

Our mission is to maintain and improve the quality of life reflecting community expectations through a focus on public participation and employees-mayor-council teamwork.



**Anacortes City Council
NOTICE OF SPECIAL MEETING**

**Monday, August 15, 2016
5:30 p.m.**

**Municipal Building Council Chambers
6th Street and "Q" Avenue**

NOTICE IS HEREBY GIVEN that the Anacortes City Council will hold a special meeting on Monday, August 15, 2016 at 5:30 p.m. for the purpose of conducting an Executive Session lasting approximately 15 minutes per RCW 42.30.110 (b, c) regarding a potential real estate transaction.

No testimony will be received and no action will be taken.

Published: August 10, 2016

**Distribution: City Council
Media**

If reasonable accommodation of a disability is needed please contact Cherri Kahns at 299-1950 at least 48 hours prior to this meeting.

Our mission is to maintain and improve the quality of life reflecting community expectations through a focus on public participation and employees-mayor-council teamwork.



**Anacortes City Council
NOTICE OF SPECIAL MEETING**

**Monday, August 15, 2016
4:00 p.m.**

Haddon Road's cul-de-sac east of Whistle Lake Road

NOTICE IS HEREBY GIVEN that the Anacortes City Council will hold a special meeting on Monday, August 15, 2016 at 4:00 p.m. for the purpose of conducting a site visit regarding Haddon Road 13 Lot Plat & PUD (PUD-2016-1001). The meeting will convene at the subject property on Haddon Road's cul-de-sac east of Whistle Lake Road. No testimony will be received and no action will be taken. The Council will deliberate on this matter at its regularly scheduled evening meeting of Monday, August 15, 2016 at 6:00 p.m.

Council will take no final action at this special meeting.

Published: August 10, 2016

**Distribution: City Council
Media**

If reasonable accommodation of a disability is needed please contact Cherri Kahns at 299-1950 at least 48 hours prior to this meeting.



Anacortes City Council
Municipal Building Council Chambers
904 Sixth Street

August 15, 2016
6:00 p.m.

PRELIMINARY AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Finance Committee
4. **Public Comment**
5. **Consent Agenda (Action)**
 - a. Minutes of August 8, 2016
 - b. Approval of Claims in the amount of: \$766,671.98
 - c. Contract Award: VFD Drives Pumps 3 & 4 @ WTP Intake Pump Station
 - d. Contract Award: Excavate & Remove Sediment Materials from WTP Lagoons
 - e. Interlocal Agreement: Narcotics Enforcement Multi-Jurisdictional Task Force
 - f. Ordinance 2986: Establishing a Moratorium on PUDs
6. **Public Hearings**
 - a. Closed Record Public Hearing to Decide on Appeals and Planning Commission's Recommendation on the Haddon Road 13 Lot Plat & PUD, PUD-2016-1001
7. **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 August 22, 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.

August 22, 2016

- 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

September 6, 2016

- Public Hearing: Ordinance 2979/Resolution 1963: Stormwater Utility Monthly User Fee Rate and Code Update (Discussion/Possible Action)
- UW Health Impact Analysis (HIA) for South Commercial Ave. Complete Streets Project (Discussion)
- Ordinance 2983: Amending 2015-2016 CFP (Discussion/Possible Action)
- Ordinance 2984: Amending 2016 Budget (Discussion/Possible Action)
- Interlocal Agreement with Skagit County: Economic Development Public Facility Project Funding for City of Anacortes Fiber Optic Network (Discussion/Possible Action)

September 12, 2016

- Public Hearing: Moratorium on the Receipt and Processing of Planned Unit Development Applications Pursuant to Chapter 16.40 of the Anacortes Municipal Code
- Skagit Domestic Violence and Sexual Assault Services Presentation on the Lethality Assessment Program (Discussion)

September 19, 2016

September 26, 2016

October 3, 2016

- Public Hearing on 2017/2018 Budgeted Revenue Sources, including Proposed Property Tax Increase
- Council Review of 2017/2018 Budget

October 10, 2016

- Council Review of 2017/2018 Budget

October 17, 2016

- Council Review of 2017/2018 Budget

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Traffic Safety, Tuesday, Aug 16, 2016, 9:00 AM, City Council Chambers
- Parks and Recreation, Thursday, Aug 18, 2016, 6:00 PM, Main Floor Conference Room (Parks Office)
- Tourism Promotion & Strategic Planning, Thursday, Aug 18, 2016, 4:30 PM, Anacortes Public Library Meeting Room
- Public Works, Monday, Aug 22, 2016, 5:00 PM, Public Works Director's Office
- Planning, Monday, Aug 22, 2016, 5:00 PM, Planning Director's Office
- Finance, Wednesday, Aug 24, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
- Public Works, Tuesday, Sep 6, 2016, 5:00 PM, Public Works Director's Office

City Council Minutes – August 8, 2016

Mayor Laurie Gere called to order the regular Anacortes City Council meeting of August 8, 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

Planning Committee Report: Mr. Walters reported from the committee meeting held earlier in the evening. He advised that a public hearing on the PUD moratorium would be held before Council within weeks. He said the committee had reviewed a draft scope of work for Makers to rewrite portions of AMC Titles 16 and 17 (the remainder to be written by staff) and a draft ordinance creating new AMC Title 20 for code enforcement. Mr. Archibald added that the committee had also discussed the Main Streets program, a federal economic development program involving grants to revitalize main streets. He said the city would be looking into participating in the program.

Ms. Lovelett inquired about a policy for excusing the absences of councilmembers. Staff advised that the adopted Council procedures reference state law regarding unexcused absences from three consecutive regular meetings and allow for councilmembers to move and vote to excuse the absence of a member.

Mr. Archibald announced the Busker Fest event to be held as part of the annual Open Streets celebration on August 28, 2016. He also announced that three pianos decorated at the Arts Festival over the weekend had been located on sidewalks in the central business district for public use and enjoyment as part of the inaugural Pianocortes program.

Public Comment

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

Consent Agenda

Ms. Pickett removed Item 5d, Contract Award: Telemetry and Control Upgrades at WWTP PS 15, PS 8 and CSO4, from the Consent Agenda. Mr. Johnson removed Item 5c, Resolution 1958: Adopting Emergency Operation Plan, from the Consent Agenda.

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

- a. Minutes of August 1, 2016
- b. Approval of Claims in the amount of: \$182,850.61
- e. Interlocal Agreement with City of Marysville for Outdoor Video Services

The following vouchers/checks were approved for payment:

Voucher (check) numbers: 81535 through 81611, total \$147,843.69
EFT numbers: 205998 through 206617, total \$9,625.38

- c. Resolution 1958: Adopting Emergency Operation Plan

Mr. Johnson noted the reference to the Anacortes-San Juan Chapter of the American Red Cross and asked if that chapter still existed. Administrative Services Director Emily Schuh said she would update that paragraph to reflect the generic reference to the Red Cross used elsewhere in the document. Mr. Johnson asked why on pages 24 and 25 both law enforcement and fire service had responsibility for establishing command posts. Ms. Schuh explained the distinction between the Emergency Operations Center and command posts established at incident scenes. Ms. Pickett suggested that the Skagit

Amateur Radio Emergency Communications Club be added to the list of Other Agencies/Organizations. Ms. Schuh concurred. Mr. Johnson moved, seconded by Ms. Lovelett, to approve **Resolution 1958** adopting the Emergency Operation Plan with the revisions discussed. The motion passed unanimously by voice vote.

d. Contract Award: Telemetry and Control Upgrades at WWTP PS 15, PS 8 and CSO4

Ms. Pickett asked how the telemetry upgrade would coordinate with the planned black fiber project. Assistant Public Works Director Matt Reynolds explained that the pump station communications currently depended on radio telemetry, that the upgrade to cell phone communication had already been planned prior to consideration of establishing a fiber optic network, and that the hardware installed under the subject contract could continue to be used after a transition to fiber. Ms. Pickett moved, seconded by Mr. Johnson, to approve Consent Agenda Item 5d. The motion passed unanimously by voice vote.

OTHER BUSINESS

Agreement Authorization: 3MG Reservoir Dept. of Health Drinking Water State Revolving Fund Loan

Mr. Reynolds presented and recommended approval of a Department of Health Drinking Water State Revolving Fund Loan contract agreement for the Blue Heron Circle 3MG reservoir project. Mr. Reynolds recalled that Council had previously approved a contract with HDR Engineering to inspect the existing reservoir, evaluate options and recommend a plan for addressing structural and coating degradation. Mr. Reynolds advised that the lowest cost option, maintaining continuous operation of a reservoir as required, was to build a new 1.5MG steel reservoir on site, then remove the existing 3MG reservoir and build a second 1.5MG steel reservoir. He said the terms of the \$4,974,755 loan were 20 year pay back at 1.5% interest which reduced to 1% if the project was completed within 24 months of signing the contract which staff felt was achievable. He added that staff expected to advertise for bids for the first tank by the end of the year with the second tank to follow that. Mr. Miller confirmed with Mr. Reynolds that the construction contract would come to Council for approval before work began. Ms. Lovelett reported that the Public Works Committee had discussed the project at length and supported the presented design solution. Mayor Gere confirmed with Mr. Reynolds that 3MG total capacity between the two tanks was sufficient for the water system. In response to questions from Mr. Adams, Mr. Reynolds advised that staff expected the loan to cover most or all of the project cost and that the loan was the least cost funding option, more economical even than an interfund loan. In response to a question from Mr. Johnson, Finance Director Steve Heglund advised that the water rates recently adopted by Council were sufficient to cover the loan payments.

Mr. Walters moved, seconded by Mr. Johnson, to approve the agreement authorization for the 3MG Reservoir Department of Health Drinking Water State Revolving Fund Loan. Vote: Ayes – Walters, Pickett, Adams, Lovelett, Archibald, Miller and Johnson. Motion carried.

There being no further business, at approximately 6:25 p.m. the Anacortes City Council meeting of August 8, 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 August 15, 2016 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
206784	8/8/2016	A1138307	02405	SEBO'S DO-IT CENTER	WASP & HORNET KILLER - LIBRARY	\$0.44
205956	7/8/2016	116-1690512-2793048	08811	AMAZON.COM	TEA	\$2.83
206714	8/4/2016	1159182	09961	CARDINAL HEALTH 411, INC.	PHARMACEUTICALS	\$3.00
206683	8/3/2016	A1136757	02405	SEBO'S DO-IT CENTER	PART FOR WATER DEPT	\$4.25
206744	8/2/2016	138396	02476	SKAGIT HYDRAULICS	PART FOR VEH #610	\$5.73
206857	8/9/2016	0679567-001	00306	BAYSHORE OFFICE PRODUCTS	SUPPLIES	\$5.99
206772	8/3/2016	A1136801	02405	SEBO'S DO-IT CENTER	BLACK SPRAY PAINT	\$6.16
206770	6/21/2016	A1120735	02405	SEBO'S DO-IT CENTER	IRRIGATION SUPPLIES	\$6.55
206692	8/3/2016	0679697-001	00306	BAYSHORE OFFICE PRODUCTS	SHARPIE MARKERS	\$7.29
206694	8/3/2016	239394	01023	FRONTIER BUILDING SUPPLY	GLOVES	\$7.60
206685	8/3/2016	B340502	02405	SEBO'S DO-IT CENTER	PARTS FOR WATER DEPT	\$8.54
206717	6/29/2016	111-9055754-2233050	08811	AMAZON.COM	BLANK CERTIFICATES FOR 4TH OF JULY	\$9.95
206723	8/4/2016	001-343901	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #159	\$10.03
206871	8/1/2016	1088150329	05441	RANDOM HOUSE LLC	NON-PRINT MATERIAL	\$10.85
206415	7/13/2016	002-9431816-0325034	08811	AMAZON.COM	KLEENEX	\$12.71
206790	8/5/2016	A1137469	02405	SEBO'S DO-IT CENTER	REBAR	\$12.76
206874	8/3/2016	94079295	01318	INGRAM LIBRARY SERVICES	BOOKS - JUV	\$13.00
206864	8/9/2016	JUL2016 CITY HALL	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS USAGE	\$13.19
206776	8/5/2016	A1137443	02405	SEBO'S DO-IT CENTER	PAINT BRUSHES	\$14.02
206813	8/4/2016	110-4573326-8910660	08811	AMAZON.COM	HYDRANT REPAIR KIT FOR WASH PARK	\$14.12
206824	8/3/2016	A1136669	02405	SEBO'S DO-IT CENTER	RAZOR SCRAPER	\$14.36
205955	7/8/2016	102-79029829681857	08811	AMAZON.COM	BATTERIES 9V	\$14.73
206850	5/31/2016	522713	10274	VOIANCE LANGUAGE SERVICES, LLC	LANGUAGE LINE; 5-19-16	\$14.85
206812	8/8/2016	896279/1	00021	ACE HARDWARE	COUPLINGS, NIPPLES AND TEES	\$14.90
206775	8/5/2016	A1137388	02405	SEBO'S DO-IT CENTER	ROD, FASTENERS - TABLE	\$15.31

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206414	7/18/2016	106-9617249-0887440	08811	AMAZON.COM	TEA - 6 PACK	\$15.36
206811	8/5/2016	0679850-001	00306	BAYSHORE OFFICE PRODUCTS	WCIA MOTOR VEHICLE INSURANCE ID CARDS	\$15.38
205958	7/8/2016	112-9265208-2905008	08811	AMAZON.COM	BATTERIES - D	\$15.45
206794	8/5/2016	C274361	02405	SEBO'S DO-IT CENTER	CEMENT MIXER RENTAL	\$15.98
206870	8/3/2016	94200182	10089	MIDWEST TAPE	DVDS	\$16.25
206709	8/4/2016	1988722302	06718	ARAMARK	STA 2 MAT SERVICE: 8/4	\$16.28
206703	8/4/2016	1988722307	06718	ARAMARK	NYLON MATS CLEANED	\$16.28
206718	8/5/2016	A1137588	02405	SEBO'S DO-IT CENTER	PARTS FOR STREET DEPT	\$17.13
206883	8/1/2016	5043675777	01299	RICOH USA, INC	H/R S/N C86152062 7/1-7/31	\$18.11
206869	7/27/2016	94180276	10089	MIDWEST TAPE	DVDS	\$18.43
206823	8/5/2016	A1137407	02405	SEBO'S DO-IT CENTER	5/8 X 8 HAMMER BIT	\$18.94
205507	6/27/2016	107-4755927-0101036	08811	AMAZON.COM	ELECTRODE STORAGE SOLUTION	\$19.25
206665	8/2/2016	0188-474304	03816	CONSOLIDATED ELECTRICAL DIST	BLDG MAINT; REPAIR OUTSIDE LIGHTS	\$20.31
206708	8/3/2016	1988720163	06718	ARAMARK	STA 3 MAT SERVICE: 8/3	\$21.70
206711	8/4/2016	1988722303	06718	ARAMARK	STA 1 MAT SERVICE: 8/1	\$21.70
206745	8/4/2016	1988722315	06718	ARAMARK	NYLON MAT CLEANING FOR OPS/SHOP	\$23.07
206791	7/27/2016	WAANA84397	00939	FASTENAL CO	SANDING DISKS	\$23.69
206820	7/28/2016	41892	10156	911 SUPPLY	REPLACEMENT NAMETAGS	\$24.00
206903	8/1/2016	17000103	02930	WASHINGTON STATE PATROL	BACKGROUND CHECKS, MUSEUM	\$24.00
206798	8/8/2016	A1138429	02405	SEBO'S DO-IT CENTER	TUBING, PVC TEES, AND WATER TEST GAUGE	\$25.29
206835	8/5/2016	220009664396	02192	PUGET SOUND ENERGY	HEART OF ANACORTES 7/7-8/4	\$28.42
206142	7/12/2016	002-5528353-0161866	08811	AMAZON.COM	CASE OF ROLL PAPER TOWELS	\$31.41
206906	7/28/2016	9411710043	09706	SHRED-IT USA	CONTAINER SHREDDING - CITY HALL	\$33.00
206684	8/3/2016	A1136796	02405	SEBO'S DO-IT CENTER	PARTS FOR WATER DEPT	\$33.23
206831	8/5/2016	220006779395	02192	PUGET SOUND ENERGY	WA PARK 6300 SUNSET AVE. 7/7-8/4	\$33.57
206881	8/1/2016	5043676178	01299	RICOH USA, INC	B&W COPIES SN C86138599 7/1-7/31/16	\$35.00
206882	8/1/2016	5043675310	01299	RICOH USA, INC	Lib 2nd Fl Admin C86078755 B&W Copies	\$35.37
206731	8/3/2016	0522308-IN	02260	REISNER DISTRIBUTOR INC	HYDRAULIC OIL FOR VEH #610A	\$38.49
206852	7/28/2016	9411710061	09706	SHRED-IT USA	OLD RECORDS DESTROYED	\$38.50
206905	8/2/2016	0679574-001	00306	BAYSHORE OFFICE PRODUCTS	OFFICE SUPPLY, HOLE PUNCH	\$39.92
206668	7/28/2016	253-011-6037-1018005	07909	FRONTIER	APD VOICE GRADE CIRCUITS; 7/28/16-8/27/16	\$40.38
206700	8/5/2016	239743	01023	FRONTIER BUILDING SUPPLY	ADHESIVE AND CAULK GUN	\$45.08

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
206734	8/2/2016	895771/1	00021	ACE HARDWARE	HOSE ADAPTERS, NOZZLE AND FITTINGS	\$46.82
206841	8/1/2016	3002691138	03957	THYSSENKRUPP ELEVATOR CORP	PHONE MONITORING - ELEVATOR ~	\$47.88
206735	8/5/2016	239771	01023	FRONTIER BUILDING SUPPLY	BOARDS AND CONCRETE FOR CONCRETE PAD	\$48.92
206858	8/8/2016	201126897	02920	CRIMINAL JUSTICE TRAINING	CJTC; BASIC VASCULAR NECK RESTRAINT TRAINING; TREVINO	\$50.00
206927	8/9/2016	Trademark	03150	SECRETARY OF STATE	TRADEMARK RENEWAL CITY OF ANACORTES	\$50.00
206808	7/29/2016	229292	08765	A WORKSAFE SERVICE INC	DRUG TEST - BYER	\$52.00
206867	7/28/2016	360-299-2484-0726025	07909	FRONTIER	LIBRARY PHONE	\$52.06
206909	8/9/2016	Reim	03178	BARBER, LYNN	REIMBURSE SIHRMA REGISTRATIONS, APRIL, MAY & JUNE	\$54.00
206702	7/28/2016	3602933725-050113-5	07909	FRONTIER	DEPOT TELEPHONE 7/28-8/27/16	\$55.92
206789	8/3/2016	WAANA84589	00939	FASTENAL CO	WRENCH	\$55.94
206865	8/9/2016	08012016	01023	FRONTIER BUILDING SUPPLY	SUPPLIES	\$56.72
206785	8/8/2016	A1138482	02405	SEBO'S DO-IT CENTER	FASTENERS, CABLE CLAMP, NUTDRIVER -	\$56.80
206202	6/29/2016	112-0911275-0669067	08811	AMAZON.COM	LAMINATING POUCHES, OOS TAGS	\$57.00
206675	7/29/2016	238933	01023	FRONTIER BUILDING SUPPLY	LUMBER & PAINT FOR EXTRICATION CRIBBING	\$57.62
206859	8/9/2016	0679882-001	00306	BAYSHORE OFFICE PRODUCTS	SUPPLIES	\$57.84
206806	8/4/2016	761622	01588	LIFE ASSIST INC	FORCEPS	\$60.24
206707	7/28/2016	206-020-3556-0826095	07909	FRONTIER	RADIO TONE LINE 1696: 7/28 - 8/27	\$61.14
206706	7/28/2016	253-014-9093-0826095	07909	FRONTIER	RADIO TONE LINE 1683: 7/28 - 8/27	\$61.14
206729	8/8/2016	Aug 2016	07909	FRONTIER	FACSIMILE PHONE CHARGES	\$61.64
206201	6/29/2016	112-4681876-4869001	08811	AMAZON.COM	DEWALT DRILL	\$64.89
206897	7/31/2016	II.MEADD	01364	ISLAND HOSPITAL	JULY, LIFELINE PYMT, DAVE MEAD	\$64.95
206687	8/3/2016	0188-474361	03816	CONSOLIDATED ELECTRICAL DIST	LIGHTS FOR DEPOT STAGE	\$65.49
206797	7/31/2016	114-4292945	04834	UNITED SITE SERVICES	Portable toilet rental - WA Pk Loop #1	\$65.66
206923	7/28/2016	360-293-0161-0122995	07909	FRONTIER	STA 2 FAX: 7/28-8/27	\$65.74
206204	7/5/2016	104-3481378-9994643	08811	AMAZON.COM	FOLDER LABELS, OFFICE CHAIR FLOOR MAT,	\$67.00
206699	7/28/2016	360-293-6955-1009035	07909	FRONTIER	AFD ELEVATOR PHONE: 7/28 - 8/27	\$67.20
206803	7/31/2016	114-4293728	04834	UNITED SITE SERVICES	PORTABLE TOILET RENTAL - DEPOT	\$67.74
206854	7/29/2016	005793640	00368	GALLS LLC - DBA BLUMENTHAL UNI	UNIFORM SHIRT; SGT FLOYD	\$67.88

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
206924	7/28/2016	360-293-9063-0926075	07909	FRONTIER	STA 3 TELEPHONE 7/28-8/27	\$69.41
206788	8/8/2016	1988726350	06718	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$73.83
206934	8/4/2016	1988722314	06718	ARAMARK	LAUNDRY SVC FOR OPS & PARKS	\$73.86
206669	7/28/2016	360-293-4900-0912865	07909	FRONTIER	APD BAC LINE; 7/28/16-8/27/16	\$74.96
206805	7/15/2016	110-9504936-1473845	08811	AMAZON.COM	OFFICE SUPPLIES	\$75.71
206928	8/28/2016	360-299-6615-0615165	07909	FRONTIER	APD NON-EMERGENCY PHONE LINE 7/28-8/27	\$76.71
206802	7/31/2016	114-4293702	04834	UNITED SITE SERVICES	Portable toilet rental - Community	\$79.04
205957	7/8/2016	103-5893655-1212228	08811	AMAZON.COM	PAPER TOWELS - 3 CASES	\$82.41
206877	8/1/2016	200000667218	02192	PUGET SOUND ENERGY	ELECTRICITY - LIBRARY 10TH & M STREET LIGHT	\$83.19
206666	7/28/2016	253-009-1310-0919005	07909	FRONTIER	APD FRAME RELAY;7/28/16-8/27/16	\$84.22
206774	8/4/2016	A1137129	02405	SEBO'S DO-IT CENTER	BRUSH, REDWOOD FINISH - ACFL	\$85.61
206800	7/31/2016	114-4292947	04834	UNITED SITE SERVICES	Portable toilet rental - Ace of Hearts	\$87.55
206673	8/3/2016	REIMB PETTY CASH	02086	PETTY CASH FUND	REIMBURSE PETTY CASH FUND	\$87.70
206724	8/4/2016	001-343856	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #835	\$92.25
206679	7/28/2016	0177209	00950	FIDALGO BAY COFFEE COMPANY	10 LBS. COFFEE - 7/28	\$93.00
206771	8/4/2016	0177371	00950	FIDALGO BAY COFFEE COMPANY	COFFEE FOR WWTP	\$93.00
206855	8/9/2016	0177059	00950	FIDALGO BAY COFFEE COMPANY	ENG COFFEE	\$93.00
206856	8/9/2016	0177370	00950	FIDALGO BAY COFFEE COMPANY	ENG COFFEE	\$93.00
206826	7/21/2016	0508746	00932	FERGUSON ENTERPRISES, INC	12-YEAR PRORATION MXU (PART OF ORDER	\$94.09
206712	8/4/2016	0177373	00950	FIDALGO BAY COFFEE COMPANY	10 LBS. COFFEE - 8/4	\$94.10
206693	8/3/2016	821003580	09946	CASH & CARRY	ART DASH SUPPLIES	\$96.51
206796	7/31/2016	114-4292944	04834	UNITED SITE SERVICES	Portable toilet rental - Cemetery	\$97.85
206799	7/31/2016	insert#	04834	UNITED SITE SERVICES	Portable toilet rental - Community	\$97.94
206698	7/27/2016	1490959	02519	SKAGIT PUBLISHING	AA1490959 NOTICE OF HEARING PUD-2016-1001 HADDON RD	\$99.50
206768	7/22/2016	114-9087641	08811	AMAZON.COM	LABEL TAPE, TABLET COVER, CHAIR MAT	\$102.49
206585	7/11/2016	3100346	01331	INTERNATIONAL CODE COUNCIL	GROC FYRRCE MEMBERSHIP	\$105.00

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
206719	8/4/2016	001-343900	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #610	\$111.55
206674	7/29/2016	238865	01023	FRONTIER BUILDING SUPPLY	LUMBER AND PAINT FOR EXTRICATION	\$120.77
206689	8/4/2016	0177372	00950	FIDALGO BAY COFFEE COMPANY	COFFEE FOR OPS/PARKS DEPT- 14LBS	\$130.20
206695	8/1/2016	css blau	09815	BLAU, KARL	4 DAYS TO START YOUR BAND 12 HRS.	\$131.75
206847	8/1/2016	5043675624	01299	RICOH USA, INC	ENG C86111692 B&W COPIES	\$131.97
206499	7/28/2016	9181315392	03120	GRAINGER	U BOLTS FOR 8" DUCTILE IRON PIPE	\$132.04
206908	8/1/2016	085682555	03123	XEROX CORPORATION	B&W/COLOR COPIES - CLRCUBE XNE-099723	\$164.30
206792	7/21/2016	6756738Y	01835	NATIONAL FIRE PROTECTION ASSN.	OPEN HOUSE PROMOTIONAL MATERIALS	\$167.45
206426	7/21/2016	PE44586	04110	NORTHWEST FORKLIFT	PART FOR VEH #413	\$170.17
206795	7/31/2016	114-4292943	04834	UNITED SITE SERVICES	Portable toilet rental - Thompson Trail	\$175.00
206736	7/21/2016	July 2016 Statement	07563	DISPLAYS2GO	PURCHASE FROM DISPLAYS 2 GO	\$181.24
204501	5/25/2016	Veh licensing	00765	DEPARTMENT OF LICENSING	LICENSING VEHICLE #609	\$182.00
206732	8/5/2016	0160216-IN	06422	NURNBERG SCIENTIFIC GROUP	DIPPER	\$184.51
206873	6/25/2016	8498 30 017 0487207	04412	COMCAST	INTERNET FEE CITY HALL 7/5-8/4	\$191.12
206801	7/31/2016	114-4293021	04834	UNITED SITE SERVICES	Portable toilet rental - Storvik	\$191.93
206701	7/24/2016	PER DIEM	07841	DOTZAUER, TRAVIS J	TRAINING PER DIEM REIMBURSEMENT; OFC DOTZAUER	\$196.00
206807	7/26/2016	1130047	09961	CARDINAL HEALTH 411, INC.	PHARMACEUTICALS	\$201.75
206815	7/27/2016	48189/2	06246	H.B. JAEGER	EXTENSIONS FOR MANHOLES	\$206.40
206322	7/12/2016	140284	06196	AUTOMOTIVE TRAINING GROUP INC	EVAPORATIVE EMISSIONS TRAINING	\$209.00
206704	8/1/2016	204966	00155	ANACORTES ANIMAL HOSPITAL	BOARD & DISTRAINER; JULY 2016	\$216.70
206705	8/1/2016	117000686	02930	WASHINGTON STATE PATROL	BACKGROUND CHECKS; JULY 2016	\$221.25
206682	7/25/2016	760213	01588	LIFE ASSIST INC	PARAMEDIC SHEARS, FORCEPS, PREP RAZORS,	\$227.78
206814	7/31/2016	6070099	02855	UTILITIES UNDERGROUND LOCATION	LOCATES FOR JULY	\$234.08
206720	8/2/2016	001-343671	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #101	\$250.70
206752	7/14/2016	48440	09532	CANARYSENSE.COM	CALIBRATION GAS	\$264.30
206931	7/31/2016	3090617648	04296	LEXISNEXIS	ON-LINE LEGAL RESEARCH PROGRAM 07/2016	\$270.17
206710	8/5/2016	cpls	00765	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; JULY 2016	\$273.00
206816	7/20/2016	115690	10272	GIANT, STICKER	PUB-ED STICKERS	\$281.18
206670	7/28/2016	360-588-1422-0822015	07909	FRONTIER	APD BUSINESS LINE; 07/28/16-08/27/16	\$286.54

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
206868	7/30/2016	70416046	06753	PROQUEST LLC	DATABASE RENEWALS	\$287.75
206205	7/29/2016	0159955-IN	06422	NURNBERG SCIENTIFIC GROUP	DIPPERS, 32 OZ, 16 OZ, 6' & 12' HANDLES	\$317.10
206672	7/25/2016	REIMB PER DIEM	08731	CLIFFORD, TERRENCE	CELLEBRITE TRAINING PER DIEM; DET CORP CLIFFORD 07/25-07/29	\$318.00
206875	7/31/2016	0000476871	01958	OCLC, INC	CATALOGING, ILL & WORLDCAT DISCOVERY	\$334.47
206904	7/26/2016	9769436162	02879	VERIZON WIRELESS	WTP SCADA MODEMS 6/27-7/26	\$355.69
206828	8/2/2016	200024889996	02192	PUGET SOUND ENERGY	INTAKE STATION ELECTRICITY 7/1-8/1/16	\$356.91
206921	7/28/2016	253-004-9336-0614005	07909	FRONTIER	APD DS1 LINES 7/28-8/27	\$357.65
206589	7/25/2016	LTAC Reimbursement	10267	JOHNSON, DUSTIN	LTAC LIDO 14 NATIONALS SAIL RACES	\$360.04
206678	7/28/2016	16-14554	08938	NORTHWEST SAFETY CLEAN	BUNKER GEAR REPAIR	\$361.39
206922	7/28/2016	253-006-0176-1214945	07909	FRONTIER	APD DS1 LINES 7/28-8/27	\$369.18
206743	7/28/2016	360-299-0953-1017915	07909	FRONTIER	TELEPHONE SERVICE FOR WWTP	\$382.85
206825	8/1/2016	248 984 6277 5	00494	CASCADE NATURAL GAS CORP.	WTP NATURAL GAS USE 6/28/16-7/29/16	\$400.13
206713	8/4/2016	1159102	09961	CARDINAL HEALTH 411, INC.	PHARMACEUTICALS	\$400.99
206821	7/31/2016	5039378MB	01530	LAKESIDE INDUSTRIES	1 1/4 & 1 1/2 GRAVEL	\$402.46
206913	7/28/2016	206-188-1822-0627005	07909	FRONTIER	BUSINESS LINE/SUMMARY BILL 7/28-8/27	\$404.83
206594	7/27/2016	8561000221523	02896	VISA	CITY HALL REPAIR ITEMS	\$407.70
206370	7/18/2016	6276	06498	COASTAL WEAR PRODUCTS	PART FOR VEH #303	\$444.85
206819	7/27/2016	2406012	09791	ZOLL MEDICAL CORPORATION	ECG CABLES FOR MONITOR	\$456.51
206787	6/9/2016	1422-T05	00369	BLYTHE PLUMBING & HEATING INC	PREVENTATIVE MAINTENANCE - CHANGE FILTER	\$456.79
206676	6/28/2016	9647	09161	CLEANER GUYS LLC	WEEKLY CLEANING OF STA 1 FOR JUNE	\$488.00
206677	7/29/2016	9842	09161	CLEANER GUYS LLC	WEEKLY CLEANING OF STA 1 FOR JULY	\$488.00
206726	8/8/2016	cs-HawkeyeWrestling	09021	AYSC - HAWKEYE WRESTLING	WRESTLING CAMP PAYMENT	\$507.00
206818	7/28/2016	48264/2	06246	H.B. JAEGER	12 X 4 DI TEE, 12" MEGA-LUG KIT	\$531.24
206822	7/28/2016	41910	10156	911 SUPPLY	UNIFORMS: KENNEDY, WALSH	\$540.86
206846	8/9/2016	Pay Application 4	02616	SRV CONSTRUCTION INC	EMERGENCY SEWER RECONSTRUCTION PAY APP 4	\$543.29
206681	7/26/2016	94105477	10090	ARROW INTERNATIONAL	BOX EZ-IO 45 MM NEEDLES	\$560.89
206830	8/1/2016	0509341	00932	FERGUSON ENTERPRISES, INC	MXU'S 11 YEAR & 14 YEAR PRO-RATION	\$564.61
206861	8/3/2016	8316BH	08360	ACCU-COMM, INC.	TECHNICAL SERVICE WITH WIRELESS	\$575.05

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206809	7/26/2016	2016wildlandAFD	05510	SKAGIT FIRE DISTRICT 11	WILDLAND CLASS: TRUCKEY, WALLACE, KANE	\$600.00
206680	7/25/2016	21225	00841	ECONOWASH LAUNDRY & DRY	JULY LAUNDRY	\$643.13
206840	8/9/2016	0005	09418	ZERVAS GROUP ARCHITECTS	WWTP REMODEL	\$680.00
206730	8/3/2016	0101944	06543	PACIFIC TIRE	TIRES FOR SHOP STOCK	\$735.17
206880	8/1/2016	5043675200	01299	RICOH USA, INC	LIB C86078711 COPIES	\$756.06
206872	8/3/2016	94079296	01318	INGRAM LIBRARY SERVICES	BOOKS - ADULT	\$789.34
206860	8/9/2016	16-837	09370	GATEWAY INTERIORS	INSTALL TILE NORTH ENTRANCE CITY HALL	\$844.74
206836	8/9/2016	1328-30	06080	MAKERS	COMP PLAN JULY 2016	\$867.50
206691	8/1/2016	css krueger	09203	KRUEGER, BRAYDN	4 DAYS TO START YOUR BAND -CONTRACTED	\$900.00
206817	8/3/2016	216070249	05771	ALERT-ALL CORPORATION	HELMETS, BADGES FOR PUB-ED	\$916.83
206773	7/29/2016	55482955	02154	150-PRAXAIR DISRIBUTION INC	CYLINDER RENTAL	\$998.82
206294	7/19/2016	0516476	00932	FERGUSON ENTERPRISES, INC	8' FLANGES AND COUPLINGS	\$1,028.84
206690	6/3/2016	6-3-16	01921	NORTHWEST PARKING EQUIPMENT	DUAL HYBRID CARD READER, FIRMWARE	\$1,144.45
206833	7/11/2016	1318	08734	POSM SOFT LLC	YEARLY SERVICE CONTRACT FOR SEWER VIDEO	\$1,500.00
206721	8/8/2016	89541	01939	NORTHSTAR CHEMICAL	SODIUM BISULFITE 38% SOLUTION	\$1,640.52
206839	8/9/2016	1200002072	05880	HDR ENGINEERING INC	WTP 5/1/16- 6/25/16	\$1,792.74
206728	7/31/2016	5104077MB	01530	LAKESIDE INDUSTRIES	WA CLASS G ASPHALT FOR WATER DEPT	\$1,866.45
206879	8/9/2016	ALCS-COA-2016-1	09865	ALCS	SOLAR ENERGY PAYMENT	\$1,874.70
206829	7/28/2016	0508746-1	00932	FERGUSON ENTERPRISES, INC	MXU'S - 13 YEAR PRORATIONS (PART OF	\$2,150.69
206920	7/28/2016	360-293-0327-0122885	07909	FRONTIER	CITY MAIN PHONE	\$2,263.72
206832	7/6/2016	1290	09986	SIGNDOG NW	SIGNAGE FOR CITY HALL	\$2,333.84
206862	8/9/2016	200015995380	02192	PUGET SOUND ENERGY	ELECTRICITY	\$2,560.85
206876	8/1/2016	200000667101	02192	PUGET SOUND ENERGY	ELECTRICITY - LIBRARY	\$2,653.40
206866	7/26/2016	530469	01522	KUSTOM SIGNALS INC	SMALL TOOLS; RADAR UNITS	\$2,832.06
206878	8/8/2016	COA0816	09183	SYSTEMS DESIGN	AMBULANCE SERVICE BILLING JULY	\$3,310.61
206725	8/8/2016	cs- seahawksoccer	00060	AHS GIRLS SOCCER BOOSTER CLUB	SOCCER CAMP PAYMENT	\$4,000.00
206769	8/1/2016	15-075.3	09652	SCHEMMER CONSULTING GROUP LLC	STORVIK PARK DESIGN & BID DOCUMENTS	\$5,125.00
206722	8/8/2016	cs- juleneB	07953	BROGAN, JULENE	PAYMENT FOR ART CAMP INSTRUCTOR	\$5,334.00
206842	8/9/2016	0006	09418	ZERVAS GROUP ARCHITECTS	WWTP REMODEL	\$6,116.00
206441	7/26/2016	Quote 10289	06119	GRANITE PRECASTING & CONCRETE	2 MAN HOLES M AVE SS PROJECT	\$7,000.42
206853	8/9/2016	172	10237	KINDRED HYDRO, INC.	STORM INFILTRATION FEASIBILITY ASSESSMENT	\$7,680.00

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205080	6/2/2016	2502084389	01232	HEWLETT PACKARD ENTERPRISE CO.	NETWORK SWITCHES	\$8,699.51
206849	8/9/2016	217	09869	KULSHAN SERVICES LLC	EVALUATE NPDES II PROGRAM	\$10,730.00
206838	8/9/2016	1200002071	05880	HDR ENGINEERING INC	BLUE HERON RESERVOIR	\$15,454.80
206671	7/31/2016	CL50435	02260	REISNER DISTRIBUTOR INC	VEHICLE FUEL - JULY	\$17,084.94
206844	8/9/2016	1190-03	02616	SRV CONSTRUCTION INC	EMERGENCY SEWER RECONSTRUCTION-PAY APP 3	\$48,527.36
206843	8/9/2016	1190-02	02616	SRV CONSTRUCTION INC	EMERGENCY SEWER RECONSTRUCTION - PAY APP 2	\$57,679.61
206930	8/10/2016	1386960-0043-8	02997	WASTE MANAGEMENT	JULY 2016 CONTRACTED SERVICES	\$94,704.51
206827	8/1/2016	200012505505	02192	PUGET SOUND ENERGY	WTP ELECTRICITY 7/1/16-7/31/16	\$100,870.18
206834	8/9/2016	Pay Application 3	02383	SCIMITAR CONSTRUCTION	OVERLAY INFRASTRUCTURE IMPROVEMENTS	\$134,616.85
206667	8/3/2016	Pay Application 1	10270	MCCLURE & SONS, INC, LES MCCLURE	INCINERATOR SCRUBBER IMPROVEMENT PROJECT	\$182,696.97

Total

\$766,671.98



City Council Agenda Bill

Meeting Date: 8/15/2016 **Agenda Item:** 20160815Item5c

Subject: Contract to Install New VFDs for Pumps 3 & 4 at WTP Intake Pump Station

Staff Contact: Fred Buckenmeyer

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

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

Summary Statement: City Staff seeks City Council consent to award a contract to Dahl Electric, Inc. in the amount of \$73,666.08 to install new Variable Frequency Drives (VFDs) on Pumps 3 & 4 located at the WTP Intake Pump Station.

Background: On August 1, 2016 the City solicited bids under the Small Works Roster process. On August 9, 2016 bids were open and the successful low bidder is Dahl Electric, Inc. These VFDs will facilitate improved operator control of water flow and result in energy savings.

Budget Impact	
Amount Budgeted	\$803,597
Budget Account (BARS)	401.00.594.34.63
Proposed Expenditure	\$73,666.08
Budget Amendment Required?	No
Revenue Source	City Funds

Proposed Contract	
Contractor	Dahl Electric Inc.
Amount	\$73,666.08
Start Date	Contract Inception
End Date	90 Days from Start

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council provide its consent to contract with Dahl Electric in the amount of \$73,666.08 to install new Variable Frequency Drives on Pumps 3 & 4 located at the WTP Intake Pump Station.

Alternative Actions: N/A

Attachments: Contract



PURCHASE ORDER 15-054-WTR-002

Date: August 16, 2016

Contact: Dahl Electric Inc.
Address: 521 E Victoria Avenue
Burlington, WA 98233

Issuing Office:
City of Anacortes
Public Works Department
Denise Van Wyck, Grant/Contracts Administrator
PO Box 547
Anacortes, WA 98221

Contact: Dahl Electric Inc.
Address: 521 E Victoria Avenue
Burlington, WA 98233
Name: Rick Batdorf, Project Manager
Phone: (360) 755-1145 x 22
(360) 815-6726 Cell

City Contact:
Jeff Marrs
(360) 661-1390
Email: jeffm@cityofanacortes.org

Completion Date: 90 Days From Mayor Signature Date

Water Treatment Plant
14489 Riverbend Road
Mount Vernon, WA 98273

Shipping Terms : FOB Destination

Qty	DESCRIPTION	U/M	Amount
1	Remove Existing Variable Frequency Drives (VFDs) and Install New VFDs on Pumps 3 & 4 at Intake Pump Station and Complete Successful Demonstration: Dahl Electric Inc. (hereinafter referred to as "Contractor") shall provide all labor, equipment and materials to de-install existing Variable Frequency Drives (VFDs) on Pumps 3 & 4 located at the City's Intake Pump Station at the intersection of Avon Allen Road and Highway 536. Once old VFDs are removed, Contractor install two (2) new VFDs in accordance with Request for Bid 15-054-WTR-002 transmitted to Bidders via Email of August 1, 2016 from Denise Van Wyck at City of Anacortes (hereinafter referred to as "City") to Bidders. The Work is subject to the attached General Provisions and attached Contractor's Bid Proposal which includes specifications for the equipment proposed for installation. The aforementioned documents are hereby incorporated by reference and hereby made a part hereof. Questions of a technical nature may be directed to Contact as named above. Questions of a contractual nature may be directed to the Issuing Office.	LS	\$67,895.00
	Subtotal		\$67,895.00
	Sales Tax @ 8.5%		\$ 5,771.08
	Total Price		\$73,666.08

DAHL ELECTRIC INC.

CITY OF ANACORTES

Signature

MAYOR

(Print Name)

Date

Date

GENERAL PROVISIONS
REPLACE VARIABLE FREQUENCY DRIVES (VFDs) AT INTAKE PUMP STATION
PROJECT 15-054-WTR-002

1. DEFINITIONS

Contract Execution Date

The date the City officially binds the Agency to the Contract.

Completion Date

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

Final Acceptance Date

The date on which the City accepts the Work as complete.

Business Day

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

Contract Bond

Applies to bond form(s) required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

Contract Documents

See definition for "Contract".

Contract Time

The period of time established by the terms and conditions of the Contract within which the Work must be physically completed. Contract start date is the Contract Execution date.

Engineer

The City's representative who administers the construction for the City (i.e. WTP Manager or his appointed designee).

2. EXECUTION OF CONTRACT

Within 10 calendar days after the award date, the successful bidder shall return the signed City-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the City, the successful bidder shall provide any pre-award information the City may require under Section 1-02.15.

Until the City executes a contract, no proposal shall bind the City nor shall any work begin within the project limits or within City-furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the City.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within 10 calendar days after the award date stated above, the City may grant up to a maximum of 5 additional calendar days for return of the documents, provided the City deems the circumstances warrant it.

3. CONTRACT PERFORMANCE AND PAYMENT BONDS

The successful bidder shall provide executed contract bonds for the full contract amount. This contract bond shall:

1. Be on a City-furnished forms;
2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and

GENERAL PROVISIONS
REPLACE VARIABLE FREQUENCY DRIVES (VFDs) AT INTAKE PUMP STATION
PROJECT 15-054-WTR-002

- b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time;
4. Guarantee that the surety shall indemnify, defend, and protect the City against any claim of direct or indirect loss resulting from the failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the contract, or
 - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, materialperson, or any other person who provides supplies or provisions for carrying out the work;
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond must be signed by the president or vice-president, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect by the president or vice-president).

4. CHANGES

The City reserves the right to make, at any time during the Work, such changes in quantities and such alterations in the Work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the Surety, and the Contractor agrees to perform the Work as altered. Among others, these changes and alterations may include:

1. Deleting any part of the Work.
2. Increasing or decreasing quantities.
3. Altering Specifications, designs, or both.
4. Altering the way the Work is to be done.
5. Adding new Work.
6. Altering facilities, equipment, materials, services, or sites, provided by the City.
7. Ordering the Contractor to speed up or delay the Work.

The City will issue a written change order for any change unless the remainder of this Section provides otherwise.

If the alterations or changes in quantities significantly change the character of the Work under the Contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the Work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the City may determine to be fair and equitable. If the alterations or changes in quantities do not significantly change the character of the Work to be performed under the Contract, the altered Work will be paid for as provided elsewhere in the Contract. The term *significant change* shall be construed to apply only to the following circumstances:

- A. When the character of the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
- B. When an item of Work, as defined elsewhere in the Contract, is increased in excess of 125 percent or decreased below 75 percent of the original Contract quantity.

**GENERAL PROVISIONS
REPLACE VARIABLE FREQUENCY DRIVES (VFDs) AT INTAKE PUMP STATION
PROJECT 15-054-WTR-002**

5. FINAL INSPECTION

Final Inspections and Operational Testing

Substantial Completion Date

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefor.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

Final Inspection and Physical Completion Date

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the City, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

**GENERAL PROVISIONS
REPLACE VARIABLE FREQUENCY DRIVES (VFDs) AT INTAKE PUMP STATION
PROJECT 15-054-WTR-002**

6. METHOD OF SERVING NOTICES

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

7. WATER AND POWER

The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item.

8. ORAL AGREEMENTS

No oral agreement or conversation with any officer, agent, or employee of the City, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the contract. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the City, unless subsequently put in writing and signed by the City.

9. LAWS TO BE OBSERVED

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Project Manager to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

10. STATE SALES TAX

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The City will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

**GENERAL PROVISIONS
REPLACE VARIABLE FREQUENCY DRIVES (VFDs) AT INTAKE PUMP STATION
PROJECT 15-054-WTR-002**

The City will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The City may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the City, retail sales tax on the full contract price. The City will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The City will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

11. DEFENSE AND INDEMNITY AGREEMENT

The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

12. INSURANCE

A. Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

**GENERAL PROVISIONS
REPLACE VARIABLE FREQUENCY DRIVES (VFDs) AT INTAKE PUMP STATION
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B. No Limitation

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

Contractors required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the City has granted substantial completion of the project.

D. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products- completed operations aggregate limit.
3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

E. City Full Availability of Contractor Limits

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

F. Other Insurance Provision

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

G. Contractor's Insurance for Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors or subcontractors as well as to any temporary structures, scaffolding and protective fences.

H. Waiver of Subrogation

The Contractor and the City waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

I. Acceptability of Insurers

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

J. Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

K. Subcontractors

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

L. Notice of Cancellation

**GENERAL PROVISIONS
REPLACE VARIABLE FREQUENCY DRIVES (VFDs) AT INTAKE PUMP STATION
PROJECT 15-054-WTR-002**

The Contractor shall provide the Public Entity and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. Failure to Maintain Insurance

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

13. PROSECUTION OF WORK

After the Contract has been executed and the contract bond and evidence of insurance have been approved and filed by the City, Work shall commence. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the Contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the Contract.

14. TIME FOR COMPLETION

Contract time shall begin on the Contract Execution date.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the City to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
 - a. Certified Payrolls (per Section 1-07.9(5)).
 - b. Material Acceptance Certification Documents
 - c. Quarterly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
 - d. Final Contract Voucher Certification
 - e. Property owner releases per Section 1-07.24

**GENERAL PROVISIONS
REPLACE VARIABLE FREQUENCY DRIVES (VFDs) AT INTAKE PUMP STATION
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15. Intentionally Left Blank

16. PAYMENTS

Monthly progress payments may be requested provided that the Contractor submits a breakdown of the costs to-date of the lump sum along with supportive data or receipts to enable the Project Manager to determine the Work performed to-date and the progress payment amount are substantiated.

Payments will be issued within 30 days of receipt of request for payment less Retainage.

17. THE CITY'S RIGHT TO TERMINATE CONTRACT

A. Termination for Default

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

B. Termination for Public Convenience

The City may terminate the contract in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the City at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the City.

18. VENUE AND CHOICE OF LAW

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the law of the State of Washington.

The Contractor agrees to defend, indemnify and save harmless the City, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the City, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the City, its appointed or elected officials or employees. It is further provided that no liability shall attach to the City by reason of entering into this contract, except as expressly provided herein.

**GENERAL PROVISIONS
REPLACE VARIABLE FREQUENCY DRIVES (VFDs) AT INTAKE PUMP STATION
PROJECT 15-054-WTR-002**

19. DISPUTES

A. General

Differences between the Contractor and the City, arising under and by virtue of the Contract Documents shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the City, shall be final and conclusive.

B. Notice of Potential Claims

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

C. Detailed Claim

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

20. FORCE MAJEURE

Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this contract. Rights Reserved: The City reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the City.

21. RETAINAGE

Pursuant to RCW 60.28, a sum of 5 percent of the monies earned by the Contractor will be retained from progress estimates. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to Title 82 RCW, and (2) the claims of any person arising under the Contract. The City may at its option, accept a retainage bond in lieu of retainage.

Release of the retainage will be made 60 days following the Completion Date (pursuant to RCW 39.12, and RCW 60.28) provided the following conditions are met:

**GENERAL PROVISIONS
REPLACE VARIABLE FREQUENCY DRIVES (VFDs) AT INTAKE PUMP STATION
PROJECT 15-054-WTR-002**

1. On Contracts totaling more than \$35,000, a release has to be obtained from the Washington State Department of Revenue.
2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the City (RCW 39.12.040).
3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.
4. Washington State Department of Labor and Industries (per Section 1-07.10) shows the Contractor is current with payments of industrial insurance and medical aid premiums.
5. All claims, as provided by law, filed against the retainage have been resolved. In the event claims are filed and provided the conditions of 1, 2, 3, and 4 are met, the Contractor will be paid such retained percentage less an amount sufficient to pay any such claims together with a sum determined by the City sufficient to pay the cost of foreclosing on claims and to cover attorney's fees.

21. PREVAILING WAGES

Before any payment is made by the City of Anacortes of any sums under this contract, the contractor and each subcontractor must provide the City with a copy of the statement of *Intent to Pay Prevailing Wages* approved by the Washington State Department of Labor and Industries.

Following contract completion, the City will not release any funds retained, according to the provisions of RCW 60.28.010, until the contractor and each subcontractor has provided the City a copy of the *Affidavit of Wages Paid* approved by the Washington State Department of Labor and Industries.

The Department of Labor and Industries provides the wage forms. Payment by the contractor or subcontractor of any fees are incidental to the project and all costs shall be included in other pay items of the project.

For contracts in excess of \$10,000, the contractor must post in a conspicuous place at the job site, a copy of the statement of *Intent to Pay Prevailing Wages* approved by the Department of Labor and Industries and the address and phone number of the Industrial Statistician where complaints or inquires may be made. The City will refer any dispute regarding the prevailing rate of wage to the Department of Labor and Industries for arbitration.

The State of Washington prevailing wage rates applicable for this public works project, which is located in Skagit County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvwagelookup.aspx>. The applicable effective date for prevailing wages for this project is March 2016. A copy of the applicable prevailing wage rates are also available for viewing at the office of the Owner, located at 904 6th Street, Anacortes, WA. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.

**BID PROPOSAL 15-054-WTR-002
REPLACE VARIABLE FREQUENCY DRIVES -
PUMPS 3 & 4 @ WTP INTAKE PUMP STATION**

TO: City of Anacortes
City Hall
904 Sixth Street
Anacortes, WA 98221

Attention: Jeff Marrs - City Project Manager

The undersigned, hereinafter called the bidder, declares that the only persons or parties interested in this proposal are those named herein; that this proposal is in all respects fair and without fraud; that it is made without collusion with any official of the City of Anacortes; and that the proposal is made without any connection or collusion with any person making another proposal of this contract.

The bidder declares that he/she has carefully examined the contract documents for the construction of the project; that he/she has personally inspected the site; that he/she has satisfied him or herself as to the quantities involved, including materials and equipment and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the contract documents and that this proposal is made according to the provisions and under the terms of the contract documents, which documents are hereby made a part of this proposal.

The bidder declares that he/she has exercised his/her own judgment regarding the interpretation of subsurface information and has utilized all data, which he/she believes pertinent from the Engineer, Owner and other sources in arriving at his/her conclusions.

The bidder agrees that if this proposal is accepted, he/she will, within **Ten (10) Calendar** days after Notification of Award, execute the contract with the City of Anacortes in the form of contract included in the contract documents, and will, prior to the time of execution of the contract, deliver to the City of Anacortes the Performance and Payment Bond, all Certificates of Insurance and proof of a City of Anacortes Business License required therein and will, to the extent of his/her proposals, furnish all necessary labor, tools, materials, equipment, and services required to do the work in the manner, in the time, and according to the methods as specified in the contract documents and required by the Engineer or other designated project representative there under.

The bidder further agrees, if awarded the contract, to begin work upon full execution of the contract Physical Completion shall be achieved within **Ninety (90) Calendar Days** after the work commences.

In the event the bidder is awarded the contract and shall fail to complete the work within the time limit agreed upon as more particularly set forth in the contract documents, liquidated damages shall be paid to the owner per the Standard Specifications contained in the contract documents.

The bidder proposes to accept as full payment for the work proposed herein the amount computed under the provisions of the contract documents and based upon the unit price, it

being expressly understood that the unit price is independent of the exact quantities involved. Bidder agrees that the unit prices shown represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type of work called for in these contract documents.

The undersigned bids for complete construction of the following described project:

**REPLACE VARIABLE FREQUENCY DRIVES -
PUMPS 3 & 4 @ INTAKE PUMP STATION**

NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
1	1	Remove Existing VFDs and Install New VFDs on Pumps 3 & 4 at Intake Pump Station Complete Successful Demonstration Period	At \$ 68,975.00	\$ 67,895.00
			LUMP SUM	
			8.5% Sales Tax	\$ 5,771.08
			Total:	\$ 73,666.08

<i>x Rick Batdorf</i>	August 9, 2016
Signature of authorized representative	Date
Rick Batdorf	Estimator
Name of signer	Title

Proposal must be signed by an authorized representative of the firm submitting this bid. By signing this proposal, the bidder agrees to all requirements contained in the contract documents.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Addendum _____, Initial _____	Addendum _____, Initial _____
Addendum _____, Initial _____	Addendum _____, Initial _____

Name of Bidder:	Dahl Electric
Mailing Address:	521 E. Victoria Ave.
City, State, Zip:	Burlington, WA 98233
Telephone:	360-755-1145 x22
Email:	rickb@dahlelectric.com
Contractor State License No:	DAHLEE1926QD

ABB ACS550 Standard Drive



What is the ACS550 Customer Value?

- **Reduced commissioning and installation costs**
 - Many assistants including Start-up, Drive Optimizer, Real-time Clock, Diagnostics, Maintenance, Serial and PID.
 - Two soft-keys that change according to the operator panel state
 - Field upgradeable firmware
 - Easy connection of cables
 - New conduit box is suitable for US and Europe
 - Built-in brake chopper (10Hp, 230V / 15Hp, 480V and 600 V)
 - Optional plug-in fieldbus modules
 - Reduced size and weight with Patented Swinging Choke (R1-R6) - equivalent to a 5% Line Impedance
 - 3% Impedance AC Line Reactor (R8)
 - Removable operator panel
 - Only Class T fuses required for high speed short circuit protection
 - NEMA 12 enclosure does not require derating
 - Smaller physical size of internal option slots
 - FlashDrop programming (unpowered drive)
- **Reduced energy costs without power factor penalties and correction capacitors**
 - Patented swinging choke provides substantially reduced harmonics, more inductance to the correct load and higher power factor
 - Up to 25% less THD v. traditional DC choke
 - Daily timer controls for time-of-day backoff e.g. start/stop process changes
- **Reduced Drive-Motor system failures and costs**
 - Preventative "Maintenance Assistant" annunciation feature schedules Drive-Motor system maintenance

The ABB ACS550 AC drive combines a sophisticated microprocessor with an advanced IGBT power switching technology to deliver V/Hz, Closed Loop Flux Vector and Sensorless Vector control of AC motors. Its intuitive control panel offers numerous benefits making it the most user-friendly panel in the drives industry. The extensive library of pre-programmed application macros maximizes convenience and minimizes start-up time. This drive can handle the most demanding industrial applications in an efficient, dependable and economic manner

Where can it be used?

The ABB ACS550 standard drive can be used in a wide range of industries. Typical applications include pump, fan and constant torque use, such as conveyors. The ABB ACS550 standard drive is ideal for those situations where there is a need for simplicity to install, commission and use and where customizing or special product engineering is not required.

ABB ACS550 Standard drive promises

- Quick delivery
- Easy installation
- Trouble-free start-up
- Intuitive operation

Highlights

- Advanced control panel permitting intuitive operation
- Patented swinging choke for superior harmonic reduction (R1-R4) and AC line reactor (R5-R8)
- Sensorless vector control
- Integral EMC filter as standard
- Built-in Modbus RTU and numerous internally mountable fieldbus adapters
- FlashDrop
- Coated boards for harsh environments
- UL, cUL, C-Tick and Gost-R approved
- Built-in brake chopper (10Hp, 230V / 15Hp, 480V and 600 V)
- Many assistants including Start-up, Drive Optimizer, Real-time Clock, Diagnostics, Maintenance, Serial and PID
- Seismic Certification to ICC AC-156 Criteria

What are the ACS550's Main Features and Benefits Supporting Customer Value?

Feature	Note	Benefit
Advanced Control Panel	Two soft-keys change according to the state of the panel Built-in "Help" button Real-time clock, allows timed tracing of faults and setting of parameters at various times of day Changed parameter menu	Easy commissioning Fast set-up Easier configuration Rapid fault diagnostics Quick access to recent parameter changes
Brake Chopper	Built-in up to 15 Hp (480 and 600V) and up to 10 Hp (240V)	Reduced installation cost
Chokes	5% equivalent impedance swinging choke-matches the right inductance to the right load, suppressing and reducing harmonics (R1-R4), 3% impedance AC line reactor (R5-R8)	Reduces Total Harmonic Distortion (THD) emissions up to 25%
Connectivity	Simple to install: Easy connection of cables Easy connection of external fieldbus systems through multiple I/Os and plug-in options	Reduced installation time Secure cable connections
Assistants (v3.11a+)	Diagnostic assistant activated when fault occurs Maintenance assistant monitors running hours or motor rotation Start-up assistant guides user through all essential settings without going to parameter list and offers option for parameter backup automatically PID Controller assistant guides user set-up without going to parameter list Real-time clock assistant helps user adjust time and date functions Serial communications assistant provides a convenient way to set-up fieldbus connections Drive optimizer permits user to choose drive set-up for low noise, drive & motor efficiency or motor control accuracy	Quick fault diagnostics Takes care of drive preventative maintenance Easy set-up of parameters Simplifies closed loop process control adjustment Allows quick adjustment of time and date Provides easy set-up of fieldbus connectivity Quickly tailors drive to application
Built-in EMC	Built-in category C2 (1st environment) filter	No need for external filtering
Sensorless vector control	Improve motor control performance	Enables wider range of applications
Switching frequency control	Permits the highest possible switching frequency based on operating and ambient conditions	Considerable motor noise reduction and improved efficiency
Flashdrop	Faster and easier drive set-up and programming	New fast, safe and trouble free method to download parameters available without powering the drive - patented
Coated boards	Longer lifetime in hostile environments. Reduced servicing requirements	Protections against moisture and hostile particles as standard
Flange Mounting Kits	Allows mounting the drive with the heatsink external to a 3rd party enclosure - frame size R1-R6	Reduces heat and enclosure size

Ratings, Types and Voltages



Type code

This is the unique reference number that clearly identifies the drive by mounting configuration, power rating and voltage. Once you have selected the type code, the frame size can be used to determine the drives dimensions, shown on the next page.

Voltages

The ACS550 is available in three voltage ranges:

2 = 208 - 240V

4 = 380 - 480V

6 = 500 - 600V

Notes

- I_{2N} : continuous base current with 110% overload for 1 minute / 10 minutes.
- I_{2hd} : continuous base current with 150% overload for 1 minute / 10 minutes.
- 180% I_{hd} continuous base current available for 2 seconds / 1 minute.
- The rated current of the ACS550 must be greater than or equal to the rated motor current to achieve the rated motor power given in the table.
- All -U1 models come with a conduit box and advanced control panel as standard.
- Horsepower is based on NEMA motor ratings for most 4-pole motors (1800 rpm). Check motor nameplate current for compatibility.
- All 230V product can be operated on 230V single-phase power, using a de-rate of the output current of 50%.
- All -U2 models come standard with US conduit openings, top entry / top exit, common mode filter for drives larger than 200 HP, fused disconnect and extended enclosure with advanced control panel.

Type Code UL Type 1 NEMA 1 (5,6)	Nominal Ratings				Frame Size
	Normal Duty (CT) (110% I _{2N})		Heavy Duty (CT) (150% I _{2N})		
	I _A ^{2N} (1,7)	P _N ^N HP (4,5)	I _A ^{2hd} (2,3,7)	P _{hd} ^{hd} HP (4,5)	
ACS550-U1-04A6-2	4.6	1.0	3.5	0.75	R1
ACS550-U1-06A6-2	6.6	1.5	4.6	1.0	R1
ACS550-U1-07A5-2	7.5	2.0	6.6	1.5	R1
ACS550-U1-012A-2	11.8	3.0	7.5	2	R1
ACS550-U1-017A-2	16.7	5.0	11.8	3	R1
ACS550-U1-024A-2	24.2	7.5	16.7	5	R2
ACS550-U1-031A-2	30.8	10	24.2	7.5	R2
ACS550-U1-046A-2	46.2	15	30.8	10	R3
ACS550-U1-059A-2	59.4	20	46.2	15	R3
ACS550-U1-075A-2	74.8	25	59.4	20	R4
ACS550-U1-088A-2	88	30	74.8	25	R4
ACS550-U1-114A-2	114	40	88	30	R4
ACS550-U1-143A-2	143	50	114	40	R6
ACS550-U1-178A-2	178	60	150	50	R6
ACS550-U1-221A-2	221	75	178	60	R6
ACS550-U1-248A-2	248	100	192	75	R6
ACS550-U1-03A3-4	3.3	1.5	2.4	1	R1
ACS550-U1-04A1-4	4.1	2	3.3	1.5	R1
ACS550-U1-06A9-4	6.9	3	5.4	2	R1
ACS550-U1-08A8-4	8.8	5	6.9	3	R1
ACS550-U1-012A-4	11.9	7.5	8.8	5	R1
ACS550-U1-015A-4	15.4	10	11.9	7.5	R2
ACS550-U1-023A-4	23	15	15.4	10	R2
ACS550-U1-031A-4	31	20	23	15	R3
ACS550-U1-038A-4	38	25	31	20	R3
ACS550-U1-045A-4	44	30	38	25	R3
ACS550-U1-059A-4	59	40	44	30	R4
ACS550-U1-072A-4	72	50	59	40	R4
ACS550-U1-078A-4	77	60	65	50	R4
ACS550-U1-097A-4	96	75	77	60	R4
ACS550-U1-125A-4	124	100	96	75	R5
ACS550-U1-157A-4	157	125	124	100	R6
ACS550-U1-180A-4	180	150	156	125	R6
ACS550-U1-246A-4	245	200	192	150	R6
ACS550-U2-316A-4	316	250	240	200	R8
ACS550-U2-368A-4	368	300	302	250	R8
ACS550-U2-414A-4	414	350	368	300	R8
ACS550-U2-486A-4	486	400	414	350	R8
ACS550-U2-526A-4	526	450	477	400	R8
ACS550-U2-602A-4	602	500	515	450	R8
ACS550-U2-645A-4	645	550	590	500	R8
ACS550-U1-02A7-6	2.7	2	2.4	1.5	R2
ACS550-U1-03A9-6	3.9	3	2.7	2.0	R2
ACS550-U1-06A1-6	6.1	5	3.9	3.0	R2
ACS550-U1-09A0-6	9	7.5	6.1	5.0	R2
ACS550-U1-011A-6	11	10	9	7.5	R2
ACS550-U1-017A-6	17	15	11	10	R2
ACS550-U1-022A-6	22	20	17	15	R3
ACS550-U1-027A-6	27	25	22	20	R3
ACS550-U1-032A-6	32	30	27	25	R4
ACS550-U1-041A-6	41	40	32	30	R4
ACS550-U1-052A-6	52	50	41	40	R4
ACS550-U1-082A-6	62	60	52	50	R4
ACS550-U1-077A-6	77	75	62	60	R6
ACS550-U1-099A-6	99	100	77	75	R6
ACS550-U1-125A-6	125	125	99	100	R6
ACS550-U1-144A-6	144	150	125	125	R6

Construction



"U1" within the type code indicates the drive mounting configuration. U1 models are wall-mounted, while "U2" models are free-standing with an extended enclosure and fused disconnect. Choose the correct one for your needs from the table below:

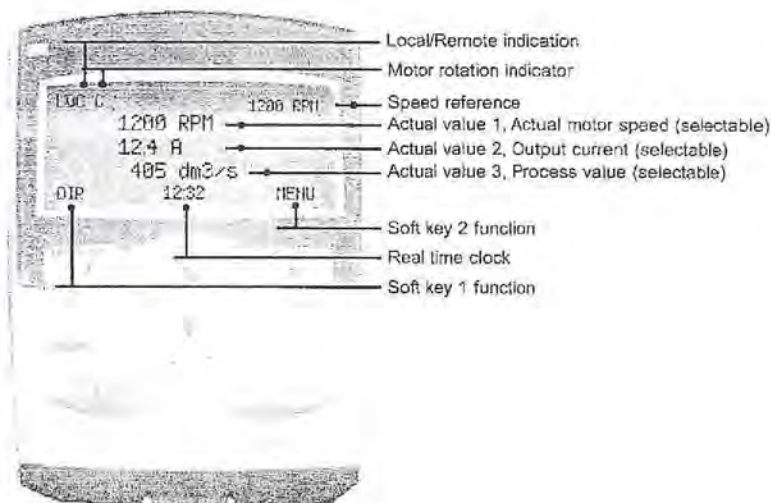
U1	U2
- Wall mounted, frame size R1-R6 0.75 - 200 HP - UL Type 1 (IP21) NEMA 1 or UL Type 12 (IP54) NEMA 12 - Built-in EMC filter - Standard software - Built-in Modbus RTU interface - Cable connection box - Brake chopper in frame sizes R1-R2 - Advanced control panel - Swinging choke (Frames R1-R6) - AC Reactor (Frame R8)	- Free standing, frame size R8 250 - 550Hp - UL Type 1 (IP21) NEMA 1 - Standard software - Built-in Modbus RTU interface - Free-standing with extended enclosure and fused disconnect - Advanced control panel - AC Reactor (Frame R8)

Advanced Control Panel

For easy drive programming, a detachable, multilingual alphanumeric advanced control panel is delivered as standard. The control panel has various assistants and built-in help functions to guide the user. It includes a real time clock, which can be used during fault logging and in

controlling the drive, such as start/stop and maintenance reminders. The control panel can be used for copying parameters for back up or for downloading to another drive. A large graphical display and soft keys make it extremely easy to navigate.

Symbol	Function
	Start Initiates operation of drive
	Stop Ceases operation of drive
	Up Changes parameters and their value/ increases reference
	Down Changes parameters and their value/ decreases reference
	Loc/Rem Changes drive state from local control to remote control (I/O or other external source)
	HELP Built-in "Help" button
	Soft key 1 Function changes according to state of panel
	Soft key 2 Function changes according to state of panel



Options

Control interfaces

How to select options

The options shown below are available for use with the ACS550. Each item has a 4-digit option code, which is shown in the table below. This code is added to the end of the type code above using a '+'. Ordering options using the plus option code provides a factory installed option, while using the field kit code provides a field installable kit (-KIT).

Available options		
Plus Option Code	Description	Field Kit Code
Protection class		
+B055	UL Type 12 (IP54) NEMA 12	
Slot 1 Options		
+L511	Relay Output Extension	OREL-01-KIT
+L502	Pulse Encoder Interface	OTAC-01-KIT
Slot 2 Options		
+L512	115/230V Digital Input Interface	OHDI-01-KIT
+K451	DeviceNet	RDNA-01-KIT
+K454	Profibus-DP	RPBA-01-KIT
+K462	ControlNet	RCNA-01-KIT
+K466	EtherNet/IP and Modbus/TCP	RETA-01-KIT
+K457	CANopen	RCAN-01-KIT
+K467	PROFINET and Modbus/TCP	RETA-02-KIT

NOTE:

- Only one option can be installed in each option slot.
- Embedded Modbus RTU

Panel mounting kit (ATL501-IP66)

The panel mounting kit, OPMP-01, enables mounting of control panels on cabinet doors. This kit includes a 10 ft (3 m) extension cable, a gasket, mounting screws and a mounting template.



ACS/H-CP-EXT: permits permanent mounting of panel to external surface of NEMA 1 or NEMA 12 enclosures.

ACS/H-CP-EXT-IP66: permits permanent mounting of panel to external surface of NEMA 4X enclosures.

DriveWindow Light 2 (3AFE04532871)

DriveWindow Light 2 is a PC software used for rapid commissioning, operating and programming of drives. It has features for programming, monitoring, troubleshooting and maintenance.

It is also a set-up and control tool which is Win98, WinNT, Win2000 and WinXP compatible.

DriveWindow Light 2 operates both off- and on-line. No additional PC hardware is required. It uses the PC's RS-232 port. It is also compatible with drive types ACS350, ACS800, DCS400 and DCS800.

DriveWindow Light 2 features

- Graphical start-up wizards
- Off- and on-line viewing and changing of drive parameters
- Backup and restore parameters. In a fault situation, the parameters can be reloaded resulting in time savings
- Graphical monitoring of actual signal values
- I/O mapping table
- Control of the drive

DrivePM

DrivePM (Parameter Manager) is a software tool designed to create, edit and copy parameter sets included with a FlashDrop. For each parameter, and parameter group, the user can change the default or hide the parameter or entire group. FlashDrop does not require the drive to have power applied. FlashDrop is also compatible with the ACS150 and ACS350.

FlashDrop MFD-01

FlashDrop is a powerful palm-sized tool for fast and easy parameter selecting and setting. This tool can be used to download parameters to a drive in less than three seconds. Using this tool, it is possible to hide selected parameters to protect the machine. Only parameters needed in the application are shown. FlashDrop does not require the drive to be powered. The MFD-01 includes Drive PM (Drive Parameter Manager) software tool to create, edit and copy parameter sets.



FlashDrop
(MFD-01)



City Council Agenda Bill

Meeting Date: 8/15/2016

Agenda Item: 20160815Item5d

Subject: Approve Contract to Excavate and Remove Sediment Materials from WTP Lagoons

Staff Contact: Fred Buckenmeyer

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

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

Summary Statement: City staff seeks City Council consent to issue a contract to Louis W. Nutter, Sr. in the amount of \$32,550.00 to excavate and remove sediment from Lagoons 1 & 2 located at the Water Treatment Plant (WTP).

Background: The WTP has three lagoons that are used for sediment waste. Sediment is removed from the source water as part of the treatment process and discharged into one of the three lagoons. Each year a lagoon(s) is dewatered so that the sediment can be excavated and removed. The sediment material is either placed on-site as fill material or hauled from the site. The WTP produces on an average 7,000 to 10,000 yards of sediment per year.

Budget Impact	
Amount Budgeted	\$101,500
Budget Account (BARS)	401.730.534.10.48
Proposed Expenditure	\$32,550
Budget Amendment Required?	No
Revenue Source	City Funds

Proposed Contract	
Contractor	Louis W. Nutter, Sr.
Amount	\$32,550
Start Date	Contract Inception
End Date	15 September 2016

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: Sediment will continue to collect in the lagoons and if left for an extended period of time could lead to possible discharge violations of the plants NPDES General Discharge Permit.

Recommended Motion: I move that City Council provide its consent to enter into a contract with Louis W. Nutter, Sr. in the amount of \$32,550 to excavate and remove sediment material from WTP Lagoons 1 & 2.

Alternative Actions: N/A

Attachments: Contract



CONTRACT 16-068-WTR-001

**Between
City of Anacortes
and
Louis W. Nutter Sr.**

Remove Sediment from WTP Lagoons 1 & 2

This contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Louis W. Nutter, Sr., a private contractor at 15880 Mt. View Road, Mount Vernon, WA 98274 (herein after referred to as "Contractor").

I. Scope of Work:

Contractor shall furnish all materials, equipment and labor to excavate and remove the sediment materials from Lagoons 1 & 2 at the Water Treatment Plant (WTP) which includes hauling approximately 15,000 yards of material off site. Work is subject to enclosed Exhibit A, General Provisions, which is hereby incorporated by reference and made a part hereof.

II. Contract Start/Completion:

Work shall be coordinated with the WTP Manager, Jeff Marrs, who may be reached at (360) 661-1390 (cell) or (360) 428-1598 (office). Physical Completion shall be reached by September 15, 2016. Work will be performed during normal business hours, Monday through Friday, 8:00 a.m. to 4:30 p.m.

III. Contract Price and Payment Terms:

Upon acceptance of completed Work, a total fixed price of **Thirty-Two Thousand Five Hundred Fifty Dollars (\$32,550.00), which includes \$2,550.00 sales tax**, is to be paid by the City to the Contractor in accordance with the terms of this Contract.

IV. Job Safety:

Contractor shall comply with all Department Labor and Industries safety standards while on the job.

V. Contractor/Subcontractor License Requirements:

In order to perform public work, the Contractor and subcontractors must hold or obtain such licenses and registrations as required by State Statutes and codes, Federal and Local laws and regulations, and a City of Anacortes Business License.

VI. Subcontracting

Contractor shall give reasonable notice in advance of placing any subcontract; preferably before subcontracted work begins. "Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of work for the Contractor. It includes but is not limited to purchase orders and changes or modifications to purchase orders.

The following information shall be included (i) a description of the supplies or services to be subcontracted, (ii) identify the type of subcontract to be used, (iii) identify the proposed subcontractor, and (iv) proposed subcontract price.

Responsibility criteria to be included in each subcontract:

1. Have a certificate of registration in compliance with RCW 18.27
2. Have a current State unified business identifier number
3. Have industrial insurance coverage for the subcontractor's employees working in Washington (Title 51 RCW)
4. An employment security department number (Title 50 RCW)
5. A State excise tax registration number (Title 82 RCW)
6. Not disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3)
7. Verify these responsibility criteria for every lower tier subcontractor at the time of subcontract execution; and
8. Include the responsibility criteria in every lower tier subcontract.

Approval to subcontract shall not:

1. Relieve the Contractor of any responsibility to carry out the Contract
2. Relieve the Contractor of any obligations or liability under the Contract and the Contractor's bonds
3. Create any contract between the City and the subcontractor(s), or
4. Convey to the subcontract any rights against the City.

IN WITNESS WHEREOF the Contractor has executed this instrument on the day and year first below written and the Authorized Official has caused this instrument to be executed by and in the name of the City the day and year below written.

CITY OF ANACORTES

LOUIS W. NUTTER, SR.

Laurie Gere, Mayor

Signature

Date

Date

Printed Name

EXHIBIT A
CONTRACT 16-068-WTR-001
GENERAL PROVISIONS

1. DEFINITIONS

Contract Execution Date

The date the City officially binds the Agency to the Contract.

Completion Date

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

Final Acceptance Date

The date on which the City accepts the Work as complete.

Business Day

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

Contract Bond

Applies to bond form(s) required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

Contract Documents

See definition for "Contract".

Contract Time

The period of time established by the terms and conditions of the Contract within which the Work must be physically completed. Contract start date is the Contract Execution date.

Engineer

The City's representative who administers the construction for the City

2. EXECUTION OF CONTRACT

Within 10 calendar days after the award date, the successful bidder shall return the signed City-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the City, the successful bidder shall provide any pre-award information the City may require under Section 1-02.15.

Until the City executes a contract, no proposal shall bind the City nor shall any work begin within the project limits or within City-furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the City.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within 10 calendar days after the award date stated above, the City may grant up to a maximum of 5 additional calendar days for return of the documents, provided the City deems the circumstances warrant it.

3. CONTRACT PERFORMANCE AND PAYMENT BONDS

The successful bidder shall provide executed contract bonds for the full contract amount. This contract bond shall:

1. Be on a City-furnished forms;
2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time;

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GENERAL PROVISIONS

4. Guarantee that the surety shall indemnify, defend, and protect the City against any claim of direct or indirect loss resulting from the failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the contract, or
 - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, materialperson, or any other person who provides supplies or provisions for carrying out the work;
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond must be signed by the president or vice-president, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect by the president or vice-president).

4. CHANGES

The City reserves the right to make, at any time during the Work, such changes in quantities and such alterations in the Work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the Surety, and the Contractor agrees to perform the Work as altered. Among others, these changes and alterations may include:

1. Deleting any part of the Work.
2. Increasing or decreasing quantities.
3. Altering Specifications, designs, or both.
4. Altering the way the Work is to be done.
5. Adding new Work.
6. Altering facilities, equipment, materials, services, or sites, provided by the City.
7. Ordering the Contractor to speed up or delay the Work.

The City will issue a written change order for any change unless the remainder of this Section provides otherwise.

If the alterations or changes in quantities significantly change the character of the Work under the Contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the Work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the City may determine to be fair and equitable. If the alterations or changes in quantities do not significantly change the character of the Work to be performed under the Contract, the altered Work will be paid for as provided elsewhere in the Contract. The term *significant change* shall be construed to apply only to the following circumstances:

- A. When the character of the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
- B. When an item of Work, as defined elsewhere in the Contract, is increased in excess of 125 percent or decreased below 75 percent of the original Contract quantity.

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5. FINAL INSPECTION

Final Inspections and Operational Testing

Substantial Completion Date

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefor.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

Final Inspection and Physical Completion Date

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the City, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

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6. METHOD OF SERVING NOTICES

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

7. PUBLIC CONVENIENCE AND SAFETY

The Contractor shall be responsible for providing adequate safeguards, safety devices, protective equipment, and any other needed actions to protect the life, health, and safety of the public, and to protect property in connection with the performance of the Work covered by the Contract. The Contractor shall perform any measures or actions the Project Manager may deem necessary to protect the public and property. The responsibility and expense to provide this protection shall be the Contractor's except that which is to be furnished by the City as specified elsewhere. Nothing contained in this Contract is intended to create any third-party beneficiary rights in favor of the public or any individual utilizing the facilities being constructed or improved under this Contract.

8. ORAL AGREEMENTS

No oral agreement or conversation with any officer, agent, or employee of the City, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the contract. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the City, unless subsequently put in writing and signed by the City.

9. LAWS TO BE OBSERVED

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Project Manager to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

10. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

The City will not pay for unauthorized or defective Work. Unauthorized or defective Work includes: Work and materials that do not conform to Contract requirements; Work done beyond the lines and grades set by the Plans or Project Manager; and extra Work and materials furnished without the City's written approval. At the Project Manager's order, the Contractor shall immediately remedy, remove, replace, or dispose of unauthorized or defective Work or materials and bear all costs of doing so.

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If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

11. STATE SALES TAX

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The City will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The City will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The City may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or

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above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the City, retail sales tax on the full contract price. The City will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The City will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

12. INDEMNIFICATION/HOLD HARMLESS

The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

13. INSURANCE

A. Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

Contractors required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured

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contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

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

E. Public Entity Full Availability of Contractor Limits

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

F. Other Insurance Provision

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

G. Acceptability of Insurers

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

H. Verification of Coverage

Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

I. Subcontractors' Insurance

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The

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Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

J. Notice of Cancellation

The Contractor shall provide the Public Entity and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

K. Failure to Maintain Insurance

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

14. PROSECUTION OF WORK

After the Contract has been executed and the contract bond and evidence of insurance have been approved and filed by the City, Work shall commence. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the Contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the Contract.

15. TIME FOR COMPLETION

Contract time shall begin on the Contract Execution date. Work shall complete by September 15, 2016.

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. Intent and Affidavit to Pay Prevailing Wages must be filed and approved for receive full payment of the Contract amount.

16. PAYMENTS

Monthly progress payments may be requested provided that the Contractor submits a breakdown of the costs to-date of the lump sum along with supportive data or receipts to enable the Project Manager to reconcile between the Work performed to-date and the amount submitted for payment.

The City is not authorized to pay for Work performed under this contract until a copy of the approved Intent to Pay Prevailing Wage is submitted to the City on behalf of the prime contractor and all sub-contractors. This statement has been approved by the Washington State Department.

Payments will be issued within 30 days of receipt of request for payment less Retainage.

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17. THE CITY'S RIGHT TO TERMINATE CONTRACT

A. Termination for Default

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

B. Termination for Public Convenience

The City may terminate the contract in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the City at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the City.

18. VENUE AND CHOICE OF LAW

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the law of the State of Washington.

19. DISPUTES

A. General

Differences between the Contractor and the City, arising under and by virtue of the Contract Documents shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the City, shall be final and conclusive.

B. Notice of Potential Claims

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

C. Detailed Claim

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the City, the Contractor has given the City a detailed written statement of each element of cost or other

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compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

20. FORCE MAJEURE

Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this contract. Rights Reserved: The City reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the City.

21. RETAINAGE

Pursuant to RCW 60.28, a sum of 5 percent of the monies earned by the Contractor will be retained from progress estimates. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to Title 82 RCW, and (2) the claims of any person arising under the Contract. The City may at its option, accept a retainage bond in lieu of retainage.

Release of the retainage will be made 60 days following the Completion Date (pursuant to RCW 39.12, and RCW 60.28) provided the following conditions are met:

1. On Contracts totaling more than \$35,000, a release has to be obtained from the Washington State Department of Revenue.
2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the City (RCW 39.12.040).
3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.
4. Washington State Department of Labor and Industries (per Section 1-07.10) shows the Contractor is current with payments of industrial insurance and medical aid premiums.
5. All claims, as provided by law, filed against the retainage have been resolved. In the event claims are filed and provided the conditions of 1, 2, 3, and 4 are met, the Contractor will be paid such retained percentage less an amount sufficient to pay any such claims together with a sum determined by the City sufficient to pay the cost of foreclosing on claims and to cover attorney's fees.

Under \$35,000, the Contractor may elect to sign a Contractor's Declaration Retention of Contract Amount in Lieu of Contract and Performance Bonds which is regulated by RCW 39.08.010. Therein, retainage is fifty percent (50%) and release of payment is subject to the statutory requirements set forth therein.

22. PREVAILING WAGES

Before any payment is made by the City of Anacortes of any sums under this contract, the contractor and each subcontractor must provide the City with a copy of the statement of *Intent to Pay Prevailing Wages* approved by the Washington State Department of Labor and Industries.

Following contract completion, the City will not release any funds retained, according to the provisions of RCW 60.28.010, until the contractor and each subcontractor has provided the City a copy of the *Affidavit of Wages Paid* approved by the Washington State Department of Labor and Industries.

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The Department of Labor and Industries provides the wage forms. Payment by the contractor or subcontractor of any fees are incidental to the project and all costs shall be included in other pay items of the project.

For contracts in excess of \$10,000, the contractor must post in a conspicuous place at the job site, a copy of the statement of *Intent to Pay Prevailing Wages* approved by the Department of Labor and Industries and the address and phone number of the Industrial Statistician where complaints or inquires may be made. The City will refer any dispute regarding the prevailing rate of wage to the Department of Labor and Industries for arbitration.

The State of Washington prevailing wage rates applicable for this public works project, which is located in Skagit County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvwagelookup.aspx>. The applicable effective date for prevailing wages for this project is March 2016. A copy of the applicable prevailing wage rates are also available for viewing at the office of the Owner, located at 904 6th Street, Anacortes, WA. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.

**CONTRACTOR'S DECLARATION
RETENTION OF CONTRACT AMOUNT IN LIEU OF
CONTRACT AND PERFORMANCE BONDS
RCW 39.08.010**

CONTRACT 16-068-WTR-001

In lieu of providing Contract Performance and Payment Bonds, I hereby direct the City of Anacortes to retain 50 percent (50%) of my payment for this project for a period of 30 days after acceptance of the completed work or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

Project Name	Remove Sediment from WTP Lagoons 1 & 2		
Company Name	Louis W. Nutter, Sr.		
Address	15880 Mt View Road		
City/State/Zip	Mount Vernon, WA 98274		
Name (Print)			
Signed		Date	
Title			

c/o Wright Bookkeeping Inc PS
PO Box 347
Sedro Woolley, WA 98284

DATE	ESTIMATE #
06/07/2016	534

NAME / ADDRESS
City of Anacortes PO Box 547 Anacortes, WA 98221

Phone #	Fax #
(360) 424-7762	(360) 424-8742

DESCRIPTION	QTY	COST
Anacortes Water Treatment Plant Pond Cleaning: Pond #1: Clean the Bottom of Pond #1 & remove left over material from 2015. Pond #2: Clean, load & place all materials that comes out of pond #2 To be completed this summer		30,000.00
	(8.5%)	\$2,550.00
	TOTAL	\$32,550.00

From: Marrs, Jeff
Sent: Thursday, August 04, 2016 2:20 PM
To: Van Wyck, Denise
Subject: Scope of Work for Lagoon Cleaning

Denise,

Here is a summary statement for the scope of work that will be done during the lagoon cleaning. Feel free to edit as needed.

Summary Statement: This Contract will authorize Luis Nutter to excavate and remove the sediment materials from Lagoon 1 and 2 at the water treatment plant.

Background: The water treatment plant has three lagoons that are used for sediment waste. Sediment is removed from the source water as part of the treatment process and discharged into one of the three lagoons. Each year a lagoon is dewatered and the sediment is excavated out. The sediment material is either placed on-site at the plant as fill material or hauled off to other locations for re-use. The plant produces on average 7,000-10,000 yards of sediment annually.

Competing Viewpoints Considered: Sediment will continue to collect in the lagoons and if left for an extended period of time could lead to possible discharge violations of the plants NPDES General Discharge Permit.

Jeff Marrs
Manager
City of Anacortes Water Treatment Plant
14489 Riverbend Road
Mount Vernon WA 98273
360-428-1598
Cell: 360-661-1390
jeffm@cityofanacortes.org

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Van Wyck, Denise

From: Marrs, Jeff
Sent: Wednesday, July 20, 2016 9:16 AM
To: Van Wyck, Denise
Subject: FW: Estimate 534 from LOUIS W. NUTTER, SR.
Attachments: Est_534_from_LOUIS_W._NUTTER_SR._5952.pdf

Denise,

Would you be able to prepare a contract for Louis to clean out lagoon #1 and #2 as well as complete any site cleanup and dress work where fill materials are placed? Lagoon #2 is just about ready to get into. I would like the work to be completed by the end of September.

Jeff Marrs
Manager
City of Anacortes Water Treatment Plant
14489 Riverbend Road
Mount Vernon WA 98273
360-428-1598
Cell: 360-661-1390

jeffm@cityofanacortes.org

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From: LOUIS W. NUTTER, SR. [mailto:replyTo@intuit.com]
Sent: Friday, June 10, 2016 10:42 AM
To: Marrs, Jeff <jeffm@cityofanacortes.org>
Subject: Estimate 534 from LOUIS W. NUTTER, SR.

Dear Customer :

Please review the estimate below. Feel free to contact us if you have any questions.

We look forward to working with you.

Sincerely,

LOUIS W. NUTTER, SR.

To view your estimate

Open the attached PDF file. You must have [Acrobat® Reader®](#) installed to view the attachment.



City Council Agenda Bill

Meeting Date: 8/15/2016

Agenda Item: 5e

Subject: Narcotics Enforcement Multi-Jurisdictional Task Force

Staff Contact: Chief Bowers

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

Action Type	
	Ordinance No.
	Code Revision?
	Resolution No.
x	Contract - Interlocal
	Public Hearing
	Staff Report

Summary Statement: This updated version of an existing Interlocal Agreement needs to be executed to secure federal funding for the Task Force.

Background: This is an updated version of an existing Interlocal between Anacortes, Burlington, Sedro Woolley, Mount Vernon, Skagit County, San Juan County, the Swinomish Tribe, and the Washington State Patrol. The Interlocal created a Task Force to address drug abuse and drug trafficking and provided the resources to be contributed by each agency. The current Interlocal has not been updated since 2008 and, to receive federal funding under the Federal Equitable Sharing program, the agreement needs to be updated annually. The only terms that have changed since the 2008 version are the deletion of the Town of Concrete, as their law enforcement services are provided through the Skagit County Sherriff's Office.

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

Proposed Contract	
Contractor	Multiple Jdx
Amount	
Start Date	Execution
End Date	None

Previous Council/Committee Action: The Interlocal was last updated in 2008

Competing Viewpoints Considered: N/A

Recommended Motion: I move we authorize Mayor Gere to Execute the attached Narcotics Enforcement Multi-Jurisdictional Task Force Interlocal Agreement

Alternative Actions: N/A

Attachments (listed in order presented): Proposed Agreement and Signature Page.

NARCOTICS ENFORCEMENT
MULTI-JURISDICTIONAL TASK FORCE
INTERLOCAL AGREEMENT

This Interlocal Agreement is made and entered into pursuant to the provisions of RCW 39.34, between City of Mount Vernon, City of Anacortes, City of Burlington, City of Sedro Woolley, Skagit County, San Juan County, Swinomish Tribal Community and the Washington State Patrol. Skagit County and its Sheriff's Office will be the applicant jurisdiction, and the following agencies are signed as participating jurisdictions:

1. Anacortes Police Department
2. Burlington Police Department
3. Sedro Woolley Police Department
4. Mount Vernon Police Department
5. Skagit County Prosecutor's Office
6. San Juan County Sheriff Office
7. Swinomish Tribal Police
8. Washington State Patrol

PROBLEM STATEMENT

The participating agencies have experienced a crime problem due to drug abuse, which has rapidly increased from the 1970's to present. This increase stems not only from an increase in population in all areas and in the changing drug trends, but also from lack of resources to maximize drug enforcement efforts. Drug abusers commit a significant number of major crimes, such as residential and commercial burglary, robbery, assault, computer crime, theft and forgery as well as murder. This experience is consistent with national trends that reveal a greater number of crimes committed by drug users.

Additionally, Skagit County has experienced an increase in methamphetamine labs; dump sites, and usage since 2000. In an effort to combat this methamphetamine increase in Skagit County, Skagit County Interlocal Drug Enforcement Task Force "SCIDEU" has made numerous arrests for this crime and removed a significant amount of methamphetamine from the street. From all indications nationwide, the methamphetamine epidemic will continue to rise which will require ongoing resource commitment.

The Task Force has been successful in reducing drug trafficking in our area since the late 1980's, due to this Interlocal Agreement. Prior to the creation of the Task Force the enforcement efforts directed at reducing drug trafficking were performed by law enforcement agencies working alone. Separate from the Task Force there has been little coordinated and concentrated effort directed at drug offenders and offenses, despite the fact that drug traffickers and the crime they generate do not respect jurisdictional boundaries of municipalities and counties. Significant drug arrests have occurred because of detailed investigations by existing investigative units; however, multi-agency Task Force operations have been proven more effective at all levels of investigation. An intensive and concentrated effort directed at such offenders can result in

significant crime reductions far in excess of the results of additional staffing devoted to normal police patrol functions and/or investigative units.

NEEDS STATEMENT

The criminal justice system must do its part to reduce the drug abuse and related problems in our area by coordinated and concentrated effort, initiating and conducting drug investigations at all levels possible and enforcing the criminal provisions of the Uniform Controlled Substance Act; RCW 69.32, 69.40, and 69.50.

PROJECT DESCRIPTION

On July 1, 1991, the Task Force was created, since then the efforts of the Task Force have had a major impact on reducing drug trafficking. The Task Force is comprised of personnel assigned from law enforcement agencies within Skagit and San Juan Counties, Washington State Patrol and the Skagit County Prosecutor's Office. It is agreed that one full-time investigative person or more will be assigned from each of the following agencies:

1. Mount Vernon Police Department
2. Burlington Police Department
3. Anacortes Police Department
4. Skagit County Sheriff Office
5. Washington State Patrol

PARTICIPATING AGENCIES AND CONCEPT AGREEMENT

The Agencies agree to participate in the activities of the Task Force as described in this Interlocal Agreement.

CONTEMPLATED UNIT TASKS

The Task Force's contemplated tasks are investigations centering around narcotics trafficking and manufacturing to impact all levels of dealer, where possible, with the primary focus on mid and upper level dealers.

UNIT OBJECTIVE

This section identifies specific targeted objectives to be met by the Task Force.

1. Identify, arrest, and assist in the prosecution of drug dealers.
2. Identify and seize marijuana grow operations.
3. Intercept illegal drug supplies in transit to or through Skagit and San Juan Counties.
4. Identify and eliminate clandestine drug laboratories.
5. Seize assets and restrict use of structures known to be used by drug dealers and manufacturers.
6. Impact drug trafficking organizations previously untouched.

SECTION ONE – PURPOSE

The participating jurisdictions:

1. Authorize their respective representatives to execute any and all necessary documents to obtain grant funds available pursuant to the State and Local Law Enforcement Assistant Act for the purpose of establishing a multi-jurisdictional Task Force;
2. Authorize personnel from their respective jurisdictions to participate in the activities of the Task Force according to the work plan established in the application for grant funds; and
3. Authorize personnel from the law enforcement agencies of their respective jurisdictions to enter into operation agreements, such as those pursuant to RCW 10.93, if not already established, to enable these agencies to participate in multi-jurisdictional Task Forces.

SECTION TWO – DURATION

This Agreement shall commence on the day and year it is executed by the respective representatives and, shall remain in effect until the Task Force is terminated (see section twenty-six). This Agreement shall supersede in-full all prior Agreements heretofore adopted by the parties relevant to the formation and operation of a multi-jurisdictional Drug Task Force.

SECTION THREE – FINANCING

Respective participating jurisdictions in the aggregate agree to provide no less than thirty-three and one-third percent (33.33%) of the financial resources to support Task Force project activities according to the budget adopted by the Task Force Executive Board.

In addition, each respective jurisdiction assures that the financial resources provided by jurisdictions do not supplant or replace currently appropriated resources.

The Executive Board Chairperson shall be responsible for account of Task Force expenditures.

The Task Force budget will be established by the grant that is received annually and approved by the Executive Board. The Executive Board Chairman shall be responsible for the accounting of the Task Force Expenditures.

All cash seizures will go to the Skagit County Interlocal Drug Fund to be made available to the Task Force for continuing drug investigative use.

Assets acquired by the Task Force will stay with the Task Force in accordance with RCW 69.50.505, Seizures and Forfeitures. In the event the Task Force Unit is disbanded, such task force equipment derived from seizures will be held as pool equipment by the applicant agency.

However, if only one agency terminates from the Task Force, equipment derived from seizures will remain with the Task Force (see Section Seven).

SECTION FOUR – ADMINISTRATION

The Skagit County Sheriff's Office is the applicant jurisdiction. The applicant jurisdiction agrees to provide the necessary documentation to receive grant funds and ensure that the provisions of the application, which is the basis for which any grant is awarded, are met. The participating jurisdictions will arbitrate among themselves any dispute arising under this Agreement.

Any disagreement or disputes concerning property disposition, resources, or any problems that cannot be resolved between the agencies shall be put in writing by the complaining agency and forwarded to the Executive Board Chairperson. The Chairperson will contact the other agency(ies) in the dispute and allow that agency(ies) to offer a written rebuttal. Upon receiving both written documents of dispute, the Chairperson shall submit them to the Executive Board at the next meeting for arbitration. The Executive Board will issue a ruling in writing to both/all agencies as to their decision, which will be binding on both/all agencies.

The Task Force Commander shall act as principal liaison and facilitator between the Executive Board and the Task Force and shall be responsible for keeping the Executive Board informed on all matters relating to the function, expenditures, accomplishments and problems of the Task Force, including managing the budget, overseeing personnel issues, maintaining relations between the Task Force and the participating agencies, and other matters as delegated by the Executive Board.

No joint oversight or administrative board is created hereby. In particular, it is not the intent of the parties to create a separate legal entity by virtue of entering into this Agreement.

The parties recognize and acknowledge that the Task Force is not a legal entity subject to legal process. Notwithstanding the foregoing, the parties further recognize that it will be necessary for personnel assigned to the Task Force to maintain in a secure environment appropriate to the circumstances all documents and records developed, received, or maintained by personnel assigned to the Task Force. In accordance with the purposes of the Public Records Act, Chapter 42.17 RCW, the parties to this agreement designate the Task Force Commander as their agent for the sole purpose of receiving and responding to request for public records. The parties to this agreement shall forward to the Task Force Commander all such requests for public records in a timely manner, so as to allow a response to the requester of such records within five business days of receipt of such request, all as set forth in RCW 42.17.320. Skagit County shall provide legal review of such requests, and advice to the Task Force Commander on matters pertaining to the Public Records Act.

SECTION FIVE – BOARD OF DIRECTORS AND ORGANIZATION

Overall governance of the Task Force's operations, including the setting of investigative priorities and general operating procedures, will be vested in an Executive Board, comprised of

an appropriate representative from each participating law enforcement agency within Skagit and San Juan Counties, Washington State Patrol, and the Skagit County Prosecutors Office.

Each member of the Executive Board shall have an equal vote in the conduct of its business. One member will be elected by the members as the Chairperson and will remain in that capacity for one year. The Chairperson shall be responsible for keeping parties to this Interlocal Agreement informed on all matters relating to the functions, expenditures, accomplishments, and problems of the Task Force. If the Task Force continues in existence, a new election will occur each year. The Executive Board will convene at least quarterly to review the Task Force's activities. The Chairperson may call extra sessions, as necessary. When the Board votes on any matter, a majority shall be required for passage. In emergency situations, the Chairperson may conduct a telephone poll of the Executive Board members to resolve an issue.

Under the direction of the Executive Board, the Task Force Commander shall act as principal liaison and facilitator between the Executive Board and the Task Force. The Task Force Commander shall be responsible for keeping the Executive Board informed on all matters relating to the function, expenditures, accomplishments, and problems of the Task Force.

All persons assigned to the Task Force shall work under the immediate supervision and direction of the Task Force Supervisor, who shall be selected by the Task Force Commander, subject to approval of the Executive Board. All persons assigned to the Task Force shall adhere to the rules and regulations as set forth in the Task Force's Policy and Procedures Manual, as well as their individual departmental rules, policies and procedures.

For the purpose of indemnification of participating jurisdictions against any losses, damages or liabilities arising out of the services and activities of the Task Force, the personnel so assigned by any jurisdiction shall be deemed to be continuing under his/her employment by that assigning jurisdiction and its Police Department (see Section 22).

Each agency contributing staffing to the Task Force will continue that employee as an employee of the contributing agency and such contributing agency will be solely responsible for that employee.

Any duly sworn peace officer, while assigned to duty with the Task Force as herein provided and working at the direction of the Executive Board, its Chairperson, Task Force Commander, and the Task Force Supervisor, shall have the same powers, duties, privileges and immunities as are conferred upon him/her as a peace officer in his/her own jurisdiction as applied to the duties under the Task Force.

SECTION SIX – CLANDESTINE LAB RESPONSE

With the increase of clandestine labs and the hazardous substances associated with them in Skagit and San Juan County, there is a need to be prepared for response and the handling of these types of cases in the most efficient and safe manner possible.

In 2002, the Executive Board authorized Task Force members to become trained in clandestine lab investigations.

The scope of clandestine lab investigations by the Task Force is limited to their specific training and experience. The Task Force will comply with all applicable federal and state laws and regulations required in these investigations and will work in a partnership with fully-established lab teams when investigating clandestine labs. The Task Force will perform a support role with fully-qualified clandestine lab teams when handling clandestine labs.

There will be no further expansion of the role of the Task Force to become a full Clandestine Lab response team without the express approval of the Executive Board.

SECTION SEVEN – ACQUISITION AND USE OF EQUIPMENT

In the event that any equipment is acquired with grant funds received from the Department of Community, Trade and Economic Development, the participating jurisdictions agree to use the equipment only for specified program purposes during the life of the grant. After the grant period ends, the participating jurisdictions agree to use the equipment only for approved law enforcement purposes and to devise a process for disposition that meets federal requirements, should the Task Force operation end.

The furniture purchased with the initial outlay of grant funds shall be retained by the applicant agency after the term for the grant expires. They shall use the equipment only for approved law enforcement purposes and will dispose of it through a program that meets federal requirements.

SECTION EIGHT – INTEGRATION

This Agreement contains all the terms and conditions agreed upon by the parties, including - necessary operational agreements between the law enforcement agencies of the respective jurisdictions, if any. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

SECTION NINE – DEFINITIONS

The following terms shall have the following meanings, unless the context indicates otherwise:

1. Assisting Agency: Any or all police agencies contacted for mutual aid by the primarily responsible agency.
2. Task Force: The consortium of officers from the law enforcement agencies that are responsible for carrying out the terms of the grant and drug investigations.
3. Mobilization: To organize or put into readiness for active law enforcement services.
4. Mutual Aid: Aid or assistance in which two or more agencies agree to perform in common.

5. Applicant Jurisdiction: The primary agency (in this case, Skagit County Sheriff's Office) who is responsible for administering the Department of Commerce grant.
6. Participating Jurisdiction: Agencies agreeing to participate in the grant with Skagit County and the Skagit County Sheriff's Office as an assisting agency.
7. Primarily Responsible Agency: The law enforcement agency within whose local geographical jurisdiction a drug investigation is taking place.
8. Signatory Agency: Agencies agreeing to aid the Task Force and who signed the Mutual Aid and Interlocal Agreements.

SECTION TEN – INTELLIGENCE GATHERING AND COLLATION

Each participating agency, as well as the applicant agency, will use the standardized "incident report sheet" to gather intelligence to be used for targeting Task Force attention. The forms, and all other intelligence, will be forwarded to the Task Force headquarters where it will be entered and filed for use of all participating agencies.

SECTION ELEVEN – USE OF RESOURCES

It is the intent of the Skagit County Sheriff's Office and its participating agencies that the Task Force be utilized to its fullest potential in combating the drug problem in the Skagit and San Juan County areas. Operations of the Task Force shall be in full cooperation and coordination with the local jurisdictions in which the investigations are taking place. In all cases, the local agencies will be kept apprised of the status of the cases within their jurisdiction.

In the event of a drug operation occurring within Skagit or San Juan Counties, the first law enforcement resources to be used after those of the Task Force shall be those of the participating jurisdiction within whose area the operation is taking place. In the event that these additional resources are inadequate to control the situation, a request for mutual aid under this plan will be made directly to an assisting agency by the primarily responsible agency's supervisor in conjunction with the Task Force Supervisor. Such requests for assistance shall, if possible, specify the number of police officers and types of equipment required, and shall further specify where and to whom the equipment should be delivered.

In all cases, the Task Force shall endeavor to work closely with the jurisdictions in whose areas the investigations are taking place in regards to staffing and resources.

SECTION TWELVE – RESOURCE LIST

The parties to this Agreement shall provide the names, addresses, and phone numbers of its staff who have the authority to commit or request staffing and/or equipment to any mobilization effort.

SECTION THIRTEEN – PRESS RELEASE

All agencies participating in this Agreement will make all press releases through the Task force Commander, or jointly, if requested by the primarily responsible agency.

SECTION FOURTEEN – ARREST POLICIES

Arrest policies will be determined by mutual agreement of the agencies.

SECTION FIFTEEN – TRANSPORTATION OF PRISONERS

Transportation of prisoners to the County Jail will be coordinated by the supervising officer in charge of the incident.

SECTION SIXTEEN – REPLACEMENT OF SUPPLIES

In the event of sudden call-outs for assistance, the primarily responsible agency should be responsible for supplying and/or replacing supplies needed and/or used by officers from assisting jurisdictions, whenever possible. These supplies include food, gas for police vehicles, or any other supplies that are reasonably needed to sustain the officers in enforcing the law. Each agency will be responsible for any repairs and/or damages done to their own vehicles as a result of participation in mutual aid.

SECTION SEVENTEEN – SALARIES AND OVERTIME PAY

The primarily responsible agency will not be responsible for salaries or overtime pay for officers from assisting agencies

SECTION EIGHTEEN – INSURANCE COVERAGE

Each agency shall carry, for the duration of this Agreement, obtain and keep in force general liability, property damage and false arrest insurance with the following minimums:

General Liability	\$1,000,000
Property Damage	\$1,000,000
False Arrest	\$ 500,000

This insurance policy shall have a ten-day cancellation notice in the event of termination or material modification of coverage. In lieu of the foregoing, a member agency may participate in a shared risk pool or self-insurance program, which provides coverages that equal or exceed those set forth above.

SECTION NINETEEN – INDEMNIFICATION

A. Indemnification. Each party shall indemnify, defend, and hold harmless the other parties to this Agreement from any and all claims, demands, damages, lawsuits, liabilities, losses, liens,

and expenses and costs arising out of the subject matter of this Agreement; provided that this provision shall not apply to the extent that damage or injury results from the fault of the indemnified party. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereinafter be amended. It is the intent of the parties that by entering into this Agreement, each party shall only be responsible for the actions of its own employees. Each party specifically assumes potential liability for actions brought by that party's own employees against the other parties to this Agreement and, solely for the purpose of this indemnification and defense, each party specifically waives any immunity under the State Industrial Insurance Law, RCW I , for claims brought against other parties. This provision is not intended to create or vest any rights in any third party.

- B. Notice. Each party shall give written notice of any act or occurrence that the party reasonably believes may lead to a claim or demand, which may be subject to the indemnity provisions of this agreement. Such notice shall be given within 5 days after the incidence of such act or occurrence has come to the notifying party's knowledge.
- C. Each party shall indemnify its employees in accordance with applicable law, and in accordance with applicable provisions of that party's collective bargaining agreement. It is further mutually agreed by the participating agencies that any control exerted by the Task Force Commander and Task Force Supervisor shall not supersede this clause.

SECTION TWENTY – DEFENSE FROM THIRD PARTY CLAIMS

The parties to this Agreement have concluded that they have certain common interests in connection with defending against any lawsuit brought against the parties. Accordingly, the parties hereby agree to the following provisions, constituting a Joint Defense Privilege and Confidentiality Agreement. In the event a claim should be brought or an action filed with respect to the subject matter of this agreement, the parties agree that they shall cooperate in the defense of such lawsuit or claim as follows:

- A. Joint Defense. The parties to this Agreement have concluded that they have certain common interests in connection with defending against (1) any lawsuit alleging negligence by any party to this Agreement based upon actions taken by that party in conformance with this Agreement; or (2) any lawsuit alleging negligence against a single party, and any other party to this agreement is served as a third party defendant.
- B. The parties have concluded that, from time to time, their mutual interests will be best served by having their respective counsel share documents, oral representations, factual material, mental impressions, memoranda, witness statements, interview reports, and other information, including the confidences of the parties (hereinafter "joint defense materials"), on the understanding and agreement that: (a) joint defense materials transmitted among counsel may contain confidential and privileged attorney-client communications; (b) joint defense materials transmitted among counsel may contain attorney work product similarly privileged; and (c) joint defense materials transmitted among counsel may contain materials protected by otherwise applicable privileges and rules of confidentiality.

- C. From time to time, counsel for the parties may exchange joint defense materials in mutual understanding -that such exchanges or disclosures are not intended to diminish in any way the confidentiality of such materials. It is the additional understanding of the parties that exchanges pursuant to this Agreement of joint defense materials that are otherwise protected against disclosure as a result of the attorney-client privilege, the attorney work product protection, and other applicable privileges and rules of confidentiality will not waive any applicable privilege or protection from disclosure.
- D. The parties further agree that neither they nor their counsel will furnish or disclose joint defense materials received from each other, or the contents thereof, to anyone except attorneys, legal assistants, and other employees within the law firms representing the parties, without first obtaining the consent of counsel for all parties who may be entitled to claim any privileges with respect to such materials.
- E. Joint defense materials that are shared pursuant to this Agreement and the information contained therein, are to be used solely by counsel in the preparation of defenses and, if applicable, counterclaims on behalf of their clients in the above-mentioned matters. Neither the joint defense materials nor the information contained therein may be used for any other purpose and may not be disclosed without the express written consent of counsel for the parties.
- F. The parties further agree that the existence of this Agreement and its contents are joint defense materials within the meaning of this Agreement. Thus, the existence and contents of this Agreement shall be kept confidential and protected by the terms and conditions of the Agreement itself, subject to applicable laws governing the disclosure of public records.
- G. If another person or entity requests or demands, by subpoena or otherwise, any joint defense materials, counsel will immediately notify counsel for the party that provided the materials. All steps will be taken to permit the assertion of all applicable rights and privileges with regard to the joint defense materials, and the party receiving such requests or demands shall cooperate with the party providing the materials in the assertion of such rights and privileges. No joint defense materials shall be tendered to any person or entity not a party to this Agreement without either (1) the consent of all parties to this Agreement or (2) a lawful order of a court of competent jurisdiction which the party who furnished the information has declined to appeal.
- H. Provided that no use or disclosure is made of information contained in joint defense materials, nothing in this Agreement shall preclude counsel for any party from (a) pursuing independently any subject matter, including subjects reflected in joint defense materials, or (b) disclosing to a third party, at counsel's discretion, information which is developed independently of confidential information supplied to such counsel pursuant to this Agreement.
- I. It is further agreed that the confidentiality prescribed above will remain operative as to all previously furnished information if adversity should subsequently arise between the parties (or any of them), irrespective of any claim that the joint defense privilege may become

prospectively inoperative by virtue of such claimed adversity. Upon the development of adversity between the parties, all written joint defense materials or other materials incorporating information contained in such joint defense materials shall be returned immediately upon demand to counsel for the party that provided the written materials, or in lieu thereof, a written statement may be supplied to counsel for the providing party that such writings and recordings and copies have been destroyed.

- J. Subject to the restrictions contained herein on disclosure of joint defense materials, nothing herein shall waive or limit the right of any party hereto to assert any present or future claim for relief or any cause of action against any other party hereto now or in the future.
- K. Each party understands that it is represented only by its own attorney in this matter; that while the attorneys representing the other members have a duty to preserve the confidences disclosed to them pursuant to this Agreement, they will not be acting as its attorney in this matter; and that the attorney representing the other party will owe a duty of loyalty only to his/her own respective clients.
- L. NOTHING HEREIN SHALL REQUIRE OR BE INTERPRETED TO:
 - 20.7.1 Waive any defense arising out of RCW Title 51 that is consistent with the provisions of subsection "C", above.
 - 20.7.2 Limit or restrict the ability of any agency or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims of third parties, including, but not limited to, any good faith attempts to seek dismissal of legal claims against a party by any proper means allowed under the civil rules in either state or federal court.
 - 20.7.3 Cover or apportion or require proportionate payment of any judgment against any individual or agency for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or Agency. Payment of punitive damage awards shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require pro rata sharing of any punitive damage awards.
 - 20.8 Pre-Existing Claims Or Lawsuits. For purposes of claims or lawsuits which predate this agreement or the occurrence which gave rise to said claim or lawsuit predates this agreement, it is the intention of the parties that those claims and lawsuits be handled, processed and paid as though the terms of this agreement were in full force and effect at the time of the occurrence which gave rise to the claim or lawsuit.
 - 20.9 Insurance Coverage. The Agencies shall, to the best of their ability, coordinate their liability insurance coverages and/or self-insured coverages to the extent possible to fully implement and follow the agreement set forth herein. However, the consent of any liability insurance carrier or self-insured pool or organization is not required to

make this Agreement effective as between the member agencies signing this Agreement and the failure of any insurance carrier or self-insured pooling organization to agree or follow the terms of this provision on liability shall not relieve any individual agency from its obligations under this agreement.

SECTION TWENTY-ONE – INJURY COVERAGE FOR OFFICERS

Whenever any commissioned officer of a signatory agency, acting pursuant to this Agreement, is injured and thus unable to perform his/her duties by reason of engaging in mutual aid, but is not at the time acting under the immediate direction of his/her employer, the officer or his/her dependents shall be accorded by his/her employer the same benefits he/she or they would have received had that officer been acting under the immediate direction of his/her employer in his/her own jurisdiction.

SECTION TWENTY-TWO – COMMISSIONS

Full-time, paid, commissioned officers who are responding to any call for mutual aid shall be automatically commissioned by virtue of this Agreement, through the commissioning authority of the primarily responsible agency and, therefore, shall be empowered to exercise the same police authority during the time of the mutual aid as though they were full-time commissioned officers of the primarily responsible agency. This provision shall apply whether the mutual aid request is of

1. A formal nature between department heads;
2. A less formal nature through agreement of watch commanders or shift supervisors; or,
3. When the officers of one jurisdiction cross jurisdiction boundaries to aid or assist the officers of another jurisdiction signatory to this Agreement.

SECTION TWENTY-THREE – RESERVE OFFICER COMMISSIONS

If signatory agencies have reserve officers or part-time officers in addition to full-time, paid, commissioned officers, they shall normally be exempt from the automatic commissioning as outlined above in Section Twenty, except those reserve officers working under the immediate supervision of a full-time commissioned officer. Reserve or part-time officers may be extended automatic commissioning at the direction of the department head who requests mutual aid; PROVIDED, HOWEVER, that such determination should be worked out in advance among the heads of the signatory agencies.

SECTION TWENTY-FOUR – TRUSTEE

The applicant agency, as the base of Task Force operations and records, shall hold in trust all seized property on behalf of the Task Force, and shall have the authority, upon approval of the Executive Board, to sell, auction, or otherwise dispose of seized property.

All property seized by the Task Force Of on behalf of the Task Force shall be stored under the care of the Task Force. All property forfeited by the court or hearing examiner shall become the property of the Task Force. All seized cash or property converted to cash shall be deposited into the Skagit County Interlocal Drug Fund(s), Federal or State.

An inventory shall be maintained by the Task force Commander indicating the nature, disposition, and location of all Task Force assets.

SECTION TWENTY-FIVE – MOBILIZATION PLAN

Each signatory agency should develop and maintain a current plan for the mobilization of its manpower and other resources in order to effectively provide mutual aid to the other signatory agencies.

SECTION TWENTY-SIX – WITHDRAWAL FROM AGREEMENT

Any signatory agency may withdraw from this Agreement for any reason after sending written notice of its intentions to withdraw and when a period of thirty (30) days elapsed, or immediately upon written notification that said agency is unable to sustain the required funding. Said notification is to be made by registered letter to the other signatory agencies at their normal business addresses. Withdrawal or non-execution of this Agreement by any one agency shall not affect the continued efficacy of the Agreement with regard to other signatory agencies.

SECTION TWENTY-SEVEN – GOVERNING LAW AND VENUE

This Agreement has been and shall be construed to have been made and delivered in the State of Washington, and it is mutually understood and agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

Any action in lawsuit inequity or judicial proceedings for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in courts of competent jurisdiction in Skagit or San Juan Counties.

SECTION TWENTY-EIGHT – MODIFICATION

No changes or modification to this Agreement shall be valid or binding upon parties to this Agreement unless such changes or modifications are in writing and executed by all parties.

SECTION TWENTY-NINE – SEVERABILITY

It is understood and agreed to by the parties hereto that if any part of this contract is illegal, the validity of the remaining provision shall not be affected and the rights and obligations of the parties shall be construed as if the Agreement did not contain the particular illegal part. If it should appear that any provision herein is in conflict with any statutory provisions of the State of

Washington, said provision shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be modified to conform to such statutory provisions.

SECTION THIRTY – WAIVER

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument agreed by signatories hereto.

SECTION THIRTY-ONE – NONDISCRIMINATION

The signatory agencies shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The agencies shall take affirmative action to ensure that applicants are considered for employment and treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: upgrading, demotions or transfers; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The agencies agree to post, in conspicuous places available to employees and applicants for employment, notices identical to those used setting forth provisions of this nondiscrimination clause. In all solicitations or advertisement for employees placed by them or on their behalf, the agencies shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

SECTION THIRTY-TWO – CONCLUSION

Law enforcement agencies are faced with the responsibility of narcotics investigations and decreasing resources. Nation-wide, multi-agency Task Forces have proven their ability to make significant impacts on crime. Such units are an extremely efficient use of law enforcement funding. The cost effectiveness of this Task Force for Skagit County resources is enhanced by the participation of the County Prosecutor's Office and Swinomish Tribal Community. This integrated law enforcement approach to narcotics investigations have been proven throughout the country as a positive approach to combating the increasing lawlessness that surrounds narcotics within our society.

SECTION THIRTY-THREE – SUPERSEEDURE

This document supersedes all previous "Multi-Jurisdictional Task Force Interlocal Agreements" signed by the listed participating jurisdictions.

SECTION THIRTY-FOUR – HEADINGS

The headings to the paragraphs of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of the instrument.

SAN JUAN COUNTY – DISCLAIMER

It is hereby agreed between Skagit County and San Juan County that San Juan County will not be subject to SECTION THREE - FINANCING, of this Agreement. San Juan County agrees with all other terms and conditions as outlined in the Agreement, and requests copies of the fully executed Agreement and grant application to the Washington State Commerce.

SWINOMISH INDIAN TRIBAL COMMUNITY/JURISDICTIONAL UNDERSTANDING

Because the participation by the Swinomish Tribal Police Department on the Narcotics Enforcement Multi-Jurisdictional Task Force is desirable and necessary to effectively reduce drug trafficking throughout Skagit County, the Swinomish Indian Community signs this Interlocal Agreement subject to the understanding of the parties hereto, that the exercise of criminal jurisdiction within the exterior boundaries of the Swinomish Reservation is subject to and limited by Public Law 83-280 (RCW 37.12.010 et seq.). Accordingly, crimes committed on the Swinomish Reservation are not necessarily subject to State Law, but may be, depending on the particular crime, the Indian status of the perpetrator and the victim, and the situs of the criminal act, within the exclusive jurisdiction of the Federal Government and/or the Swinomish Indian Tribal Community.

SIGNATURE PAGE: CITY OF ANACORTES

CITY OF ANACORTES

Mayor Laurie Gere

ATTEST:

Finance Director Steve Hogland

APPROVED AS TO FORM:

City Attorney Darcy Swetnam



City Council Agenda Bill

Meeting Date: 8/15/2016

Agenda Item: 5f

Subject: Ordinance 2986 Establishing a Moratorium on PUD applications

Staff Contact: Darcy Swetnam, Don Measamer

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

Action Type	
x	Ordinance No. 2986
	Code Revision? No
	Resolution No.
	Contract
	Public Hearing
	Staff Report

Summary Statement: This is an updated version of the PUD moratorium passed on June 6, 2016 (Ordinance 2980), solely to allow additional time for the public hearing to develop a work plan.

Background:

City Council passed a moratorium on the acceptance and processing of new PUD applications pursuant to Chapter 16.40 of the Anacortes Municipal Code. The Ordinance required that a public hearing be held within 60 days of the ordinance's effective date (June 20th), to develop a work plan. Due to scheduling conflicts, the City requires additional time to hold the public hearing, which is currently scheduled for September 12th. Therefore, City staff recommends Council adopt the proposed moratorium that is identical to Ordinance 2980, except that it allows adequate time for the public hearing.

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: Council previously adopted Ordinance 2980, which established a moratorium on new PUD applications, which was effective on June 20, 2016 and required a public hearing within 60 days.

Competing Viewpoints Considered:

Recommended Motion: I move to adopt Ordinance 2986, establishing a moratorium on the receipt and processing of Planned Unit Development applications pursuant to Chapter 16.40 of the Anacortes Municipal Code.

Alternative Actions:

Attachments (listed in order presented): Proposed Ordinance

Ordinance No. ____

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 ____ day of _____, 2016.

CITY OF ANACORTES:

Laurie Gere, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney



City Council Agenda Bill

Meeting Date: 8/15/2016 **Agenda Item:** 6A

Subject: Appeal of Planning Commission's Recommendation of Approval to City Council concerning the Haddon Road Plat & PUD

Staff Contact: Kevin Cricchio, AICP, Associate Planner

Approved for Submittal to Commission by	
X	Don Measamer, Director

Action Type	
X	Closed Record Appeal Hearing
X	Discussion
X	Possible Action

Summary & Background: At 6:00 PM on August 15, 2016, a closed-record appeal hearing will be conducted concerning the July 13, 2016, Planning Commission's recommendation of approval to the City Council concerning 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) are also proposed as part of the preliminary plat & PUD. Please note, that a **site visit** will be conducted at **4:00 PM onsite** prior to the hearing. Please meet at the subject property on Haddon Road's cul-de-sac east of Whistle Lake Road.

The period to appeal the Planning Commission's recommendation ended at 5:00 PM on Friday July 29, 2016, pursuant to AMC 16.40.060(D) and (E) and 16.12.020(F). During the appeal period, sixteen (16) appeals were received by the City concerning the Planning Commission recommendation of approval to City Council.

Attachments:

APPEAL OF PLANNING COMMISSION'S RECOMMENDATION

EXHIBIT #A, APPEALS RECEIVED OF PLANNING COMMISSION'S RECOMMENDATION

EXHIBIT #B, CITY ATTORNEY'S LETTER TO APPELLANTS SETTING DEADLINES AND PUBLIC HEARING RULES AND PROCEDURES

EXHIBIT #C, APPLICANT /LANDOWNER'S RESPONSE TO APPEAL

EXHIBIT #D, APPELLANT'S REPLY TO APPLICANT'S RESPONSE

EXHIBIT #E, PARTIES OF RECORD

EXHIBIT #F, LIST OF APPELLANTS

Cricchio, Kevin

From: Ross O. Barnes <georbarnes@hotmail.com>
Sent: Monday, August 15, 2016 8:04 AM
To: Cricchio, Kevin; Measamer, Don
Subject: Barnes' Haddon Road PUD appeal
Attachments: Haddon Road PUD appeal letter.pdf

August 15, 2016

RE: Ross Barnes' Haddon Road PUD appeal

All of my referenced and supporting exhibits, supplemental information and basic arguments are already on the Planning Commission record. And I found no new information in the Applicant's new material submitted on August 9 worthy of response--same old stuff.

The large number of appeals, rebuttals, etc. will make for a very long hearing. My appeal, consisting of over 50 pages of text and previously submitted exhibits, cannot even be summarized in the 10 minutes of allotted speaking time. Thus, I choose to forego the 10 minute verbal caricature and present the full text of my appeal in written form which updates and condenses the text of my 4 prior letters and appeal form into 17 pages. All of my referenced supporting exhibits and documents are already in the Planning Commission record and are not reintroduced again here.

My appeal text is attached to this email as a PDF. Please transmit a copy to the City Council for the August 15 appeal hearing.

Ross O. Barnes, PhD
1004 7th. St., #202
Anacortes, WA 98221
(360) 293-7023

August 14, 2016

From:

Ross O. Barnes, PhD
1004 7th. St., #202
Anacortes, WA 98221
(360) 293-7023

To:

Anacortes City Council,
Mayor Gere,
City of Anacortes
PO Box 547
Anacortes, WA 98221

RE: Allen/Haddon Road PUD (PUD-2016-1001) - Appeal to Anacortes City Council

This PUD proposes to create 13 lots (12 buildable lots and associated dwelling units (DU) by PUD condition #20) on 5.28 gross acres located at the east end of Haddon Road. This letter addresses and explains my five appeal issues with respect to this PUD and my requested corrections.

The large number of appeals, rebuttals, etc. will make for a very long hearing. My appeal, consisting of over 50 pages of text and previously submitted exhibits, cannot even be summarized in the 10 minutes of allotted speaking time. Thus, I choose to present the full 17 page text of my appeal in written form and forego the 10 minute verbal caricature. All of my referenced supporting exhibits and documents are already in the Planning Commission record and are not reintroduced here. I trust the City Council will read all of my appeal as well as the full record before making their decision.

NOTE ON REFENCES:

City exhibit numbers are referenced as **CE #**, my previously submitted exhibits are referenced as originally labeled **Exhibit # or letter** which are all contained in existing City exhibits as referenced.

All appeal issues but part of issue #3 were extensively addressed in my 4 letters on the Planning Commission record and this appeal letter re-submits a slightly edited and updated version of the relevant discussions from my 4 prior letters. My Part 4 letter (**CE #47**) is not specifically referenced below, but parts of that letter relevant to my appeal issues have been incorporated into the updated text from the other 3 letters. My Part 2 and 3 letters were included in two different City exhibits--**CE #31** and **CE #35**.

Issue #3, in part, arises from new PUD conditions #20 and #26 imposed by the Planning Commission after closing their public hearing.

Appeal issues #1, #2 and #3 work harmoniously together to demonstrate that this PUD

is legally and factually limited to 10 lots and 10 DU by

- (1) the correct interpretation and application of Anacortes codes (all issues),
- (2) the code required 30' minimum width for lot flags (issue #2).
- (3) the limited buildable lot area outside of the NGPE protected area of the site as specified by PUD condition #20 (issue #3), and
- (4) the AMC code and PUD condition #26 requirement of 7,500 sq. ft. minimum lot size (issue #3).

Requested relief

1. Deny PUD or reduce buildable lots and dwelling units to the code required 10 maximum (AMC 17.38.070)--**issue #1.**
2. Deny the PUD or require all lot flags to meet the code required 30' minimum width throughout the flag (AMC 16.20.040, 17.06.490 E., etc.)--**issue #2.**
3. Deny the PUD or require all ten (maximum) lots to meet the 7,500 sq.ft. lot size outside of the common NGPE area east of the split-rail fence/15' geotechnical setback, as required by AMC 17.38.070 and PUD conditions #20 and #26--**issue #3.**
Independent of density limits in issue #1, the required provision of 30' lot flags, 7,500 sq. ft. minimum lot size outside of the NGPE, and the limited site area outside of the protected NGPE area also limit lots and DU to 10 maximum.
4. Deny the PUD or require all road improvements to Haddon Road to meet Anacortes Road Standards, not Skagit County Road Standards which do not apply to Anacortes development--**issue #4.**
5. Do not approve the PUD until the MTC geotechnical reports are expanded in scope to include critical geotechnical/hydrological parameters in areas adjacent to the PUD as discussed in **issue #5**. This may require a new geotechnical consultant because MTC refused repeated requests from the City and GeoEngineers to expand the scope of their investigations and correlate on-site indicators with geotechnical/hydrological indicators in adjacent areas.

PUD "flexibility" versus consistency and equivalency requirements

First it is necessary to present Anacortes' requirements for code consistency and equivalency in a PUD as the essential fundamental standard for evaluating a PUD proposal.

When a PUD proposes exceptions to zoning and subdivision standards, AMC 16.40.010 requires that the PUD maintain consistency with the "standards for the health, safety, and welfare of all citizens throughout the city" and provide equivalency to those standards (**C & E test**).

16.40.010 - Introduction.

The purpose of the planning unit development (PUD) regulations is to maintain

consistent standards for the health, safety, and welfare of all citizens throughout the city, while allowing flexibility in how those standards are met. While all citizens deserve equal access to services and public amenities, there are a variety of ways to provide that **equivalency**.

Where a PUD proponent requests exceptions to zoning and subdivision standards, the plan submittal shall show clearly what standards are proposed to be changed, and what alternate means are proposed to **achieve equivalency**. For example, a submittal might propose to eliminate the sidewalk on one side of the street, while providing a trail through nearby public open space as an alternative for pedestrian circulation. The proposed alternatives would be considered when evaluating the proposal as a whole.

The consistency and equivalency "test" is the first statement found in the Chapter 16 specifications for PUDs and its primacy in position and in logic leaves no doubt that it is intended to be the most fundamental test for evaluating the adequacy of PUD proposals.

The applicant **AFI** erroneously asserts PUD "flexibility and creativity" as an excuse for an "anything goes" approach to PUD design (Cole Porter did not write the Anacortes development codes). However, the applicant consistently refuses to reference the PUD requirements for consistency and equivalency because their code modification requests fail the required C & E test.

R2 development standards shall apply

AMC 17.38.070.

17.38.070 - Maximum density. (R1)

Density for the project applied for shall not exceed two dwelling units per gross acre. (Ord. 2592 Att. A § 3 (part), 2002; Ord. 2528 Att. A § 10, 2000; Ord. 2316 (part), 1994) 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.

(Ord. 2794, § 1(Att. A), 12-15-2008)

When the Anacortes PUD codes specify a **shall** requirement, the rational and legal interpretation is that the shall is mandatory and not subject to "PUD flexibility"—otherwise why would it be there?

(see AMC 16.04.080 and 17.06.005--... "shall" is always mandatory....)

Even if one ignores the Title 16 and 17 definitions of **shall** and argues that "all development standards of the R2 zone **shall** apply, including street and utility improvements" is to be interpreted under the PUD consistency and equivalency requirements of AMC 16.40.010 (see above), the applicant has ignored AMC 16.40.010 and made no demonstration that the requested code modifications are equivalent or consistent with R2 standards.

There are no lesser precedents for interpretation of second sentence of AMC 17.38.070.

The applicant erroneously attempted to use design standards approved for previous R1

PUDs as a legally enforceable precedent for the Haddon Road PUD. However, all prior R1 PUDs were approved under the “flexibility” provisions for PUDs, but not under the second sentence of AMC 17.38.070 which did not exist prior to 2008—see my letter of June 7, 2016 (part of **CE #35**) and issue #1 below.

Thus, there is no precedent applicable to the interpretation of

*“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.*

(Ord. 2794, § 1(Att. A), 12-15-2008)

that can suggest “flexibility” with respect to enforcement of R2 development standards as written in the code.

I. Appeal issue #1 - R1 PUD density is exceeded

PUD condition #20 converts Lot 13 into a non-buildable common open space tract that “shall include portions of proposed Lot(s) 9, 10, 11, and 12 that (are) east of the split rail fence, fifteen foot non-disturbance setback” (grammar corrected in parentheses).

The remaining 12 building lots and associated dwelling units (DU) on 5.28 gross acres located at the east end of Haddon Road clearly exceed the 2 DU per gross acre or 10 DU maximum for the Allen/Haddon Road PUD. This PUD proposal clearly exceeds the density maximums for the R1 zone and must be denied under the fundamental consistency and equivalency test of AMC 16.040.010 and the R1 PUD density specifications of AMC 17.38.070.

On June 7 I submitted a lengthy textual/grammatical and historical analysis of the interpretation of AMC 17.38.070 that remains unanswered and unrefuted on the record. I re-submit the text of that analysis here. My supporting **Exhibit's A to G** and **1** are included in my June 7 letter on the record (part of **CE #35**).

What is the permitted density in an R1 PUD?

The code language in question is AMC 17.38.070.

17.38.070 - Maximum density. (R1)

Density for the project applied for shall not exceed two dwelling units per gross acre. (Ord. 2592 Att. A § 3 (part), 2002; Ord. 2528 Att. A § 10, 2000; Ord. 2316 (part), 1994) 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.
(Ord. 2794, § 1(Att. A), 12-15-2008)

Grammatical interpretation

This is a single paragraph with a unified meaning, not separate independent sentences that conflict with each other. The first sentence specifying 2 DU per gross acre is the topic sentence for the paragraph and expresses the general meaning of the whole

paragraph. This paragraph nowhere specifies that the overall density of a planned unit development (PUD) in the R1 zone is increased to more than 2 DU per gross acre under any circumstances. PUDs typically have significant non-developed areas--open space, parks, NGPEs, buffers, critical areas, etc.--which is why they are proposed as PUDs. The second sentence specifies that the "density of that portion" of R1 that is proposed to be developed "in a portion of" an R1 PUD can be increased to R2 density with R2 development standards, but it does not repeal the 2 DU per acre for the overall PUD project site which includes the non-developed open spaces. And it does not contradict the topic sentence of the paragraph. I note that part of the R2 development standards is a 7,500 square foot minimum lot size.

The grammatical interpretation is supported by three other lines of argument.

- (1) The fundamental consistency and equivalency test for PUDs in AMC 16.40.010.
- (2) Consistency with the stated goals and policies for the R1 zone in the Anacortes Comprehensive Plan.
- (3) The history of changes to the language of AMC 17.38.070 and how they were interpreted.

The Planning Department's erroneous ungrammatical interpretation of AMC 17.38.070 that says an R1 PUD is allowed to have the overall density of the R2 zone--4 dwelling units per gross acre--is supported by no line of argument, logic or evidence whatsoever. If the City Council wanted to specify an R1 PUD overall density of 4 DU per gross acre, why would they not choose clear, simple, and unambiguous language to state that intention? Why would the Council choose strange non-direct elliptical language--with an intended interpretation that would fail a high school grammar test--to obfuscate their intention? Why does the Planning Department insist on insulting the Council's intelligence and sense of responsibility with this nonsense interpretation?

(1) Consistency and equivalency in a PUD

When a PUD proposes exceptions to zoning and subdivision standards, AMC 16.40.010 requires that the PUD maintain consistency with the "standards for the health, safety, and welfare of all citizens throughout the city" and provide equivalency to those standards.

16.40.010 - Introduction.

*The purpose of the planning unit development (PUD) regulations is to maintain **consistent standards for the health, safety, and welfare of all citizens throughout the city**, while allowing flexibility in how those standards are met. While all citizens deserve equal access to services and public amenities, there are a variety of ways to provide that **equivalency**.*

*Where a PUD proponent requests exceptions to zoning and subdivision standards, the plan submittal shall show clearly what standards are proposed to be changed, and what alternate means are proposed to **achieve equivalency**. For example, a submittal might propose to eliminate the sidewalk on one side of the street, while providing a trail through nearby public open space as an alternative for pedestrian circulation. The proposed alternatives would be considered when evaluating the proposal as a whole.*

The consistency and equivalency “test” is the first statement found in the Chapter 16 specifications for PUDs and its primacy in position and in logic leaves no doubt that it is intended to be the most fundamental test for evaluating the adequacy of PUD proposals.

This test is obvious and easy. Is an overall four units per gross acre within an R1 PUD consistent and equivalent to two dwelling units per gross acre outside of a PUD? **Of course not!** Would the landscape that is so important in R1 (see below) have the same functions and values at 4 DU per acre as at 2 DU per acre? **Of course not.** To insist that it does, is an absurd corruption of the meaning and intent of the AMC development codes!

(2) Anacortes Comprehensive Plan - relevant goals and policies for R1 zone
Policy language for the R1 zone is found under Goal 2 of the Housing/Residential section of the 2012 Anacortes Comprehensive Plan (CP).

Goal 2: Maintain and allow for open space corridors in Anacortes.

Policy:

(a) In areas of Anacortes where terrain and lack of streets and utilities make a large lot size appropriate, a R1 land use designation is to be provided, with 15,000 square feet minimum lot size and with the opportunity for cluster development.

(b) R1 identification shall be directed at identification of open space corridors within and between Urban Growth Areas, including land useful for wildlife and connection to critical areas.

I have traced this same R1 language as far back as my published book copy of the 1995 CP. I don't have records prior to 1995.

These policies specify the large lot size that is also contained in the R1 zoning code and further designate the opportunity for cluster development. Cluster development reduces the area used for residential development so other portions of the site can be preserved in open space. It is clear that the cluster development policy has been implemented in the R1 PUD provisions of AMC 17.38.070. If an applicant proposes to “cluster” development to protect critical areas or preserve contiguous open space, 17.38.070 allows the clustered area to increase density to R2 standards. However, there is no suggestion in Policy (a) that cluster development is intended to double the overall density established for the R1 zone.

If overall R2 densities could preserve the landscape intended for R1, then why have a separate R1 zone that halves a property owner's development rights?

The grammatical interpretation of AMC 17.38.070 is completely consistent with the

relevant goal and policies of the CP. However, the Planning Department's erroneous ungrammatical interpretation conflicts with the CP and thus conflicts with the obligation that development regulations reflect and implement the intentions of the CP.

(3) History of language and application of AMC 17.38.070

The revision notes of AMC 17.38.070 list 4 different versions or revisions of this code language adopted since 1994 (1994, 2000, 2002, 2008) with the last revision in 2008 adding the last sentence about density in a PUD. I have researched these four versions as found in my own files of the old "newspaper" editions of the code that used to be published, and the current online version which was adopted in 2008. The 3 earlier versions of 17.38.070 (R1 Maximum density) are as follows. The newspaper copies of the older codes are attached as the listed Exhibits.

AMC 17.38.070 versions since 1994

(1994) - Exhibit A

"No maximum."

(2000) - Exhibit B

"Density for the project applied for shall not exceed two dwelling units per gross acre, except where the provisions of the PUD (Chapter 17.44) section of this ordinance are applied."

(2002) - Exhibit C

"Density for the project applied for shall not exceed two dwelling units per gross acre."

(2008 to current)

"Density for the project applied for shall not exceed two dwelling units per gross acre. (Ord. 2592 Att. A § 3 (part), 2002: Ord. 2528 Att. A § 10, 2000: Ord. 2316 (part), 1994) 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. (Ord. 2794, § 1(Att. A), 12-15-2008)"

R1 PUDs since 2000.

I have also researched R1 PUDs that were proposed or approved under the different versions of the code language since 2000.

(prior to 2000) "No maximum."

Anything from the last century is not germane to interpreting the current code language since no maximum density was stated. PUDs were apparently approved and built under the vague "PUD flexibility" provisions of the zoning code.

(2000) "Density for the project applied for shall not exceed two dwelling units per gross acre, except where the provisions of the PUD (Chapter 17.44) section of this ordinance are applied."

In 2001, the 64 unit Fir Crest PUD was proposed on 27.68 acres, with a density of 2.31 units per gross acre. It went to public hearing amid great controversy and opposition related to the density and environmental impact. During the hearings the density was reduced first to 58 units and finally to 40 lots/units with 39 lots

in a dense cluster development, one large 2.57 acre remainder Lot 40, and about 14 acres of open space/wetlands donated to the Anacortes Community Forest Lands—for a density of 1.45 units per gross acre. Minimum lot size was 5,789 sq. ft. **(Exhibit D)**

(2002) *“Density for the project applied for shall not exceed two dwelling units per gross acre.”*

In 2004, the 60 unit The Orchards PUD was proposed and eventually approved on almost 30 acres for a specified density of 2 DU per gross acre in conformity with the new density language adopted in 2002. Minimum lot size was 9,600 sq.ft. The City was now clearly specifying 2 DU per gross acre for PUDs.

(Exhibit E)

In 2005, the 20 unit “Lemac Estates” PUD was proposed on 10.1 acres for a density of 1.98 DU per gross acre. Minimum lot size was 8,798 sq. ft. **(Exhibit F)**

Lemac Estates was withdrawn and replaced in 2006 with the proposed Quail Run PUD which added additional land to the project to solve an access problem that developed with the previous PUD proposal. Quail Run was approved for 28 lots on 14.14 acres for a density of 1.98 DU per gross acre. Minimum lot size was 6,307 sq. ft. with only 8 lots less than 7,500 sq. ft. Quail Run has not yet been developed. **(Exhibit G)**

Average minimum lot size for the three PUDs is 8,235 sq. ft.

(2008 to current)

Apparently the Allen/Haddon Road PUD is the first R1 PUD proposed under the new code language adopted in 2008.

Lessons learned were applied to the 2008 to current R1 PUD density specification.

There is a unidirectional pattern evident from 2000 to 2008 as the City searched for the appropriate code language to foster PUD development proposals consistent with the intended R1 landscape. The first try in 2000 that was vague about PUD density produced a controversial proposal that was ill suited to the environmental sensitivities of the site. Fir Crest was finally reduced to a dense cluster development with more than half of the property--sensitive wetlands and steep rocky forested ridge, both shared with the ACFL-- donated to the ACFL. This was a special site not typical of the rest of the R1 zone.

The second try at code language in 2002 eliminated the “PUD density flexibility” and stuck with the 2 DU per gross acre inside and outside of PUDs. This code was more successful in matching the R1 landscape. Three PUDs were proposed on lands typical of the R1 zone in which wetlands and streams were protected while providing densities of 2 DU per gross acre. Only 8 of 108 lots in the 3 PUDs were less than 7,500 square feet.

It is evident in the new 2008 code language that the City learned from the prior experiences and could be more specific in defining appropriate standards for R1 PUDs. The 2 DU per acre was retained because it produced the desired results, and R2 development standards were applied to the actual area developed because R2 densities and lot sizes accommodated the vast majority of the R1 PUD lots that had been proposed in the previous 6 years. A 7,500 sq. ft. minimum lot size would have eliminated only 2 of the previous 108 lots, since the eight "sub 7,500" lots in Quail Run could have been reconfigured to six "over 7,500" lots.

Planning Department's erroneous interpretation implies the 2008 City Council was incompetent and confused.

The Planning Department's insistence that the City Council adopted the 2008 R1 PUD density language to change the R1 PUD density to 4 DU per gross overall acre within the whole PUD

- (1) implies that the Council irresponsibly decided to ignore and reject the experience of the last 8 years about what worked and did not work for the R1 landscape, and
- (2) further implies that the Council would choose to obfuscate their intention with strange non-direct elliptical language whose interpretation would fail a high school grammar test.

Further research on the origin of the current language and intent of AMC 17.38.070.

Patrick O'Hearn provided additional records research in City files that fully supports and extends my analysis above (CE #41 at page 3 and attached exhibits). Former City Council member Terry Christiansen asserts authorship of the last sentence of 17.38.070, presents the specific background, intent and meaning of this sentence (CE #27 or my Exhibit 1 in CE #35) and fully supports my analysis and conclusions.

However City staff have ignored all of this historical documentation and only referenced 2 emails from former City Council member Cynthia Richardson who claims no authorship of the final version of the second sentence and expresses a personal opinion backed up by no relevant documentation or evidence (email #1 is CE #30 or my Exhibit I in CE #47, and email #2 is CE #46).

What "seems clear" to Ms. Richardson is contradicted by almost 50 pages of original documentation and closely reasoned analysis on the record submitted by myself, Mr. O'Hearn and Mr. Lauridsen (part of CE #37). Ms. Richardson also erroneously refers to The Orchards and Fir Crest PUDs as evidence of the intent of the current version of AMC 17.38.070 when both PUDs were approved under 2 different prior versions of the code language which are irrelevant to the meaning of the current second sentence which did not exist for either PUD.

An informed and objective person would consider City staff's interpretation of AMC 17.38.070 as clearly erroneous, and their justification for that interpretation as fatally selective and irretrievably biased.

II. Appeal issue #2 - Lot flags are too narrow

On June 22 I submitted my Part 2 letter on the record that analyzed the AMC code concerning the required width of flag lots (part of **CE #31** or **#35**). I re-submit the slightly edited and updated text of that analysis here.

Lot flag is required to be 30' wide over full length, not 12'.

Attorney Nicol erroneously postulated conflict between the 20' and 30' code specifications for lot frontage and flag width of flag lots. As I demonstrated in my Part 2 letter of June 22 on the record (part of **CE #31** or **#35**) and again below, there is no conflict. Normal grammatical interpretation and logical analysis clearly show that the 20' refers to lot access which can be over an easement inside or outside of the lot, and the 30' refers to required lot frontage and width of lot flag if present--two different things.

Also PUD "flexibility" does not apply here because there are no site specific limitations that prevent 30' flags on all flag lots. If the 2 or 3 illegal building lots over the 10 lot maximum are removed (see appeal issues #1 and #3), the proposed eastern 5 lots (or 4 lots by PUD condition #20) are reduced to 2 lots and there is more than enough room to expand all remaining flags to the required 30' width by moving the eastern boundary of Lots 7 & 8 to the east the required 72' which allows the flag width on Lots 2, 3, 6 and 7 to expand from 12' to the required 30'. The two remaining eastern lots also have room for at least 30' frontage or flags on the cul-de-sac.

Applicable provisions of AMC Titles 16 and 17 are listed here.

AMC Title 17: Zoning.

17.06.490 - Lot types.

The diagram set-out in Section 17.67.020 illustrates terminology used in this title with reference to corner lots, interior lots, reversed frontage lot and through lots.

*E. "Flag lot" means 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**. Where a minimum street frontage is not required by this Code, the minimum width of the "flag" shall be not less than that required by the fire chief and or designee for fire apparatus access. (Ord. 2316 (part), 1994)*

17.06.475 - Lot frontage.

***The frontage of a lot shall be construed to be the portion of the property line which abuts a street right-of-way.** For the purposes of determining yard requirements on corner lots and through lots, all property lines of a lot adjacent to streets shall be considered frontage, and yards shall be provided as indicated under "Yards" in Sections 17.06.900 through 17.06.915. (Ord. 2316 (part), 1994)*

17.06.480 - Lot measurements, width.

Width of a lot shall be considered to be the distance between straight

lines connecting front and rear lot lines at each side of the lot. The measurement shall be along a line at equal angles to the side lot lines. On irregularly shaped lots, the zoning administrator shall determine how to measure the width. (Ord. 2482 Att. A § 3 (part), 1999; Ord. 2316 (part), 1994)

17.38.110 - Street improvements. (R1)

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 feet minimum access to the street frontage is by means of an easement, a conditional use permit is required. Where the zoning administrator approves development fronting on a street which is not improved to current city standards, no building permit shall be issued without a deed restriction being recorded that stipulates that the property owner will not oppose an L.I.D. for street and utility improvements in the future.

17.36.110 - Street improvements. (R2)

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 feet minimum access to the street frontage is by means of an easement, a conditional use permit is required. Where the zoning administrator approves development fronting on a street which is not improved to current city standards, no building permit shall be issued without a deed restriction being recorded that stipulates that the property owner will not oppose an L.I.D. for street and utility improvements in the future.

17.04.040 - Provisions of code declared to be minimum requirements and interpretation.

A. In their interpretation and application, the provisions of this title of the City of Anacortes Municipal Code shall be held to be **minimum requirements** adopted for the promotion of the public health, safety, or general welfare.

B. **Wherever the requirements of this title are at variance with the requirements of any other lawfully adopted rules, regulations, ordinances, deed restriction or covenants, that imposing the higher standards, shall govern.** Regulations, conditions or procedural requirements that are specific to an individual land use shall supersede regulations, conditions or procedural requirements of general application.

C. A land use includes the necessary structures and infrastructure to support the use unless specifically prohibited or the context clearly indicates otherwise.

D. In case of any ambiguity, difference of meaning, or implication between the text and any heading, caption, or illustration, the text and the permitted use tables shall control. **All applicable requirements shall govern a use whether or not they are cross-referenced in a text section or land use table.** (Ord. 2316 (part), 1994)

AMC Title 16: Subdivisions.

16.20.040 - Lots.

*Each lot shall contain a building site **which conforms to zoning regulations and regulations contained herein:***

- A. No single lot shall be divided by a city or county boundary line;*
- B. No single lot shall be divided by a public or private road right-of-way;*
- C. Each lot shall abut a public or private road. Lot frontage on said roads shall not be less than thirty feet;***
- D. Corner lots shall be of sufficient area to provide acceptable visibility for traffic safety;*
- E. No lot shall have an average depth greater than five times its average width;*
- F. Through lots are prohibited, except where essential, to provide separation of residential development from traffic arteries or to overcome specific disadvantages of topography or orientation.*

16.04.090 - Interpretation, conflict and separability.

- A. Interpretation. In their interpretation and application, the provisions of these regulations shall be held to be the minimum requirements for the promotion of the public health, safety, and general welfare. These regulations shall be construed broadly to promote the purposes for which they are adopted.*
 - 1. Public Provisions. These regulations are not intended to interfere with, abrogate, or annul any other ordinance, rule or regulation, statute or other provision of law except as provided in these regulations. **Where any provision of these regulations imposes restrictions different from those imposed by any other provision of these regulations or any other ordinance, rule or regulation, or other provision of law, the provision which is more restrictive or imposes higher standards shall control.***

Normal grammatical interpretation and objective application of all of these code sections creates no ambiguity or irresolvable conflict whatsoever. Anacortes development code requires a minimum 30' lot frontage and a 30' minimum flag width for the full length of the flag (the most restrictive specification from AMC 16.20.040). And the code separately requires a minimum 20' width within a lot or easement for a fire code compliant access route to the primary portion of the lot (AMC 17.36.110 and 17.38.110). It is clear that the 20' and 30' specifications are addressing two different and separate issues because the 20' specification applies to lot access which may or may not have anything to do with the flag portion of a lot—the 20' access may be provided by easement across some other lot.

When the unambiguous interpretation of the code is applied to the Allen/Haddon Road PUD, it is clear that the 20' access width requirement is met thru appropriate easements (if the designated procedure is followed), but only Lot 9 of the flag lots meets the required 30' flag width. The flags on Lots 2,3,6,7 are only 12' wide and the flags on Lots 10,11,12 are also less than the 30' because the lot frontage is curved while the flag width requires a straight line measurement (AMC 17.06.480, see above).

The correct interpretation and application of the 30' & 20' codes is demonstrated nearby in a 4 lot short plat just south of the cemetery and just around the corner from the Haddon Road PUD. It contains 2 rear flag lots each with 30' flags adjacent to each other, and one access driveway through the double flag area that serves all four lots--the identical configuration to what should be in the Haddon Road PUD.

III. Appeal issue #3 - Proposed Lots 9, 10, 11, 12 have insufficient buildable area

PUD conditions #20 and #26 restrict development to 10 building lots.

PUD condition #20 converts Lot 13 into a non-buildable common open space tract that "shall include portions of proposed Lot(s) 9, 10, 11, and 12 that (are) east of the split rail fence, fifteen foot non-disturbance setback" (grammar corrected in parentheses). Thus, PUD condition #20 removes from Lots 9, 10, 11 and 12 the common open space NGPE area that is east of the split-rail fence and 15' geotechnical setback.

The NGPE areas removed can be closely estimated from the lot dimensions on the site plan. When the NGPE areas are removed from the lots, Lot 9 contains about 10,400 sq. ft., Lot 10 contains about 7,145 sq. ft., Lot 11 contains about 5,900 sq. ft., and Lot 12 contains about 4,950 sq. ft. Only reconfigured Lot 9 meets the 7,500 sq. ft. minimum. The remaining total area of these 4 lots is about 28,395 sq. ft.

The code requirement of 30' flag width on Lots 2, 3, 6 and 7 (see appeal issue #2 above) moves Lots 1 to 8 seventy-two feet further to the east and removes an additional about 15,192 sq. ft. from the area of the 4 eastern lots, leaving 13,200 sq. ft. **west** of the split-rail fence. Thus, about 1800 sq. ft. of the western end of the Lot 13 common open space tract that fronts on the cul-de-sac would need to be transferred to the buildable lots to provide the 15,000 sq. ft. minimum required for 2 building lots (see AMC 17.38.070 and PUD condition #26).

Thus, Lots 9 to 12 must be reduced to 2 buildable lots of at least 7,500 sq. ft. for a total of 10 lots and 10 DU in the PUD which just happens to agree with the required R1 density of 2 DU per gross acre per AMC 17.38.070 (see appeal issue #1).

The small area of development outside of the NGPE restricts development to 10 building lots and 10 DU.

The applicant has repeatedly raised the "developable" word as a red herring (kippers anyone?) to confuse the issue of what is proposed to be developed. "Developable" means "able to be developed" or "suitable for development". "Developed" or "development" refers to that which is actually developed. AMC 17.38.070--the R1 density clause--uses the word "development" not developable.

The applicant proposes and the PUD conditions require that all of the site east of the 15' development setback to the steep slope (the split-rail fence line) will be protected with a Native Growth Protection Easement (NGPE) allowing only limited and approved native vegetation management (testimony and graphics on June 22). By definition and by

function, this NGPE area is not proposed for development, and it is 119,955 sq. ft. or 2.75 acres from Mr. Ravnik's testimony and site map presented on June 8 (CE #16).

The applicant **AFI** also testified that the NGPE area is 55% of the 4.96 acre site, leaving 45% in the developed area, which is 2.23 acres. Adding $\frac{1}{2}$ of the adjacent developed ROW (0.32 acres per site plan) gives 2.55 gross acres of development for R2 density standard per AMC 17.38.070. 4 DU per acre (R2 density) gives 10 DU which is the same as the correct overall R1 density of 2 DU per acre over 5.28 gross acres--no difference.

The applicant also confused "lot area" with "developed area" in a erroneous attempt to justify 12 or 13 building lots based on area of lots rather than developed area. Lots in Anacortes can include non-developable areas (wetlands and buffers, cliffs, shoreline buffers, etc.) and non-developed areas including various NGPEs. The proposed site plan (CE #19) shows Lots 9 to 13 extending into the aforementioned NGPE area to expand the gross lot area to at least 3 acres to justify at least 12 building lots at 4 DU per acre. However, NGPE areas are by definition and function not developed and PUD condition #20 removes the NGPE areas from the developed building lots. Thus, regardless of the number and area of proposed lots, the developed area is limited to the 2.55 acres stated above which allows 10 DUs at 4 DU per acre R2 standard.

IV. Appeal issue #4 - Full City road standards are required on Haddon Road

PUD condition #23, P. 2, erroneously references Skagit County Road Standards when the Haddon Road PUD and about 20' of the 60' Haddon Road ROW is in the City of Anacortes (see site plans with City/County boundary at the section line). Other parts of PUD condition #23, P. also fail to implement the minimum requirements of Anacortes road standards.

I re-submit here an updated version of my road standards discussion included in my June 22 Part 2 letter on the record (part of CE #31 or #35).

AMC 16.40.010 says:

*The purpose of the planning unit development (PUD) regulations is to maintain **consistent standards for the health, safety, and welfare of all citizens throughout the city**, while **allowing flexibility** in how those standards are met. While **all citizens deserve equal access to services and public amenities**, there are a variety of ways to provide that **equivalency**.*

Nowhere in the Anacortes code does it say that Anacortes residents who live too close to the City boundary are to be denied equal access to the amenities and safety provided by the normal road design standards of the Anacortes development codes. Nowhere in the Skagit County codes does it say that roads or portions of roads cannot be built to standards greater than minimum county standards when justified. So the fact that the road ROW is part in the City and part in the County provides not excuse or restriction whatsoever to deny PUD residents and other City residents on Haddon Road the full benefit of normal City road standards.

To quote Mr. Allen, full city streets are built within 50' ROWs "all over the City of Anacortes". Haddon Road is a 60' ROW without topographic restrictions. Mr. Allen himself documented that development and access traffic from both sides of Haddon Road will be at urban density. There is no site restriction or justifiable reason a full City standard 32' wide street with sidewalk on the north side cannot be built entirely within the ROW, providing for parking on one side of the street and without encroaching the sidewalk onto the lot frontage--as required by AMC 17.38.070.

An example of the widespread and escalating 'slippage' of development standards in Anacortes--a tour of recent developments in Anacortes shows that there is total inconsistency in 1 or 2 sidewalks, with sidewalk on one side apparently becoming the "new standard" for subdivision in spite of the clear code regulations and no apparent obstructions or site restrictions to 2 sidewalks. So the applicant can claim some "precedent" here.

Typically, the power company is required to relocate power poles in the ROW that interfere with required street improvements. Why does PUD condition #23, P. 3, reverse this and allow a substandard street just to avoid an existing power pole interference? Is there no end to the "standards slippage" currently advocated by Anacortes planning, engineering and public works staff?

Under a previous City administration, Council, Commission and planning department, 5 blocks of offsite substandard streets on 17th St.--the principle offsite access to The Highlands subdivision from 'D' Ave.--were improved to City standards. This included 3 blocks with full 32' width, curbs, gutters and sidewalks on both sides from 'A' to 'D' Ave. West of 'A', topographic and long standing prior development restricted the road to 28' with one sidewalk--similar to the internal roads in the difficult terrain of The Highlands itself. There was some cost sharing with the City on the 'A' to 'D' blocks, but the moral here is the whole route was required to be upgraded to the maximum City standards feasible for the site.

Contrary to Mr. Lange's testimony, to my knowledge it has been many years since new subdivisions were permitted to build on local residential access "half streets" in Anacortes. Recent testimony from Mr. Lange at several hearings indicates that City public works department has problems with implementing City road standards in a consistent and straightforward manner as required by the code. The department has had many years to suggest changes to the standards if they don't like them, but has never suggested such changes. Perhaps that is because they have gotten away with playing loose with the interpretation and application of those standards for many years so why bother changing them?

The questions and evidence about infiltration and the movement of ground waters in the area, as documented in my Part 3 letter (part of CE #31 or #35), also require re-evaluation of the proposed road and storm drainage design along Haddon Road. See appeal issue #5 below.

V. Appeal issue #5 - PUD geotechnical report is inadequate and too narrow in scope

On June 22 I submitted my Part 3 letter on the record (part of CE #31 or #35). I re-submit the slightly edited relevant text of that letter here. My referenced **Exhibit H** is in my Part 3 letter. This 3rd letter from me examines the inadequacy of the scope and conclusions of the many MTC reports concerning subsurface hydrology and infiltration at the PUD site (CE #10).

Rapid soil infiltration???

MTC was asked to conduct an original geotechnical investigation to evaluate slope stability and water infiltration rates of the site soils. Typically the onsite investigation is informed by relevant geotechnical and hydrological conditions in the surrounding area. However MTC, in spite of repeated requests from the City staff and GeoEngineers, (1) refused to properly evaluate the relevant ground water hydrology of the area and (2) misinterpreted the clear hydrology indicators in their 41' below ground surface (BGS) deep bore hole.

MTC noted static ground water elevations as shallow as 14' BGS in the area, but refused GeoEngineers' request to confront the implications of shallow ground waters in the Haddon/Spradley/Whistle Lake Roads "plateau" (CE #11). MTC also ignored other well known indicators of shallow ground water in the plateau. There are extensive wetlands in the southwest section of the plateau indicating seasonal ground water levels at or above ground surface. These wetlands feed Happy Valley Stream--a small seasonal stream that crosses Haddon Road just west of Whistle Lake Road and flows north through the middle of the Herrigstad property. Both the wetlands and the stream are above the 280' elevation (see topographic map in the Drayton Archaeology Report, Figure 1, on the record).

This stream flows across the same "rapid infiltration" Keystone soils that underlie the PUD site (see my **Exhibit H** - soil survey map, soil #78 & 79 in CE #31 or #35). The small stream would rapidly sink into its bed and disappear into the highly permeable soils if it was not supported above ground level by a water table at the elevation of the stream above 280'. Happy Valley Stream is recognized mapped and protected under the Anacortes critical areas ordinance--MTC obviously did not do their hydrological homework in spite of GeoEngineers request to do so and the City Planning Department ignored this failure.

MTC also misinterpreted the clear hydrology indicators in their 41' deep bore hole located on the northeast side of the current Haddon Road cul-de-sac at a ground elevation of about 281'. Orange mottles started appearing at 11.3' BGS at about 270' elevation and were extensively present from there down to the hole bottom at about 240' elevation. Orange mottling indicates periodic oxygenated/low oxygen fluctuations which would be impossible to produce from the rapid vertical infiltration rates over 10 to 40 feet as presumed by MTC. The orange mottling requires periodic soil saturation with oxygen depleted ground waters flowing generally horizontally through the bore hole site from sources to the west.

MTC also ignored the extensive delineated wetlands (with field flagging), seasonally saturated soils, seeps and seep ponds feeding perennial surface streams flowing through deep ditches dug to try to "dry out" the hillside on the property bordering the PUD on the south. This is the "headwaters" of Weaverling Rill, a designated and protected stream in Anacortes. It is on the southern extension of the same steep hillside found on the PUD site. These water saturation features start at about the same elevation as the bottom of the MTC bore hole, about 240' elevation, and would be fed from horizontally flowing ground waters at even higher elevation. These features could not be missed if MTC had done any significant reconnaissance beyond the PUD property lines.

These ground water hydrology indicators just south of the PUD property fully support the evidence cited above for seasonal ground saturation and horizontal ground water flow just below the elevation of the top of the steep slope on the PUD site (about 270' elevation).

MTC's many reports are (1) shockingly inadequate, (2) non-responsive to the requests from GeoEngineers, and (3) erroneous with respect to presumptions about ground water conditions at the site that are directly contradicted by the sum total of hydrological evidence from the site and the surrounding area, most of which was ignored or misinterpreted by MTC.

Large mounds of crystalline bedrock outcrop just south of the PUD and west along Haddon Road. Perhaps the engineers don't actually know what underground structures are controlling ground water flow and seepage points in this area and their flow and infiltration models are just a second layer of erroneous speculation piled onto erroneous presumptions about the unknown underground that ignore the hydrological evidence.

Anacortes codes call 911 for rescue from AFI hijacking.

It is essential that the City Council rescue Anacortes' development codes from the self-serving ungrammatical irrational inconsistent nonsensical chopped-up hash the applicant attempts to make of them since the planning department appears to have abrogated their principal responsibility in this area.

Ross O. Barnes
PhD, Earth Science

My referenced exhibits are in the original letters and exhibits on the record

Hunt, Marcia

From: Cricchio, Kevin
Sent: Monday, August 15, 2016 10:06 AM
To: Hunt, Marcia
Cc: Measamer, Don; Swetnam, Darcy
Subject: Barnes' Haddon Road PUD appeal
Attachments: 201608150948.pdf

8-15-16

Marcia,

Good morning! Can you please add the attached received this morning to **Exhibit 63** of the Haddon Road Plat & PUD staff report's associated exhibits going before CC tonight **and** to Exhibit D of the Appeal Staff Report? Please let me know if I can assist you further. Thank you.

Kevin Cricchio, AICP
Associate Planner
Department of Planning, Community, & Economic Development
City of Anacortes
(360) 630-6270

From: Ross O. Barnes [mailto:georbarnes@hotmail.com]
Sent: Monday, August 15, 2016 8:04 AM
To: Cricchio, Kevin <kevinc@cityofanacortes.org>; Measamer, Don <don@cityofanacortes.org>
Subject: Barnes' Haddon Road PUD appeal

August 15, 2016

RE: Ross Barnes' Haddon Road PUD appeal

All of my referenced and supporting exhibits, supplemental information and basic arguments are already on the Planning Commission record. And I found no new information in the Applicant's new material submitted on August 9 worthy of response--same old stuff.

The large number of appeals, rebuttals, etc. will make for a very long hearing. My appeal, consisting of over 50 pages of text and previously submitted exhibits, cannot even be summarized in the 10 minutes of allotted speaking time. Thus, I choose to forego the 10 minute verbal caricature and present the full text of my appeal in written form which updates and condenses the text of my 4 prior letters and appeal form into 17 pages. All of my referenced supporting exhibits and documents are already in the Planning Commission record and are not reintroduced again here.

My appeal text is attached to this email as a PDF. Please transmit a copy to the City Council for the August 15 appeal hearing.

Ross O. Barnes, PhD
1004 7th. St., #202
Anacortes, WA 98221
(360) 293-7023



CITY COUNCIL

Closed-Record Public Hearing

6:00 PM on August 15, 2016, & a 4:00 PM site visit

By: Kevin Cricchio, AICP, Associate Planner

PUD-2016-1001:

PROJECT NAME:

Haddon Road Plat & PUD

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 PARCELS:

Parcel #: P33048

SUBJECT PROPOSAL:

The applicant has 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) are also proposed as part of the Preliminary Plat & PUD.

APPLICANT /& LANDOWNER:

Tom Allen
Allen Family Investments, LLC
P.O. Box 817
Anacortes, WA 98221

PUD-2016-1001:

PROJECT ENGINEER:

John Ravnik
Ravnik & Associates
PO Box 361
Burlington, WA 98233

PROJECT SURVEYOR:

Parish Surveying
PO 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

PUD-2016-1001:

PROJECT ARCHAEOLOGIST:

Drayton Archaeology
PO Box 5424
Bellingham, WA 98227

TRAFFIC CONSULTANT:

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

PUD-2016-1001:

MODIFICATIONS TO CODE PROPOSED:

1. Flag lots with the lot's narrow portion (flag) width less than the required street frontage as required by AMC 16.20.040(C) and 17.06.490(E). The applicant proposes the required 30 feet of frontage to be provided by a flare to Haddon Road.
2. The second modification to code 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 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.

PUD-2016-1001:

MODIFICATIONS TO CODE PROPOSED:

3. The third proposed modification is to the minimum road standard per AMC 16.32.010. Haddon Road is considered to be a residential type of access road. According to AMC 16.32.010, a residential access type of road which has an average daily trip(s) of less than five hundred (500) 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 Haddon Road's 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.

PUD-2016-1001:

MODIFICATIONS TO CODE PROPOSED:

3. 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. 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 right-of-way (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.

PUD-2016-1001:

MODIFICATIONS TO CODE PROPOSED:

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.

Please note, that on July 13, 2016, the Planning Commission amended existing condition of approval #23(P(6) to include "Curb and gutter shall be provided adjacent to the development on Haddon Road."

PUD-2016-1001:

ZONING DISTRICT:

Residential (R1) Zoning District

COMPREHENSIVE PLAN DESIGNATION:

Residential Low Density Land Use Designation

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

PUD-2016-1001:

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 proposed.

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 proposed

PUD-2016-1001:

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)

PUD-2016-1001:

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. On January 5, 2016, the applicant submitted the subject applications to the City of Anacortes for review.
4. On January 29, 2016, the subject application was deemed incomplete by PCED.
5. On February 9, 2016, revisions were submitted to PCED for review.
6. 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.

PUD-2016-1001:

PRELIMINARY PLAT /PUD CHRONOLOGY & BACKGROUND:

7. 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.
8. 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.
9. 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.
10. On May 5, 2016, a meeting was conducted between city staff, the applicant, and the new project engineer.
11. 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.

PUD-2016-1001:

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 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.

PUD-2016-1001:

NOTICE OF APPLICATION & HEARING:

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.

PUD-2016-1001:

NOTICE OF APPLICATION & HEARING:

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. An open-record public hearing before the Planning Commission was conducted at 6:00 PM on June 8, 2016, following a 4:00 PM site visit. The hearing was continued to June 22, 2016, followed by July 13, 2016.

PUD-2016-1001:

CRITICAL AREAS:

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.

PUD-2016-1001:

CRITICAL AREAS:

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.

PUD-2016-1001:

CRITICAL AREAS:

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 is to 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 setback recommendations have been recommended as conditions of approval below.

PUD-2016-1001:

CRITICAL AREAS:

Geologically Hazardous Areas (Continued):

Additionally, as recommended below, 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 recommended as a condition of approval below. No land clearing activities are proposed within the NGPE.

PUD-2016-1001:

CRITICAL AREAS:

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.

In GeoEngineers letter (See Exhibit #11) it 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 recommended condition of approval as listed below.

PUD-2016-1001:

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.

According to the December 14, 2015, addendum twenty-five (25) trees were evaluated for retention that are located along the western side of the project site adjacent to the northern property line. Of the twenty-five (25) trees, twelve (12) are recommended for removal due to significant impacts to their critical root zone resulting from site development. Additionally, nine (9) trees recommended for removal would be within proposed building footprints, and four (4) trees are recommended for removal in order to eliminate the risk of trees falling on the adjacent condominium /multifamily development located to the north.

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.

PUD-2016-1001:

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 agrees to the city staff recommendation 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 would continue along the east side of Whistle Lake Road north to the south side of Blue Heron Circle. The pathway would 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.

PUD-2016-1001:

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.

PUD-2016-1001:

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.

PUD-2016-1001:

AGENCY & DEPARTMENT COMMENTS RECEIVED:

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**). Additionally, several comments were received after the 6-8-16 hearing (**See Exhibits 20-30**).

PUD-2016-1001:

OPEN-RECORD PUBLIC HEARING:

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, followed by July 13, 2016. After public testimony, the Planning Commission deliberated on the matter. Several motion(s) were made to both amend some conditions of approval and add conditions of approval to the subject application. The motion(s) were seconded. Following a vote, the motion(s) 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/revised by the Planning Commission. The motion was seconded. Following a vote, the motion passed. The Planning Commission unanimously (4-0) recommends approval to City Council.

PUD-2016-1001:

ERROR MADE:

Please note, after reviewing the July 13, 2016, transcript for the Planning Commission's open-record public hearing (**See Exhibit #60 of Planning Commission Recommendation**), an error was made in the drafting of condition of approval number twenty-six (26) following the open-record public hearing. Currently it reads as "All lots shall not be less than 7,500 square feet in area." According to the transcript, condition twenty-six (26) should read as "All lots must be to the R2 standard including and clarifying that no lot may be under 7,500 square feet."

APPEAL PERIOD:

The period to appeal the Planning Commission's recommendation ended at 5:00 PM on Friday July 29, 2016, pursuant to AMC 16.40.060(D) and (E) and 16.12.020(F). During the appeal period, sixteen (16) appeals were received by the City concerning the Planning Commission recommendation of approval to City Council.

PUD-2016-1001:

STAFF REPORTS:

Please note that you have been provided with two staff reports. The “Appeal of Planning Commission’s Recommendation” staff report included Exhibits A thru F. The exhibit list is as follows:

EXHIBIT NUMBER:	NAME OF EXHIBIT:
EXHIBIT A	APPEALS RECEIVED OF PLANNING COMMISSION'S RECOMMENDATION
EXHIBIT B	CITY ATTORNEY'S LETTER TO APPELLANTS SETTING DEADLINES AND PUBLIC HEARING RULES AND PROCEDURES
EXHIBIT C	APPLICANT /LANDOWNER'S RESPONSE TO APPEAL
EXHIBIT D	APPELLANT'S REPLY TO APPLICANT'S RESPONSE
EXHIBIT E	PARTIES OF RECORD
EXHIBIT F	LIST OF APPELLANTS

PUD-2016-1001:

STAFF REPORTS CONTINUED:

The “Planning Commission Recommendation” staff report includes sixty-seven (67) exhibits. The exhibit list is as follows:

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 #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 6-7-16 & 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's 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 #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 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



0 112.5 225 Feet

City of Anacortes Utilities

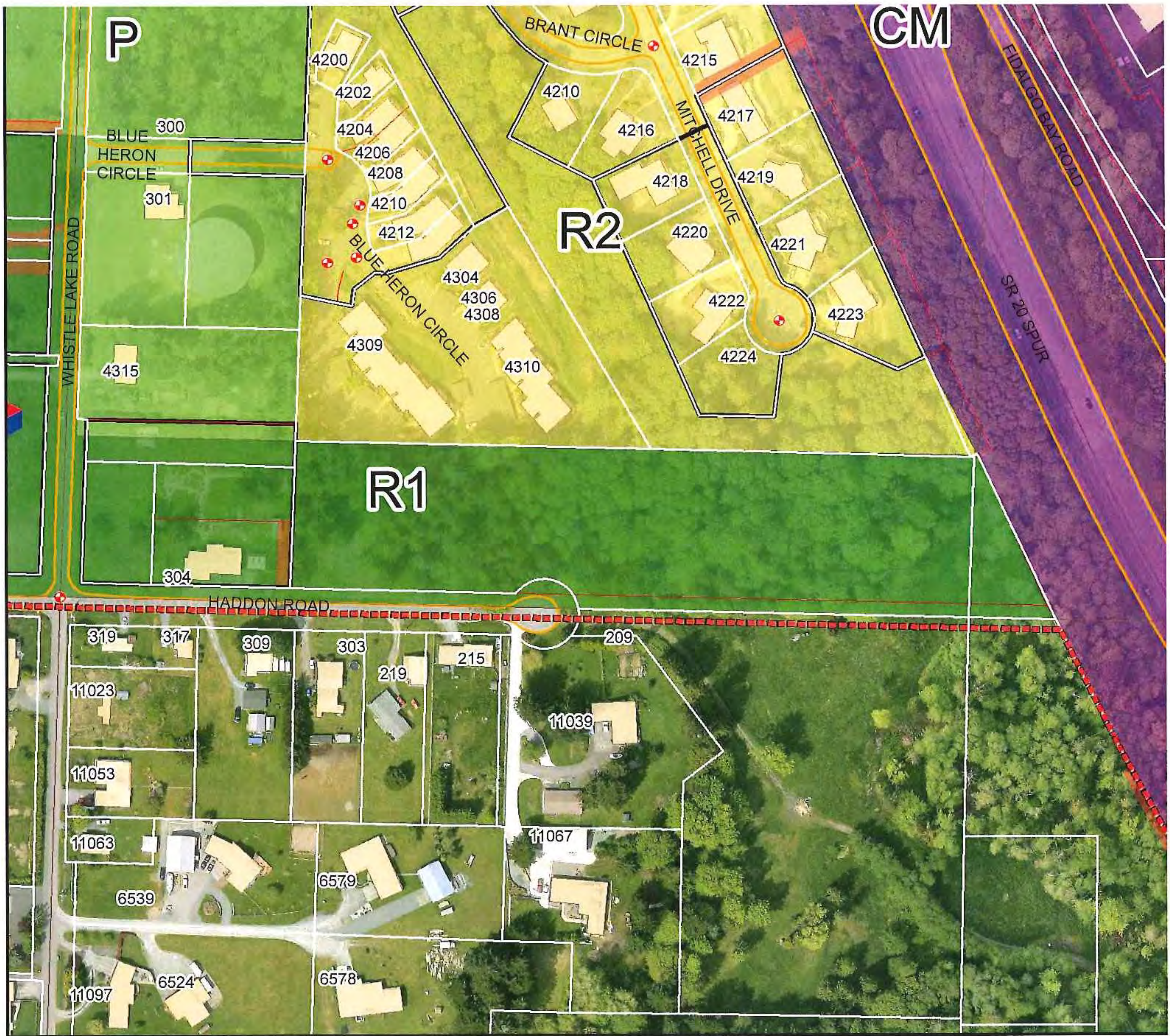
Parks also



Revised
May 2016



This map was created from available public records and existing map sources. Not from field surveys. Map features from all sources have been adjusted to achieve a "best fit" registration. While great care was taken in this process, maps from different sources rarely agree as to the precise location of geographic features. The relative positioning of map features to one another results from combining different map sources without field "ground-truthing".



0 112.5 225 Feet

City of Anacortes Utilities

Parks also



Revised
May 2016

City Limits	Monument	Zone
County Parcel Data	Paved Streets	AZ
Right of Way		C
Parcel Lines City		CBD
Section Lines		CM
Plats		CM1
Encroachments		CM2
Easements		HM
Vacations		I
Buildings		LM
		LM1
		MS
		P
		R1
		R2
		R3
		R4
		R4A
		R4B

Details for Parcel: P33048

**Jurisdiction:** ANACORTESPlease contact the city of **ANACORTES** for ANACORTES zoning information.**Zoning Designation:**[Recorded Documents](#)[Excise Affidavits](#)*Documents scanned and recorded by the Auditor's office**Document scans of excise affidavits***Parcel Number****P33048****XrefID**

350230-0-016-0003

Quarter Section Township Range

04 30 35 02

Owner InformationALLEN FAMILY INVESTMENTS LLC
PO BOX 817
ANACORTES, WA 98221**Site Address(es)****Map Links**[Open in iMap](#)
Assessor's Parcel Map:
[PDF](#) | [DWF](#)**2015 Values for 2016 Taxes***Building Market Value \$0.00
Land Market Value +\$280,100.00
Total Market Value \$280,100.00
Assessed Value \$280,100.00
Taxable Value \$280,100.00**Sale Information**Deed Type WARRANTY DEED
Sale Date 2014-10-17
Sale Price \$420,000.00**2016 Property Tax Summary**2016 Taxable Value \$280,100.00
General Taxes \$2,774.26
Special Assessments/Fees
Total Taxes \$2,774.26

* Effective date of value is January 1 of the assessment year (2015)

Legal Description [Definitions](#)

THE SOUTH 14 RODS OF THE EAST 60 RODS OF GOVERNMENT LOT 6, SECTION 30, TOWNSHIP 35 NORTH, RANGE 2 E, W.M., SKAGIT COUNTY, WASHINGTON, EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY PURPOSES BY DEED RECORDED JANUARY 30, 1957, UNDER AUDITOR'S FILE NO. 547018, ALSO EXCEPT THAT PORTION, IF ANY, LYING WITHIN THE WEST 20 RODS (330 FEET) OF SAID GOVERNMENT LOT 6. SURVEY AF#200801280007.

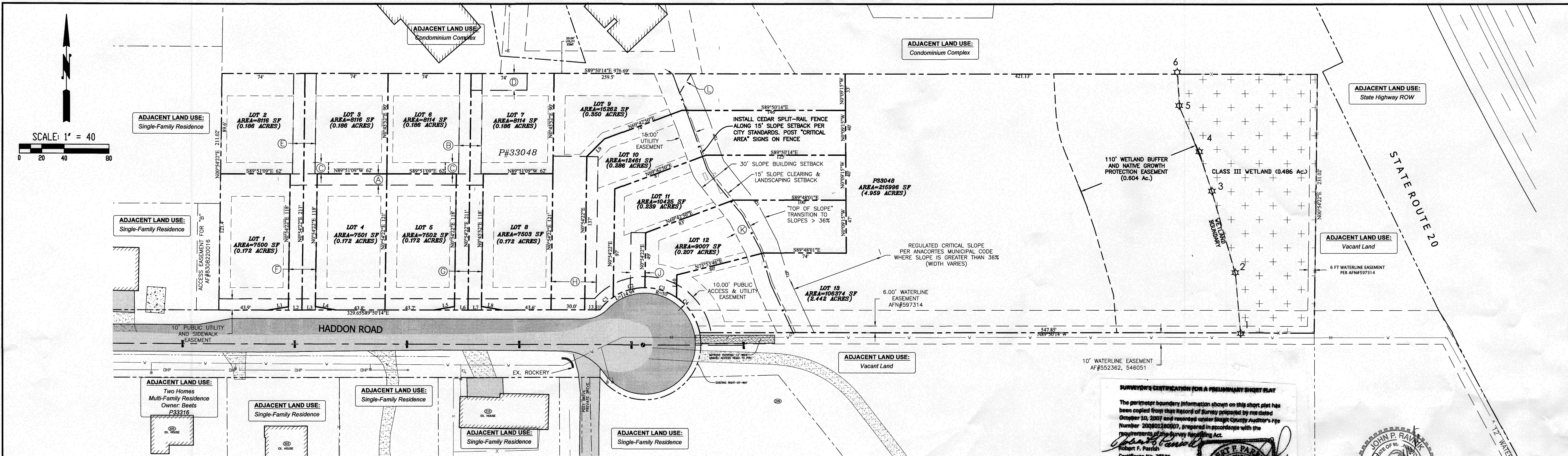
*Land Use	(111) HOUSEHOLD, SFR, INSIDE CITY		WAC 458-53-030	
Neighborhood	(20ASOUTH) ANACORTES SOUTH RESIDENTIAL			
Levy Code	0900	Fire District		
School District	SD103	Exemptions		
Utilities		Acres	4.96	
Improvement 1 Attributes Summary				
Building Style	SINGLE FAMILY RESIDENCE			
Year Built		Foundation		
Above Grade Living Area		Exterior Walls		
Finished Basement		Roof Covering		
*Total Living Area		Heat/Air Conditioning		
Unfinished Basement		Fireplace		
*Total Garage Area		Bedrooms		
Bathrooms				
For additional information on individual segments see Improvements tab				

* Land Use codes are for assessment administration purposes and do not represent jurisdictional zoning. Please contact the appropriate planning department in your jurisdiction for land use questions.

* Total living area includes above grade living area and finished basement area.

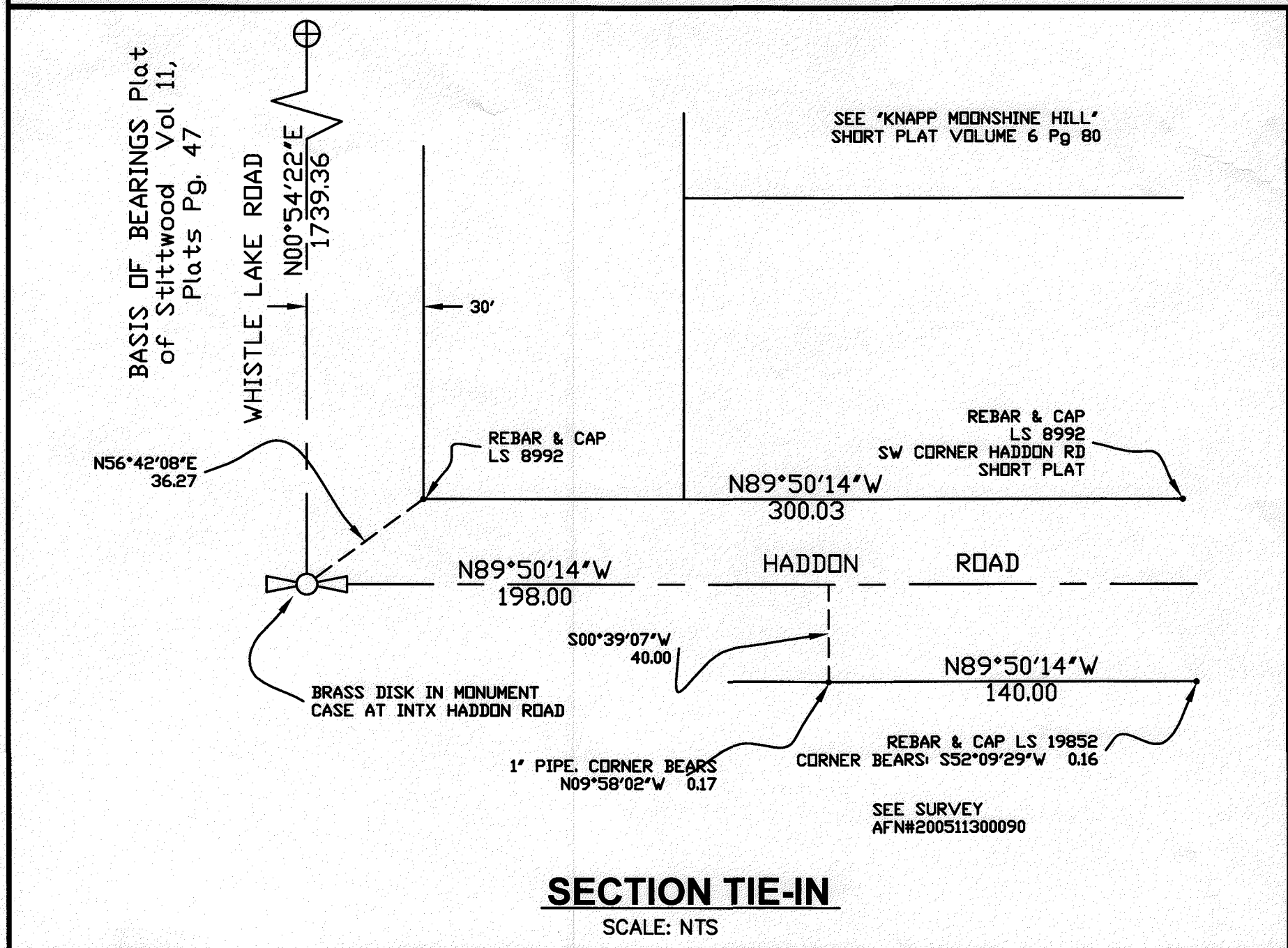
* Garage square footage includes all garage areas; basement garages, attached garages, detached garages, etc.

Assessment data for improvements is based on exterior inspections. Please contact the Assessor's office if the information does not accurately reflect the interior characteristics.



ANTICIPATED EASEMENTS

- A 10' WIDE UTILITY EASEMENT ACROSS PORTIONS OF LOTS 2, 3, 4, & 5 FOR THE BENEFIT OF LOTS 1, 2, 3, 4, & 5.
- B 20' WIDE ACCESS & UTILITY EASEMENT OVER PORTIONS OF LOTS 6 & 7 FOR THE BENEFIT OF LOTS 1-5.
- C TYPICAL 10'x12' UTILITY EASEMENT SERVING WIRE UTILITIES FOR THE BENEFIT OF ALL LOTS SERVED.
- D 15' WIDE UTILITY EASEMENT OVER THE WEST 50' OF LOT 7 FOR THE BENEFIT OF LOTS 1-6.
- E 20' WIDE ACCESS AND UTILITY EASEMENT OVER PORTIONS OF LOTS 2 & 3 FOR MUTUAL BENEFIT.
- F 24' WIDE ACCESS AND UTILITY EASEMENT OVER THE PANHANDLES OF LOTS 2 & 3 TO SERVE LOTS 1, 2, 3, & 4.
- G 24' WIDE ACCESS AND UTILITY EASEMENT OVER THE PANHANDLES OF LOTS 6 & 7 FOR THE BENEFIT OF LOTS 1, 2, 3, 4, 5, 6, 7, & 8.
- H 40' WIDE ACCESS AND UTILITY EASEMENT OVER THE PANHANDLE OF LOT 9 AND AN ADJOINING PORTION OF LOT 10 FOR THE BENEFIT OF LOTS 9, 10, & 11.
- J 13' WIDE ACCESS EASEMENT OVER LOT 11 FOR THE BENEFIT OF LOT 12.
- K 15' WIDE UTILITY EASEMENT OVER PORTIONS OF LOTS 9, 10, 11, & 12 FOR THE BENEFIT OF LOTS 9-13.
- L 15' WIDE UTILITY EASEMENT OVER A PORTION OF LOT 9 FOR THE BENEFIT OF LOTS 10-13.



PARCEL CURVE TABLE					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	16.54	50.00	18.98	N46° 25' 59" E	16.47
C2	30.00	50.00	34.38	N73° 06' 02" E	29.55
C3	30.00	50.00	34.38	S72° 31' 19" E	29.55
C4	38.41	50.00	44.01	S33° 19' 39" E	37.47

PARCEL LINE TABLE			ADDRESS TABLE	
Line #	Length	Direction	Lot No.	House No. (Haddon Road)
L1	18.36	N80° 42' 20" E	1	216
L2	30.07	S89° 50' 14" E	2	214
L3	30.16	S89° 50' 14" E	3	212
L4	18.38	S80° 10' 41" E	4	210
L5	18.60	N80° 42' 20" E	5	208
L6	30.31	S89° 50' 14" E	6	206
L7	30.40	S89° 50' 14" E	7	204
L8	18.62	S80° 10' 41" E	8	202
L9	22.34	N45° 05' 56" E	9	110
L10	20.22	N0° 54' 22" E	10	108
			11	106
			12	104
			13	102

MAP KEY

- FOUND MONUMENT
- PROPOSED MONUMENT
- WETLAND FLAGGING
- WETLAND
- PARCEL CORNER (REBAR SET)
- PROPOSED LOT CORNER
- WATER METER
- ROAD CENTERLINE
- BUILDING SETBACK LINE
- UTILITY EASEMENT LINE
- ACCESS EASEMENT
- PLAT BOUNDARY LINE
- PROPOSED LOT LINE
- SPLIT-RAIL CEDAR FENCE
- WATER LINE EASEMENT

SLOPE SETBACK BARRIER:

Lots 9-13 contain Critical Slopes, as defined by the Anacortes Municipal Code, where the slope transitions to greater than 36%. The 15-foot Slope Disturbance Setback from the top of this slope is marked by a split-rail cedar fence installed by the Developer. No clearing, grading, etc. may take place within this zone (or on the Critical Slope) without permission of the City Planning Director. Each lot owner is responsible for maintaining, repairing and/or replacing this fence.

RE-SUBDIVISION NOTICE:

No land within a short subdivision may be further subdivided within a period of five (5) years from the date of approval without filing a standard plat.

(Anacortes Municipal Code 16.08.080)

LEGAL DESCRIPTION

The south 231 feet of the east 990 feet of Government Lot 6, Section 30, Township 35 North, Range 2 East, W.M. EXCEPT that portion conveyed to the State of Washington for highway purposes by deed recorded January 30, 1957 under Auditor's File Number 547018, and EXCEPT that portion, if any, lying within the west 330 feet of said Government Lot 6. Situate in the City of Anacortes, County of Skagit, State of Washington.

BASIS OF BEARINGS:
Plat of Stittwood Vol 11, Plats Pg. 47

EASEMENTS

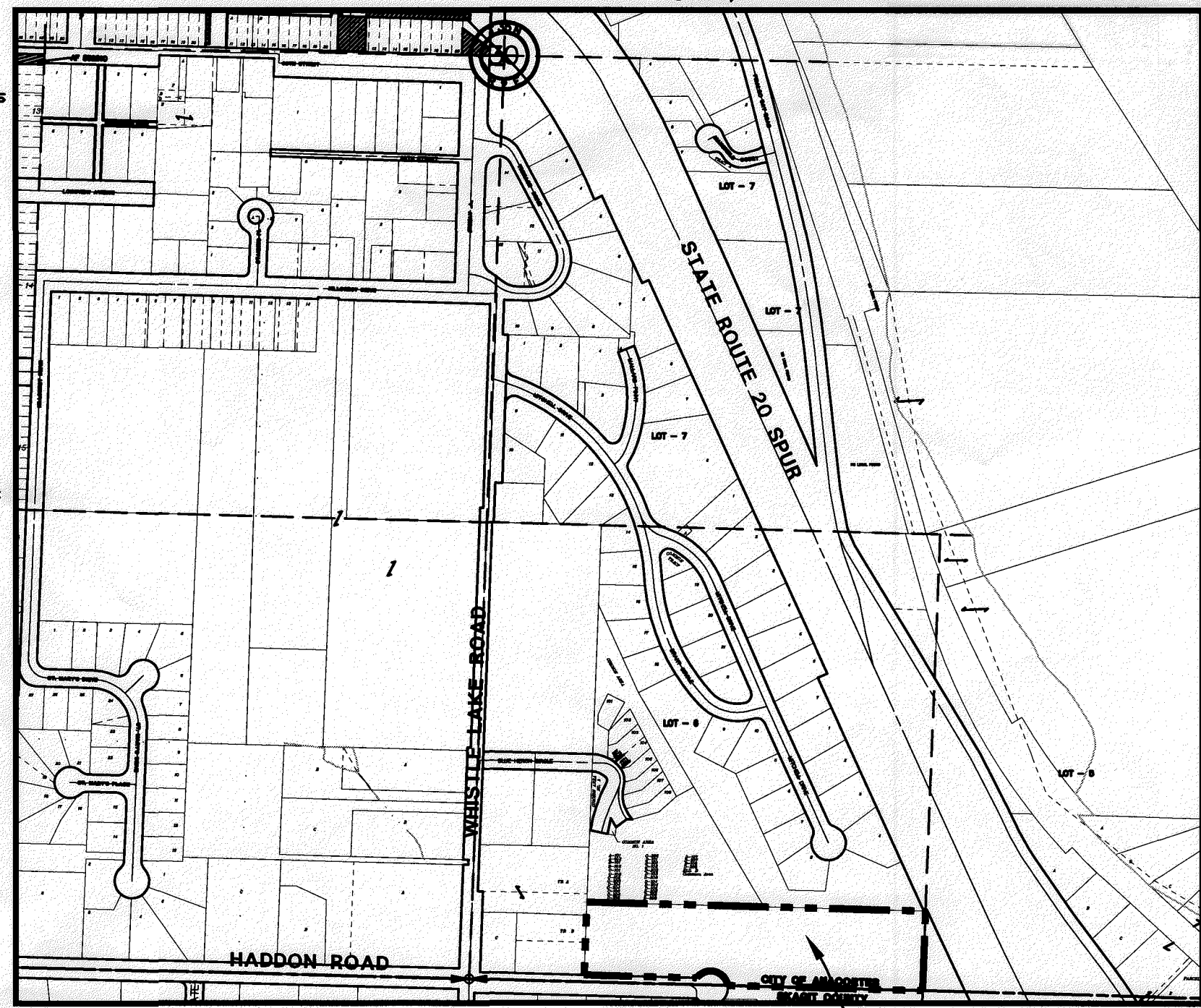
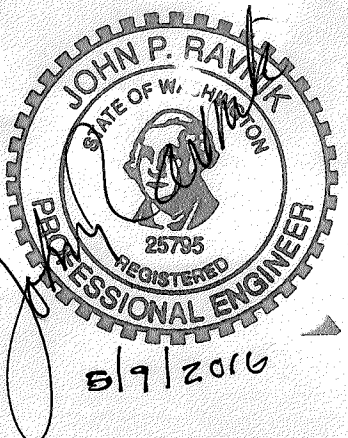
Easements are provided for ingress/egress and utilities, generally, as shown on the plans above. Final easement locations and legal descriptions will be provided at Final Plat Approval.

SURVEYOR'S CERTIFICATION FOR A PRELIMINARY SHORT PLAT

The perimeter boundary information shown on this short plat has been copied from the record of survey prepared by me dated October 10, 2007 and recorded under Skagit County Auditor's File Number 200802120007, prepared in accordance with the requirements of the Survey Recording Act.

Robert F. Parrish
Certificate No. 29335

5-9-2010



VICINITY MAP
SCALE: NTS

SITE INFORMATION

SITE ADDRESS: HADDON ROAD, ANACORTES, WA
TAX ID NUMBERS: P33048

CURRENT ZONING: R1
APPLIED ZONING: R2
REQ'D MIN. LOT SIZE: 7,500 SQ.FT. (PER AMC 17.38.070)
MINIMUM LOT SIZE: 7,500 SF (0.172 Ac)
MAXIMUM LOT SIZE: 106,374 SF (2.442 Ac)

HOUSING DENSITY: 4 DWELLING UNIT PER GROSS ACRE
GROSS PARCEL SIZE: 229,953 SF (5.279 Ac)
NET PARCEL AREA: 215,995 SF (4.959 Ac)
DENSITY CALCULATION: 5.279 Ac x 4 Lots/Gross Ac = 21.1 Lots

LOTS PERMITTED: 21
LOTS PROPOSED: 13

SCHOOL DISTRICT: Anacortes School District No. 103
WATER PROVIDER: City of Anacortes
SANITARY SEWER: City of Anacortes
STORMWATER UTILITY: City of Anacortes
POST OFFICE: Anacortes (98221)
FIRE DISTRICT: City of Anacortes

OWNER

Allen Family Investments, LLC
PO Box 817
Anacortes, WA 98221-0817
360.293.7754

PROJECT ENGINEER

John Ravnik, PE
Ravnik & Associates
PO Box 361
Burlington, WA 98233
360.707.2048

APPLICANT

Tom Allen
Allen Family Investments, LLC
PO Box 817
Anacortes, WA 98221-0817
360.293.7754

PROJECT SURVEYOR

Robert Parrish, PLS
Parrish Land Surveying
PO Box 314
Lopez Island, WA 98261

CONTACT PERSON

See applicant

PLAN STATUS:

SCALE: AS SHOWN
DRAWN BY: D. REMSEN
CHECKED BY: J. RAVNIK
DATE: 05.09.16

SHEET TITLE:
**HADDON ROAD
PLANNED UNIT DEVELOPMENT
FOR
ALLEN FAMILY INVESTMENTS, LLC
SECTION 30, T. 35 N., R. 2 E., W.M.**

DRAWING NO.
16009.ESMT.EXH.dwg

JOB NO.
16009

SHEET NO.
1 OF 1

REV. NO.	REVISION	DATE	BY	APPROVED

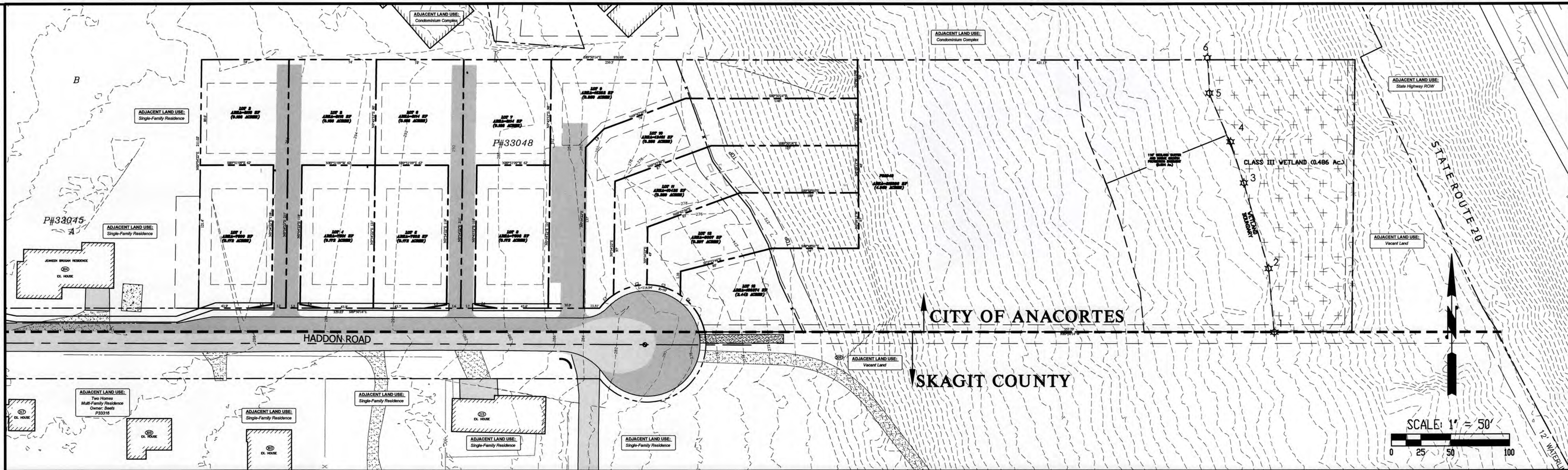
Ravnik & Associates, Inc.
CIVIL ENGINEERING & LAND-USE PLANNING
1633 LINDAMOOD LANE/P.O. BOX 361
BURLINGTON, WA 98233
PH: (360) 707-2048 FAX: (360) 707-2216

SHEET DESCRIPTION:

PRELIMINARY PLAT MAP

LEGEND

---	EXISTING RIGHT OF WAY LINE	⊕	FOUND MONUMENT
---	EXISTING RIGHT OF WAY LINE	⊙	PROPOSED MONUMENT
---	EXISTING ROAD CENTERLINE	☆	WETLAND FLAGGING
---	EXISTING PROPERTY LINE	⊙	WETLAND
○	EXISTING PROPERTY CORNER	⊙	PARCEL CORNER (REBAR SET)
---	EXISTING STORM DRAIN	○	PROPOSED LOT CORNER
○	EXISTING STORM MANHOLE	28.2	PROPOSED ASPH. SURFACE ELEV.
□	EXISTING STORM CATCH BASIN	28.2	PROPOSED TOP OF CONC. ELEV.
---	EXISTING SANITARY SEWER	28.2	PROPOSED ASPH. SURFACE ELEV.
○	EXISTING SANITARY MANHOLE	CO	PROPOSED CLEANOUT ASSEMBLY FOR STORM OR SANITARY SEWER
W	EXISTING WATERLINE	SD	PROPOSED STORM DRAIN
⌵	EXISTING WATER VALVE	■	PROPOSED STORM CATCH BASIN
⊕	EXISTING FIRE HYDRANT	SS	PROPOSED SANITARY SEWER
PCTG	EXISTING POWER, CABLE	W	PROPOSED WATERLINE
OHP	EXISTING POWER, CABLE	⌵	PROPOSED WATER VALVE
T	EXISTING TELEPHONE	⊕	PROPOSED FIRE HYDRANT
G	EXISTING GAS LINE	⊕	PROPOSED WATER METER
---	EXISTING GROUND CONTOUR LINE	→	PROPOSED FENCELINE
---	EXISTING EDGE OF ASPHALT	28	PROPOSED STORM DRAINAGE CONTOUR LINES
---	EXISTING FENCELINE	CONC	PROPOSED CONCRETE
⊕	EXISTING WATER METER	ASPH	PROPOSED ASPHALT
---	EXISTING ASPHALT	CRUSH	PROPOSED CRUSHED ROCK
---	EXISTING CONCRETE		
---	EXISTING GRAVEL		
---	EXISTING SWALE		



PROJECT CONTACTS:

OWNER

ALLEN FAMILY INVESTMENTS, LLC
P.O. BOX 817
ANACORTES, WA 98221
(360)293-7754

CIVIL ENGINEER

RAVNIK & ASSOCIATES, INC.
CONTACT: JOHN RAVNIK
1633 LINDAMOOD LANE
P.O. BOX 361
BURLINGTON, WA 98233
PHONE: (360)707-2048
FAX: (360)707-2216

SURVEYOR

PARISH LAND SURVEYING
CONTACT: BOB PARISH
P.O. BOX 314
LOPEZ, WA 98261
PHONE: (360)588-1467

UTILITY LOCATE

811

ALL TESTING SHALL BE
PERFORMED PER THE
CITY OF ANACORTES
STANDARDS

BIOLOGIST

GRAHAM-BUNTING ASSOCIATES
3643 LEGG ROAD
BOW, WA 98232
PHONE: (360)766-4441
FAX: (360)766-4443
CONTACT: OSCAR GRAHAM
PAT BUNTING

TRAFFIC

GIBSON TRAFFIC CONSULTANTS
2802 WETMORE AVENUE, SUITE 220
EVERETT, WA 98201
PHONE: (425)339-8266
CONTACT: BRADLY LINCOLN

GEOTECHNICAL

MATERIALS TESTING & CONSULTING
777 CHRYSLER DRIVE SUITE A
BURLINGTON, WA 98233
PHONE: (360)647-9295
CONTACT: DAVE RAUCH

ARCHAEOLOGIST

DRAYTON ARCHAEOLOGY
P.O. BOX 5424
BELLINGHAM, WA 98227
CONTACT: GARTH BALDWIN, M.A., RPA
MARSHA HANSON, B.A.

SURVEY INFORMATION

NOTE: EXISTING STRUCTURES, UTILITIES, AND SURFACE CONDITIONS SHOWN ON THESE PLANS REPRESENT SURVEY INFORMATION LOCATED IN FEBRUARY 2015, FROM A TOPOGRAPHIC SURVEY PERFORMED BY PARISH LAND SURVEYING, AND FROM UTILITY INFORMATION PROVIDED BY UTILITY COMPANIES. A UTILITY LOCATE SERVICE WAS NOT CALLED PRIOR TO SURVEYING OF THE PROPERTY, BUT MUST BE CALLED PRIOR TO CONSTRUCTION.

SITE INFORMATION

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TAX ID NUMBERS: P33048

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MAXIMUM LOT SIZE: 106,374 SF (2.442 Ac)

HOUSING DENSITY: 4 DWELLING UNIT PER GROSS ACRE
GROSS PARCEL SIZE: 229,953 SF (5.279 Ac)
NET PARCEL AREA: 215,995 SF (4.959 Ac)
DENSITY CALCULATION:

LOTS PERMITTED: 5.279 Ac x 4 Lots/Gross Ac = 21.1 Lots
LOTS PROPOSED: 21

SCHOOL DISTRICT: Anacortes School District No. 103
WATER PROVIDER: City of Anacortes
SANITARY SEWER: City of Anacortes
STORMWATER UTILITY: City of Anacortes
POST OFFICE: Anacortes (98221)
FIRE DISTRICT: City of Anacortes

CALL TWO
BUSINESS DAYS
BEFORE YOU DIG
"811"

SLOPE SETBACK BARRIER:

Lots 9-13 contain Critical Slopes, as defined by the Anacortes Municipal Code, where the slope transitions to greater than 36%.
The 15-foot Slope Disturbance Setback from the top of this slope is marked by a split-rail cedar fence installed by the Developer. No clearing, grading, etc. may take place within this zone (or on the Critical Slope) without permission of the City Planning Director. Each lot owner is responsible for maintaining, repairing and/or replacing this fence.

LEGAL DESCRIPTION

The south 231 feet of the east 990 feet of Government Lot 6, Section 30, Township 35 North, Range 2 East, W.M.
EXCEPT that portion conveyed to the State of Washington for highway purposes by deed recorded January 30, 1957 under Auditor's File Number 547018, and
EXCEPT that portion, if any, lying within the west 330 feet of said Government Lot 6.
Situate in the City of Anacortes, County of Skagit, State of Washington.

BASIS OF BEARINGS:

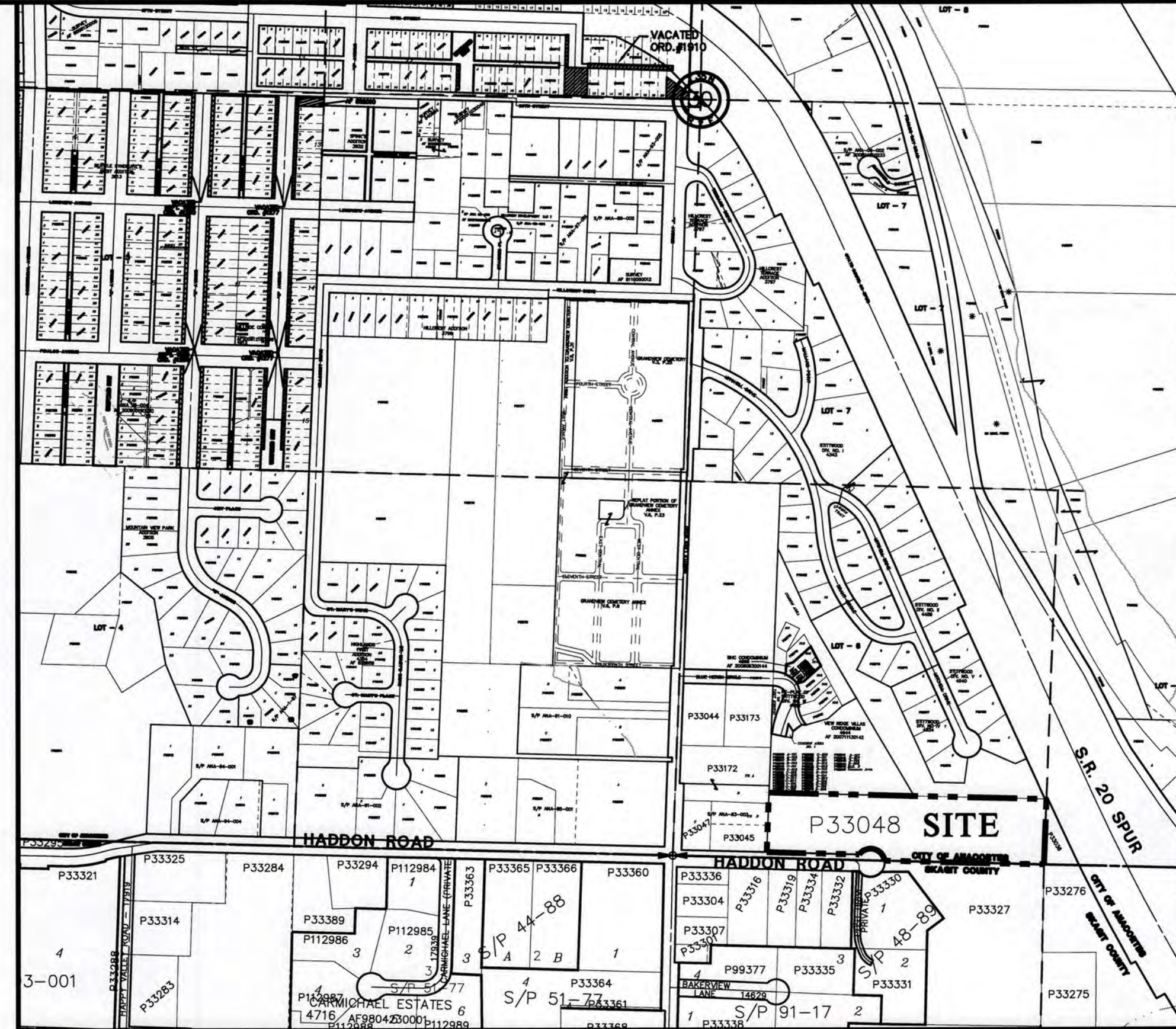
Plat of Stittwood Vol 11, Plats Pg. 47

EASEMENTS

Easements are provided for ingress/egress and utilities, generally, as shown on this project's Preliminary Plat Map. Final easement locations and legal descriptions will be provided at Final Plat Approval.

SHEET SCHEDULE

SHEET 1 OF 4 COVER
SHEET 2 OF 4 OVERALL EXISTING CONDITIONS, TEMPORARY EROSION AND SEDIMENT CONTROL PLAN
SHEET 3 OF 4 UTILITY PLAN
SHEET 4 OF 4 WHISTLE LAKE ROAD PATHWAY AND OFFSITE WATERLINE IMPROVEMENTS



VICINITY MAP

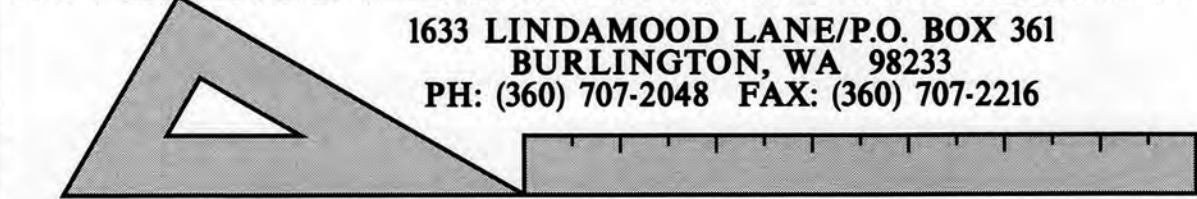
SCALE: 1" = 400'



PLAN STATUS: PUD-2016-0001 FOR PLANNING COMMISSION & CITY COUNCIL

SCALE: AS NOTED	SHEET TITLE: HADDON ROAD PLANNED UNIT DEVELOPMENT FOR ALLEN FAMILY INVESTMENTS, LLC SECTION 30, T. 35 N., R. 2 E., W.M.	DRAWING NO. 16009.SITE.dwg
DRAWN BY: D. REMSEN		JOB NO. 16009
CHECKED BY: J. RAVNIK		SHEET NO. 1 OF 4
DATE: 05.10.16		

Ravnik & Associates, Inc.
CIVIL ENGINEERING & LAND-USE PLANNING
1633 LINDAMOOD LANE/P.O. BOX 361
BURLINGTON, WA 98233
PH: (360) 707-2048 FAX: (360) 707-2216



SHEET DESCRIPTION:

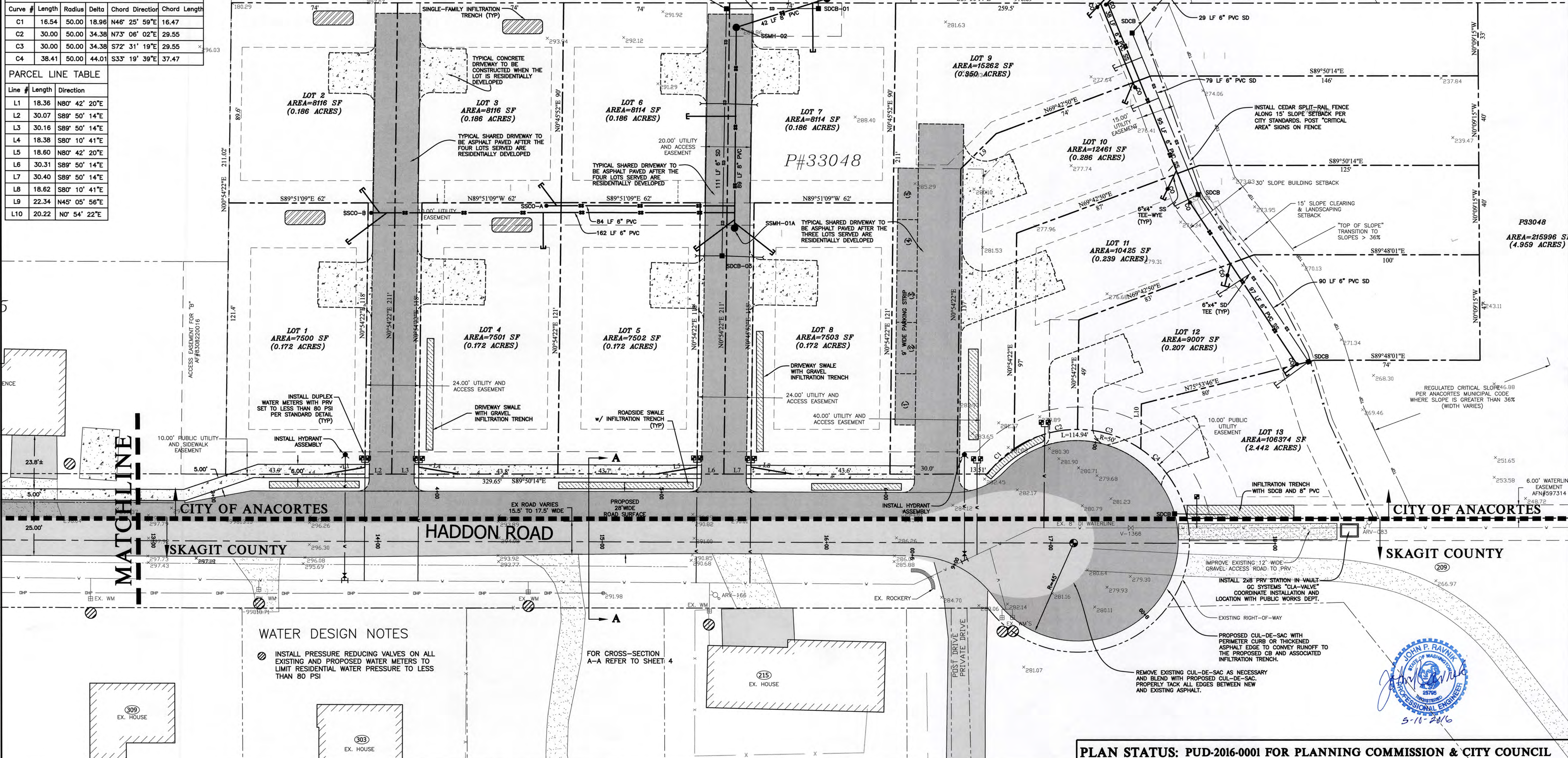
COVER

CALL TWO
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"811"

SCALE: 1" = 20'

PARCEL CURVE TABLE					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	16.54	50.00	18.96	N46° 25' 59"E	16.47
C2	30.00	50.00	34.38	N73° 06' 02"E	29.55
C3	30.00	50.00	34.38	S72° 31' 19"E	29.55
C4	38.41	50.00	44.01	S33° 19' 39"E	37.47

PARCEL LINE TABLE		
Line #	Length	Direction
L1	18.36	N80° 42' 20"E
L2	30.07	S89° 50' 14"E
L3	30.16	S89° 50' 14"E
L4	18.38	S80° 10' 41"E
L5	18.60	N80° 42' 20"E
L6	30.31	S89° 50' 14"E
L7	30.40	S89° 50' 14"E
L8	18.62	S80° 10' 41"E
L9	22.34	N45° 05' 56"E
L10	20.22	N0° 54' 22"E



WATER DESIGN NOTES

- INSTALL PRESSURE REDUCING VALVES ON ALL EXISTING AND PROPOSED WATER METERS TO LIMIT RESIDENTIAL WATER PRESSURE TO LESS THAN 80 PSI

FOR CROSS-SECTION A-A REFER TO SHEET 4



REV. NO.	REVISION	DATE	BY	APPROVED

Ravnik & Associates, Inc.
CIVIL ENGINEERING & LAND-USE PLANNING
1633 LINDAMOOD LANE/P.O. BOX 361
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PH: (360) 707-2048 FAX: (360) 707-2216

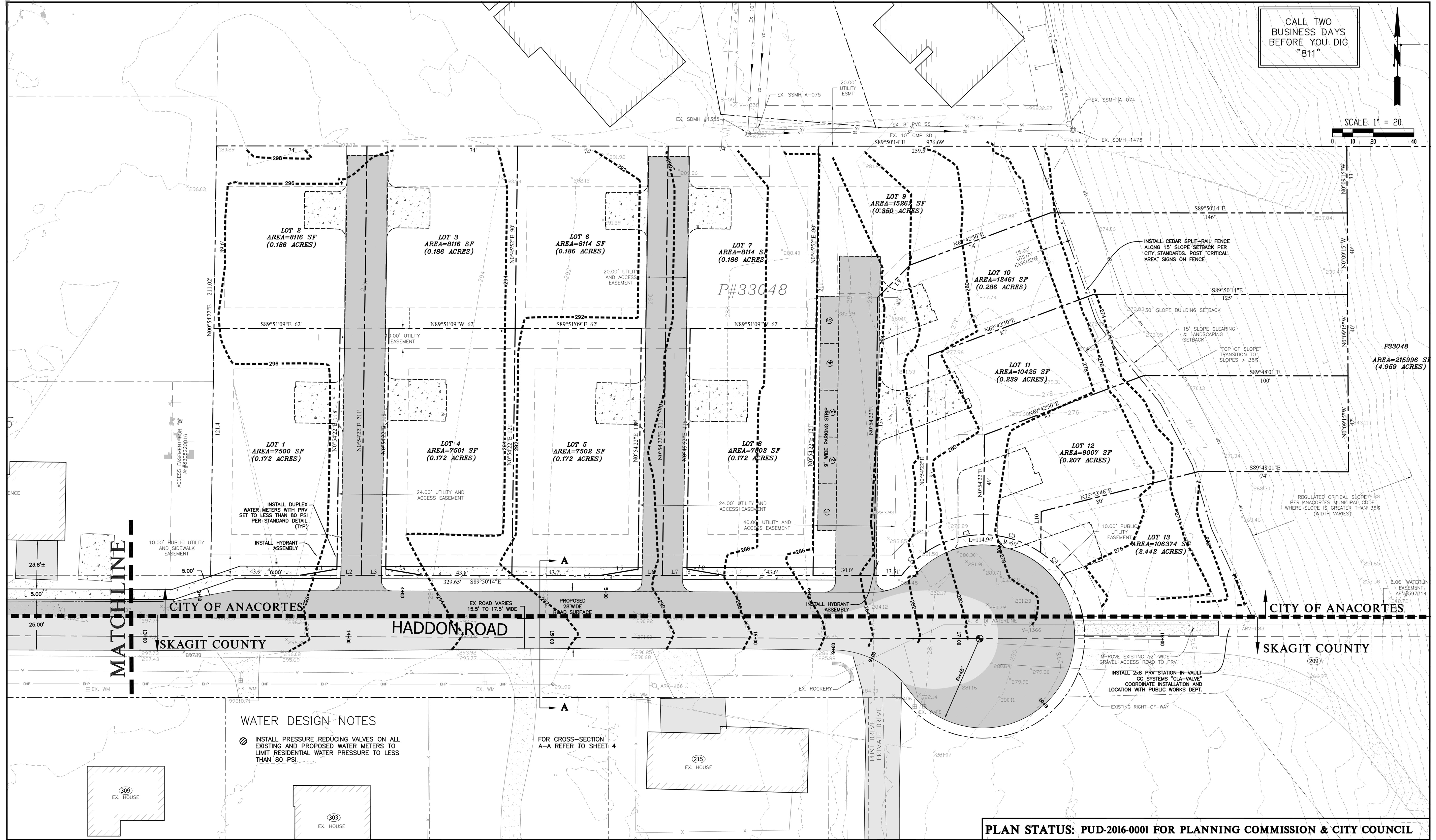
SHEET DESCRIPTION:

UTILITY PLAN

PLAN STATUS: PUD-2016-0001 FOR PLANNING COMMISSION & CITY COUNCIL		
SCALE: 1" = 20'	SHEET TITLE: HADDON ROAD PLANNED UNIT DEVELOPMENT FOR ALLEN FAMILY INVESTMENTS, LLC SECTION 30, T. 35 N., R. 2 E., W.M.	DRAWING NO. 16009.SITE.dwg JOB NO. 16009 SHEET NO. 3 OF 4
DRAWN BY: D. REMSEN		
CHECKED BY: J. RAVNIK		
DATE: 05.10.16		

CALL TWO
BUSINESS DAYS
BEFORE YOU DIG
"811"

SCALE: 1" = 20'



WATER DESIGN NOTES

- INSTALL PRESSURE REDUCING VALVES ON ALL EXISTING AND PROPOSED WATER METERS TO LIMIT RESIDENTIAL WATER PRESSURE TO LESS THAN 80 PSI

FOR CROSS-SECTION A-A REFER TO SHEET 4

REV. NO.	REVISION	DATE	BY	APPROVED

Ravnik & Associates, Inc.
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1633 LINDAMOOD LANE/PO. BOX 361
BURLINGTON, WA 98233
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SHEET DESCRIPTION:

PRELIMINARY GRADING PLAN

PLAN STATUS: PUD-2016-0001 FOR PLANNING COMMISSION & CITY COUNCIL

SCALE: 1" = 20'
DRAWN BY: D. REMSEN
CHECKED BY: J. RAVNIK
DATE: 05.26.16

SHEET TITLE:
**HADDON ROAD
PLANNED UNIT DEVELOPMENT
FOR
ALLEN FAMILY INVESTMENTS, LLC
SECTION 30, T. 35 N., R. 2 E., W.M.**

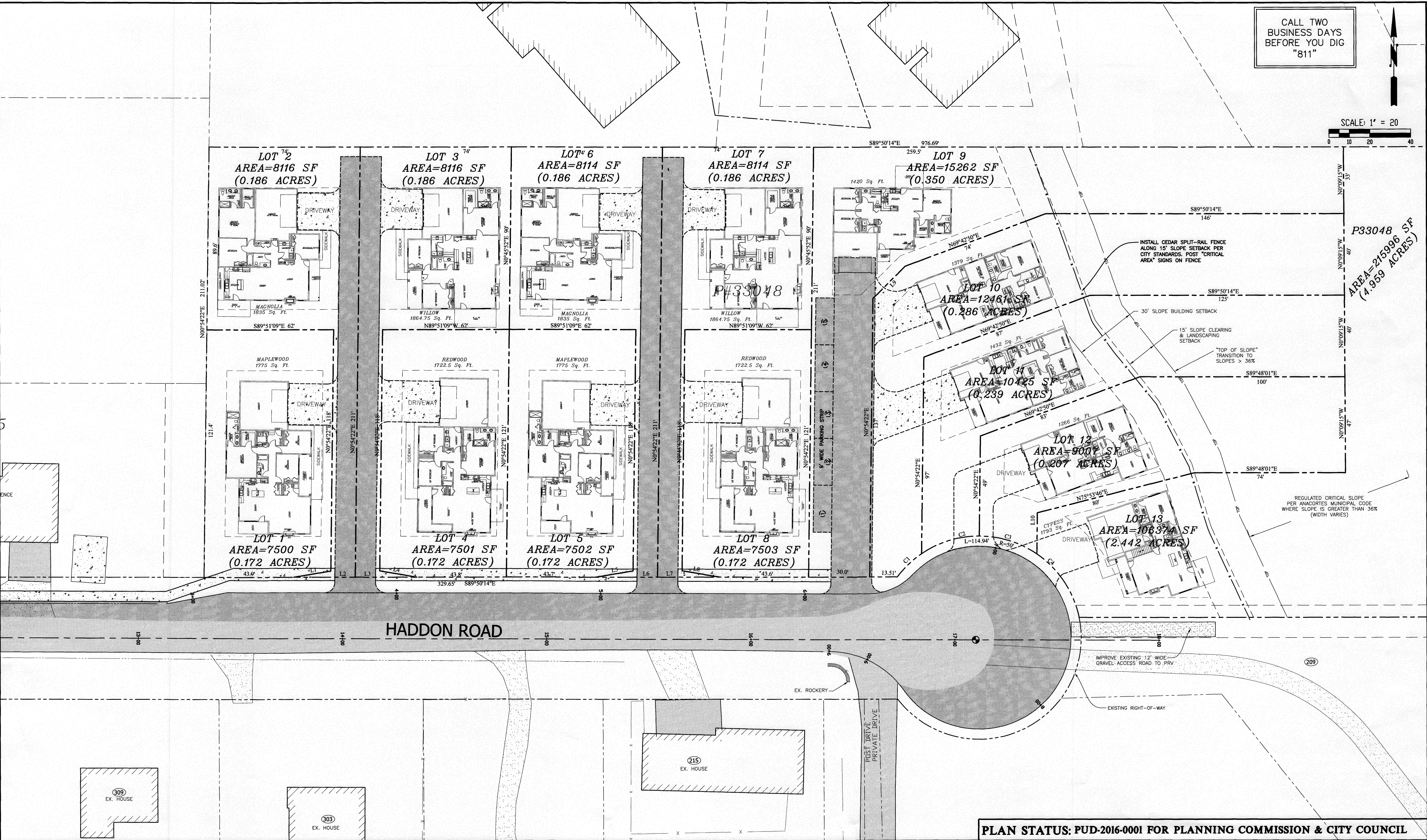
DRAWING NO.
16009.SITE.dwg
JOB NO.
16009
SHEET NO.
3A OF 4

CALL TWO
BUSINESS DAYS
BEFORE YOU DIG
"811"

SCALE: 1" = 20'



P33048
AREA=215996 SF
(4.959 ACRES)



REV. NO.	REVISION	DATE	BY	APPROVED

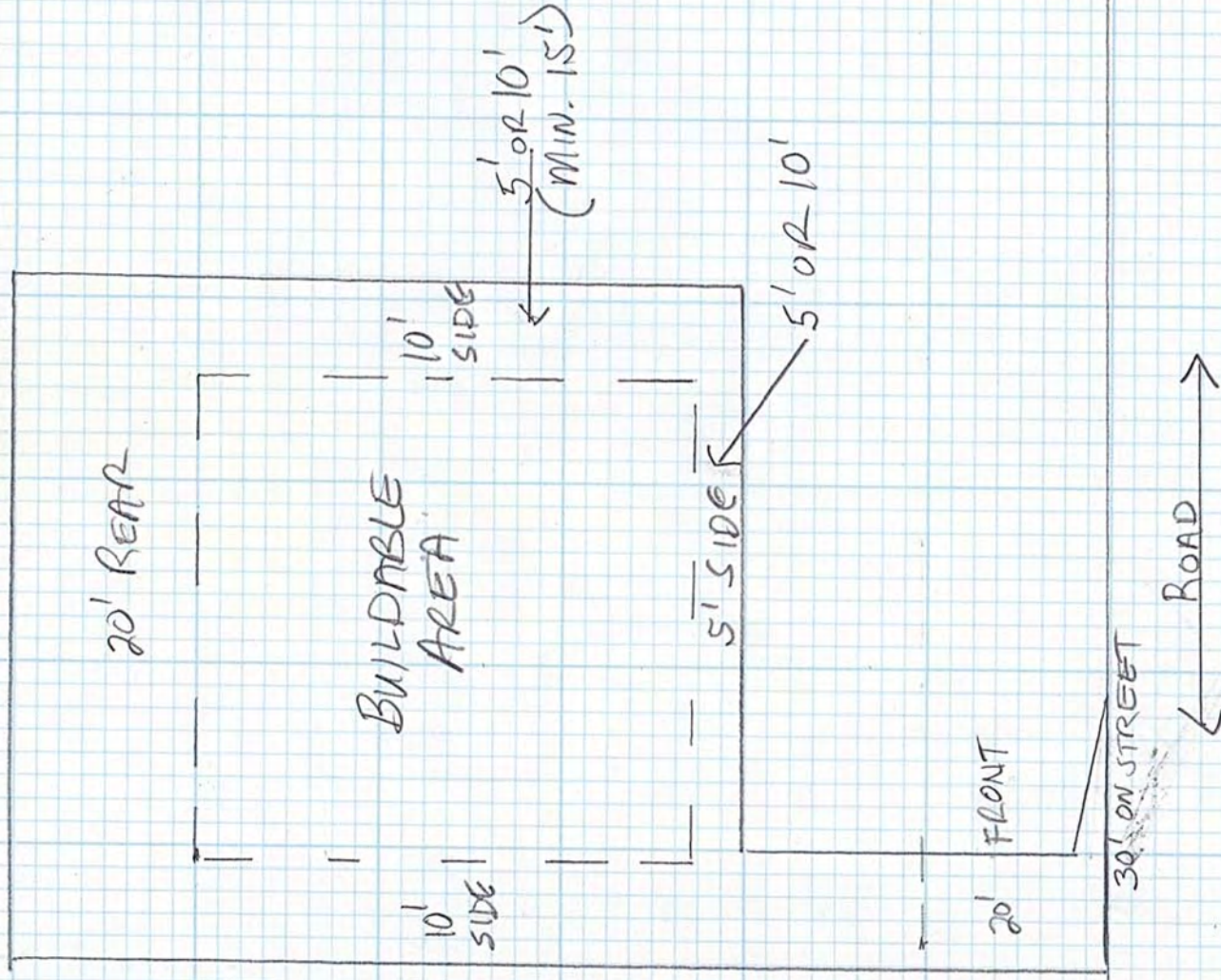
Ravnik & Associates, Inc.
CIVIL ENGINEERING & LAND-USE PLANNING
1633 LINDAMOOD LANE/PO. BOX 361
BURLINGTON, WA 98233
PH: (360) 707-2048 FAX: (360) 707-2216

SHEET DESCRIPTION:

BUILDING PLAN

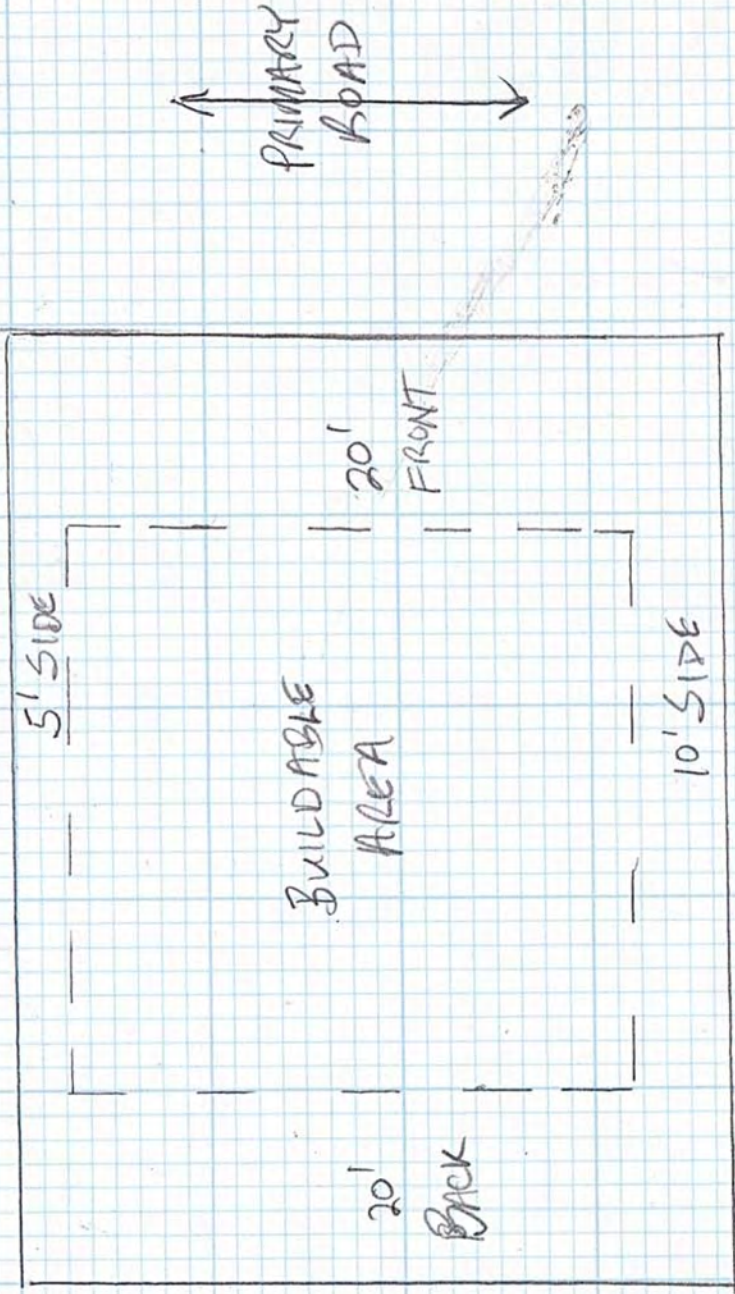
PLAN STATUS: PUD-2016-0001 FOR PLANNING COMMISSION & CITY COUNCIL			
SCALE: 1" = 20'	SHEET TITLE: HADDON ROAD PLANNED UNIT DEVELOPMENT FOR ALLEN FAMILY INVESTMENTS, LLC SECTION 30, T. 35 N., R. 2 E., W.M.		DRAWING NO. 16009.SITE.dwg
DRAWN BY: D. REMSEN			JOB NO. 16009
CHECKED BY: J. RAVNIK			SHEET NO. 1 OF 1
DATE: 05.10.16			

TYPICAL FLAG LOT EXAMPLE

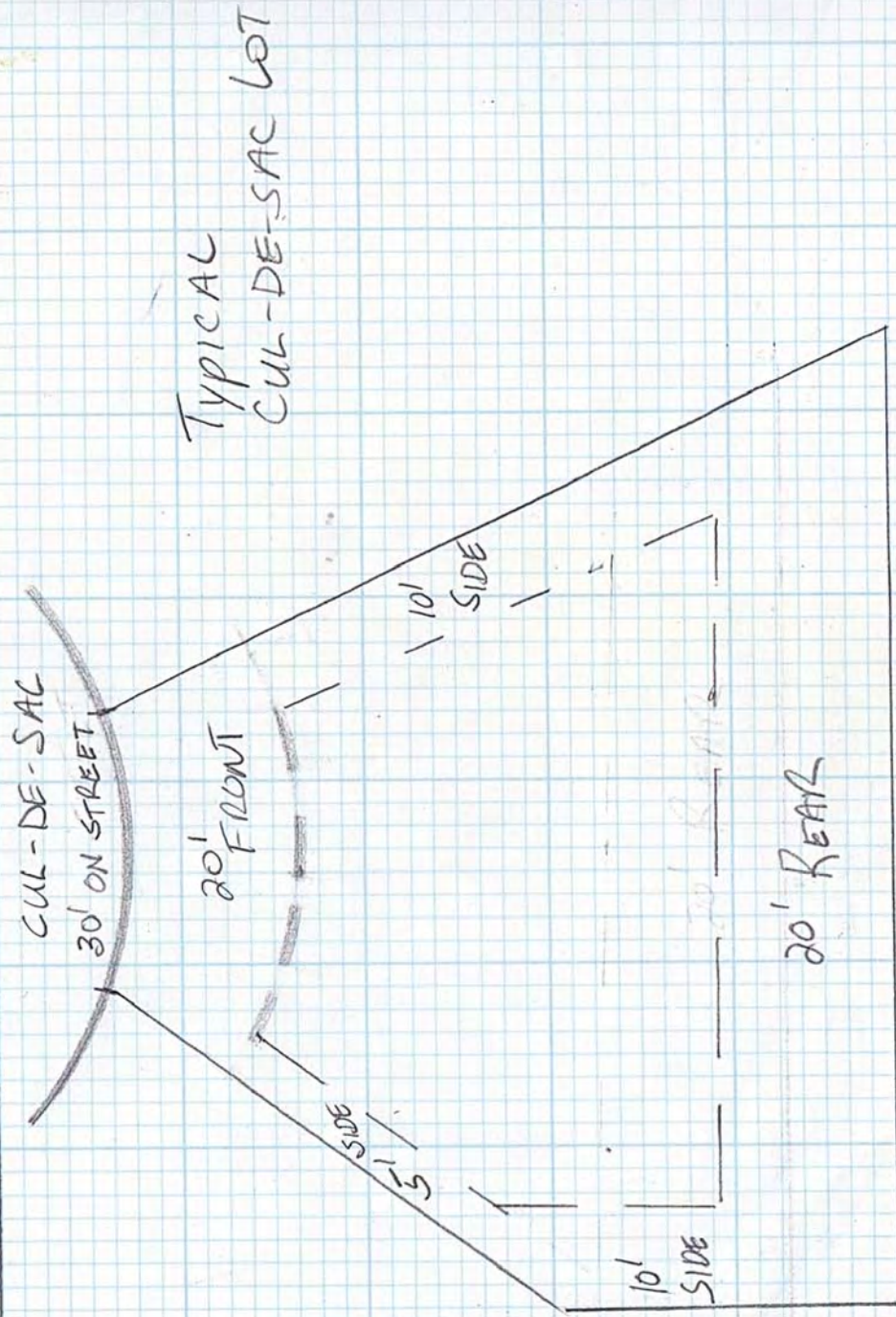


NOTE: EACH OF THE 3 TYPES OF
LOTS HAVE ONLY ONE FRONT
YARD AND ONE REAR YARD
BUT CAN HAVE MULTIPLE
SIDE YARDS

TYPICAL CORNER LOT



← SECONDARY ROAD →



TYPICAL CUL-DE-SAC LOT

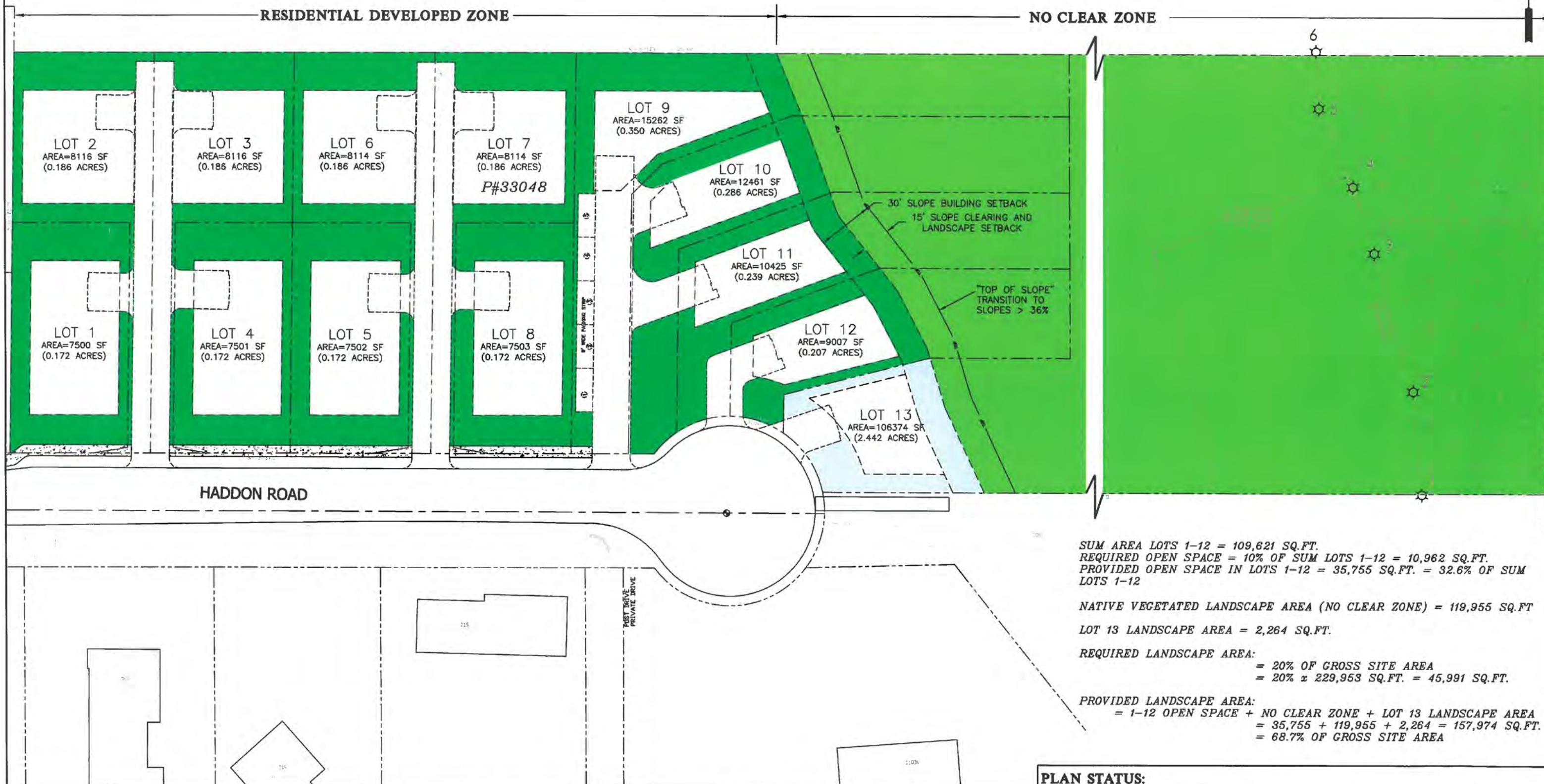
RESIDENTIALLY DEVELOPED LANDSCAPE AREA
(OPEN SPACE) LOTS 1-12

LOT 13

NATIVE VEGETATED LANDSCAPE AREA
(NO CLEAR ZONE)

RESIDENTIAL DEVELOPED ZONE

NO CLEAR ZONE



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PH: (360) 707-2048 FAX: (360) 707-2216

SHEET DESCRIPTION:

OPEN SPACE AND LANDSCAPE AREAS EXHIBIT

PLAN STATUS:

SCALE: 1" = 50'

DRAWN BY: D. REMSEN

CHECKED BY: J. RAVNIK

DATE: 05.09.16

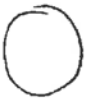
SHEET TITLE:

**HADDON ROAD
PLANNED UNIT DEVELOPMENT
FOR
ALLEN FAMILY INVESTMENTS, LLC
SECTION 30, T. 35 N., R. 2 E., W.M.**

DRAWING NO.
16009.OPEN SPACE.dwg

JOB NO.
16009

SHEET NO.
1 OF 1

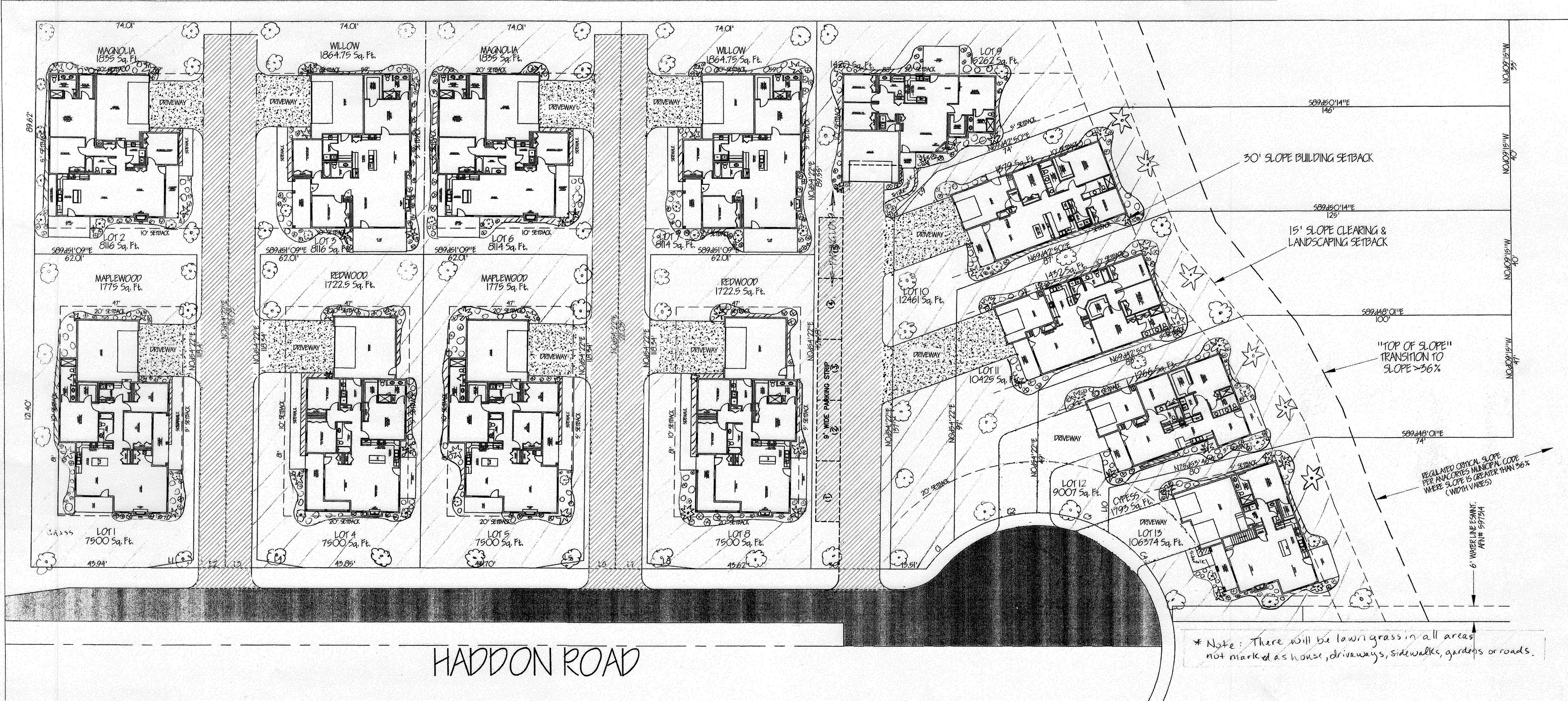
Symbol	Botanical Name	Common Name
Trees		
T1 	<i>Chamaecyparis Obtusa</i> , <i>Cedrus deodara</i> & 'Aurea', <i>Chamaecyparis nootkatensis</i> , <i>Thuja Occidentalis</i> , <i>Abies</i> <i>Lasiocarpa "compacta"</i> , <i>Tsuga mertensiana</i>	Evergreen Type: Hinoki Cypress, Deodar Cedar & Golden Deodara, Weeping Alaska Cedar 'Green Arrow', Emerald Green Arborvitae, Dwarf Alpine Fir and Dwarf Mountain Hemlock
T2 	<i>Cornus "Eddie's White Wonder"</i> , "Satomi", "Pagoda", <i>Pyrus</i> <i>calleryana</i> , <i>Prunus cerisifera</i> , <i>Prunus serrulata</i> , <i>Acer</i> <i>Palmatum 'Sango Kaku'</i> , Laceleaf Japanese Maple, <i>Acer</i> <i>Circinatum</i>	Ornamental Type: Eddie's White Wonder, Satomi, Pagoda, Chanticleer Pear, Thundercloud Plum, Kwanzan Cherry, Coral Bark Maple, Laceleaf Maple, Japanese & Vine Maple
Shrubs		
S1 	<i>Prunus Laurocerasus</i> , <i>Camellia</i> , <i>Ceanothus</i> , <i>Calmea Latifolia</i> , <i>Rhododendren</i> , <i>Viburnum</i> , <i>Hydrangea</i> , <i>Sarcococca</i> , <i>Buxus</i> (Dwarf Variety), <i>Calluna Vulgaris</i> , <i>Hebe</i> , <i>Daphne</i> , <i>Arbutus</i> <i>Urnedo</i> , <i>Pieris Japonica</i> , <i>Pinus Mugo</i>	English and Portugal Laurel, Camelia, California Lilac, Mountain Laurel, <i>Rhododendren</i> and Azalea, <i>Viburnum</i> , <i>Hydrangea</i> , Sweetbox, Dwarf Boxwood, Heather, <i>Hebe</i> , <i>Daphne</i> , Strawberry Bush, Japanese Andromeda, Mugo pine
S2 	<i>Cistus 'Sunset'</i> , <i>Lavandula</i> , <i>Rosmarinus</i> varieties, <i>Lonicera</i> <i>Nitida</i> , <i>Cotoneaster</i> , <i>Euonymus</i> , <i>Euphorbia</i>	Sunset Rockrose, Lavender, Rosemary Types: Blue Spires & Huntington Carpet, Honeysuckle Boxleaf, <i>Cotoneaster</i> , Wintercreeper, Mediterranean spurge,
S3 	<i>Cornus Sericea 'Baileyi'</i> , <i>Euonymus Alatus</i> , <i>Philadelphus</i> , <i>Cotinus coggygia</i> , <i>Nandina domestica 'Harbor Dwarf'</i> , <i>Berberis</i> , <i>Dasiphora</i> , <i>Rosa rugosa</i>	Red & Green Twig Dogwood, Burning Bush, Mock Orange, Smoke Tree/Bush, Harbor Dwarf Heavenly Bamboo, Barberry, Shrubby cinquefoil, Shrub rose
Perennials		
P1 	<i>Phormium tenax 'Atropurpureum'</i> , <i>Perovskia</i> & <i>Salvia</i> , <i>Sedum</i> varieties, <i>Heuchera</i> , <i>Hemerocallis</i> , <i>Helleborus</i> & <i>Hosta</i>	New Zealand Flax, Russian & other sages, Stonecrops, Coral Bells, Daylily varieties, Hellebore & <i>Hosta</i>
Grasses		
G1 	<i>Festuca 'Siskyou Blue'</i> , <i>Nassella tenuissima</i> , <i>Miscanthus</i> <i>sinensis</i> , <i>Carex</i> , <i>Helictotrichon sempervirens</i>	Siskyou Blue Fescue, Mexican Feather Grass, Maidengrass, Golden & Japanese Sedge, Blue Oat Grass

Lawn Grass in all areas not marked as house, driveway,
gardens, sidewalks or roads.

CALL TWO
BUSINESS DAYS
BEFORE YOU DIG
"811"

SCALE: 1" = 20'
0 10 20 40

A PORTION OF THE SW 1/4 OF THE SE 1/4 OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M.



HADDON ROAD

REQUIRED LANDSCAPE AREA:
= 20% OF GROSS SITE AREA
= 20% x 229,953 SQ.FT. = 45,991 SQ.FT.

PROVIDED LANDSCAPE AREA:
= 1-12 OPEN SPACE + NO CLEAR ZONE + LOT 13 LANDSCAPE AREA
= 35,755 + 119,955 + 2,264 = 157,974 SQ.FT.
= 68.7% OF GROSS SITE AREA

REV. NO.	REVISION	DATE	BY	APPROVED

Ravnik & Associates, Inc.
CIVIL ENGINEERING & LAND-USE PLANNING
1633 LINDAMOOD LANE/P.O. BOX 361
BURLINGTON, WA 98233
PH: (360) 707-2048 FAX: (360) 707-2216

SHEET DESCRIPTION:

LANDSCAPE EXHIBIT

PLAN STATUS: PUD-2016-0001 FOR PLANNING COMMISSION & CITY COUNCIL

SCALE: 1" = 20'

DRAWN BY: D. REMSEN

CHECKED BY: J. RAVNIK

DATE: 05.10.16

SHEET TITLE:

HADDON ROAD
PLANNED UNIT DEVELOPMENT
FOR
ALLEN FAMILY INVESTMENTS, LLC
SECTION 30, T. 35 N., R. 2 E., W.M.

DRAWING NO.
16009.SITE.dwg

JOB NO.
16009

SHEET NO.
1 OF 1

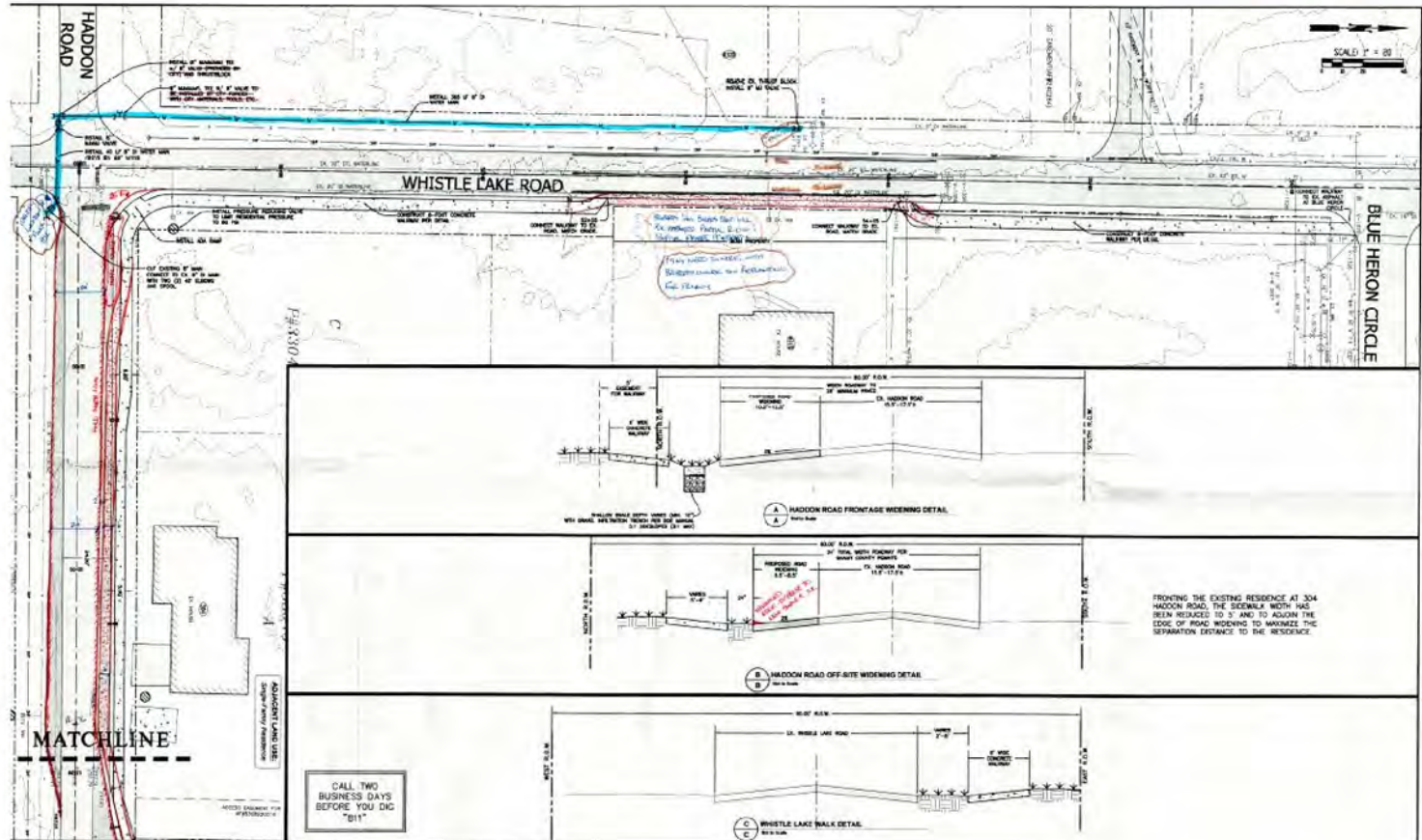
Water:

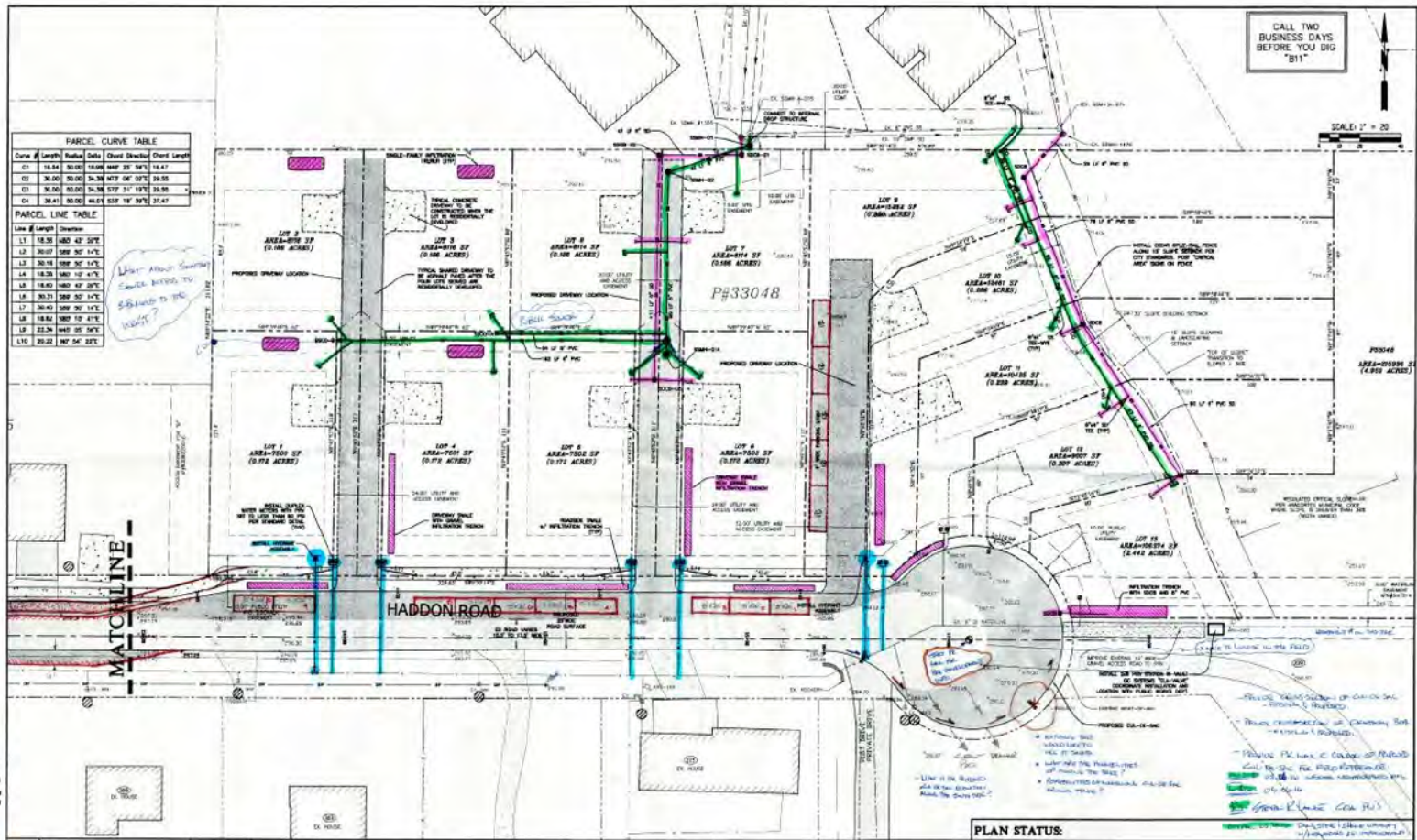


- Currently a low pressure system along this part of Haddon Road.
- This development is required to make modifications to the water system at Haddon Road and Whistle Lake Road to increase the pressure for this area. Per F&F#23M, if the water pressure increases to or above 80 PSI, the developer shall be responsible to install all private Pressure Reducing Valves on each existing residential service.
- Fire hydrant will be provided for fire protection, which does not exist currently along this portion of Haddon Road.
- Pressure Reducing Valve will be placed at a location identified by the Water Department down the hill from the subdivision.



Whistle Lake and Haddon Road

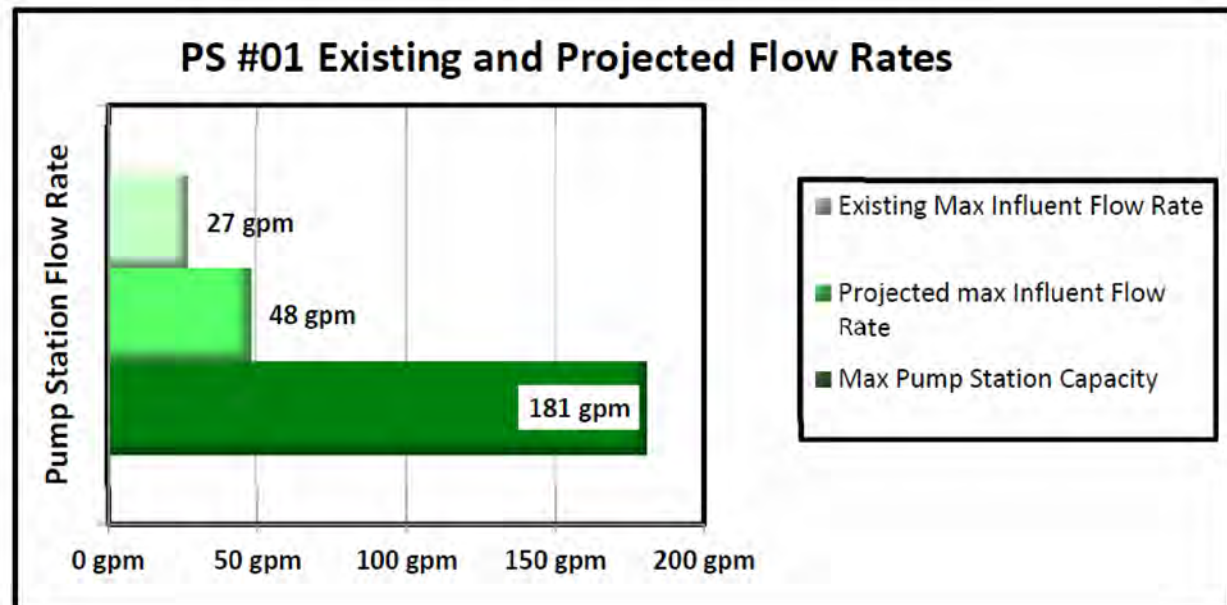




Sanitary Sewer:



- 8-inch PVC Sewer system extended from the north via the Stittwood Subdivision;
- Sewer will be within the proposed Public Right-of-Way or within a Public 20-foot easement (AMC 16.20.090) and;
- Maintenance Access roads will be constructed to allow maintenance vehicle access to each structure.



Storm Drainage: Grading and Drainage (AMC 16.20.070)



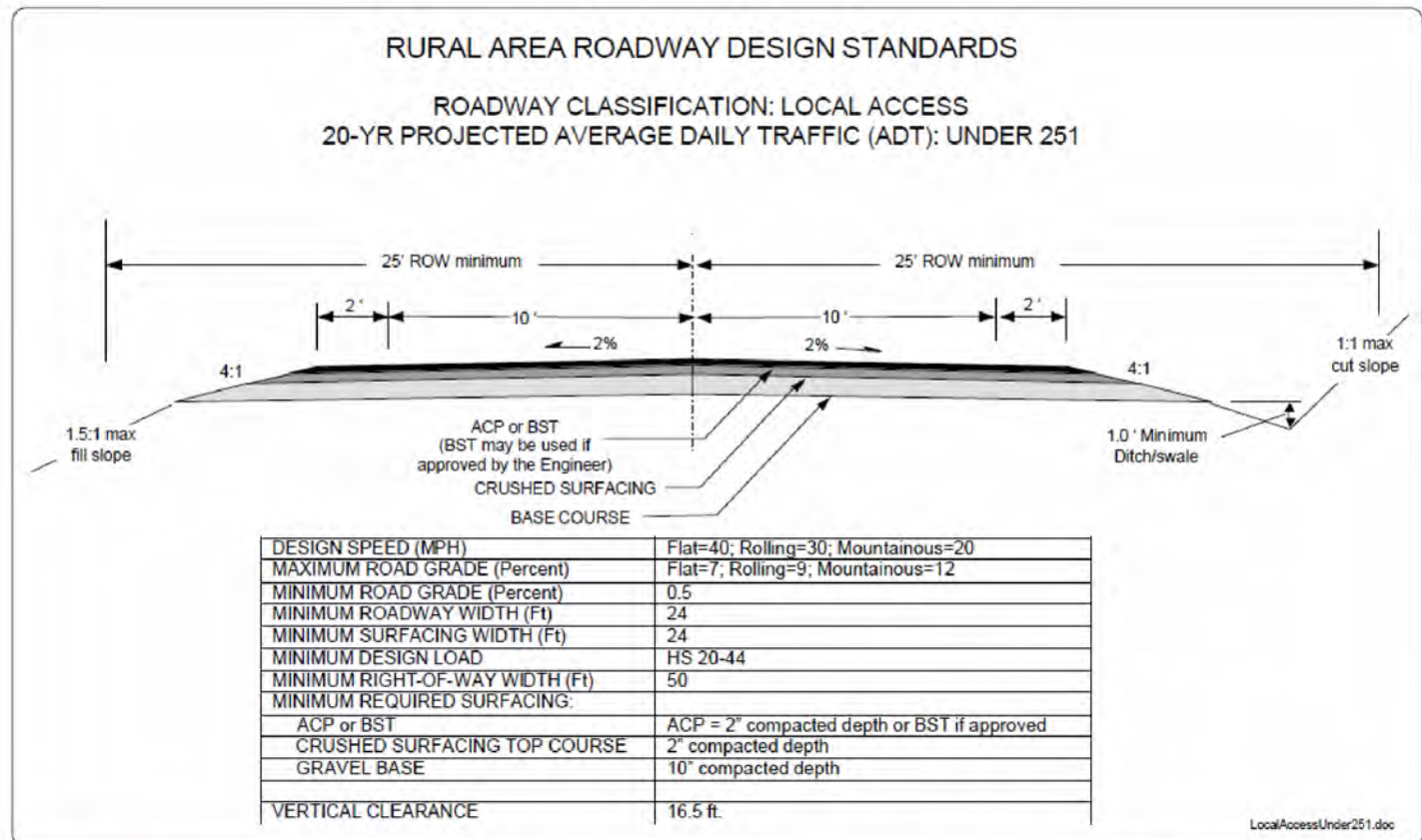
- Public Works will be reviewing the Storm Water Drainage Plan for Pre-Development to Post-Development runoff rates to determine Storm Water Detention requirements.
- Public Works will be reviewing the projects requirements for Water Quality, per the 2005 Department of Ecology Manual and AMC 13.36 or Ordinance #2441.
- Public Works Staff from both Engineering and Street Department are reviewing the downstream system. There is an issue with a manhole overflowing. At this point in time, it has not been determined if it is a capacity issue or a system issue. Public Works will work closely with the Developer on the findings and make the necessary corrections to provide a downstream system that will convey the storm water without issue.
- Water Quality will utilize Low Impact Development Techniques for runoff and infiltration.



Storm Drainage Continued:



Haddon Road (Skagit County):



SKAGIT COUNTY
DEPARTMENT OF
PUBLIC WORKS

REVISIONS	DATE

ROADWAY
STANDARDS

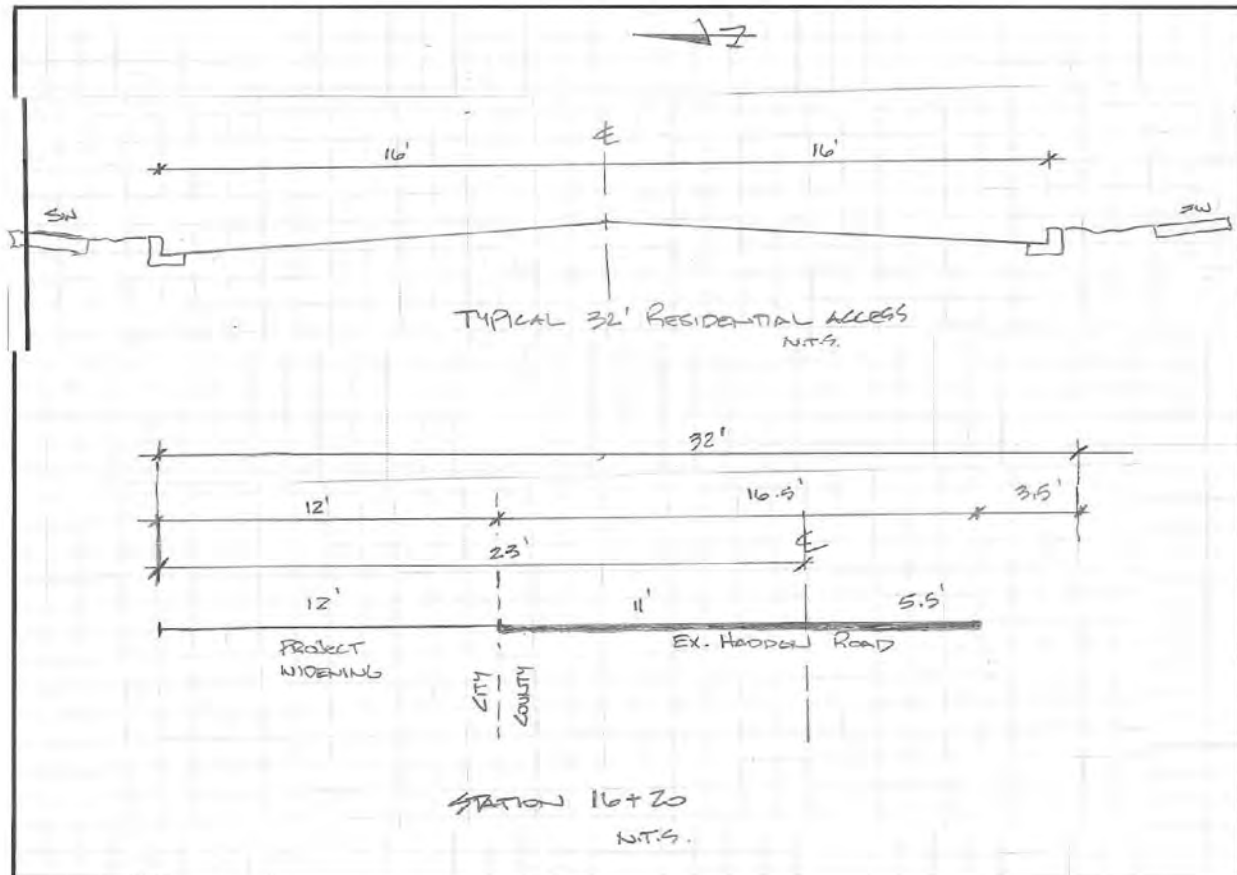
RURAL LOCAL ACCESS
ROADWAY SECTION
ADT UNDER 251
FIGURE B - 2

6/26/200

Streets and Roads (AMC 16.32)



- The project as proposed meets the code requirements under this section.





Streets and Roads (AMC 16.20.060)

- **Item C2: Curbs and gutters shall be required as determined by the governing body according to the character of the area, density of the development, and nature of adjoining properties.** Curbs and gutters shall be designed as part of the overall subdivision grading and drainage plan and shall contain concrete barrier curbs. (See grading and drainage.) **In the R1 Zone curbs and gutters may be installed with catch basins such that they drain to open ditches, provide that the roads shall be no less than twenty-eight feet wide.**
- **Item C3: Depending on density, topography and location, sidewalks or walkways shall be provided on one or both sides, except in the R1 zone where sidewalks are not required. Exception to sidewalk requirements shall require application to City Council.**
- **Item C4: Dead-end streets without a turn-around are prohibited. Where future street is proposed, a temporary cul-de-sac shall be provided.**
- **Item C9: Street lights shall be installed as required by the City Engineer.**
- **Item C13: Roads and pedestrian pathways (Sidewalks, trails, etc.) shall, where it is reasonably practicable, be constructed to connect adjacent properties, roads, and pedestrian pathways, where adjacent properties are undeveloped, provide for future connections of roads and pedestrian pathways.**



Received 8/15/16 at
meeting -

Anacortes City Council
6th and Q
Anacortes, WA 98221

Dear Mayor Gere and City Council Members,

Comments re: density issues with the proposed Haddon Rd. PUD

In December 2008 the code section pertaining to R-1 PUD density was changed. Since then, there have been no R1 PUD's approved. The proponent and city staff have chosen to interpret the density requirements of **AMC 17.38.070** as allowing up to 4 houses per gross acre across the entire subdivision. There is no precedent or basis for that interpretation. Since this is the first application of 17.38.070 it is helpful and in the interest of clarity to look at the legislative history and development of this section.

While the wording of **17.38.070** is perhaps not the most artful, it is helpful to look at the legislative intent to determine the proper interpretation of the code. This portion of the code was modified in December 2008 and was the result of many meetings of the Planning Commission and the Anacortes City Council between 2006 and 2008. The changes to Title 17 Zoning were tracked in documents that were collectively known as Exhibit 43. Exhibit 43 was the holding file for changes in Chapter 17 and presents a history of the changes in zoning code over the several years leading up to passage in final form in December 2008.

In the version titled Richardson Zoning Code suggested changes for 2007 the language for 17.38.070 Maximum Density was suggested as follows *"If a Planned Unit Development is applied for which requests a higher density in the R1 zone, the density shall not exceed 4 units per gross acre, and all development standards*

of the R2 zone shall apply, including street and utility improvements.” Subsequent to that, in a version titled Zone Comparison Doc this language is altered to read “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 4 units per gross acre, and all development standards of the R2 zone shall apply, including street and utility improvements. In a version titled Zone Comparison Doc PC Recommendation 20080423.doc the language as recommended by the Planning Commission as a proposed change read “ *17.38.080 Maximum Density. Density of the project applied for shall not exceed two dwelling units per gross acre* *If a Planned Unit Development is applied for which requests a higher density in ~~the~~ a portion of the R1 zone, the density **of that portion** shall not exceed 4 units per gross acre and all development standards of the R2 zone shall apply, including street and utility improvements.”* This is the language that was passed and is the current code as of 2016.

Clearly, the Richardson draft, which is what the developer and the planning department chose as their interpretation, was not acceptable to a majority of either the Planning Commission or the City Council. The modification language was added to the Richardson draft and passed into law with the modification. Were it the intent of the City Council to allow 4 units per gross acre with no overriding R1 restriction, simply passing the Richardson draft would have accomplished that and no further clarification would have been necessary. By adding and passing more restrictive language which restricts the 4 house per gross acre to the **portion of the zone** for which the higher density is requested, City Council clearly did not intend for a wholesale conversion of R1 into R2. Additionally, in the 2008 Summary Chapter 17 Proposed Regulation Amendments in the 12/01/2008 City Council Packet and discussed in the minutes as

Ryan Larsen's explanation of changes, "Chapter 17.38 Residential District (R1) Clarified density requirement for PUD's under 070." **It does not say changed density requirements** for PUD's which would have been the effect of the Richardson draft, **it says "clarified" density requirements.** The language as passed should be read to preserve the overall density of 2 units per gross acre and allow no more than 4 units per acre in the denser portions of the R1 PUD.

It would be a good thing if City Council was to pass the Planning Commission changes on this project. I agree with those changes but in my opinion they didn't go far enough.

Gene Derig



1302 K. Avenue
Anacortes, WA 98221
360-293-3928
gderig@me.com

304 Haddon Road

Anacortes, Wa. 98221

August 14, 2016

Anacortes Mayor and City Council Members,

I am Jeaneen Brogan and I live at 304 Haddon Road. I have owned my house for the past 33 years. In that time many homes have been added in my neighborhood both in the city and the county. My house was built in the 1920's before Haddon road was ever built with just a drive way off of Whistle Lake Road.

I would like to thank Mr. Lang, from the city Public Works department for the time he has spent working with myself and the neighbors. We have agreed on a road plan that works with my property as of the August 5 communication from Mr. Ravnik, I will still have a front yard and a place for cars to park when visiting my home. Thank You Mr. Lang.

I continue to have other concerns about this project, the main one being the density of 12-13 houses. The loss of all of the trees that have lived there for many years, the loss of the protection and home of many animals, the increased traffic on Haddon Road and Whistle Lake Road, the increased noise in the area, groundwater management, downslope and wetlands, etc.

In the 80's we learned about the apartment complex that was set to be built on the property to the north. That is now a condominium complex. By the time we learned about it, it was a done deal. There was no opportunity to make any kind of comment. In 1991, we were notified of the Whistle Creek proposal, 15 duplexes on 3.6 acres, and that was on property which is situated directly across Whistle Lake Road from the City Reservoir adjacent to the cemetery. Well, the neighborhood saw this as an outrageous proposal and worked really hard to get that plan modified so that the homes there would better fit the area. And now there are 4 homes on the 3.6 acre piece of property. Also in 1991 the city received two annexation requests for properties along Haddon Road. And, again, the neighborhood was right there urging the City Council to deny the request, which they did. It is clear that the residents in this area want to preserve the low density, semi-rural nature that is found here. The city council agreed with how we felt about it and shortly thereafter changed the zoning in our area to its current zoning which is R1.

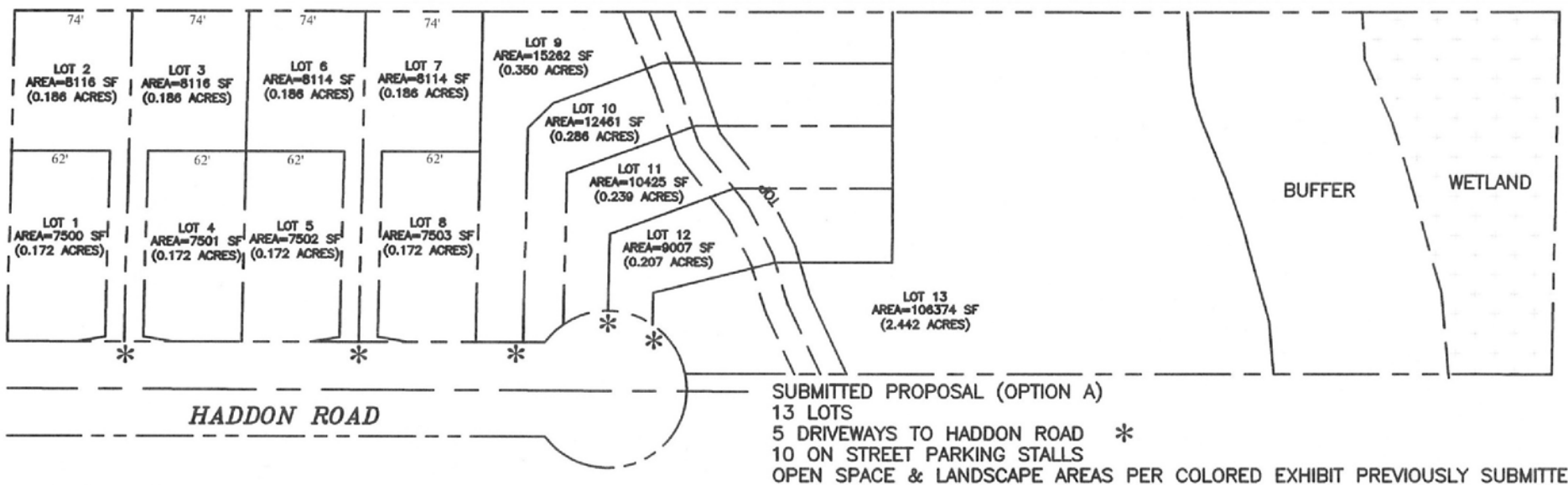
Over the last months, many of my neighbors have put up yard signs in opposition to the PUD. Mr. Allen would have you believe that the yard signs represent an attempt to stop all development in the area and that they ignore his property rights. I would say nothing could be further from the truth. At the neighborhood meeting, we made it clear to Mr. Allen that a subdivision with a density consistent with

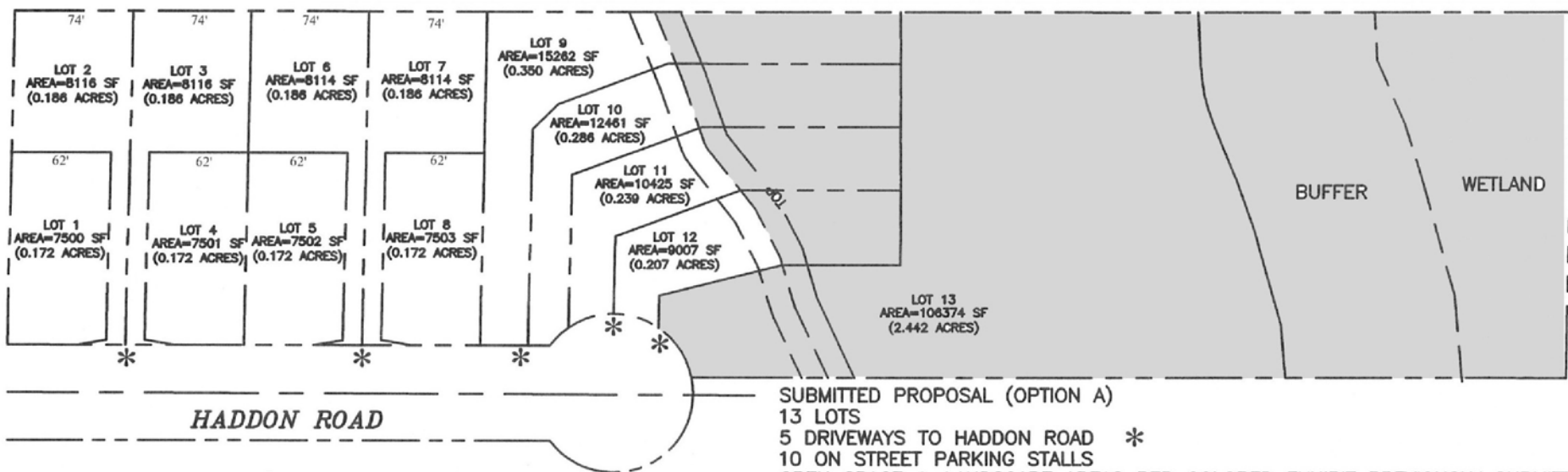
the R1 zoning would be acceptable to us. The NO HADDON ROAD PUD signs communicate people's opposition to what they believe is a bad plan, and I think they symbolize a willingness to take a stand and speak out against something that is wrong. I'm proud of the signs. I think it's a perfect example of exercising our right as American citizens to have a voice, and I think it's to be admired. I'm also proud of the unity that's developed in our neighborhood. They are supporting one another, they're taking the time to attend these meetings, finding the courage to get up and speak. It's absolutely clear to me and I hope it's becoming clear to you as well, that no one who lives in this area or uses this area to recreate wants to see this PUD allowed and feel like it's just plain wrong.

A few years ago the city of Anacortes spent mine and others tax dollars on studying the area and rezoning it to an R1 zoning. Then the council approved it as an R1 again spending more tax dollars. So I find it hard to understand why there is even a question about the zoning now. It has taken a lot of my times and the neighborhood time, Mr. Allen's time, the planning commission, the Mayor's time, and the City Council's. Some of these costing more of our tax money and a lot of time. It seems to me that when an area is zoned that's is what the builder should be allowed to build. There should be no question among the building department because it is already zoned. Our area is zoned R1 not R2, each lot should have 15,000 sq. feet and that is what the neighborhood is asking you to uphold.

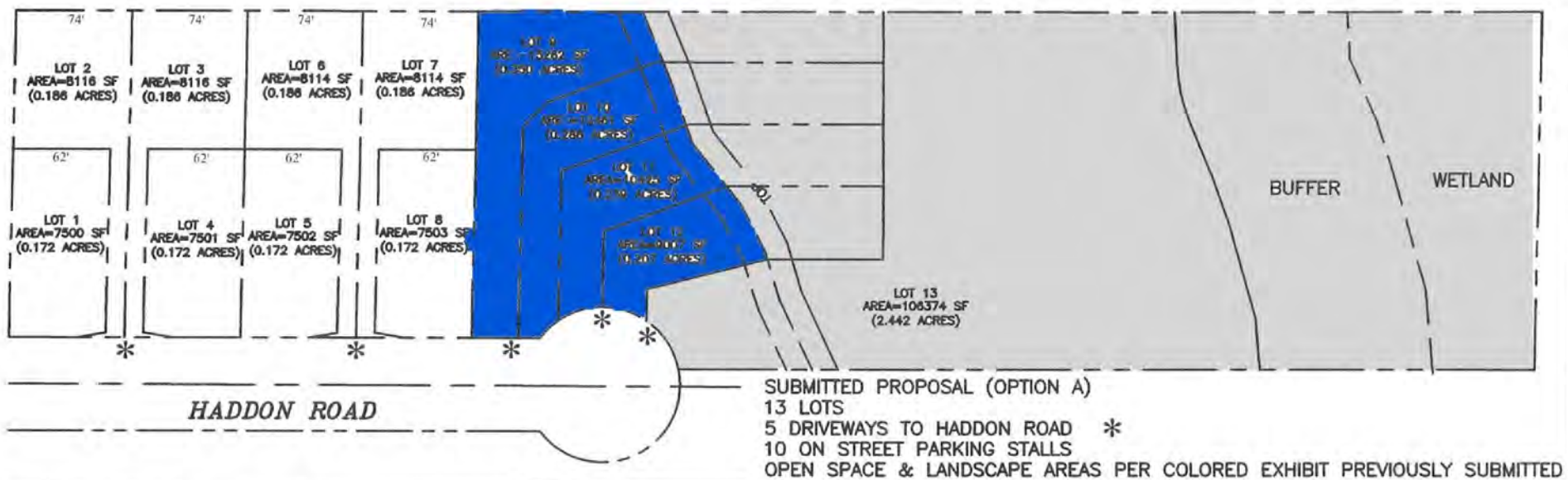
Jeaneen Brogan

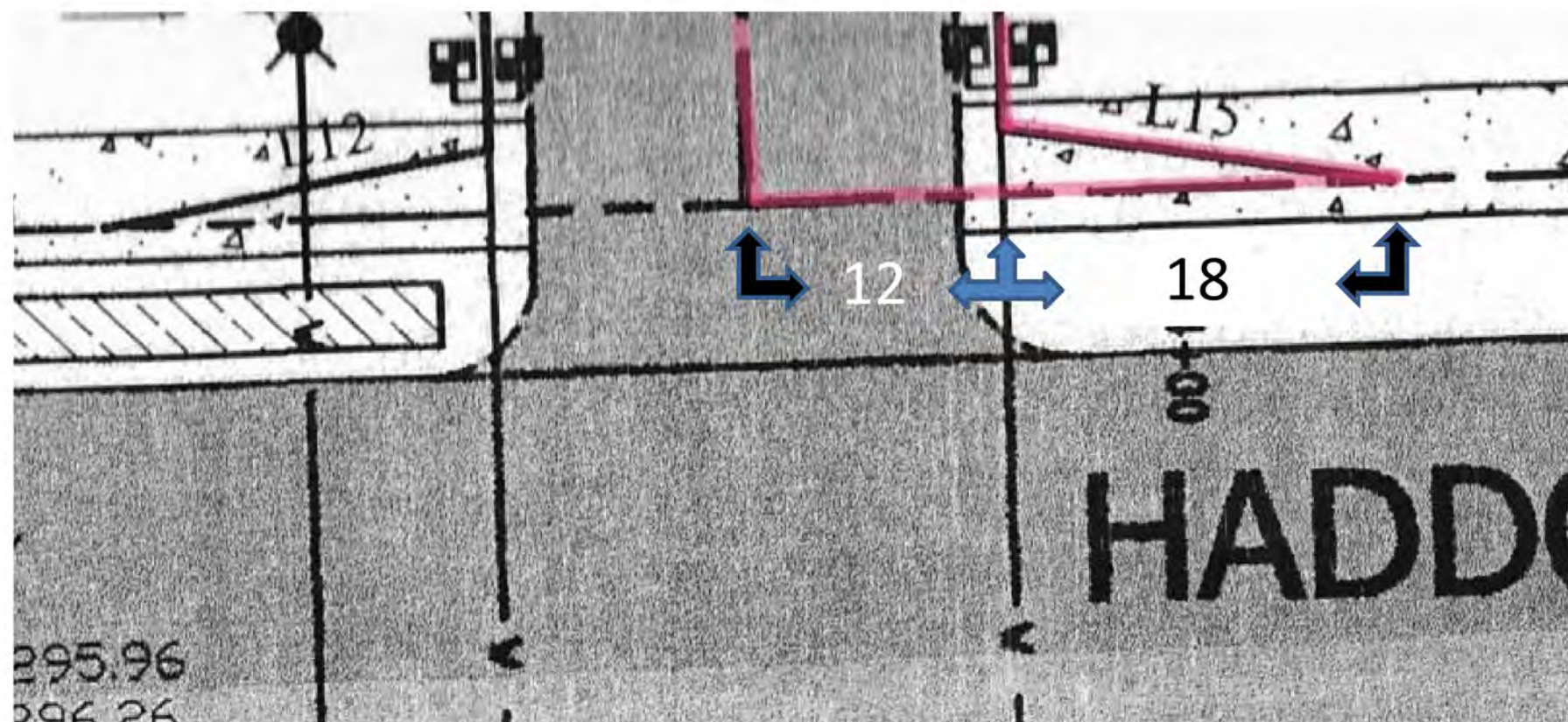
A handwritten signature in blue ink that reads "Jeaneen Brogan". The signature is written in a cursive, flowing style.



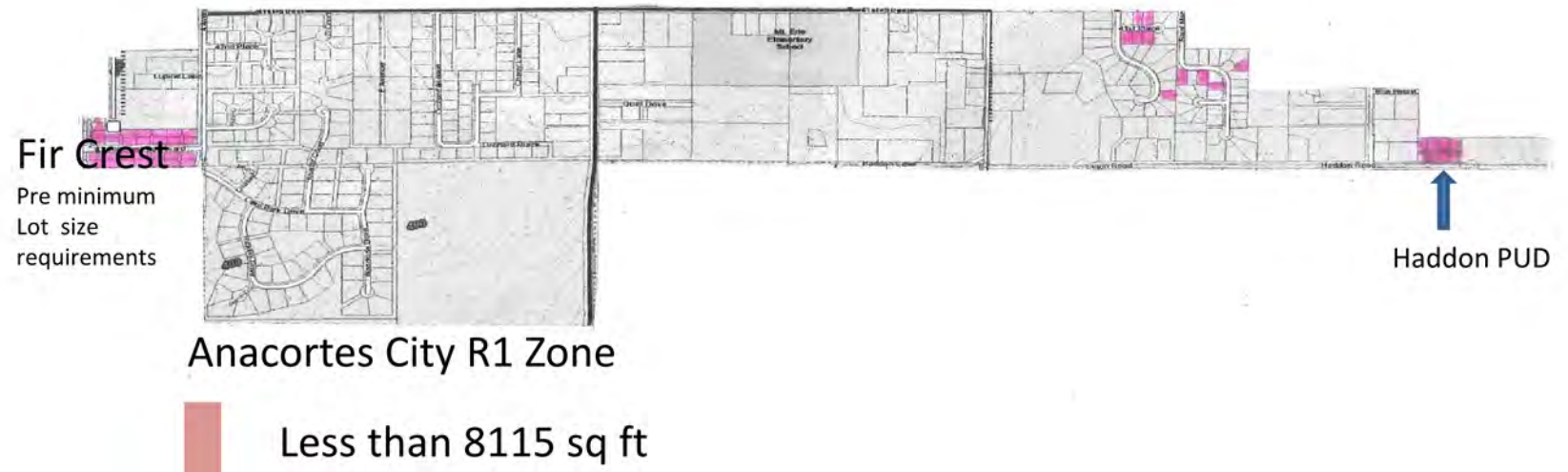


SUBMITTED PROPOSAL (OPTION A)
 13 LOTS
 5 DRIVEWAYS TO HADDON ROAD *
 10 ON STREET PARKING STALLS
 OPEN SPACE & LANDSCAPE AREAS PER COLORED EXHIBIT PREVIOUSLY SUBMITTED





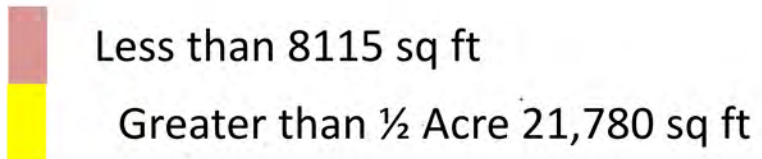
Anacortes City Density Comparison



Anacortes City Density Comparison



Anacortes City R1 Zone



Fir Crest

Haddon PUD

Between 9600 sq ft and ½ Acre

PUD Process-

There are four steps for the approval of a PUD . The first is presentation of a plan to the Design Review Group. That is followed by an approval process for the Preliminary PUD Development Plan.

"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. AMC 16.40.040.B" This clearly envisions a process whereby the public can weigh in on the merits and defects of the PUD through both open and closed hearings at the Planning Commission and City Council level. What is essential to note is that this is step 2 in the four step PUD process **not** step three, the Preliminary Plat process.

Step three of a PUD approval is the *"Preliminary plat review and approval process with a detailed plan incorporating the approved preliminary PUP development plan concepts and conditions."*AMC 16.40.040.C This phase also specifically requires a public hearing process *"Following approval of the preliminary PUD development plan, the applicant shall submit a fully detailed preliminary plat for review and approval as set forth in Chapter 16.12, and shall follow the standard preliminary plat approval process for subdivisions. "* AMC 16.40.070. This also requires allowing public input through a series of open and closed hearings before the Planning Commission and the City Council.

In the effort to produce an end result, the code gives the Planning Director the ability to hold both hearing simultaneously. What it does not do is give anyone the ability to review and approve an incomplete Preliminary Plat. There are specific requirements of a preliminary plat listed in AMC 16.12.010. These include the number of houses, lot lines, details of covenants, and proposed easements. If the Planning Commission's recommendations are adopted, the area encompassing old lots 9-12 do not meet requirements of a preliminary plat.

The Planning Director made the decision to combine the Preliminary PUD development plan with the Preliminary plat review and approval process. The hearing before the Planning Commission was on not just the concept, but focused on the more detailed preliminary plat. By choosing to combine the two parts of the process, the Developer is required to produce all information required in a preliminary plat.

The developer's attorney Mr. Nicol stated that "The law for a PUD is an exception to the general subdivision law" . That is not correct. The PUD process is no more than one method by which a subdivision may be created. It does not stand apart from the subdivision process and, in fact is only one chapter in Title 16-Subdivisions. A PUD is clearly under the jurisdiction of the Subdivision code; *"These regulations apply to all subdivision of land located within the corporate limits of the city, except as set out in [Section 16.04.060.](#)"* There is no exemption in 16.04.060 for a PUD.

*"Because a PUD generally involves **modifications** to zoning and subdivision standards, and may propose complex and innovative planning concepts, additional review and approval steps at the conceptual state are appropriate. This added up-front review and approval allows an applicant to put forth ideas for approval or **modification** prior to investing time and money in detailed design and possible redesign if it is not approved as presented."* AMC 16.40.040. Note that this only addresses modification to **standards** and does not address modification to **codes**. While standards may be modified through the PUD process, the

Patrick M O'Hearn Additional information submitted for the August 15, 2016 City Council Hearing

code modifications as to lot access, and the code requirement that all standards of the R2 be used 17.38.070 and 17.38.110 would be the stricter construction and would seem to require that 16.24 apply.

Title 16 specifically addresses a vehicle for both Variances, and Code Modifications and holds both to higher standards. This makes sense, both involve creating an exception to the code and neither should be easy to obtain. Mere waiving of the PUD wand does not make the need for these higher standards go away.

City Attorney Swetnam places great emphasis on RCW 36.70B.060 which requires a consolidated permitting process with only one open and one closed appeal hearing. She states that the City's adoption of the process prohibits a separate Code Modification Hearing as required by city code. AMC 16.04.106.E establishes an integrated and consolidated review process for issuing various permits for a single project. A code modification is not a permit, one does not get a "code modification permit". It is entirely appropriate to have a code modification hearing prior to a hearing on a project that depends on a code modification for its existence. Absent the code modification, the project cannot proceed to the permit stage. By determining the code modification at the start, much time, money, and effort can be saved.

Additionally, the consolidated process does allow a mechanism to reopen a public hearing when there are unresolved issues with a project. *"There shall be no more than one open record and one closed record appeal hearing. If not otherwise provided by code, hearings may be combined to meet this requirement. All open record hearings shall be combined before a single hearing body; as shall all closed record appeal hearings. The designated hearing body shall be the entity with the greatest level of discretionary authority. For purposes of this provision, the city council has greater discretionary authority than the planning commission, which has greater discretionary authority than the board of adjustment."* AMC 17.04.070.H and "I. In the event that the city council finds that the information provided during the one open record hearing before the planning commission is insufficient to enable them to make a determination, **the council may remand the matter back to the planning commission to re-open the open record hearing for the limited purpose of addressing specific questions as set forth by the council. This remand shall not be construed as creating a second open public hearing, nor used for the purpose of introducing new information except in direct response to the council's questions.**"

The City Council should deny the code modification requests because staff did not follow the proper procedures for reviewing code modifications. Additionally, the requested code modifications do not meet the specific requirements for granting them. Additionally, with the adoption of the Planning Commission recommendations, a preliminary plat does not exist. It is improper to approve a PUD without a preliminary plat. If the Council desires to go forward with the PUD, it should remand the project back to the Planning Commission with instructions that the hearing should be reopened at such time as the applicant produces a preliminary plat containing all the required elements of same and conforming to the requirements as set forth by the Planning Commission and adopted by the City Council. That hearing would allow consideration of an actual preliminary plat rather than the current plat that does not even define how many lots there are.

Patrick M O'Hearn Additional information submitted for the August 15, 2016 City Council Hearing

If the Planning Commission's recommendation to place all of the area below the cedar fence into the open space, this portion of my objections would not apply. However, should the City Council not adopt the proposed changes then Lots 9-12 violate the restriction limiting lot depth to no greater than five times the width. The Developer wants to apply setbacks where they fit without regard to geometry, the Anacortes Municipal Code, or the English language. In their presentation they used the following graphic to try to justify setbacks and why the irregular lots to the east meet AMC code.

No lot shall have an average depth greater than five times its average width AMC16.20.040.E

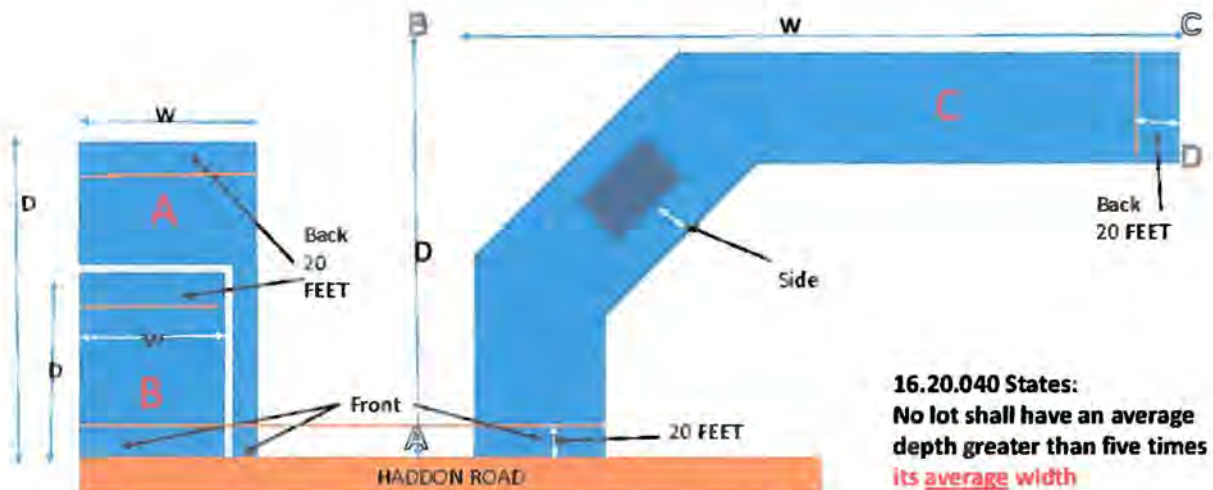
"Required front yard means an open space extending across the full width of the lot...AMC17.06.915

Required rear yard means an open space extending across the full width of the lot...AMC17.06.920

Width of a lot shall be considered the distance between straight lines connecting front and rear lot lines at **each side of the lot**. On irregularly shaped lots, the zoning administrator shall determine how to measure the width. AMC17.06.480

Attached is the graphic presented by Brian Allen showing how he and zoning administrator Measamer interpret the dimensions of one of the eastern lots. I have added letters A, B, C, and D for clarity.

Anacortes Setbacks Met



Per Mr. Allen, the depth of the lot is the distance between A and B. and the width of the lot the distance between B and C. Note that this definition does not account for the jog in the actual lot but claims that the width is the distance between the parallel lines A-B and C-D. If that is how the Administrator chooses to determine depth and width then line C-D can only be the east SIDE line of the lot. That then makes B-C the rear lot line, not C-D. Per AMC 17.06.920 "Required rear yard" means an open space extending across the **full width** of the lot, the required depth of which shall be measured horizontally

Patrick M O'Hearn Additional information submitted for the August 15, 2016 City Council Hearing

and at right angles from the rear property line to a line parallel thereto on the lot. The required rear lot setback in the R2 zone is 20 feet. Lot 9 does conform to the requirement but, it is impossible for lots 10, 11, and 12 to have the required setback therefore, under the interpretation by the planning director, these lots violate the setback rules.

While the zoning administrator is given discretion to determine the lot width on irregularly shaped lots, that discretion is not carte blanche to place setbacks wherever they fit regardless of the code requirements. Lot #9 has the same general shape as lots 10, 11, and 12. The rear 20 foot setback on lot 9 is correctly to the north of the building site. To then claim that the easternmost lot lines of 10, 11, and 12 are really the rear lot line is inconsistent and shows a willingness to ignore the codes to shoehorn in additional lots for the developers behalf.

Conversely, if line C-D is the rear lot line as affirmed by the zoning administrator in the Planning Commission open hearing, line B-C cannot be the lot width. AMC 17.06.480 "Width of a lot shall be considered the distance between straight lines **connecting** the front and rear lot lines **at each side of the lot.**" If C-D is the rear lot line, then the depth of the lot is the distance between the rear of the lot (C-D) and the intersection with Haddon Road following the actual sides of the lot. Lots 9, 10, and 11 then violate the requirement that no lot shall have an average depth greater than five times it average width.

Either the lot is in violation of AMC16.20.040.E or it is in violation of AMC 17.06.920. It cannot conform to both at the same time.

Patrick O'Shea ORAL COMMENTS #1

The Planning Commission made and passed motions that will improve the PUD . These motions should be adopted by the City Council.

Homeowners Association- The Planning Commission recognized the need for a homeowners association to assume responsibility for common use elements. This is a necessary step to insure that common use areas such as drainage, landscaping, and common open space will be dealt with after the subdivision is completed and the developer moves on.

Common Open Space/Critical Slope- The Commission also placed all of Lot 13 and the areas of lots 9, 10, 11, and 12 within the critical slope in a common open space. This is a necessary step to insure that all of the critical area is in common ownership and the responsibility of all residents of the subdivision. The original plat's inclusion of portions of the critical slope into individual lots removed this responsibility and made all residents of the subdivision and surrounding neighbors dependent on the whims of an individual land owner. This also recognizes the requirement that a PUD have common open space.

Privacy Fence- The addition of a privacy fence on the west and north side will help to mitigate the impact of this densely developed PUD on neighboring properties and should be adopted by the Council.

Curb and gutter- The Commission took the necessary step to require curb and gutter adjacent to the PUD. While this is a step towards the required R2 standards, it does not fulfill the requirement that all lots be developed to R2 standards. The Commission motion should be considered by the Council as the first step, especially in light of the following motion

R2 Standards- all lots must comply with R2 standards, including that no lot may be under 7,500 square feet.

Flag Width- The developer asserts that the substandard flags proposed for the P.U.D. are both common and allowable. Nothing could be further from the truth. 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."* AMC 17.06.490.E. The required street frontage is 30 feet. The developer has attached a small pennant to the street frontage of the flag to meet the 30 foot requirement. This small triangle, less than three feet deep and 18 feet wide is intended to provide the 30 feet of frontage. Almost all of the flag is 12 feet in width and does not meet the requirement of a flag width of not less than the required street frontage. Additionally, the developer asserts that the use of a shared, common driveway to create a shared 20 foot access to the body of the lot is not unusual. In the entire R1 zone there are 21 flag

lots. None of the flag lots use the small "shared" pennant arrangement to create the required street frontage and all of the flags in the R1 zone are essentially the same width along their **entire** length. Furthermore 18 of the 21 flags are 30 feet or more in width. There is one flag that is 15 feet in width however, it was created prior to the mid 1990s and was thus grandfathered in. The other two flags are undeveloped adjacent lots and each has a flag of 21 feet in width. The proposed Haddon PUD flag arrangement flies in the face of historical practice, is not "common", and does not meet either the letter or the spirit of the code. The developer has cited Fir Crest PUD as an example of four lot blocks being served by common driveways. It is important to remember that the 24 foot wide common drives in Fir Crest are owned and maintained by the homeowners association and there are NO flag lots in Fir Crest. The Developer proposes to group two 12 foot wide flags into a common driveway serving four lots. He proposes to do this by requesting Code modifications. There has been no code modification hearing as required by Chapter 24. This modification would definitely be a grant of special privilege. As shown above, there are zero flags in the R1 zone that achieve their required width through shared access. Additionally, there is no question that if this is allowed, it will be cited as precedent and used to weaken the subdivision code. This modification is not necessary for any special reason or restriction and is asked for solely to cram more lots into the buildable area. Finally, the modification is the only thing that would allow a density that is inconsistent with the surrounding area.

Consistency with the R1 zone- *"The purpose of the planning unit development (PUD) regulations is to maintain consistent standards for the health, safety, and welfare of all citizens throughout the city, while allowing flexibility in how those standards are met.* There has continually been an attempt to portray objections to this PUD as a group of county residents who are opposed because of differences between county and city density requirements. Statements have been made that "it is in the city and the city is denser than the county" and "R1 is just R2 with horses". This implies that the proposed PUD is only out of step with the adjoining county. Nothing is further from the truth. The City of Anacortes established the R1 zone as *"The R1 residential district designation is for those undeveloped or partially developed areas of the city which are somewhat removed from higher intensity uses."* AMC 17.38.010. Many of the opponents of this PUD are City of Anacortes residents who consciously moved to the R1 zone for its large lots, forested areas, and low density. They oppose this PUD application because it does not fit with surrounding **city** density and does not provide any equivalency or consistency. **SLIDE 4** When the entire R1 zone is examined for lot sizes and density, it becomes clear that this PUD does not resemble the surrounding area in any way. In the entire R1 zone, with the exception of the Fir Crest PUD which was created before minimum lot sizes were required, there are only 10 lots that are 8116 square feet or smaller. This includes all the other PUD's in the R1 zone as well as the Highlands First Addition, and the Mountainview Park addition. All the other lots, as well

PATRICK O'NEAL ORAC COMMENTS
Pg 3

as all lots in the adjoining R2 Stittwood Addition are larger than a majority of this proposed PUD. As can be seen in the attached map, almost all of the R1 zone lots are over 10,000 sq. ft. in size and a large number are over ½ acre (21,780) square feet in size. Over 60 percent of the proposed PUD is not equivalent or comparable in any way to its **city** neighbors. This is clearly not just a mismatch between city and county zoning requirements. It is an inappropriate density for the entire southern portion of Anacortes and should be rejected because it is not in any way comparable, or equivalent to the City R1 zone.

11 Lot AFI PUD Proposal Overview

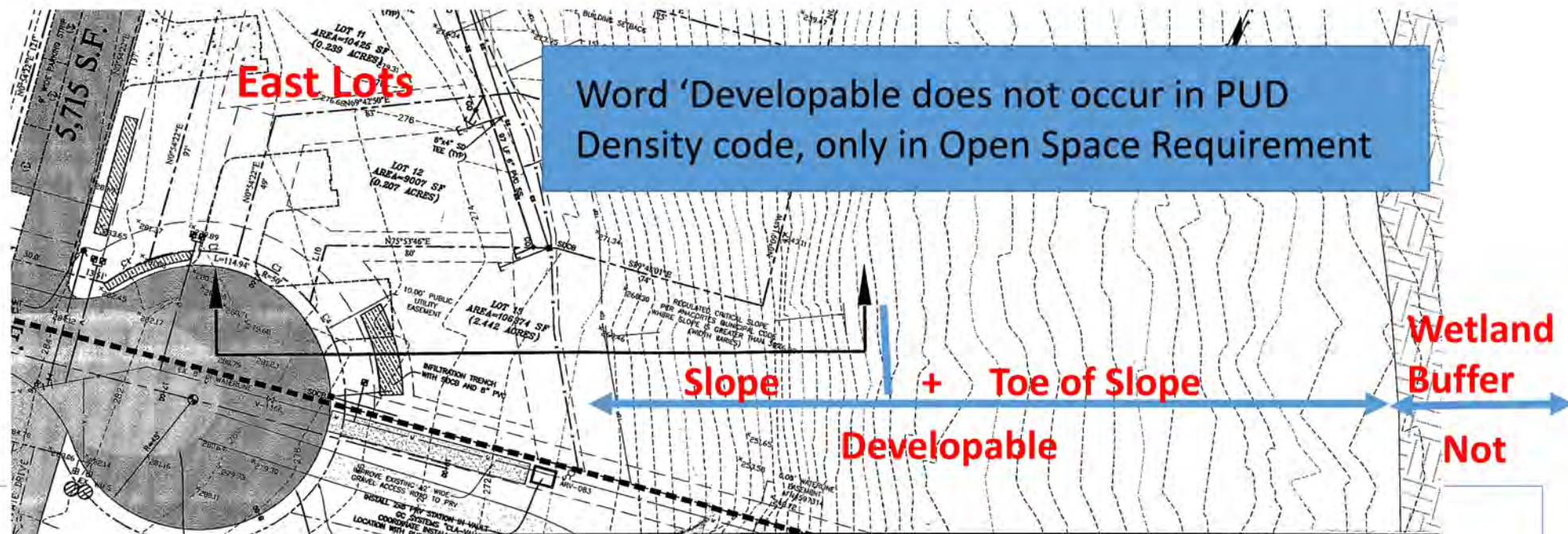
- Previous 9 Lot Short Plat, 13 Lot PUD proposal, and current 11 Lot **conditioned** PUD are in good faith and meet all known City requirements
- Fall 2015 City Council, Appellants and Community preference for PUD
- AFI is committed to individual lots, not a maximum density MF building
- AFI is committed to high quality cost effective housing
- Change from AFI 2015 proposal to current PUD is at a significant cost

17.38.070 - Maximum Density

...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.

(5+) gross acres X (4) Units/gross acres = 20+ units (R2)

Conditioned PUD at 11 lots Density: $11 / 5.29 = \underline{\underline{2.08}}$
Very close To R1 allowed Density



Vernon Lauridsen 7/29/16 Appeal E1-2, mis-quotes 16.20.020 under what is **developable**, actually supports our position:

Regulated Slopes are not suitable for subdivision -

"...unless the hazards are **eliminated** or will be overcome by approved construction plans."

1. We are not proposing subdividing or developing the slope
2. With proper engineering we could **eliminate** the hazard

Continuous Downslope
Development North,
apparently 'Developable'

Slope Clearcut and
road constructed

Versus our proposal – no
slope development and
approx. 60% in Common
Open space



Haddon Road - Anacortes August 15th, 2016

Adjacent Condo's, View South

High Density
On North
Property Line

42 Living Units



Haddon Road - Anacortes August 15th, 2016

City



Subject Property – ~~13~~ 11

Potential Density

City – ~~15~~ Units



County – 13 Units

County

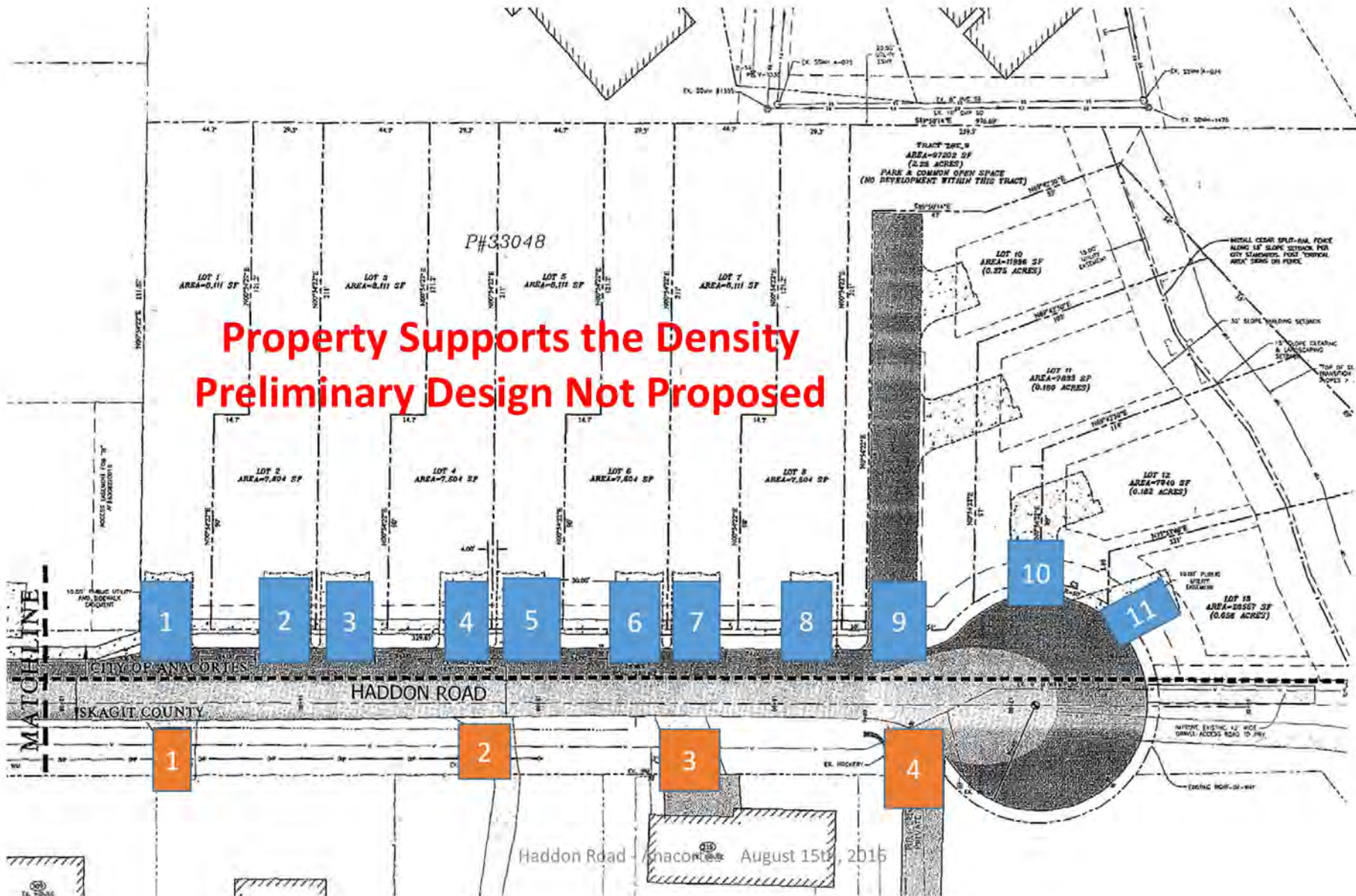
Haddon Road

V4 Future

KEY

 H = House
 D = Duplex
 V = Vacant

**Property Supports the Density
Preliminary Design Not Proposed**



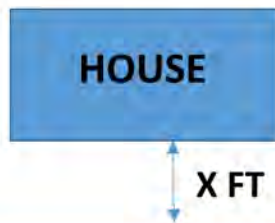
Proposed Plat 13 Lot PUD

Planning commission effectively reduced to 11?



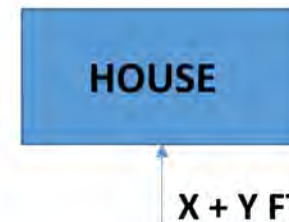
Road & Brogan House

A: As Originally Required



HADDON ROAD

B: Revised



X + Y FT

4

HADDON ROAD

RESULT: BEND ROAD AWAY FROM EXISTING HOUSE

AFI will build to any reasonable road standard

Haddon Road - Anacortes August 15th, 2016

APPEAL LETTERS FOCUSED ON SPECIFIC TOPICS

1. DENSITY
2. LOT SHAPE & CODE DEFINITION
3. ROAD
4. ENGINEERING AND GEO-TECH ISSUES
5. SANITARY SEWER & STORM WATER SYSTEMS

All Issues Have Been Addressed By Professionals



Summary

1. An island location challenges development – Anacortes needs housing
2. AFI has a history of responsible development
3. Transition from lower density County to higher density City, as per growth management practices
4. AFI is in full compliance with Anacortes codes, zoning, and precedent
5. We are proposing high quality housing
6. AFI listened – managed two non-mandatory meetings to solicit input, agreed to all City proposed PUD modifications

Questions?

Prior to last Planning Commission meeting on Haddon Road

Proposal for the 'Storm Water Municipal code Update' Presented By Kulshan Services

19.50 Stormwater Management

19.50.010 B.2. – “Encourage creative and coordinated site planning, the conservation of natural conditions and features, the use of appropriate technologies, and the efficient layout of streets....”

19.50.010 B.3. “Reduce hard surfaces and impervious surfaces:”

This is exactly what we have agreed to do – but again, AFI will build to any reasonable road standard required

AFI Proposes High Quality Homes

Exterior Features	Interior Features	Misc Features
Pitched Roof 6/12	Granite Counters	Highly Energy Efficient Design
Covered Porches	Fireplaces	HP Ductless Split Mechanical System with Air Conditioning
Hardy Plank and Shingle Siding	Stainless Appliances	
Extensive Landscaping	Laminate Hardwood Floors	Some Views

HADDON ROAD PUD

Allen family Investments **(AFI)**

FLEXIBILITY VERSUS AMBIGUITY

Why a Planned Unit Development

- 16.40.010 - Introduction.
- **The purpose of the planning unit development (PUD) regulations is to maintain consistent standards for the health, safety, and welfare of all citizens throughout the city, while allowing flexibility in how those standards are met.** While all citizens deserve equal access to services and public amenities, there are a variety of ways to provide that equivalency.
- Where a PUD proponent requests exceptions to zoning and subdivision standards, the plan submittal shall show clearly what standards are proposed to be changed, and what alternate means are proposed to achieve equivalency. For example, a submittal might propose to eliminate the sidewalk on one side of the street, while providing a trail through nearby public open space as an alternative for pedestrian circulation. The proposed alternatives would be considered when evaluating the proposal as a whole.

16.40.010 - Introduction.

(Continued)

- **A PUD also permits approval of the general concept for a phased development, while allowing approvals of detailed preliminary plats for each phase, consistent with the approved concept, as a later date.**
- **A PUD shall be particularly encouraged where steep terrain, natural features, or patterns of existing development make a standard subdivision difficult, and where creative planning could result in a better development.**

AMC PROCESS AND PROCEDURE

- 16.40.040 - Procedure for approval of PUD.
- Because a PUD generally involves modifications to zoning and subdivision standards, and may propose complex and innovative planning concepts, additional review and approval steps at the conceptual state are appropriate. This added up-front review and approval allows an applicant to put forth ideas for approval or modification prior to investing time and money in detailed design and possible redesign if it is not approved as presented.

- **AMC 16.40.040 (Continued)**

- There are four steps for approval of a PUD:
- A. Preapplication 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 PUP development plan concepts and conditions.
- D. Final plat meeting the submittal requirements of and following the approval process for a standard subdivision.

- **AMC 16.40.040 (Continued)**

- When recommended by the director of planning and community development, the preliminary PUD development plan may be reviewed concurrently with the preliminary plat within the same procedural process. This combined review process is appropriate where the PUD is not complicated and does not differ substantially from required standards. (Amended during 6-07 supplement)

AMC 16.04.106 - Complete application.

- A. 1. Within twenty-eight days after receiving a project permit application, a local government shall mail or provide in person a written determination to the applicant, stating either:
 - a. That the application is complete; or
 - b. That the application is incomplete and what is necessary to make the application complete.
- To the extent known by the local government, the local government shall identify other agencies of local, state, or federal governments that may have jurisdiction over some aspect of the application.
- 2. **A project permit application is complete for purposes of this section when it meets the procedural submission requirements of the local government and is sufficient for continued processing *even though additional information may be required or project modifications may be undertaken subsequently.* The determination of completeness shall not preclude the local government from requesting additional information or studies either at the time of the notice of completeness or subsequently if new information is required or substantial changes in the proposed action occur.**

AMC 16.04.106(E)

- E. 1. The city hereby establishes a permit review process that provides for the integrated and consolidated review and decision on two or more project permits relating to a proposed project action, including a single application review and approval process covering all project permits requested by an applicant for all or part of a project action and a designated permit coordinator. If an applicant elects the consolidated permit review process, the determination of completeness, notice of application, and notice of final decision must include all project permits being reviewed through the consolidated permit review process.
- 2. Consolidated permit review may provide different procedures for different categories of project permits, but if a project action requires project permits from more than one category, the city shall provide for consolidated permit review with a single open record hearing and no more than one closed record appeal.

Maranatha Mining v. Pierce County, 59 Wn. App. 795, 801 P.2d 985 (WA Div. 2 – 1990)

- It is apparent that the Council gave little consideration to the merits of **Maranatha's** application, and that it disregarded the facts set forth in the examiner's findings. The Council seems to have heard clearly the citizen complaints and the comments of one of its own members while disregarding the record. We cannot escape the conclusion, in view of the evidence in support of **Maranatha's** application, that the Council based its decision on community displeasure and not on reasons backed by policies and standards as the law requires. **Further, if the Council is concerned with Maranatha's ability to comply with the 31 conditions that the examiner placed on the permit, the proper remedy is to monitor the operation (for which the conditions provide) and to withdraw the permit in the event of noncompliance.** It is improper to deny the permit to an applicant who, throughout the application process, has demonstrated a willingness to mitigate any and every legitimate problem.

- Given the posture of this case, it would be pointless to remand for further Council proceedings, for the examiner's findings and the controlling law will support nothing other than issuance of the permit. Accordingly, we reverse and remand with instructions to grant the permit in accordance with the examiner's decision, including the conditions specified by the examiner. *Cf. Nagatani Bros., Inc. v. Skagit Cy. Bd. of Comm'rs*, 108 Wn.2d 477, 483, 739 P.2d 696 (1987) (modifying Court of Appeals mandate by requiring plat approval and deleting alternative of additional findings).

Citations to Maranatha Mining v. Pierce County

- **City's decision to deny petitioner corporations' application for a conditional use permit to build a rooftop helistop for purposes related to its business** [Dev. Servs. v. City of Seattle, 138 Wn.2d 107, 109, 979 P.2d 387, 388, 1999 Wash. LEXIS 358, *1 \(Wash. 1999\);](#)
- **An ordinance appellant had passed was not a valid exercise of police power** [Weden v. San Juan County, 135 Wn.2d 678, 684, 958 P.2d 273, 276, 1998 Wash. LEXIS 475, *1 \(Wash. 1998\);](#)
- **appellant's denial of respondent treatment facility's special use permit for a group home for troubled teen** [Sunderland Servs. v. Pasco, 127 Wn.2d 782, 785, 903 P.2d 986, 988, 1995 Wash. LEXIS 222, *2 \(Wash. 1995\);](#)
- **developers brought suit against defendant city for recovery of impact fees paid by developers** [Henderson Homes, Inc. v. City of Bothell, 124 Wn.2d 240, 241, 877 P.2d 176, 177, 1994 Wash. LEXIS 452, *1 \(Wash. 1994\);](#)
- **The tribe claimed the plan failed to comply with the State Environmental Policy Act** [Klickitat County Citizens Against Imported Waste v. Klickitat County, 122 Wn.2d 619, 622, 860 P.2d 390, 393, 1993 Wash. LEXIS 313, *1 \(Wash. 1993\);](#)
- **denying him an administrative variance to build a garage on his Mason Lake property** [Anthony v. Mason County, 2010 Wash. App. LEXIS 2713, *1 \(Wash. Ct. App. Dec. 7, 2010\);](#)

Citations to Maranatha Mining v. Pierce County

- Wal-Mart Stores, Inc. and CLC Associates (collectively, Wal-Mart) argue that the Clark County Board of Commissioners (Board) violated the land use petition act (LUPA) in reversing the hearings examiner's decision conditionally approving a preliminary site plan [Wal-Mart Stores, Inc. v. Clark County, 2010 Wash. App. LEXIS 129, *1 \(Wash. Ct. App. Jan. 26, 2010\)](#);
- a conditional use permit for a child care facility in Spanaway [Deutscher v. Pierce County, 2009 Wash. App. LEXIS 2884, *1 \(Wash. Ct. App. Nov. 23, 2009\)](#);
- hearing examiner's decision to grant appellant property owner's requested rezone, which would have allowed mining expansion at a site [J.L. Storedahl & Sons, Inc. v. Clark County, 143 Wn. App. 920, 923, 180 P.3d 848, 849, 2008 Wash. App. LEXIS 781, *1 \(Wash. Ct. App. 2008\)](#);
- The landowners argued that the city council twice accepted new evidence not previously presented to the planning commission, in violation of the Camas, Wash., Municipal Code (CMC). [Lawrence v. Private Capital, LLC, 2008 Wash. App. LEXIS 702, *1 \(Wash. Ct. App. Mar. 25, 2008\)](#);
- Respondent, the Washington Department of Labor and Industries cited appellant employer for violating two Washington Industrial Safety and Health Act regulations because an employee failed to use safety equipment while stacking shingles on a roof. [Wash. Cedar & Supply Co. v. Dep't of Labor & Indus., 2007 Wash. App. LEXIS 781, *1 \(Wash. Ct. App. Apr. 23, 2007\)](#);
- Appellee developer and city entered into a development agreement regarding a certain piece of property. [Neighbors for Responsible Dev. v. City of Yakima, 2006 Wash. App. LEXIS 2810, *1 \(Wash. Ct. App. Dec. 21, 2006\)](#);
- affirmed the hearing examiner's ruling denying the provider's application for a special use permit to erect a cell phone tower in a rural residential area. [Cingular Wireless v. Thurston County, 131 Wn. App. 756, 761, 129 P.3d 300, 302, 2006 Wash. App. LEXIS 256, *1 \(Wash. Ct. App. 2006\)](#);

Citations to Maranatha Mining v. Pierce County

- The Superior Court of Kitsap County, Washington, affirmed a hearing examiner's decision granting appellee landowners' petition for a reasonable use exception to appellant Kitsap County's Interim Critical Areas Ordinance and granting them a permit to build a home. [Mossano v. Kitsap County, 2002 Wash. App. LEXIS 1498, *1 \(Wash. Ct. App. June 28, 2002\);](#)
- Appellant county appealed from an order of the Superior Court of Pierce County (Washington), which affirmed a decision of a hearing examiner that appellee's completed "bare bones" short plat application vested under the water drainage ordinances in effect when the application was filed. [Westside Bus. Park v. Pierce County, 100 Wn. App. 599, 601, 5 P.3d 713, 714, 2000 Wash. App. LEXIS 357, *1 \(Wash. Ct. App. 2000\);](#)
- Appellant city sought review of the decision of the Superior Court of Clark County (Washington) which found that the secondary road requirement it imposed upon respondent developer violated due process and Wash. Rev. Code § 64.40, and that the open space set-aside ordinance provided for an unconstitutional taking. [Isla Verde Int'l v. City of Camas, 99 Wn. App. 127, 129, 990 P.2d 429, 431, 1999 Wash. App. LEXIS 2219, *1 \(Wash. Ct. App. 1999\)](#)
- Appellant's house-building plans were prohibited by regulations under the environmentally critical area ordinance, and the construction and land use department denied appellant's application for an exception. [Girton v. City of Seattle, 97 Wn. App. 360, 361, 983 P.2d 1135, 1137, 1999 Wash. App. LEXIS 1272, *1 \(Wash. Ct. App. 1999\);](#)
- The hearing examiner denied the subdivision application due to lack of water. On appeal, the developer submitted evidence water could be provided. [East Fork Hills Rural Ass'n v. Clark County, 92 Wn. App. 838, 840, 965 P.2d 650, 651, 1998 Wash. App. LEXIS 1629, *1 \(Wash. Ct. App. 1998\);](#)

AMC 16.40.010

- Where a PUD proponent requests exceptions to zoning and subdivision standards, the plan submittal shall show clearly what standards are proposed to be changed, and what alternate means are proposed to achieve equivalency. For example, a submittal might propose to eliminate the sidewalk on one side of the street, while providing a trail through nearby public open space as an alternative for pedestrian circulation. The proposed alternatives would be considered when evaluating the proposal as a whole

*Citizens for Mount Vernon v. City of Mount Vernon,
133 Wn.2d 861; 947 P.2d 1208 (Washington
Supreme Court 1997)*

- **The legal effect of approving a Planned Unit Development [PUD] is an act of rezoning.**
- **The legal nature and effect of the act of imposing a planned unit development upon a specific parcel of land is an act of rezoning which must be done by a municipal legislative body . . .**

Lutz v. Longview, 83 Wn.2d 566; 520 P.2d 1374 (WA Sup. Court 1974)

*Morin v. Johnson, 49 Wn.2d 275, P. 2d 569
(Wa. Supreme Court 1956)*

- **Zoning:**

Zoning ordinances are in derogation of the common-law right of an owner to use private property so as to realize its highest utility. Such ordinances must be **strictly construed in favor of property owners** and should not be extended by implication to cases not clearly within their scope and purpose.

Estate of Friedman v. Pierce County, 112 Wn.2d 68; 768 P.2d 462 (WA Supreme Court 1989)

The PUD under Washington Law:

- Moreover, it may be that the parties have placed too little emphasis on the location of the land as being within *a* PUD. PUD's in general have been approved by this court. **A PUD achieves flexibility by permitting specific modifications of the usual *zoning* standards as applied to *a* particular parcel. One benefit of the PUD is that "buildings may be clustered in the most advantageous locations while environmentally fragile areas and natural amenities are left undeveloped.**
- . . . Large open areas useful for natural amenity and active and passive recreation can **be retained without sacrificing developing intensity.**" The character of the *zoning* applicable to PUD's is significant: "[A PUD] permits the developer of *a* qualifying site to be dispensed from otherwise applicable *zoning* regulations in exchange for submitting to detailed, tailored regulation.

*Morin v. Johnson, 49 Wn.2d 275, P. 2d 569
(Wa. Supreme Court 1956)*

- In 1956 the Supreme Court of Washington issued a landmark case addressing Zoning and Zoning Ordinances. Of particular note:

Ordinance and Precedent:

- In any doubtful case, the court should give great weight to the contemporaneous construction of an ordinance by the officials charged with its enforcement. This is especially true where the administrative construction has been accompanied over a period of years by the silent acquiescence of the legislative body.

OBJECTIONS by OPPONENTS

1. Density in PUD (R1 vs R2)
2. Yard definitions with related Setback issues
3. Depth and Width of Lots
4. Open Space and Common Open space
5. Park Lands

HADDDON ROAD PUD DENSITY

- The total “**GROSS ACREAGE**” for the Haddon Road PUD is 5.279 acres.
 - So **5.279 acres x 2 houses per gross acre = 10.558 houses**
- If this project were designated **R-1**, Allen Family would be able to build **10.558 HOUSES**.
- The current proposal approved by the Planning Commission, when examined in light of the current possible lot structures at 7500 square feet per lot, allows for **11 HOUSES**.

AMC 17.38.070

- Density for the project applied for shall not exceed two dwelling units per gross acre. (Ord. 2592 Att. A [§ 3](#) (part), 2002: Ord. 2528 Att. A [§ 10](#), 2000: Ord. 2316 (part), 1994) 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.

NET vs GROSS DENSITY

- Density is defined as either “Net” or “gross” in various statutory schemes around the State of WA—but **not** Anacortes. The Anacortes Municipal Code only uses the term “Gross” density when defining the density of a Planned Unit Development (PUD).

AMC 17.06.045 - Acre, gross

- "Gross acre" means acreage plus one-half the width of abutting rights-of-way of streets and alleys. (Ord. 2316 (part), 1994).

The opposition would have the Commission adopt the concept of “Net Acre” or “Net Acreage” when defining density for this PUD, yet no where in the AMC is the term “Net Acreage” or “Net Acre” used.

NET DENSITY v. GROSS DENSITY Explained

See Kinney v. Spokane County, 1998 Wa. App Lexis 1807 (1998)

- Comparing “**NET ACRE**” density to “**GROSS ACRE**” density:

If you have a **58.8 acre parcel of land** but wish to place **179 lots** on **40 acres** as a PUD, (so the lots will be “clustered” in a specific area of the gross acreage such as is the case in Haddon Road), the formula for determining “NET” v. “GROSS” acreage is as follows:

- **Gross Acre Density:** Divide number of lots by total acreage of the parcel—179 lots/58.8 acres would equal 3.04 lots per “**gross**” acre.
- **Net Acre Density:** Divide number of lots by acreage being developed (net acreage)—179 lots/40 acres would equal 4.48 lots per “**net**” acre.
- **See Kinney v. Spokane County, 1998 Wa. App Lexis 1807 (1998)**

ANACORTES ONLY USES “GROSS ACRE” WHEN DETERMINING DENSITY!

- ***SEE 17.38.070* - Maximum density**
- In the Haddon Road PUD the formula would be 11 lots/5.29 gross acres = 2.079 lots per gross acre.
 -
- **This is VERY close to R-1 Zoning Density.**

YARDS

AMC 17.06.915 - Yard, front

- "Front yard" means the open space between the building(s) and the front property line. "Required front yard" means an open space extending across the full width of the lot, the required depth of which shall be measured horizontally and at right angles from the front lot line to a line parallel thereto on the lot.

2008 Changes

AMC 17.06.915 Yard, front

- "Front yard" means the open space between the building(s) and the front property line. "Required front yard" means an open space extending across the full width of the lot, the required depth of which shall be measured horizontally and at right angles from the front lot line to a line parallel thereto on the lot. (Ord. 2316 (part), 1994)

2008 Changes

AMC 17.06.920 Yard, rear

- "Rear yard" means the open space between the building(s) and the rear property line. "Required rear yard" means an open space extending across the full width of the lot, the required depth of which shall be measured horizontally and at right angles from the rear property line to a line parallel thereto on the lot. ~~"Rear yard" means an open space extending across the full width of the lot between the principal building and rear lot line. The depth of the rear yard shall be measured horizontally at right angles from the nearest part of the principal building.~~

2008 Changes

AMC 17.06.925 Yard, side

- "Side yard" means an open space between the principal building(s) and side property lines extending from the front yard to the rear yard. "Required side yard" means an open space extending along each side of the lot the required depth of which shall be measured horizontally and at right angles from the side property line to a line parallel thereto on the lot. ~~"side yard" means an open space between the principal building and side lot line extending from the front yard to the rear yard. The width of the side yard shall be measured horizontally and at right angles from the nearest point to a side lot line towards the nearest part of the principal building.~~

17.52.050 - Retaining walls

- D. Maximum Height in **Required Yard**—Cut Slopes. No retaining walls or rockeries, or any combination of retaining walls or rockeries, to the extent used to protect a cut or cuts into existing grade within any **required yard**, shall exceed a total of twelve feet in height. All retaining walls and/or rockeries within a **required yard** shall be included in calculating the maximum height of twelve feet. Such retaining walls or rockeries, or combination of retaining walls or rockeries within a **required side or rear yard**, may be topped by a fence up to six feet in height or, if within any **required front yard**, by a fence up to four feet six inches in height per [Section 17.52.010](#).
- E. Maximum Height in **Required Yard**—Fill Slopes. No retaining walls or rockeries, or any combination of retaining walls or rockeries, to the extent used to raise grade and protect a fill slope, shall exceed a total of seven feet in height within any **required side or rear yard**. All retaining walls and/or rockeries within any **required side or rear yard** shall be included in calculating the maximum height of seven feet. A fence or guardrail may be placed on top of such retaining wall or rockery, but in no event shall the height of the fence exceed four feet above the finished grade behind the retaining wall or rockery; provided, rockeries, retaining walls, fences, or any combination thereof in all residential zones, are limited to a maximum height of four feet six inches when within any **required front yard**.

17.40.060 - Signs permitted in all districts but not requiring a permit and not exceeding twelve feet in height

- A. Signs advertising the sale, lease, or rental of the premises upon which the sign is located. Such signs shall be limited to one sign per street frontage, and shall not exceed twelve square feet in area, except in all residential districts where the area of the sign shall not be more than six square feet. Such signs shall not be placed on the public right-of-way, may be placed within a **required yard setback**, and shall be promptly removed when the premises has been rented or sold, or the listing has expired. Off-site real estate signs are not permitted, except for open house signs as allowed by [section 17.40.130](#).

AMC 16.40.102

COMMON OPEN SPACE

A. Land area of the site not covered by buildings, parking structures, or accessory structures except recreational structures (decks may be counted as specified further in these standards).

B. Land which is accessible and available to all occupants of dwelling units for whose use the space is intended.

C. Open space does not include:

- 1. Proposed street rights-of-way;
- 2. Open parking areas and driveways for dwellings;
- 3. School sites;
- 4. Commercial areas and the buildings, accessory buildings, parking and loading facilities for these commercial areas;
- 5. Land totally unsuitable for building because of topographic features.

D. The open space requirement shall be equivalent to that set out in [Section 16.20.100\(B\)](#) of this code.

16.20.100(B) - PARK LAND REQUIREMENT

As referenced in the definition of Common Open Space

- A. One-tenth of the combined area of lots one acre or less in size, exclusive of all other dedications, shall be forever dedicated to the public for parks, open space, or playgrounds . . .
- B. **The area of land to be deeded . . . shall equal the amount that would otherwise have been dedicated to public use.**

AMC 16.20.100(B)

- B. The subdivider creates a property owners' association for the proposed subdivision and deeds to the association land to be held in perpetuity for use as parks, open space, or playgrounds. **The area of land to be deeded to the association shall equal the amount that would otherwise have been dedicated to public use.**

AMC 16.20.100

Park land requirement

The city council, at its sole discretion, shall select one of the following:

- A. One-tenth of the combined area of lots one acre or less in size, exclusive of all other dedications, shall be forever dedicated to the public for parks, open space, or playgrounds. No dedication shall be required for subdivisions of four lots or fewer or for the combined area of those lots in a subdivision which are larger than one acre exclusive of all easements and other dedications. The city council, in consultation with the park board, shall determine suitable locations for such parks and playgrounds.
- B. The subdivider creates a property owners' association for the proposed subdivision and deeds to the association land to be held in perpetuity for use as parks, open space, or playgrounds. The area of land to be deeded to the association shall equal the amount that would otherwise have been dedicated to public use.
- C. The city may make an order to be endorsed and certified on the plat accepting a cash contribution in lieu of dedication of land that would have been dedicated. The cash contribution shall be the value of the unsubdivided, unimproved land and shall be paid into the park fund or forest land endowment fund. If the value is not agreed upon between the subdivider and the administrator, the developer may, at his/her expense, have the value established by a qualified real estate appraiser acceptable to the administrator.

17.04.040 - Provisions of code declared to be minimum requirements and interpretation

- B. Wherever the requirements of this title are at variance with the requirements of any other lawfully adopted rules, regulations, ordinances, deed restriction or covenants, that imposing the higher standards, shall govern. **Regulations, conditions or procedural requirements that are specific to an individual land use shall supersede regulations, conditions or procedural requirements of general application.**

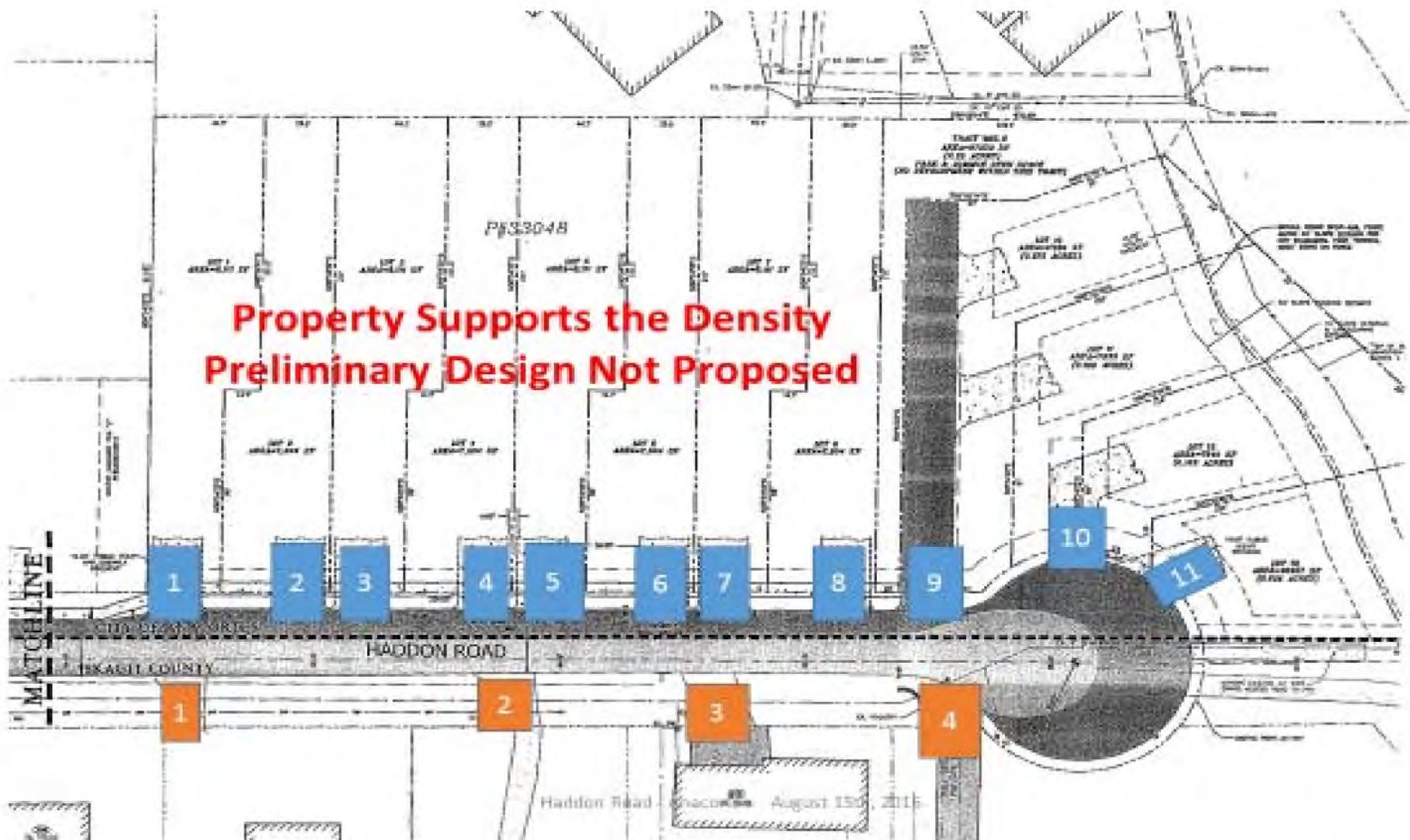
17.36.110 - Street improvements

- 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 feet minimum access to the street *frontage* is by means of an easement, a conditional use permit is required. Where the zoning administrator approves development fronting on a street which is not improved to current city standards, no building permit shall be issued without a deed restriction being recorded that stipulates that the property owner will not oppose an L.I.D. for street and utility improvements in the future.

AMC 16.20.040 - Lots.

- A. No single lot shall be divided by a city or county boundary line;
- B. No single lot shall be divided by a public or private road right-of-way;
- **C. Each lot shall abut a public or private road. Lot frontage on said roads shall not be less than thirty feet;**
- D. Corner lots shall be of sufficient area to provide acceptable visibility for traffic safety;
- E. No lot shall have an average depth greater than five times its average width;
- F. Through lots are prohibited, except where essential, to provide separation of residential development from traffic arteries or to overcome specific disadvantages of topography or orientation.

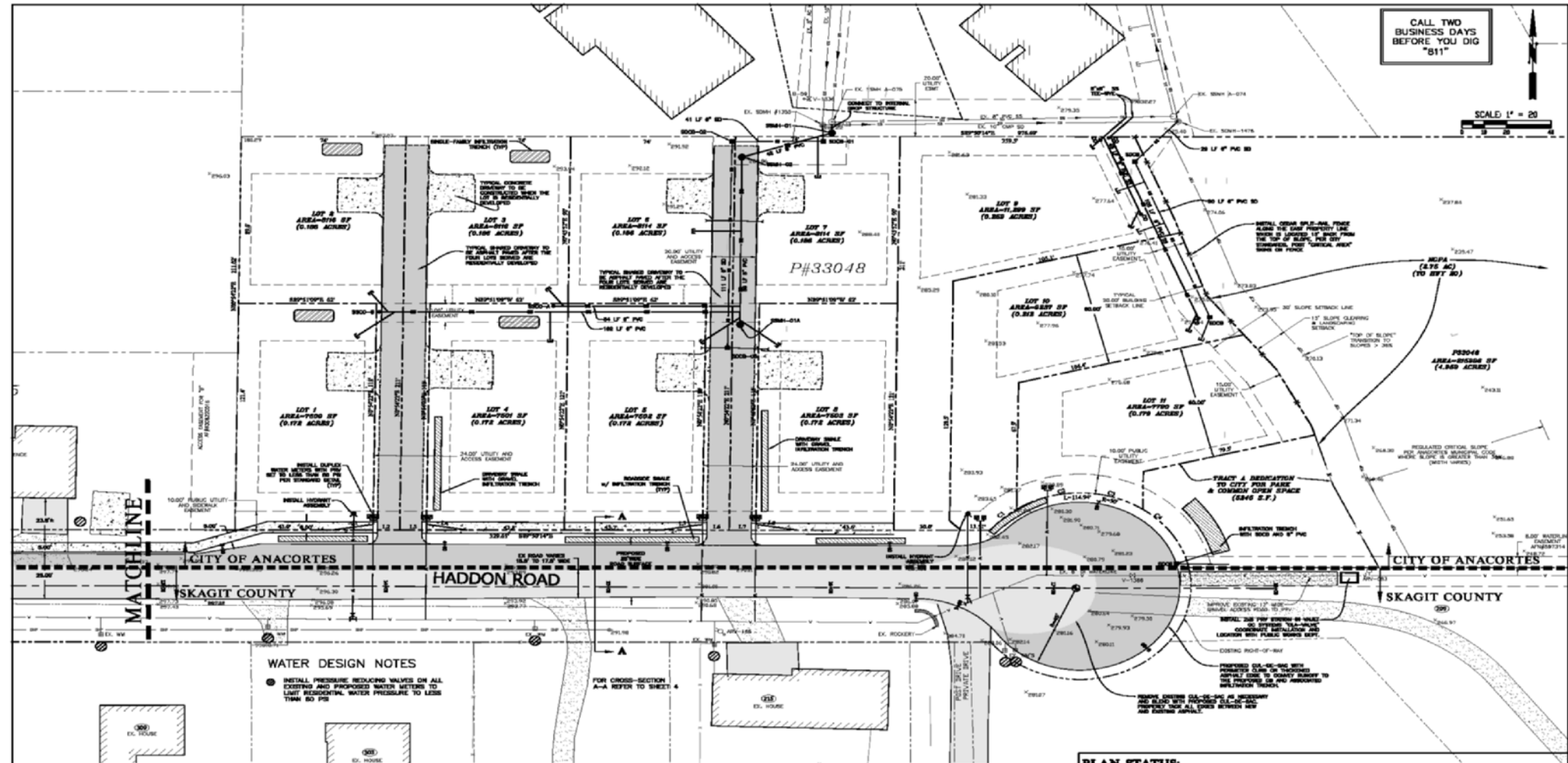
**Property Supports the Density
Preliminary Design Not Proposed**





CALL TWO BUSINESS DAYS BEFORE YOU DIG "811"

SCALE 1" = 20'



WATER DESIGN NOTES

- INSTALL PRESSURE REDUCING VALVES ON ALL EXISTING AND PROPOSED WATER METERS TO LIMIT RESIDENTIAL WATER PRESSURE TO LESS THAN 80 PSI

Ravnik & Associates, Inc.
 CIVIL ENGINEERING & LAND-USE PLANNING
 1833 LINDAMOOD LANE, BOX 361
 BURLINGTON, WA 98223
 P.O. BOX 707-3244 FAX: (509) 707-3236

TOP OF BANK EXHIBIT

PLAN STATUS:				
SCALE: 1" = 30'	SHEET TITLE:			
DRAWN BY: D. RENSEN	HADDON ROAD PLANNED UNIT DEVELOPMENT FOR ALLEN FAMILY INVESTMENTS, LLC SECTION 30, T. 35 N., R. 2 E., W.M.			
CHECKED BY: J. RAVNIK				
DATE: 06.15.16				
			DRAWING NO.	16009.SPE.dwg
			JOB NO.	16009
			SHEET NO.	1 OF 1



City Council Agenda Bill

Meeting Date: 8/15/2016 **Agenda Item:** 6A

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	
X	Public Hearing
X	Discussion
X	Possible Action

Summary & Background: At 6:00 PM on August 15, 2016, a closed-record public hearing will be conducted concerning a Preliminary Plat and Preliminary Planned Unit Development (PUD) to create thirteen (13) lots on the subject property which is Zoned R1. Additionally, several code modification(s) are also proposed as part of the Preliminary Plat & PUD. Please note, that a **site visit** will be conducted at **4:00 PM onsite** prior to the hearing. Please meet at the subject property on Haddon Road's cul-de-sac east of Whistle Lake Road.

Please note, after reviewing the July 13, 2016, transcript for the Planning Commission's open-record public hearing (See Exhibit #60 of Planning Commission Recommendation), an error was made in the drafting of condition of approval number twenty-six (26) following the hearing. Currently it reads as "All lots shall not be less than 7,500 square feet in area." According to the transcript, condition twenty-six (26) should read as "All lots must be to the R2 standard including and clarifying that no lot may be under 7,500 square feet."

Planning Commission Recommendation: On July 13, 2016, the Planning Commission recommended approval to City Council regarding the subject preliminary plat, PUD, and proposed code modifications subject to the suggested conditions of approval.

Attachments:

[Planning Commission's Recommendation](#)

[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 #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 6-7-16 & 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's 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 #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 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



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning August 22, 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.

August 22, 2016

- 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

September 6, 2016

- Public Hearing: Ordinance 2979/Resolution 1963: Stormwater Utility Monthly User Fee Rate and Code Update (Discussion/Possible Action)
- UW Health Impact Analysis (HIA) for South Commercial Ave. Complete Streets Project (Discussion)
- Ordinance 2983: Amending 2015-2016 CFP (Discussion/Possible Action)
- Ordinance 2984: Amending 2016 Budget (Discussion/Possible Action)
- Interlocal Agreement with Skagit County: Economic Development Public Facility Project Funding for City of Anacortes Fiber Optic Network (Discussion/Possible Action)

September 12, 2016

- Public Hearing: Moratorium on the Receipt and Processing of Planned Unit Development Applications Pursuant to Chapter 16.40 of the Anacortes Municipal Code
- Skagit Domestic Violence and Sexual Assault Services Presentation on the Lethality Assessment Program (Discussion)

September 19, 2016

September 26, 2016

October 3, 2016

- Public Hearing on 2017/2018 Budgeted Revenue Sources, including Proposed Property Tax Increase
- Council Review of 2017/2018 Budget

October 10, 2016

- Council Review of 2017/2018 Budget

October 17, 2016

- Council Review of 2017/2018 Budget

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Traffic Safety, Tuesday, Aug 16, 2016, 9:00 AM, City Council Chambers
- Parks and Recreation, Thursday, Aug 18, 2016, 6:00 PM, Main Floor Conference Room (Parks Office)
- Tourism Promotion & Strategic Planning, Thursday, Aug 18, 2016, 4:30 PM, Anacortes Public Library Meeting Room
- Public Works, Monday, Aug 22, 2016, 5:00 PM, Public Works Director's Office
- Planning, Monday, Aug 22, 2016, 5:00 PM, Planning Director's Office
- Finance, Wednesday, Aug 24, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
- Public Works, Tuesday, Sep 6, 2016, 5:00 PM, Public Works Director's Office