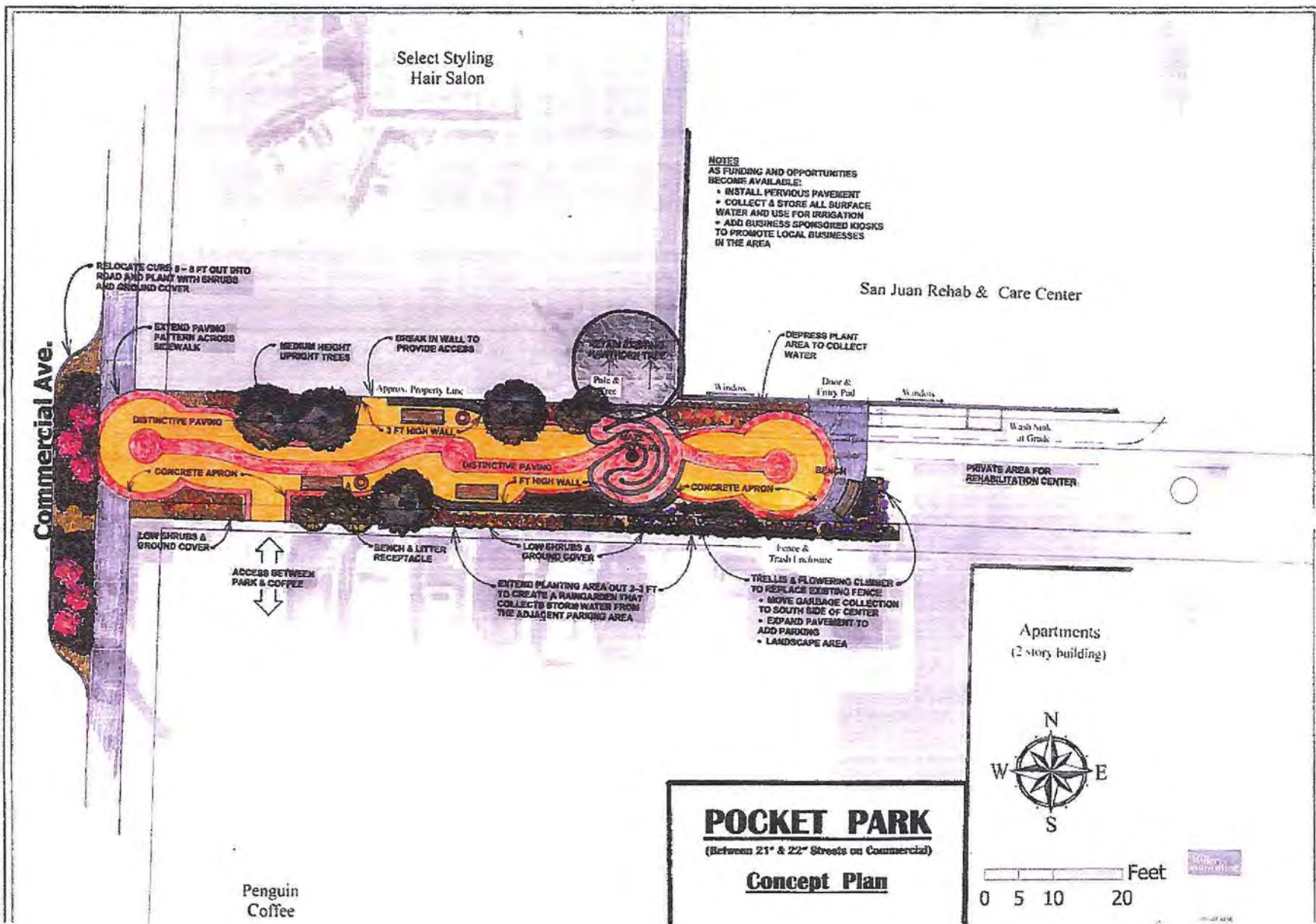
PHONE

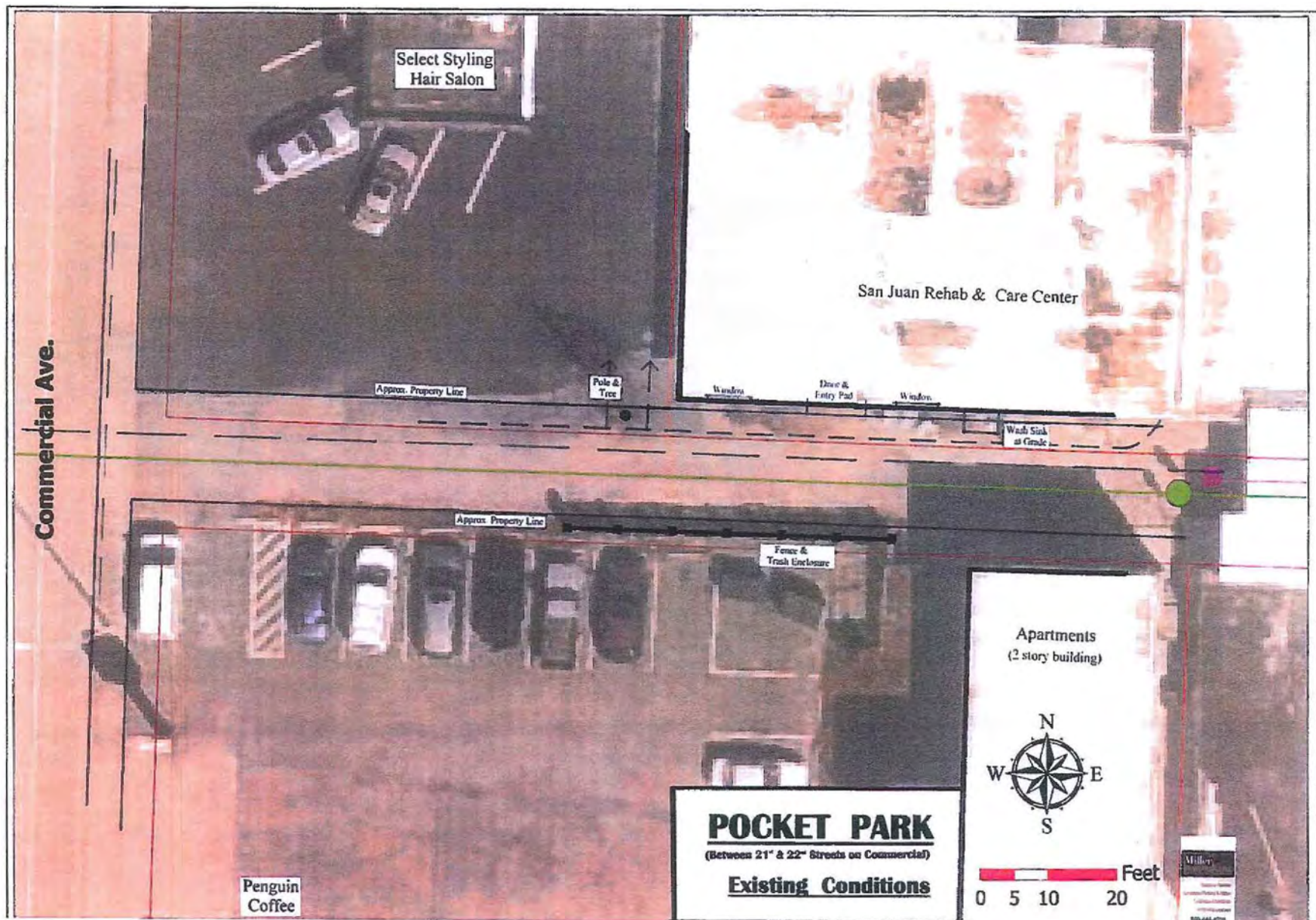
By: _____ Title: Contractor Date: _____

EXHIBIT A: SCOPE OF WORK – TITLE

1. Contractor will procure and locate no less than twelve (12) pieces of public art to promote beautification of the South Commercial Corridor area on Commercial Avenue between 32nd Street and 12th Street. All art pieces shall become property of the City.
2. Contractor will be responsible for all phases of the procurement process, including but not limited to calls to artists, art selection, installation, and maintenance.
3. Once Contractor has selected art pieces, Contractor will present the work, including all design information to the Mayor for final approval. Contractor will not proceed with procurement of any art pieces rejected by the Mayor.
4. Contractor will take any and all necessary action to obtain permission and any required agreements with property owners on whose property any of the art pieces are to be located.
5. If any art pieces are to be located on City property or in public right of way, the City will cooperate fully in efficiently and safely locating the pieces.
6. Contractor will make every reasonable effort to ensure that public art is distributed evenly throughout the South Commercial Corridor area.
7. Contractor will select artists and pieces that embody the City's character.
8. Contractor will not select or install any art pieces that include obscene or offensive images, text, or content.
9. Contractor will maintain all public art pieces based on industry standard maintenance and repair practices for the medium and location. Maintenance will include but not be limited to routine inspection and care for artwork, such as cleaning and applying protective surface coatings as needed. Reasonable effort will be made to return artwork to its original condition and integrity when required due to flaws, aging, damage, or vandalism. For a period through December 31, 2017 as needed.

Attachment A





INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT (the "AGREEMENT") is made and entered into effective the ____ day of _____, between City of Anacortes ("CITY) and Northwest Open Access Network ("NOANET") to facilitate the implementation of a broadband access service for the local government network in the Anacortes area and to enhance the availability of institutions, private businesses and residents (herein referred to as the "PROJECT"). The CITY and NOANET are sometimes referred to in this Agreement as the "PARTIES".

RECITALS

WHEREAS, The Washington Interlocal Cooperation Act RCW 39.34 permits public entities to cooperate with one another on the basis of mutual advantage to make the most efficient use of their powers, thereby providing services and facilities in a manner that accords best with geographic, economic, population, and other factors influencing the needs and development of local communities. Under the Act, public agencies may enter into agreements with one another for joint or cooperative action; and

WHEREAS, the PARTIES are public agencies as defined in RCW 39.34.020(1) that recognize the need to provide for the PROJECT to improve the communications capability of the PARTIES and to provide for improved access to broadband data transmission and enhance community economic development in Skagit County; and

WHEREAS, the CITY is responsible for various local governmental-related functions, including, among others, information technology, telecommunications, public services, utilities and public administration and cooperation with other agencies regarding the same; and

WHEREAS, the CITY wishes to obtain services from NOANET for CITY operations, including, without limitation, broadband network design, planning and construction, and to assist in network transport and related activities; and

WHEREAS, NOANET wishes to utilize the CITY facilities and services to provide the CITY with the services it wishes to obtain from NOANET and for other purposes permitted by law. NOANET is willing to provide the desired services and to operate and maintain certain of the CITY facilities in consideration for and in cooperation with services and access to CITY infrastructure as set forth in Exhibit A to this Agreement.

WHEREAS, NOANET is willing to provide the CITY with access to and use of the NOANET network design, planning and construction capabilities as well as use of the NOANET Network Operations Center (NOC) for monitoring and maintaining a broadband network within the Anacortes as described in Exhibit A to this Agreement.

Now, therefore, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

AGREEMENT

1. PURPOSE AND SCOPE

The purpose and scope of this Agreement is to specify the terms and conditions under which the CITY and NOANET will undertake the PROJECT. The locations, equipment, and other details are further described in Exhibit A to this Agreement.

2. CITY OF ANACORTES OBLIGATIONS

The CITY hereby agrees to provide NOANET a non-exclusive franchise agreement as set forth in the Franchise agreement dated -----. The CITY further agrees to provide NOANET adequate collocation facilities in their future Library Data Center in order to establish networking interconnection services to the CITY. The CITY agrees to provide interconnection points of existing facilities if available to NOANET in order to accomplish broadband connectivity for incoming and outgoing telecommunications services.

3. NOANET's OBLIGATIONS

NOANET agrees to provide planning and design services as well as actual network construction management as set forth in Exhibit A. NOANET agrees to maintain and operate the facilities set forth in the Exhibit A for the period of time required to execute the Scope of Work described in Exhibit A. NOANET understands the CITY may elect to have NOANET operate and maintain the Facilities and Services for a longer period of time than the initial planning, design, and construction period outlined in Exhibit A, in which case the additional Exhibits will be mutually agreed upon by both PARTIES and added as new Exhibits to the AGREEMENT. Both PARTIES understand that technologies and facilities necessary to deliver the services set forth in Exhibit A change over time due to circumstances outside of either parties control and that said services may not be technically feasible, appropriate or desired at a later point in time.

4. PROPERTY OWNERSHIP AND DISPOSITION

The PARTIES shall retain their respective ownership of all of their properties. This Agreement does not contemplate joint ownership of property and, therefore, does not contain provisions regarding disposition of property owned by either Party.

5. COMPENSATION

As compensation for the services provided pursuant to paragraph 3, the City agrees to reimburse NoaNet for any and all expenses associate with Exhibit A and any additional exhibits included during the term of this agreement.

6. TERM

The initial term of the Agreement shall be for a period of five (5) years from and after the Effective Date. Either Party shall have the option to renew this Agreement for an additional twelve (12) months following the initial term by giving written notice of its election to do so. Such notification shall be in writing and delivered to the other Party at least sixty (60) days prior to the expiration of the initial term.

7. TERMINATION DUE TO CHANGE IN FACILITIES OR FUNDING

If the facilities or funds upon which either Party relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such facilities or

funding, either Party may terminate this Agreement by providing at least thirty (30) calendar days written notice to the other Party. The termination shall be effective on the date specified in the notice of termination.

Either party may terminate this Agreement by providing thirty (30) calendar days written notice sent by First Class mail to the addresses listed in the parties section. If either Party fails to comply with the terms and conditions of this Agreement, the other Party may pursue such remedies as are legally available, including, but not limited to, the immediate termination of this Agreement. Exhibits will survive termination of the Agreement.

8. AUTHORIZATION AND LIMITATIONS ON USE

8.1 Noninterference/Hazardous Materials. Except as expressly authorized by applicable laws or this Agreement, each Party covenants and agrees:

8.2 It shall not interfere in any manner with the other Party's operations, communications equipment, or other facilities, including easements and rights-of-way.

8.3 It shall not do or permit anything to be done in, on or about the CITY Facilities, the other's property or premises, if any, nor bring or keep or permit to be brought or kept therein, any hazardous materials.

8.4 Compliance with Laws. Each Party shall comply with all applicable laws and regulations in the exercise and performance of its rights and obligations under this Agreement.

9. FIBER OPTIC EQUIPMENT AND FACILITIES

9.1 No Representations or Warranties. EACH PARTY MAKES NO REPRESENTATIONS, WARRANTIES, COVENANTS OR ASSURANCES: (1) WITH RESPECT TO THE DESIGN, CONSTRUCTION, DURABILITY, SUITABILITY OR RELIABILITY OF THE EQUIPMENT OR FACILITIES, OR ANY PART THEREOF, WHETHER EXPRESS OR IMPLIED, AND EACH PARTY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (2) WITH RESPECT TO THE NATURE OR ACCURACY OF THE DESCRIPTION, LOCATION OR MEASUREMENT OF THE EQUIPMENT OR FACILITIES, OR ANY PART THEREOF; (4) WITH RESPECT TO INTERRUPTION OR CONTINUATION OF THE FACILITIES AND/OR OTHER SERVICES.

9.2 Unauthorized Access/Breach. Except as provided in this Agreement, each Party is prohibited from accessing, directly or indirectly, the other Party's equipment or facilities, or any part thereof. Any unauthorized access by either Party of the other Party's equipment or facilities, or any part thereof, shall constitute a material breach of this Agreement and a default by the unauthorized Party under Section 13.1 of this Agreement.

9.3 Approval of Design and Interconnection Specifications. Each Party shall provide, as reasonably requested, information relating to the proposed design and/or installation specifications prior to modifying or making any connection to the CITY Facilities or associated equipment or facilities.

9.4 Installation. Both Parties shall mutually agree to a work schedule during which the

interconnections for the fiber optic equipment or facilities can be made. Each Party shall timely complete all such work within the agreed upon schedule.

9.5 Cooperation and Coordination. Each Party shall cooperate with the other concerning the timing, method or placement of its construction, installation and testing activities.

10. ALTERATIONS, MAINTENANCE AND REPAIRS

10.1 Scheduling/Notice. Except as set forth in Section 7.2, each Party, at its sole cost and expense, may schedule and perform or cause to be performed scheduled alterations, maintenance and repairs on its own fiber optic equipment or facilities, or any part thereof, at the times and in the manner as may be established by the respective owner. The Party scheduling work shall provide two weeks prior written notice to other Party identifying the time, location, and nature of each scheduled alteration or maintenance and repair job for performance thereof which reasonably presents a substantial risk of damage to the other Party's property or creates a substantial likelihood of an interruption of fiber optic equipment or facilities. If fiber optic equipment or facilities include redundant fiber pathways, work will be scheduled to include no more than one pathway at any given time.

10.1.1 Each Party shall furnish on a continuing basis the current name, title, telephone number, and personal communications device number (including facsimile transmission number, cellular telephone number and paging device number), if any, of any representative who shall be kept informed of maintenance schedules. Currently, the designated points of contact are as follows:

CITY

Name: Fred Buckenmeyer
Title: Public Works Director
Telephone Number: 360.293.1919
Cell Number: 360.661.3662
Email: fredb@cityofanacortes.org

NOANET

Name: Chris Walker
Title: Telecommunications OSP Director
Telephone Number: (509) 456-3619
Network Operations Center: (866) 662-6380 support@noanet.net
Email: cwalker@noanet.net

11. FORCE MAJEURE

11.1 As used in this Agreement, the term "Force Majeure" means acts of God (including but not limited to, earthquakes, fires, floods, windstorms, landslides, and ice storms); strikes, lockouts, or other labor disputes; acts of public enemy; acts of vandalism, wars, terrorism, riots, and insurrection; epidemics; civil disturbances; explosions; train derailments; breakdown or failure of machinery or facilities (excluding the cable and cable accessories); accidents to machinery or equipment (excluding the cable and cable accessories), and delay in delivery of equipment, to the extent such occurrences are beyond the reasonable control of the Parties; and any other event, cause, or condition beyond the Party's reasonable control, which, by the

exercise of reasonable diligence, prevents the Party claiming Force Majeure from performing its obligations under this Agreement.

11.2 If either Party is unable to carry out its obligations under this agreement as a result of an event, cause, or condition of Force Majeure, the Party claiming Force Majeure shall give notice and full particulars of such Force Majeure in writing to the other Party within five (5) calendar days of the beginning of the occurrence of the Force Majeure event, cause, or condition. Any obligations that such Party is unable to perform due to an event, cause, or condition of Force Majeure shall be suspended during the continuance of such event of Force Majeure. The Party claiming Force Majeure shall use reasonable efforts to remedy and minimize the effects of such event of Force Majeure with all reasonable dispatch.

11.3 Neither Party shall be liable, or be considered to be in material breach or default, under this Agreement on account of any delay in or failure of performance due to Force Majeure unless specifically stated in this Agreement.

11.4 If Force Majeure prevents restoration within one (1) year from the event of such Force Majeure, then either Party shall have the option to terminate this Agreement.

12. INDEMNITY

12.1 Indemnity, Hold Harmless and Duty to Defend. Subject to the limitation of liability provisions set forth in Section 14, each Party shall, at its sole expense, indemnify, defend, save, and hold harmless the other Party, its officers, agents, members, and employees from all actual or potential claims or losses, including costs and attorneys' fees at trial and on appeal, and damages or claims for damages to property or persons, suffered by anyone whomsoever to the extent caused by any negligent or willful act of or omission of the indemnifying Party or its subcontractors, excluding damages caused by the negligence of the indemnified Party, its officers, agents, or employees.

This indemnification includes, without limitation, any liability for injury to the person or property of either Party, its agents, officers, employees or invitees. Both Parties specifically waive any immunity provided by Title 51 RCW, Washington's Industrial Insurance Act. The provisions of this section shall survive the expiration or termination of this Agreement.

THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

13. WARRANTIES

13.1 AS IS, NO WARRANTY. BOTH PARTIES ACKNOWLEDGE THEY ARE FAMILIAR WITH THE FIBER OPTIC FACILITIES AND EQUIPMENT AND HAVE INVESTIGATED SAME. THEY ACKNOWLEDGE AND AGREE THAT THEY ARE RELYING SOLELY ON THEIR INSPECTION AND INVESTIGATION OF THE FIBER OPTIC FACILITIES AND EQUIPMENT, AND ACCEPT THE FIBER OPTIC FACILITIES AND EQUIPMENT "AS IS, WHERE IS" IN ITS PRESENT CONDITION WITH NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, MADE BY EITHER PARTY OR ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF EITHER PARTY WITH RESPECT TO THE PHYSICAL CONDITION OF THE FIBER OPTIC FACILITIES AND EQUIPMENT. EACH PARTY SHALL HAVE DETERMINED PRIOR TO ENTRY INTO THIS AGREEMENT, THAT THE FIBER OPTIC FACILITIES AND EQUIPMENT CAN BE USED FOR THE INTENDED PURPOSES. BOTH PARTIES ACKNOWLEDGE AND AGREE THAT NEITHER PARTY, NOR ANY EMPLOYEE,

AGENT OR REPRESENTATIVE, HAS MADE, AND DOES NOT MAKE, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SUITABILITY FOR COMMERCIAL PURPOSES, MERCHANTABILITY, POTENTIAL USE OF THE FIBER OPTIC FACILITIES AND EQUIPMENT, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INTERRUPTABILITY OF THE FIBER OPTIC SERVICES, ALL OF WHICH WARRANTIES EACH PARTY HEREBY EXPRESSLY DISCLAIMS.

14. ASSIGNMENT

This Agreement cannot be assigned, transferred utilized or any portion subcontracted by CITY, hereto without the prior written consent of NOANET, which shall not unreasonably be withheld.

15. WAIVER

The consent by CITY or NOANET to any act by the other shall not be deemed to imply consent or to constitute the waiver of a breach of any provision hereof or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the Parties in the administration of any part of the provisions hereof be construed to waive or lessen the right of a Party to insist upon the performance by the other Party in strict accordance with the provisions hereof.

16. DEFAULT AND REMEDIES FOR DEFAULT

16.1 Breach. This Agreement may be terminated upon the occurrence of a material breach of this Agreement and a default under this Agreement. If the Party in breach fails to cure the breach within thirty (30) days or such longer period of time as is provided below, after receipt of notice thereof from the non-breaching Party, or, when the cure reasonably requires more than thirty (30) days, the breaching Party fails to commence the cure within such thirty (30) days and thereafter diligently and continuously prosecute such cure to completion, such action or inaction shall constitute a material breach and default under this Agreement.

16.2 Remedies Not Exclusive. **Subject to Section 14.2**. In the event of a material breach and default under this Agreement, termination is not the exclusive remedy. Any and all other remedies available of law or equity are expressly preserved.

17. LIMITATION OF LIABILITY

17.1 THE PARTIES SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, LIQUIDATED, OR SPECIAL DAMAGES OR LOST REVENUE OR LOST PROFITS ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OR NONPERFORMANCE OF ANY PROVISION OF THIS AGREEMENT.

17.2 SUBJECT TO SECTION 15, EACH PARTY'S TOTAL LIABILITY FOR ANY CLAIMS OR DEMANDS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY THE OTHER PARTY PURSUANT TO THIS AGREEMENT.

18. NOTICE

Except as may otherwise be provided herein, any notices, except service of process and notice of emergency which may be given personally, telephonically, by e-mail or facsimile, shall be effective if personally served upon the other Party or if mailed by registered or certified mail, return receipt requested, to the following addresses:

City of Anacortes, 904 6th Street, Anacortes, WA 98221

NoaNet, 5802 Overlook Ave NE, Tacoma, WA 98422

Notices mailed shall be deemed given on the date of mailing. The Parties shall notify each other in writing of any change of address.

19. DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement, it shall be resolved as follows: Each Party shall appoint a member to a disputes board. These two members shall then select a third member not affiliated with CITY or NOANET. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with the aforesaid process is a prerequisite to filing of any litigation concerning the dispute. The Parties shall share equally in the cost of the third disputes board member.

20. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington. The parties consent to the personal jurisdiction of the courts of the State of Washington so that any litigation concerning or arising out of this Agreement shall be brought in Washington. The venue of any such legal action shall be King County Superior Court of the State of Washington.

21. ATTORNEYS' FEES AND COSTS

In the event of litigation regarding any of the terms of this Agreement, the substantially prevailing Party shall be entitled, in addition to other relief, to such reasonable attorneys' fees and costs as determined by the court.

22. MUTUAL NEGOTIATION AND CONSTRUCTION

22.1 Mutual Negotiation and Construction. This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.

22.2 Headings. The captions and section headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any section.

23. ENTIRE AGREEMENT; AMENDMENTS

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings among the Parties with respect thereto. This Agreement may be amended only by an agreement in writing signed by the Parties.

23. SEVERABILITY

Should any part, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected, and the same shall continue in full force and effect.

24. NO THIRD PARTY RIGHTS

This Agreement shall not be construed to create rights in or grant remedies to any third Party as a beneficiary of this Agreement.

25. TAXES

Each Party shall be responsible for its own federal, state and local taxes, assessments, fees, surcharges and other financial impositions.

26. COMPLIANCE WITH LAWS

Each Party hereto, in its performance of this Agreement, agrees to comply with all applicable local, State, and Federal laws and ordinances.

27. RELATIONSHIP OF THE PARTIES

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the PARTIES, or to impose any partnership obligations or liability upon either Party. No agent, employee or representative of CITY shall be deemed to be an agent, employee, or representative of NOANET for any purpose. No agent, employee or representative for NOANET shall be deemed to be an agent, employee or representative of CITY for any purpose.

28. CONFIDENTIALITY

Each Party shall treat all information made available or disclosed to, or developed or obtained by, it as the result of or related to this Agreement ("Confidential Information") as confidential, and shall not disclose or use Confidential Information for the benefit of any person other than the disclosing Party, provided however, that the Party receiving the Confidential Information shall have no obligation with respect to that portion of Confidential Information which is disclosed by the disclosing Party to others without any restriction on use or disclosure, or which must be disclosed to others under law. If the receiving Party receives a request for Confidential Information from a third party, the receiving Party shall promptly notify the disclosing Party in writing of such request, and if the receiving Party in good faith believes it is obligated to disclose the requested Confidential Information, the disclosing Party shall be given the opportunity to seek judicial or other protection of such Confidential Information within 48 hours of notice to the Party, with the cooperation of the receiving Party.

29. SURVIVABILITY

All provisions of this Agreement regarding indemnification, representations, warranties, confidentiality, and any other provisions that by their nature are intended to survive termination of this Agreement shall survive after its termination or expiration.

30. AUTHORIZATION

Each Party hereby represents and warrants to the other that it is duly authorized to enter into and carry out the terms of this Agreement.

31. COUNTERPARTS

This Agreement may be executed in counterparts, which together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

City of Anacortes

Northwest Open Access Network

By: _____
Chair, City Council

By: _____
Greg Marney
Chief Executive Officer, NoaNet

Draft



Scope of Work and Project Schedule

City of Anacortes

**OSP Fiber Design, Engineering and Construction
Management Services**

**Network Electronics Design, Engineering, and
Implementation**

PHASE ONE

**Professional Services Provider
NoaNet**

Northwest Open Access Network
5802 Overlook Ave
Tacoma, WA



OVERVIEW	3
OVERALL PROJECT MANAGEMENT	3
DESIGN/STAKING/MAKE READY DATA COLLECTION	3
POLE ATTACHMENT/MAKE READY	4
PUBLIC ROW PERMITS.....	4
OUTSIDE PLANT PLANS & SPECIFICATIONS, BID EVALUATION	4
CONSTRUCTION PHASE SERVICES	5
NETWORK DESIGN AND ENGINEERING, BID EVALUATION	7
NETWORK IMPLEMENTATION, TEST AND TURN UP.....	7
CONTRACT CLOSEOUT, CONSTRUCTION ‘AS-BUILT’ RECORDS	7
PROJECT REQUIREMENTS AND ASSUMPTIONS:.....	8
SERVICE PRICING	9
INVOICES AND PROGRESS REPORTS.....	10
CHANGES IN STATEMENT OF WORK.....	10
PRIORITY OF CONTRACT DOCUMENTS.....	11
WORK PRODUCT AND DELIVERABLES	11
TERMINATION.....	11
ACCEPTANCE OF STATEMENT OF WORK.....	12
SCHEDULE A – HOURLY RATE SCHEDULE	13



OVERVIEW

NoaNet is pleased to present this Engineering Services Statement of Work (SOW) to the City of Anacortes (COA). This SOW describes the engineering tasks proposed to assist COA with the design and implementation of its OSP fiber construction project and network implementation. This Scope of Work understands there are three components of this project, (a) an aerial and underground distribution network designed to provide fiber connectivity to water pump stations within the general area of down town and as depicted in Exhibit A; (b) a design and installation of an in-pipe conduit and fiber system in the water main facility owned by the city between Mt. Vernon and Anacortes, and (c) an aerial and underground distribution network designed to provide fiber connectivity to water pump stations in the out areas of the city as depicted in Exhibit B. For the purpose of this Scope of Work, the proposal includes the estimated requirements to complete the first narrative of the project and shall be called Phase 1.

OVERALL PROJECT MANAGEMENT

- Your assigned Project Manager (PM) assists with a careful review of your expectations to provide the framework for development and monitoring of the Project Scope.
- Project Document Archives are an important communications vehicle during project execution and also serve as a valuable reference once a project is closed. Your PM will establish a project document management storage area and processes to meet your data retention requirements.
- PM will work with Project Team to develop a realistic budget and schedule using Microsoft Excel, Visio and any other applicable software as tools to facilitate this process.
- NOANET will schedule weekly progress meetings and transition to bi-weekly when the project allows. The purpose of the meetings will be to ensure positive progress and address items requiring attention. NOANET will also schedule other meetings as deemed necessary by the project team.
- During Project Execution, the project manager collects documents and analyzes work performance information and creates performance reports.

DESIGN/STAKING/MAKE READY DATA COLLECTION

- NOANET will create shape file land-base maps for posting routing, cable sizes, and placement methods for the COA new build areas.
- The routing will be submitted to COA for staff review, revisions, and client approval;



- Upon confirmation of site locations, NOANET will perform field staking. NOANET proposes to stake mainline cable, proposed drops, and complete building entrance drawings, as required;
- During staking of aerial routes make ready data, pole locations and attachment height, will be collected for later use in preparing pole attachment/make ready documents;
- Following staking, NOANET will review the drawings with COA. Upon approval, NOANET will prepare the construction unit tabulation and subsequent fiber sizing and assignments;
- The final “as staked” design will be jointly reviewed, revised and accepted by NOANET and COA prior to Plans & Specifications development.

POLE ATTACHMENT/MAKE READY

Make Ready services to be completed shall include:

- Survey and Data Collection of Selected Route Pole Stock
- Utility Contact and Engagement
- Preparation of Pole Attachment Application(s)
- Submittal of Pole Attachment Applications for Processing and Delivery to Utilities
- Application Tracking and Follow Up
- Utility Walk Out and Guidance for Maximum Reduction of Costs and/or Improvement of Build Schedule
- Review of Utility Make Ready Estimates for Accuracy

PUBLIC ROW PERMITS

- NOANET is not required to perform this function for this project as it is assumed the ROW permit process will be handled internal with the COA public works department. If in the event a Washington State Department permit is required, costs for this section will be separately priced.
- Assistance with any excluded service can be provided by NOANET on a time and materials basis.

OUTSIDE PLANT PLANS & SPECIFICATIONS, BID EVALUATION

- In conjunction with NoaNet's OSP plans and specifications, NOANET will incorporate COA's requirements for its OSP construction in the NoaNet plans and specifications.
- In conjunction with NoaNet's OSP project, NOANET will conduct a competitive bid process including providing Notice to Bidders, facilitation of a Pre-Bid meeting, and preparation of bid analysis documentation.



- NOANET will facilitate contract execution with COA and the contractor.
- If COA completes the steps in this section independent of a NoaNet OSP plans and specifications, contract and bid process, the costs for this section will be separately priced. If COA determines the steps in this section shall be handled through NOANET's current contracted resource, the costs for this section will also be separately priced.

CONSTRUCTION PHASE SERVICES

- NOANET will conduct a Pre-Construction meeting.
 - Recommendations for Notice to Proceed will be prepared and submitted to NoaNet for issuance.
 - For the construction project, NOANET SOW assumes adequate inspection levels can be maintained with the assignment of one (1) Resident for this construction project. Actual staffing levels and number of mainline and drop construction crews will be coordinated with COA.
 - Responsibilities of the Resident:
 - Monitoring and recording construction activities
 - Periodic monitoring of fiber splicing
 - Periodic monitoring of fiber testing
 - Daily tabulation of completed construction as recorded by Inspectors;
 - Addressing questions or concerns regarding contract construction requirements
 - Managing other NOANET field personnel.
 - Preparing and submitting weekly progress reports form. The form documents quantity of cable placed, quantity tested and accepted, quantity with access points placed and quantity spliced. These quantities are compared to the scheduled progress. The report will also note any problems encountered and the resolution as well as any weather related delays.
 - Preparing a construction discrepancy list to be given to the contractor upon completion of the construction activities;
 - Notifying COA of additional construction resource requirements so that project schedule and standards will be met at all times;
 - Reviewing Contractor invoices and making recommendations for payment to OSP Director;
- Final construction "ride-out" with representatives of COA
- Responsibilities of the Inspectors:
 - Observing the contractor's construction to assist in complying with the terms of the Plans and Specifications. Inspecting the workmanship of the construction activities
 - Inspecting the manner of incorporation of the materials and equipment placed in the project



- Correcting the construction drawings to reflect the “as built” inventoried units and routing
 - Observing cable testing by the contractor and recording the results
 - Assisting with the preparation of the weekly progress reports
 - Maintaining a project log and documenting the work progress on a daily basis
 - Notifying the Resident when issues or problems arise
- During the construction process, NOANET proposes to receive all contractor invoices on behalf of COA, review invoices to determine that they properly reflect plant placed, and prepare recommendations to COA regarding payment.
- Foreign Utility Location Responsibilities: The contractor is responsible for locating foreign utilities and shall coordinate directly with COA for location of all existing COA plant. The contractor will perform the construction and is responsible for their methods of performing that work. In that process, they are responsible for protecting other utilities, and also are responsible for any damage to other facilities or utilities. Our experience indicates that the contractor is the best party to be responsible for locates.
- NOANET will develop the required as-built ‘red-lined’ field records for subsequent placement into shape files.
- NOANET proposes that minor changes can be approved by the Resident and that the Resident be the first line of contact for contractor/design disputes or questions. This does not include changes to the contract. Minor changes are to be subsequently defined during the pre-construction meeting.
- Major changes, either as a result of requests by the contractor, or due to construction conditions experienced in the field are first identified by the Resident as a proposed change. They are then reviewed with COA, and if COA approves, they are documented and initialed on the construction sheets by the contractor, COA, and the Resident. If the major change involves securing new prices, that pricing is received from the contractor and approved by COA prior to the subsequent construction being performed.
- NOANET or Owner will review on reel fiber testing of cable by the contractor. In addition, NOANET will secure reel serial numbers and compare with factory documentation to insure that the provided cable meets the cable specifications, with regard to manufacturer and type.
- NOANET will conduct a Pre-Splicing meeting with the contract splicer to discuss splicing parameters and expectations.
- NOANET will evaluate contractor fiber optic testing, analyze the results, note discrepancies, and coordinate the resolution of these discrepancies.



- NOANET will work with the contractor on a daily basis to reconcile inventory.

NETWORK DESIGN AND ENGINEERING, BID EVALUATION

- NOANET will provide detailed network design proposal including drawings and bill of material.
- NOANET will conduct a network design meeting to ensure COA requirements are fulfilled.
- In conjunction with NoaNet's OSP project, NOANET will conduct a competitive bid process including providing Notice to Bidders, facilitation of a Pre-Bid meeting, and preparation of bid analysis documentation. NoaNet may also elect to purchase equipment off an existing competitively bid State contract to enable the best possible options for ongoing maintenance and operation of the network.
- NOANET will facilitate contract execution with COA and the contractor.
- NOANET will design network based on a core distribution node at the library and a GPON based distribution system based on 64 initial customers.

NETWORK IMPLEMENTATION, TEST AND TURN UP

- NOANET will conduct a pre-implementation meeting with COA.
- NOANET will provide to contractor detailed installation plans for network and supporting equipment.
- NOANET will work with contractor to ensure current best practices are adhered to in equipment installation and provisioning.
- NOANET will test all Ethernet links using the RFC-2544 standards.

CONTRACT CLOSEOUT, CONSTRUCTION 'AS-BUILT' RECORDS

- NOANET will work with COA to identify and document any unresolved discrepancies and facilitate correction with the contractor;
- NOANET will facilitate contract closeout tasks/documents with COA and the contractor;
- NOANET will post "as built" records into COA's shape file platform. Subsequent coordination is required between NOANET and COA for COA server access, transfer of information, QC and final as-built approval.



- If COA completes the steps in this section independent of a NoaNet OSP plans and specifications, contract and bid process, the costs for this section will be separately priced.

PROJECT REQUIREMENTS AND ASSUMPTIONS:

- The preliminary design is considered to be the downtown area of the city and outreaching areas. The overall area of proposed construction is 39,000 feet of aerial, 8,500 feet of underground, and approximately 275 pole attachments. Both parties understand these numbers will change during design and engineering. In addition to the fiber facilities, the internal facilities of one collocation center targeted at the City Library will be included in the overall scope of this project. The entire quantity of fiber, fiber count, number of splices cases, splices, pedestals, manholes, vaults, hand holes, outdoor cabinets, types of electronics, splitters, couplers, and power and support systems have not been determined yet.
- Project funding to be performed with proceeds from COA.
- NOANET assumes that NOANET or a sub-contractor will directly coordinate, install, turn up and test fiber equipment;
- NOANET assumes that responsible parties for equipment installation include:
 - Within Water Service Facilities – COA
 - Coordination of fiber drop turn up, ONT placement at customer locations – NOANET
- NOANET assumes there will be no private easements or consents because PSE's poles fall within COA Right of Way and PSE has authority for the placement of their poles and the COA will modify that authority to accommodate the placement of the fiber on the pole owner's poles.
- SEPA/Public Hearings. This proposal does not include work associated with development of SEPA or subsequent consultations, cultural surveys or field monitoring that may be required. Separate scopes and budgets can be developed as cultural resource and historic property protection needs are identified. While not anticipated, public hearings and individual SEPA checklists may be required by individual during permitting. If needed, this work can be accomplished on a time and materials basis as directed by COA or NoaNet.
- Cultural Resources and Historic Properties – This proposal does not include work associated with development of historic properties treatment plans or subsequent consultations, cultural surveys or field monitoring that may be required. Separate scopes and budgets can be developed as cultural resource and historic property protection needs are identified.
- Franchises/Private Easements. This proposal does not include work associated with acquisition of Right of way franchises/private easements. It is assumed that the



OWNER will acquire all required franchises/private easements, although this work can be provided on a time and material basis at COA or NoaNet request.

- NOANET assumes that COA will directly apply for any required permits.

Assistance with any of these excluded services can be provided by NOANET on a time and materials basis.

SERVICE PRICING

The services in this Scope of Work will be provided on a time and expense (T&E) basis in accordance with the rate schedule shown in Schedule A. Attached, as Schedule A, to this SOW is the schedule of NOANET Solutions' current hourly rates. NOANET based this proposal on best business practices and State of Washington based construction experience. Every effort will be made to keep costs in line with this proposal. If actual engineering costs appear trending above the estimates the owner will be notified as soon as possible with ramifications and possible solutions. Examples of items that could affect the project are changes in scope, construction limitations, adverse weather, or the result of unidentified or changes made for Federal, State, or County requirements for construction,

- Project Management/Meetings
 - 160 hours will be allotted for project coordination. Assumes a project length of nine months.
 - This includes weekly project status calls
- Design and Staking
 - 168 hours will be allotted for field staking and overview; this time will include the incorporated design into shape files for the delivery and review of COA.
- Pole Attachment Applications and Field Data Collection
 - 632 hours will be allotted for all necessary steps to apply to PSE for pole applications and permitting.
- Outside Plant Plans & Specifications, Bid Evaluation, Contract Closeout, Construction 'As-Built' Records
 - 96 hours will be allotted for construction scope of work development.
- Network Design and Engineering, Bid Evaluation
 - 48 hours will be allotted for construction scope of work development.
- Network Implementation, Test and Turn Up
 - 72 hours will be allotted for construction scope of work development.
- Construction Management



356 hours will be allotted for construction management; this is based on a 6-week construction window to complete the project

Total NOANET Engineering Services = \$174,710

NoaNet Management and Support - NoaNet service will be provided upon the parties executing this entire NOANET Statement of Work (SOW). The support tasks listed below are on a time and expense (T&E) basis and will not be exceeded.

- Project Manager - Billing, Correspondence and Coordination - 140 hrs. = \$85.00
 - This task is to provide COA administrative contract support to facilitate the outlined contracted service between NOANET and COA and includes, but not limited to, billing, written and verbal correspondence and overall project coordination.
- OSP and Network Engineering Support - 1094 hrs. = \$105.00
 - This task is to provide COA all the necessary activities associated with field survey, pole permitting, construction management, field networking, implementation and installation, contractor monitoring and inspection, GIS data collection and management
- Sr. Manager - 190 hrs. = \$150.00
 - This task is to provide Engineering and Design Management consultation to COA and includes but is not limited to both outside plant and network design and engineering, compliancy and reporting guidance, schedule and budget guidance and overall project oversight and design.
- Director - 108 hrs. = \$180.00
 - This task is to provide overall project oversight and design, a method for COA consultation on progress, implementation guidance, and client escalation.

INVOICES AND PROGRESS REPORTS

Invoices under this SOW will be submitted to COA monthly.

CHANGES IN STATEMENT OF WORK

Any work requested by COA outside of this SOW or any additional work resulting from factors outside the control of NOANET will be documented and approved by COA in a written Change of Scope form. Factors outside of the control of NOANET include, but are not limited to, the action of third party contractors and vendors, weather delays, etc. Changes in the Scope of



Work will be coordinated between NOANET and COA. These changes will be subject to the written approval of both parties, including corresponding changes in the project budget and schedule.

PRIORITY OF CONTRACT DOCUMENTS

In the event of a conflict within this SOW and the NOANET/TIERRA-NoaNet Master Services Agreement, the higher priority document will be this SOW.

WORK PRODUCT AND DELIVERABLES

All methodologies utilized are the sole property of NOANET, and the COA will be granted lifetime royalty free rights to use and modify the work product for their internal use. All work products will be delivered in hard copy or applicable electronic formats as requested by COA. All information related to the operations of COA and their business operations is the sole property of the COA.

TERMINATION

Either party can terminate this agreement at any time by providing 30 business days written notice. COA will only be responsible for payment for services to the date of termination of the Statement of Work.



ACCEPTANCE OF STATEMENT OF WORK

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals

City of Anacortes (COA)

Signature

Date

Printed Name

Title

Northwest Open Access Network (NoaNet)

Signature

Date

Printed Name

Title



SCHEDULE A – HOURLY RATE SCHEDULE

HOURLY RATE SCHEDULE – NOANET

<u>DESCRIPTION</u>	<u>HOURLY RATE</u>
Project Manager	\$ 85.00
Tech Specialist/ Engineer OSP/ Engineer Network/ Field Technician	\$ 105.00
Sr. Engineering Specialist/ Sr. Consultant/ Senior Manager	\$ 150.00
Director	\$ 180.00

Reimbursable costs and fees are additional

<u>DESCRIPTION</u>	<u>RATE</u>
Airline Flight	At Cost
Vehicle Rental	\$100.00 per day
Per Diem	\$82.00 per day
Hotel	At Cost
Misc. Expenses such as shipping, consumables, etc.	At Cost



City of Anacortes Public Works

"Essential Services for our Community"



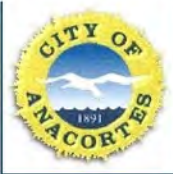
City of Anacortes Fiber Optic Network





Agenda

- Project description / benefits
 - 3 parts
 - Multi-purpose
- Approval of Interlocal agreement between NoaNet and the City
- Funding proposal
- NoaNet
- Benefits of Municipal Broad Band network



CITY OF ANACORTES PUBLIC WORKS DEPARTMENT

First:

Provide a dark fiber Telemetry System connecting
Waste water pump stations,
Water Reservoirs,
Water pump stations

Second:

Use the Public Works “backbone” to serve the rest
of the community with the broadband network.



Telemetry

Phase 1 Telemetry network

Phase 2 Broad band network

Public Works elements

- Sewer pump stations
- Water pump stations
- Water reservoirs
- Water treatment plant

Radio based system

- Line of sight
- FCC license
- Frequency interference



City of Anacortes Public Works

"Essential Services for our Community"

Telemetry

Control

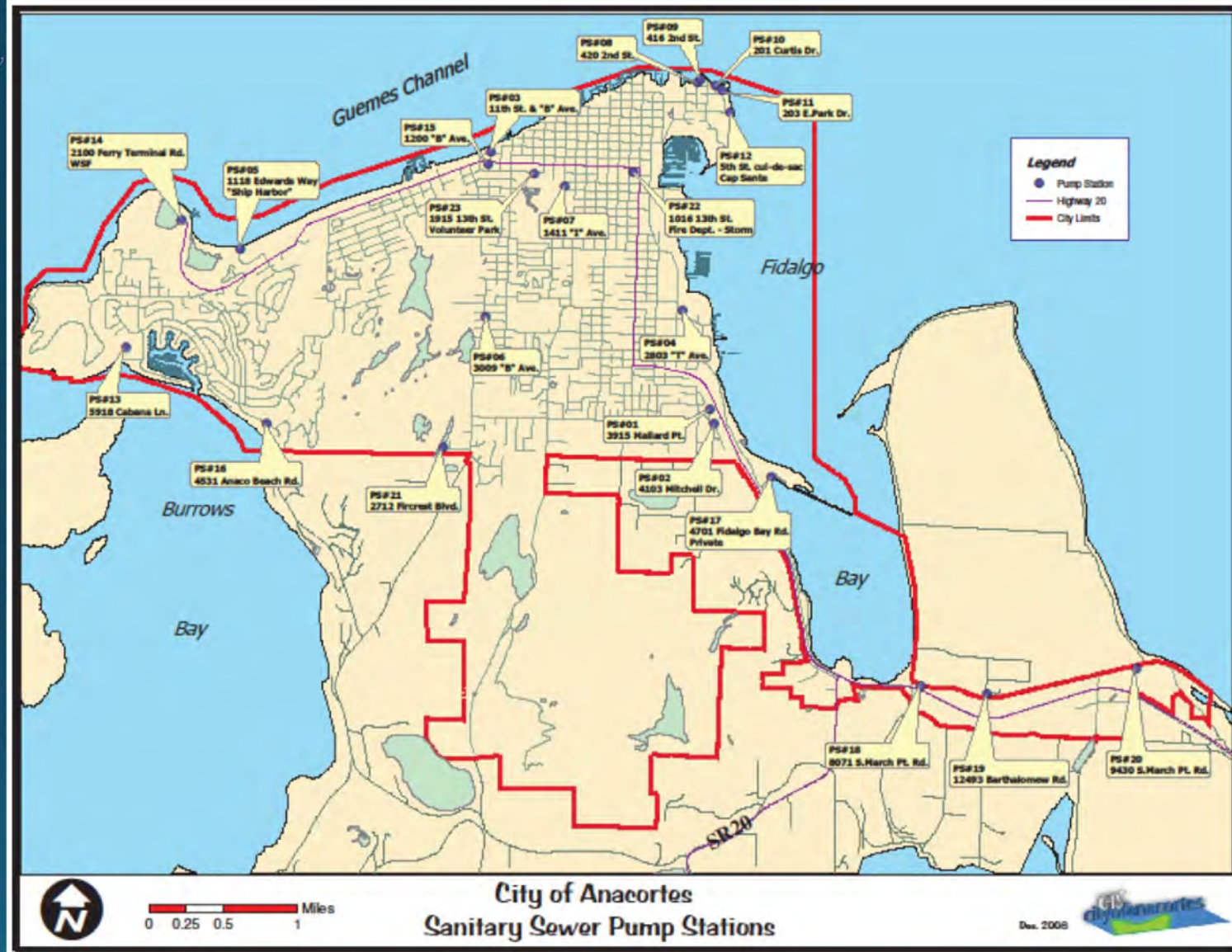
Monitor

and Operate our facilities from a remote location



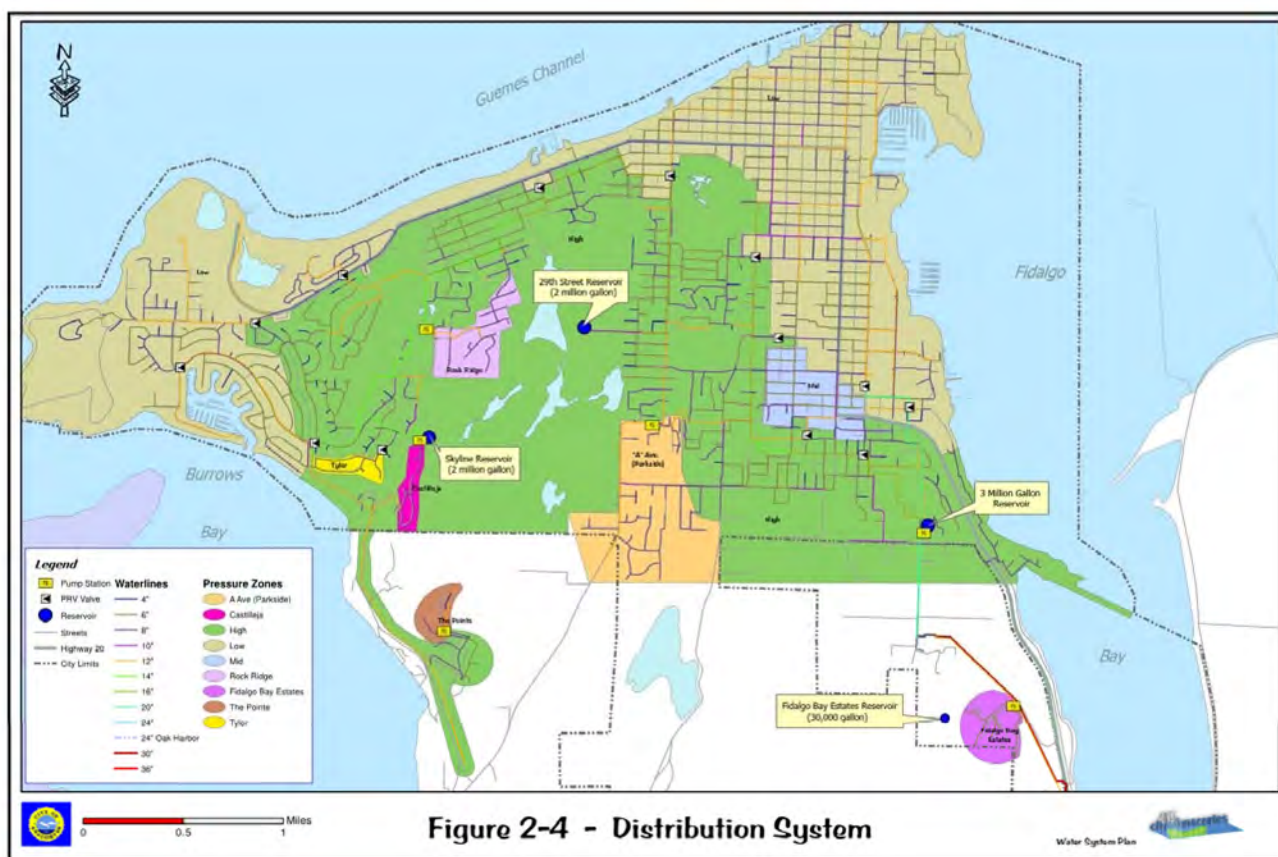
City of Anacortes Public Works
"Essential Services for our Community"

Sewer Pump Stations





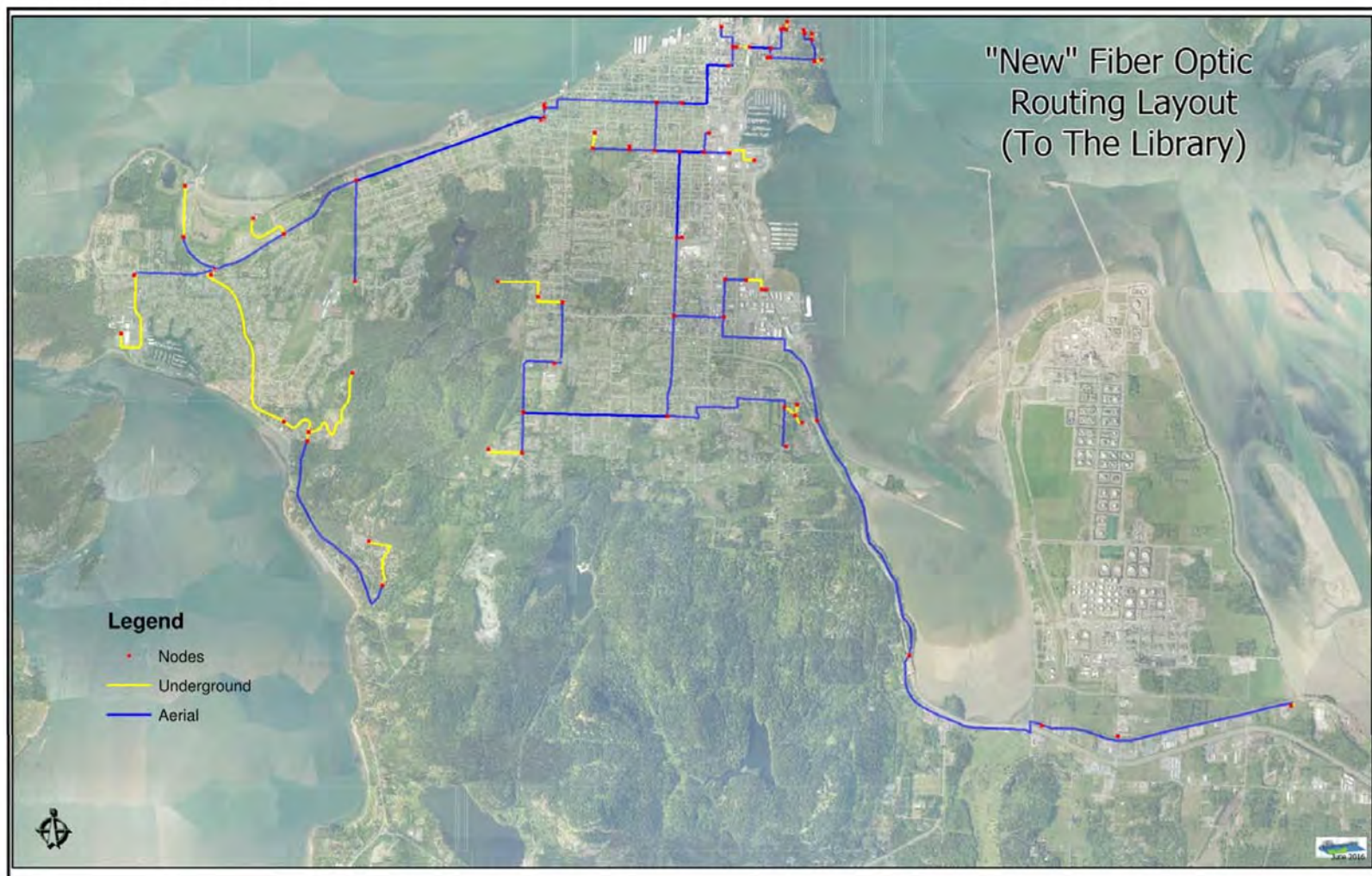
Water Facilities

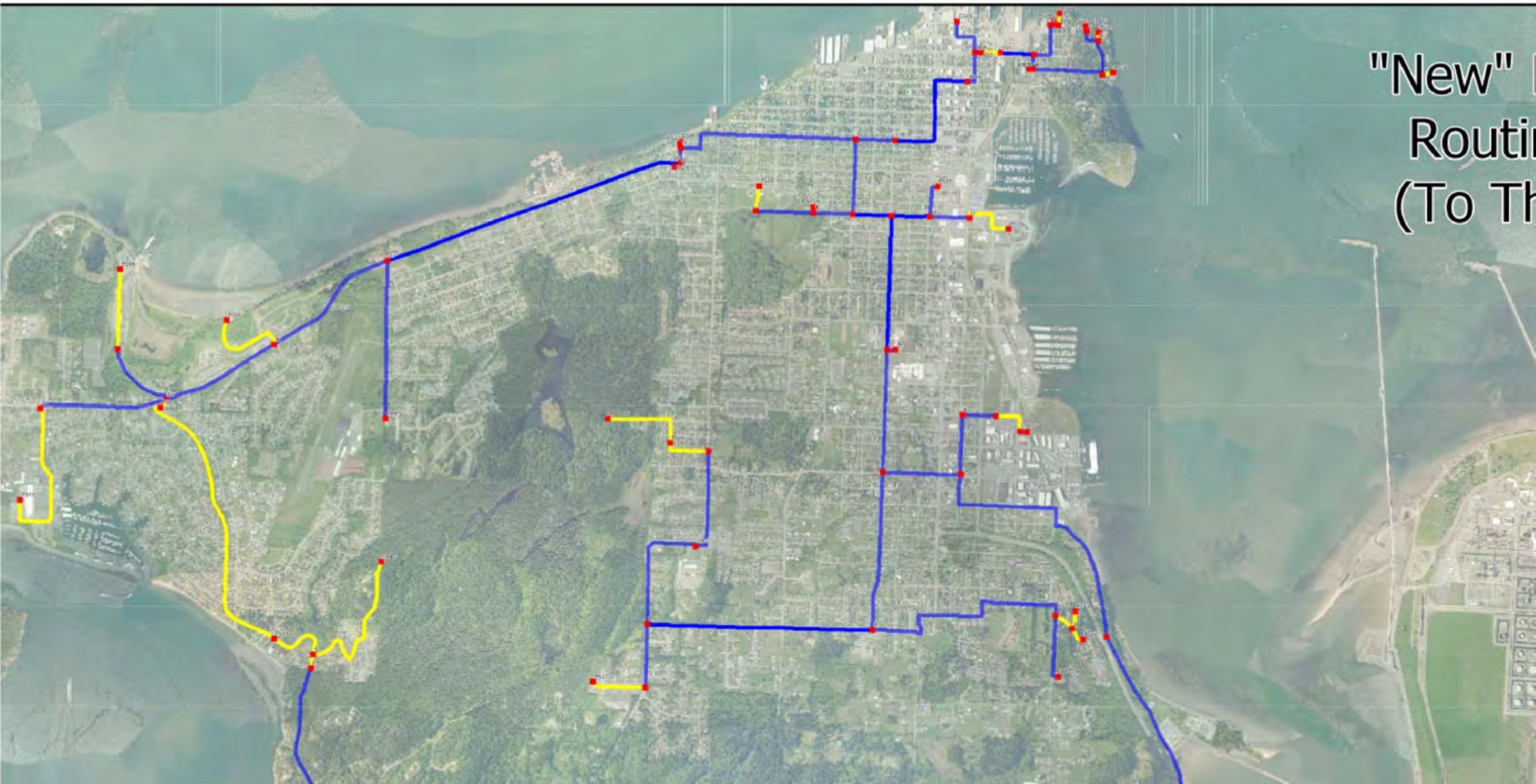




City of Anacortes Public Works

"Essential Services for our Community"





"New"
Routing
(To Th



Fiber based Telemetry

Robust system

Reliable

Increased data capacity

No data overlaps or misses

Not line of sight dependent

No FCC license



Fiber based Broadband Network

Utilize the telemetry network

Establish a fiber based municipal network

"From Dark to Lit fiber "

Library would be the HUB of the network



City of Anacortes Public Works

"Essential Services for our Community"

Central Portion

Basically from 3 MG reservoir North and from Fidalgo Bay road to A Avenue.

The bulk of the public works infrastructure and the majority of the city buildings.

Western Portion

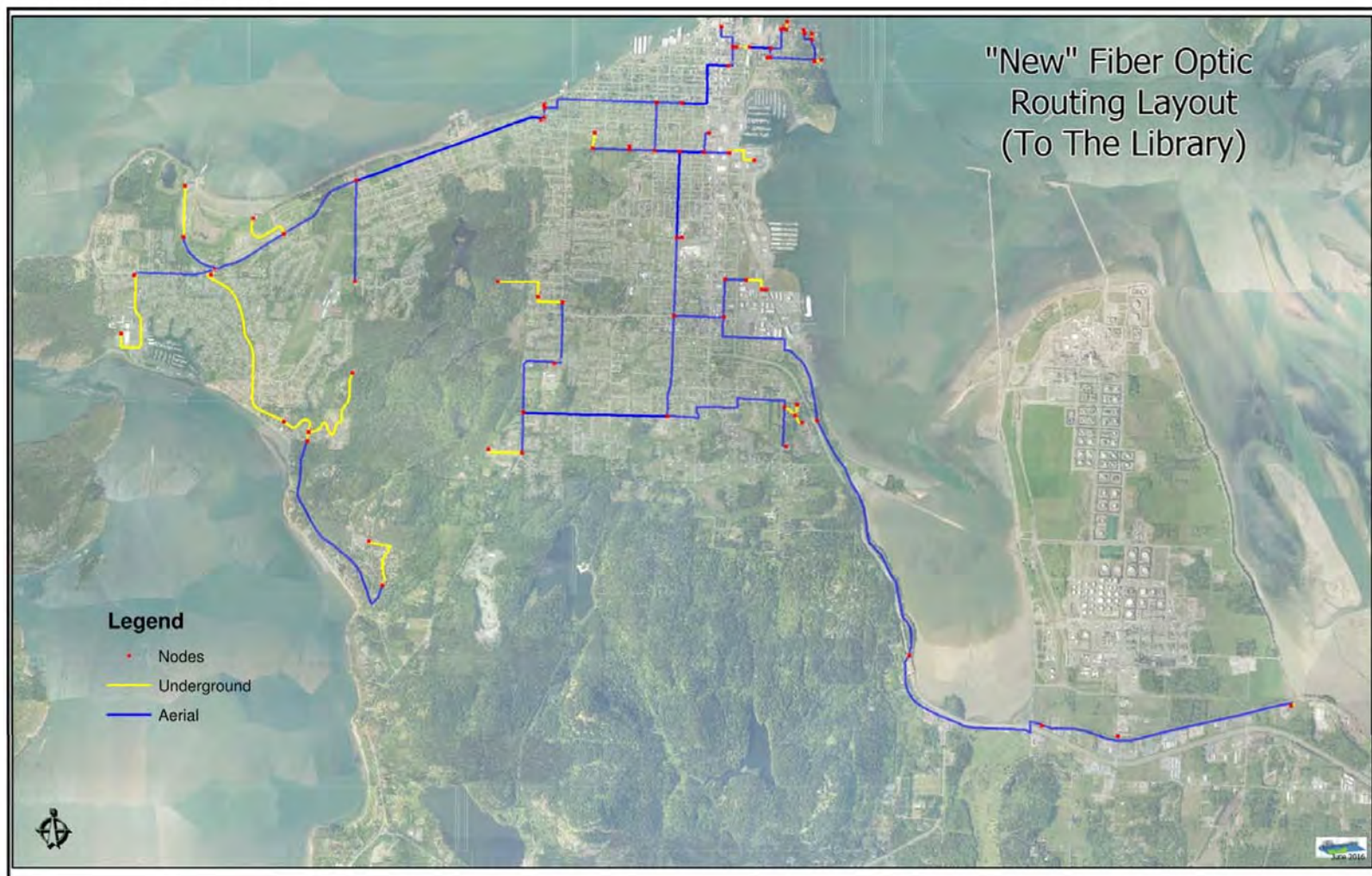
Some of the most problematic telemetry issues are in the Western area of the city.

Sequence of construction requires that the central portion be constructed first



City of Anacortes Public Works

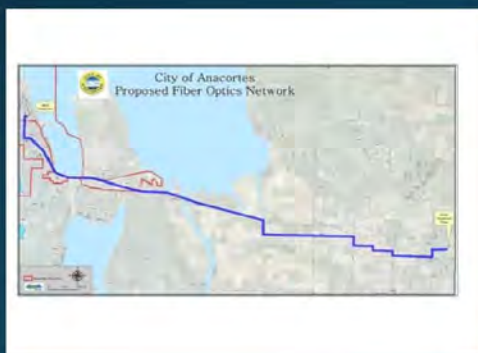
"Essential Services for our Community"



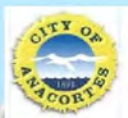


Eastern Extension

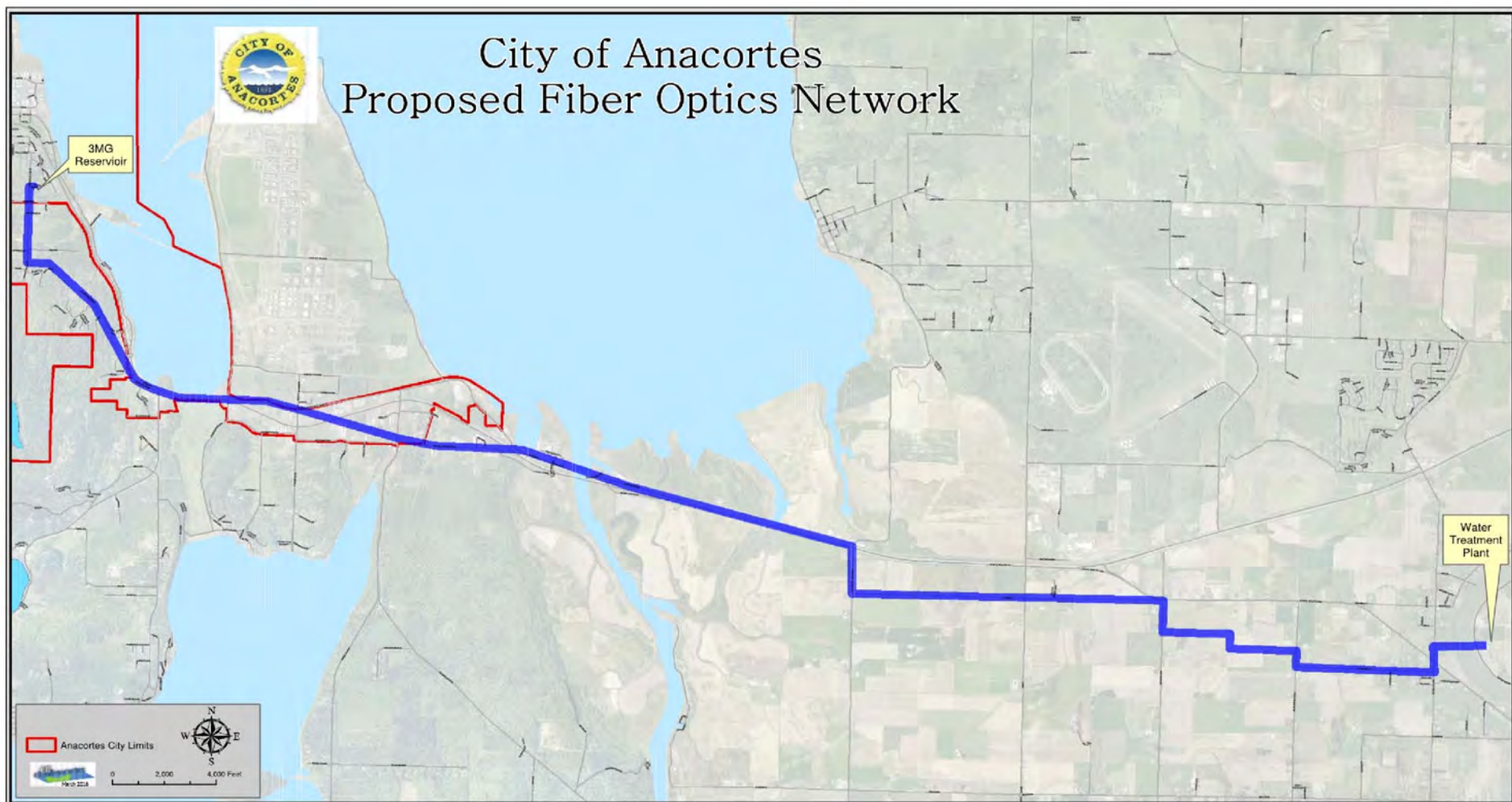
Multiple Purpose



- Using existing water infrastructure extend a fiber optic line to our Water Treatment Plant
- Completes the telemetry connection to the plant
- Allows City multiple options for connecting to lit fiber
- Provides a redundant loop opportunity for the existing MV, PORT of Skagit , Burlington Municipal network.
- Provides a redundant loop opportunity for existing private and public carriers in Western Skagit County.



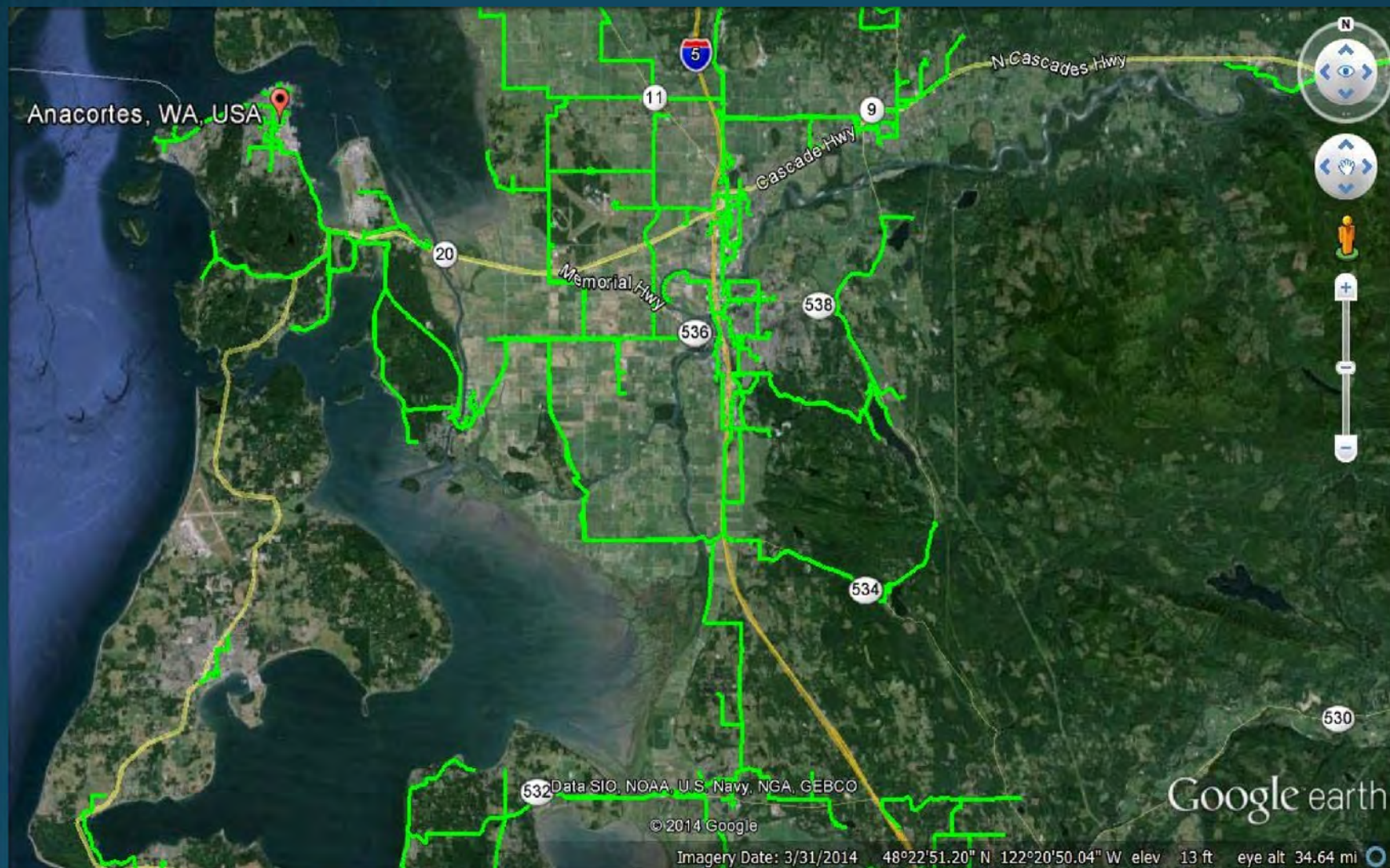
City of Anacortes Proposed Fiber Optics Network





City of Anacortes Public Works

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Costs / Funding

	Costs	Funding	
Central Portion			
Design, Construction Admin	\$200,000	200K General fund	Engineers estimate
Construction	\$990,000	990,000 Utilities	Engineers estimate
Eastern Extension			
Estimated	\$960,000	500K Skagit County Grant 460K Utility	Estimate
Western Portion			
Estimated	\$1,000,000	General Fund / Utilities	Estimate



City of Anacortes Public Works

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Northwest Open Access Network (NoaNet) is a wholesale only telecommunications provider.

Municipal Corporation non profit

Full service

Interlocal agreement

NoaNet was founded by Public Utility Districts





City of Anacortes Public Works

"Essential Services for our Community"

NoaNet is currently offering the following services:

Ethernet

NoaNet provides scalability, security and ease of configuration over a resilient Ethernet network. Ethernet Enterprise solutions include Point-to-Point (E-Line), Point-to-Multipoint (E-Tree), Multipoint-to-Multipoint (E-LAN, VPLS).

Wave Services

NoaNet was the first carrier to offer 10G Wavelengths in Washington state and is the first in the nation to deploy a long-haul 100G system in rural areas.

IP Services

NoaNet offers an Open-Access, Net-Neutral, Dedicated Internet Access product. We are must-homed out of Seattle, Portland and Spokane.

Regional Colocation Services

NoaNet offers secure colocation services at 35 regional access POPs to bring rural communities closer to your reach. At select facilities we also offer Wireless colocation services to allow for wireless Internet Service Providers to expand their networks reach without high capital requirement.

NOC Monitoring Services

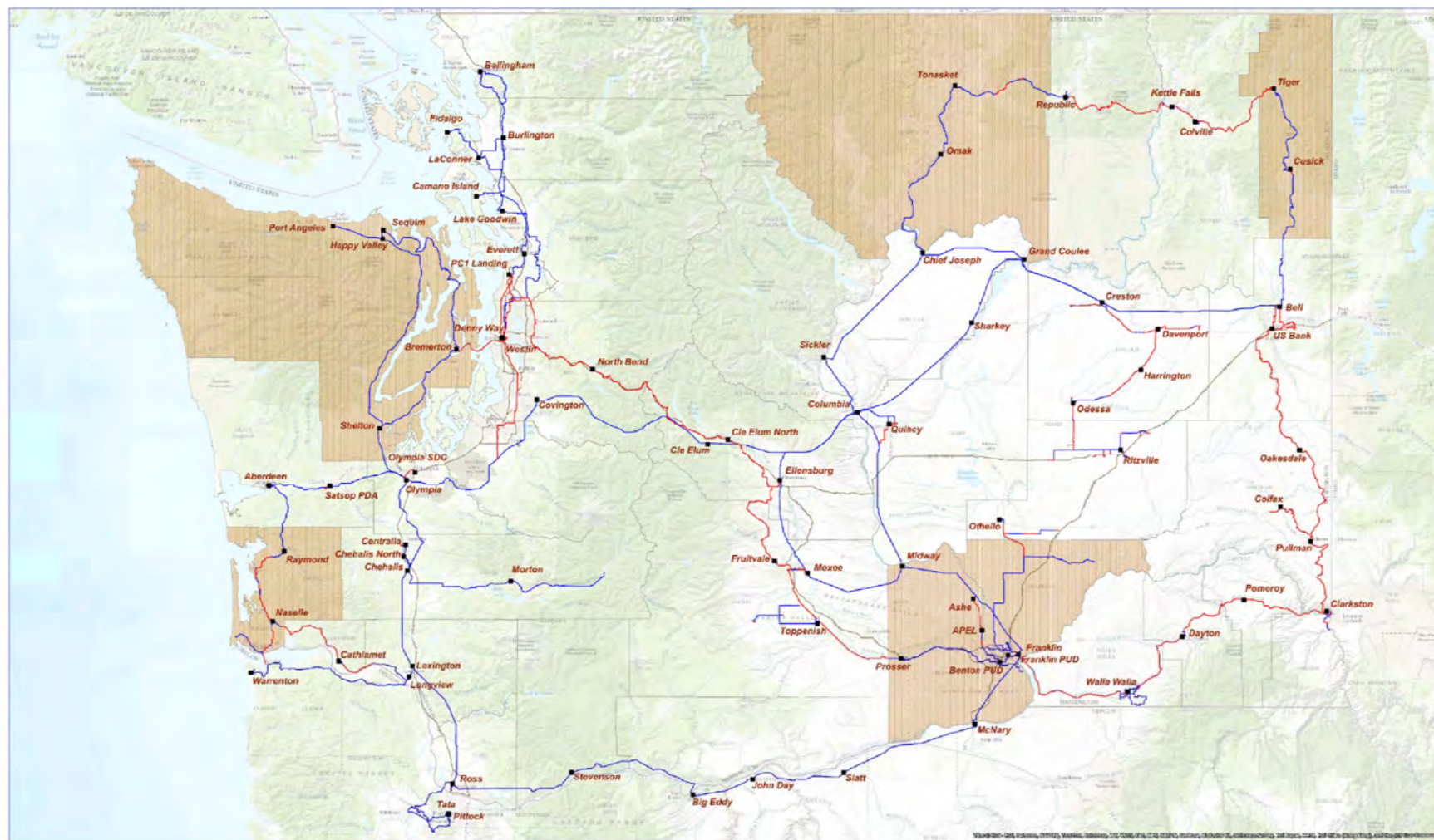
NoaNet operates a 24/7 Network Operations Center located in Spokane, WA. We monitor networks small and large and provide call taking, trouble shooting, dispatch and repair services.

Interconnected Voice

NoaNet's technology platform is your phone system and phone service combined. Get 82 unified communications features, real-time customization, and unlimited usage- all over your existing network.

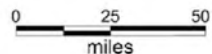
Access Control and Surveillance

NoaNet's Access Control and Surveillance (ACS) solution is a world class solution and will meet or exceed the specific needs of your organization. Our ACS solution has the backing of NoaNet staff 24/7 and utilizes our high performance network and storage infrastructure.



Confidential Document

REUSE OF THIS DRAWING OR ANY INFORMATION CONTAINED IN THIS DRAWING FOR ANY PURPOSE IS PROHIBITED UNLESS WRITTEN PERMISSION FROM NoaNet IS GRANTED.



Counties
Boundaries

Cable
Aerial
Underground

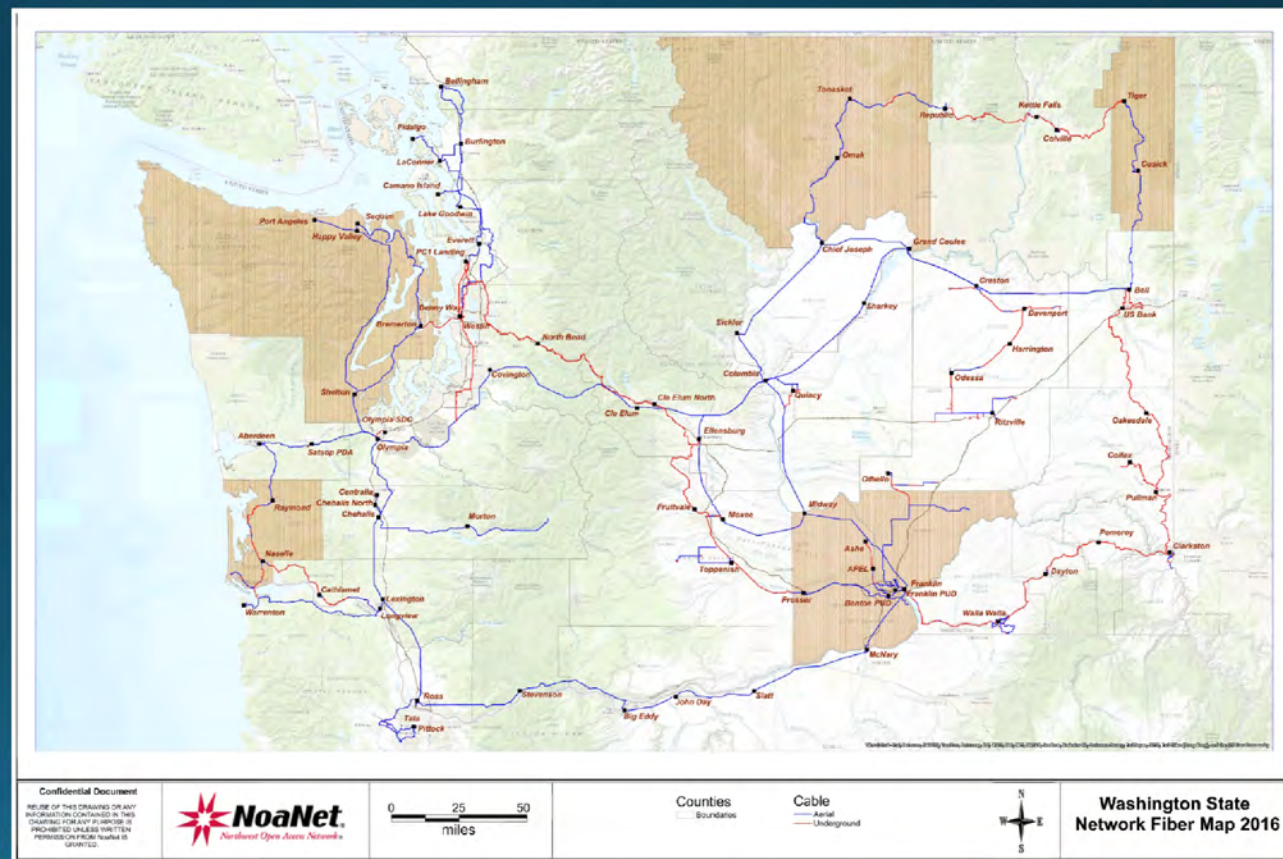


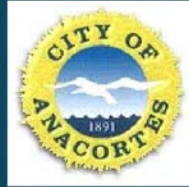
Washington State
Network Fiber Map 2016



City of Anacortes Public Works

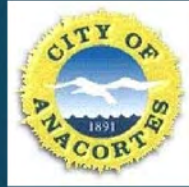
"Essential Services for our Community"





City of Anacortes Fiber Optic Network





City of Anacortes Fiber Optic Network





Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning September 19, 2016

Subjects listed below have been tentatively suggested for consideration by the Anacortes City Council on the dates indicated. Items may be added to, removed from or rearranged on this list. Routine business such as approval of minutes, vouchers and consent agenda items is not included. The complete Preliminary Agenda for each meeting is published at 3:00 on the Wednesday prior to the meeting. Published Agendas are subject to change and may be updated following the posting period. For additional information on agenda topics, please contact the City Clerk's office at 360-299-1960 to be directed to the sponsoring staff member.

September 19, 2016

- Contract Award: Integrated Library System
- Interlocal Agreement with Skagit County: Economic Development Public Facility Project Funding for City of Anacortes Fiber Optic Network (Discussion/Possible Action)

September 26, 2016

- Ord.____: Amendments to AMC Title 2, Title 9, Title 18, and Creating a New Title 20 to Provide for a Fair and Efficient System of Civil Code Enforcement

October 3, 2016

- Public Hearing on 2017/2018 Budgeted Revenue Sources, including Proposed Property Tax Increase
- Council Review of 2017/2018 Budget
- Scope of Work for Zoning & Development Regulations Updates (Discussion)

October 10, 2016

- Council Review of 2017/2018 Budget

October 17, 2016

- Council Review of 2017/2018 Budget

October 24, 2016

November 7, 2016

November 14, 2016

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Planning, Monday, Sep 12, 2016, 5:00 PM, Planning Director's Office
- Personnel, Monday, Sep 12, 2016, 5:00 PM, Main Floor Conference Rm.
- Public Safety, Tuesday, Sep 13, 2016, 4:30 PM, Mayor's Office, City Hall
- Finance, Wednesday, Sep 14, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
- Tourism Promotion Strategic Planning, Thursday, Sep 15, 2016, 4:30 PM, Anacortes Public Library
- Public Works, Monday, Sep 19, 2016, 5:00 PM, Public Works Director's Office
- Planning, Monday, Sep 26, 2016, 5:00 PM, Planning Director's Office
- Finance, Wednesday, Sep 28, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
- Public Works, Monday, Oct 3, 2016, 5:00 PM, Public Works Director's Office
