

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



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

January 22, 2024
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Housing Affordability and Community Services Committee (Report)
 - b. Planning Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of January 16, 2024 (Action)
 - b. Approval of claims in the amount of \$2,024,137.75 (Action)
 - c. Contract Award: 2024-2026 HVAC Control Systems Service #24-026-FAC-001 (Action)
 - d. Contract Award: Purchase of Electric Ford Lightning Truck for Parks Department #24-038-ERR-001 (Action)
 - e. Contract Award: WWTP Annual Incinerator Emissions Testing #24-049-SEW-001 (Action)
 - f. Contract Award: South March's Point Road Deep Well Replacement #24-048-WTR-001 (Action)
6. **Other Business**
 - a. * Ordinance 4070: Consideration of Planning Commission's Recommendation: LEG-2023-04 - Amend AMC 19.41.040 Principal uses permitted in residential zones and

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

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

The City of Anacortes is committed to making public meetings available and accessible to all members of the community. For assistance with special needs, please contact the City Clerk at 360-299-1960 in advance of the meeting.

AMC 19.43.010 *Household living* to change certain housing types from conditional uses to permitted outright uses in the R2 and R3 zones. (Discussion/Possible Action)

- b. * Ordinance 4071: Consideration of Planning Commission's Recommendation: LEG-2023-05 - Amend AMC 19.47.030 *Accessory dwelling units (ADU)* to remove owner occupancy requirements. (Discussion/Possible Action)
 - c. * Ordinance 4072: Consideration of Planning Commission's Recommendation: LEG-2023-02 - Amend AMC 19.49 *Nonconforming uses and structures* to provide for alterations and additions to nonconforming buildings. (Discussion/Possible Action)
 - d. Interlocal Agreement for Grant Funding for the 2025 Periodic Comprehensive Plan Update #24-036-PLN-002 (Discussion/Action)
 - e. Contract Award: 2025 Periodic Comprehensive Plan Update 24-036-PLN-001 (Action)
 - f. Contract Modification: Commercial Ave Corridor Plan Phase 1 - 11th St to 13th St Design #19-095-TRN-001 (Discussion/Action)
 - g. Contract Award: Replacement of Fire Truck #220 #24-037-ERR-001 (Discussion/Action)
 - h. Contract Award: General Sewer Plan #24-047-SEW-001 (Discussion/Action)
7. **Adjournment**

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

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

The City of Anacortes is committed to making public meetings available and accessible to all members of the community. For assistance with special needs, please contact the City Clerk at 360-299-1960 in advance of the meeting.

CC CM RW ^{CTOP} ^Y IF BM
 II I III I I I
 ADU - owner
 II II I
 NON CONFORMING USE



Anacortes City Council

Municipal Building Council Chambers
 904 Sixth Street

January 22, 2024
 6:00 p.m.

PUBLIC COMMENT SIGN IN SHEET

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

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

Name	Topic
Bill Turner	HB 1110, SUPPORT
Steve Anderson	
KATHLEEN FLANAGAN	4070 - POST PONE TO
TOM GLADE	VACATION RENTAL / ADU's
MARLOW FINLE	C-P / MORE TIME / LOSE TREES
ANDREW DOLL	SUPPORT PLANNING COMM REC
BRIAN WELCHER	ROLL INTO 2025 COMP PLAN UPDATE / MORE TIME
BRIAN WELCHER	ADU / SHORT TERM RENTAL
TOM GLADE	ADU /
KATHLEEN FORANCE FLANAGAN	ADU
BRIAN WELCHER	

Continue on back of sheet as needed

Anacortes City Council Minutes - January 16, 2024

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of January 16, 2024 at 6:00 p.m. Councilmembers TJ Fantini, Carolyn Moulton, and Bruce McDougall were present. Councilmembers Ryan Walters, Christine Cleland-McGrath and Amanda Hubik participated in the meeting remotely via Zoom. Councilmember Anthony Young was absent.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller shared an update on the Downtown Alliance annual celebration, an R Avenue Improvement Project update, a number of fire department responses to assist residents with frozen water pipes, cold weather shelter vouchers, and a winter weather advisory for the evening into the next morning.

Finance Committee

Ms. Moulton and Ms. Cleland-McGrath reported from the Finance Committee meeting held January 11th. The topics discussed included the fiber interfund loan, the 2023 state audit results, and a review of the Lodging Tax Advisory Committee capital and unrestricted funding.

Housing Affordability and Community Services Committee

Ms. Cleland-McGrath reported from the Housing Affordability and Community Services Committee meeting held January 10th. The topics discussed included preparation for a presentation that would be received from Volunteers of America and Skagit County regarding coordinated entry, cold weather warming center publicity and coordination, Salvation Army tenant-based intervention for cold weather support, an initiative to rebuild the Gentry house, and a Community Action supportive employment program.

Public Works Committee

Ms. Moulton reported from the Public Works Committee meeting held earlier in the evening. The topics discussed included a fire truck coming up for replacement in 2028, a parks truck replacement, a stormwater division update, the 2024 janitorial services contract, the general sewer plan, and the 12th Street and Commercial Avenue roundabout design contract.

Port/City Liaison Committee

Mr. Walters reported from the Port/City Liaison Committee meeting held January 9th. The topics discussed included stormwater and sewer issues with future capital port projects.

Personnel Committee

Mr. Fantini reported from the Personnel Committee meeting held on January 9th. The topics discussed included current personnel vacancies, the project to replace the enterprise resource planning system, the NeoGov online recruiting platform, and diversity, equity and inclusion training for employees.

Public Comment

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

Public comment was given as follows:

Kathleen Lorence-Flanagan of Anacortes addressed public notices published in the *Anacortes American* regarding outfall relocation for the wastewater treatment plant and a request for qualifications for repair of the revetment for the Guemes Channel Trail, including the project timeframe and the proposed use of Federal Emergency Management Agency funds.

Consent Agenda

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

a. Minutes of January 8, 2024

b. Approval of claims in the amount of \$1,713,635.73

The following vouchers/checks were approved for payment:

EFT numbers: 108266 through 108323, total \$473,095.12

Check numbers: 108324 through 108360, total \$1,169,870.06

Wire transfer numbers: 338042 through 338789, total \$70,670.55

c. Special Event Application: Pride Parade

d. Special Event Application: Shipwreck Day

e. Contract Award: 2024 Janitorial Services #24-041-FAC-001

Other Business

Resolution 3145: Waiving the State Competitive Bidding Requirements for the Purchase and or Replacement of Motorola Solutions, Inc. Portable and Car Radio Systems for the Anacortes Police Department

Police Chief, Dave Floyd, introduced Resolution 3145 that would waive the competitive bidding requirements for the purchase and/or replacement of Motorola Solutions, Inc. portable and car radio systems for the Anacortes Police Department to outfit the five new positions to match the equipment already in use.

TJ FANTINI moved, seconded by RYAN WALTERS, to approve Resolution 3145 waiving the competitive bidding requirements for the purchase and/or replacement of Motorola Solutions, Inc. portable and car radio systems for the Anacortes Police Department. Vote: Ayes - RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL, AMANDA HUBIK, TJ FANTINI. Nays - None. Result: Passed

Ordinance 4067: Interfund Loan

Finance Director, Steve Hoglund, and Administrative Services Director, Emily Schuh, introduced Ordinance 4067 that would provide an interfund loan, referring to a loan worksheet that was included in the packet materials for the meeting. Mr. Hoglund asked that the Council waive the two-read rule for ordinances to meet the repayment deadline. Mayor Miller reminded the Council and the public that the final phase of the fiber infrastructure construction project is out for bid and that the interfund loan is the best plan to keep the project's financing on track.

Discussion topics included:

- Planning for financial solvency of the fiber project.
- Bond purchase timing.
- Loaning fund solvency for the period of the loan.
- Period of fiber expenses covered by the interfund loan.
- Projected amount of the bond.
- Additional internal financing.

RYAN WALTERS moved, seconded by CAROLYN MOULTON, to suspend the Council rules requiring two reads for ordinances. Vote: Ayes - RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL, AMANDA HUBIK, TJ FANTINI. Nays - None. Result: Passed

AMANDA HUBIK moved, seconded by BRUCE MCDOUGALL, to approve ordinance 4067 authorizing the interfund loan from the water and ERR funds to the general fund. Vote: Ayes - RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK, TJ FANTINI. Nays - None. Result: Passed

Adjournment

There being no further business, at approximately 6:47 p.m. the Anacortes City Council meeting of January 16, 2024 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 January 22, 2024 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
339437	10/30/2023	P2233-1	QCC QUALITY CONTROLS CORP.	FIDALGO ISLAND WATER SERVICE AREA EXPANSION: SCADA INTEGRATION	\$ 31,895.82	pw1
338681	11/7/2023	40973	WESTERN SYSTEMS REFUSE &	REPAIRS TO SEWER CAMERA	\$ 1,292.28	dshop
339496	11/10/2023	2056	PETEK PH D, THOMAS C	PSYCH EXAM: JJ, KK, KB	\$ 1,155.00	medic
337060	11/14/2023	58590	CITIES DIGITAL, INC.	CITIES DIGITAL JIS INTEGRATION, ANNUAL MAINTENANCE AND SERVICES	\$ 17,276.90	legal
338050	11/29/2023	117238	JWC ENVIRONMENTAL, INC	MAINTENANCE SUPPLIES	\$ 16,291.71	dwwtp
339502	11/30/2023	090087001-1123	KIMLEY-HORN AND ASSOCIATES, IN	PASS LAKE 10-INCH WATERMAIN REPLACEMENT PROJECT - DESIGN - NOV 2023	\$ 41,650.10	dwwtp
339453	11/30/2023	1221	WIDENER & ASSOCIATES	WASTEWATER TREATMENT PLANT OUTFALL PERMITTING SERVICES - NOV 2023	\$ 3,025.90	pw1
339478	12/1/2023	9170255158	SCHINDLER ELEVATOR CORPORATION	ELEVATOR SERVICE - DECEMBER 2023	\$ 688.70	pw1
339507	12/1/2023	9205142724	STRYKER SALES CORPORATION	2023-2024 MAINTENANCE AGREEMENT FOR POWERED STRETCHERS AND CHAIRS	\$ 7,571.13	medic
338508	12/5/2023	BINV0010958	GOBLE SAMPSON ASSOCIATES, INC	MAINTENANCE - PUMP STATION - CHEMICAL PUMP	\$ 5,503.79	dwwtp
338267	12/6/2023	93645220	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE	\$ 6,120.56	dwwtp
339497	12/8/2023	2101	PETEK PH D, THOMAS C	PSYCH EXAM: BW	\$ 385.00	medic
338715	12/12/2023	21281	ANCHOR QEA, LLC	FORMER WTP MATTER NO. 96	\$ 114,757.63	dwwtp
337252	12/12/2023	2872519	FOSTER GARVEY PC	EMPLOYMENT INVESTIGATION - REILLY WYNN	\$ 450.00	legal
339343	12/12/2023	401300607	XYLEM DEWATERING SOLUTIONS	WWTP PUMP STATION BACKUP PUMP RENTAL	\$ 1,006.40	dwwtp
338714	12/13/2023	21377	ANCHOR QEA, LLC	A AVENUE LANDFILL MATTER NO. 200	\$ 285.75	legal
339452	12/13/2023	303046	BLYTHE MECHANICAL, INC	HVAC MAINTENANCE SERVICES - WWTP	\$ 967.23	pw1
339504	12/13/2023	8410	CONTEC SYSTEMS INDUSTRIAL CORP	WWTP DATASOFT TECHNICAL AND SOFTWARE SUPPORT 2024	\$ 7,500.00	dwwtp
339448	12/15/2023	INV-996490	OWENS PUMP & EQUIPMENT	BARNES 3SE1044L SUBMERSIBLE SEWAGE EJECTOR PUMPS	\$ 18,387.58	dwwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
338738	12/19/2023	1200581783	HDR ENGINEERING, INC	29TH STREET AND SKYLINE RESERVOIRS ALTERNATIVE ANALYSIS - 9/28/23-12/2/23	\$ 1,515.06	dwtp
339206	12/19/2023	INV-14693	NW COMMUNICATIONS, INC	RADIO REPAIR FOR VEHICLE #3000	\$ 362.85	dshop
339207	12/19/2023	INV-14694	NW COMMUNICATIONS, INC	SERVICE RADIO FOR VEHICLE #3000	\$ 312.80	dshop
338716	12/20/2023	1200581460	HDR ENGINEERING, INC	WTP LEAD AND COPPER RULE (LCR) SAMPLING PLAN - 11/05/23-12/02/23	\$ 2,948.54	dwtp
338271	12/20/2023	93645222	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE	\$ 6,007.08	dwtp
339439	12/21/2023	11607	DALTON, OLMSTED & FUGLEVAND	WWTP OUTFALL PRE-DESIGN - MARCH THRU OCTOBER 2023	\$ 1,125.00	pw1
339438	12/21/2023	11608	DALTON, OLMSTED & FUGLEVAND	WATER TREATMENT PLANT SINKHOLE MONITORING - 04/01/2023 - 10/31/2023	\$ 5,856.94	pw1
339474	12/21/2023	GCI0012670	CODE PUBLISHING, LLC	CODIFICATION SERVICES	\$ 146.88	legal
338711	12/22/2023	P0001-91	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WWTP - NOVEMBER 2023	\$ 2,595.50	dwwtp
339490	12/27/2023	3395208	DAILY JOURNAL OF COMMERCE	LEGAL NOTICES FOR WWTP OUTFALL RELOCATION PROJECT	\$ 350.40	pw1
339045	12/28/2023	102683	SMILEY'S PRO SERVICES	PARTS #861	\$ 33.37	dshop
339501	12/28/2023	IN954060	NOANET	OUTSIDE PLANT DESIGN SUPPORT - DEC 2023	\$ 81.00	fiber
339500	12/28/2023	IN954061	NOANET	OUTSIDE PLANT DESIGN SUPPORT - DEC 2023	\$ 3,742.50	fiber
338785	12/28/2023	SIN010831	INDUSTRIAL SOFTWARE SOLUTIONS	WTP 2024 WONDERWARE SUPPORT AGREEMENT - 1/1/24-12/31/24	\$ 16,794.99	dwtp
339217	12/29/2023	2023LTAC004	ANACORTES ARTS FESTIVAL	COASTAL CHRISTMAS ART SHOW AAF 2023 LTAC	\$ 6,914.85	plan
339441	12/29/2023	22409 - 2	H W LOCHNER, INC	CITY ENGINEER OF RECORD FOR STREETS AND STORMWATER - DEC 2023	\$ 20,297.00	pw1
338531	12/29/2023	884197	CASCADE COLUMBIA DISTRIBUTION	SODIUM HYPOCHLORITE	\$ 13,275.83	dwtp
339470	12/29/2023	GCI0012778	CODE PUBLISHING, LLC	CODIFICATION SERVICES	\$ 220.32	legal
339480	12/30/2023	2023-5246	EDASC	2023 EDASC SERVICES AGREEMENT - JULY-DECEMBER 2023	\$ 5,000.00	plan
339472	12/30/2023	2023.12	BAYVIEW CONSULTING, LLC	FORMER WTP DEMOLITION PROJECT: SPECIAL PROJECT MANAGER - DECEMBER 2023	\$ 3,970.20	dwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
339203	12/31/2023	0173	SKAGIT COUNTY SOLID WASTE FUND	DECEMBER TONNAGE HAULED	\$ 92,438.14	dshop
339457	12/31/2023	122284	VECA ELECTRIC & TECHNOLOGIES	PUBLIC SAFETY BUILDING GENERATOR INSTALLATION	\$ 40,054.93	pw1
339456	12/31/2023	1252	WIDENER & ASSOCIATES	WASTEWATER TREATMENT PLANT OUTFALL PERMITTING SERVICES - DEC 2023	\$ 9,140.90	pw1
339047	12/31/2023	12574	PETDATA, INC	PETDATA LICENSING FEES DEC	\$ 672.00	finance
338732	12/31/2023	13299	3 KINGS ENVIRONMENTAL, INC.	FORMER WTP DEMOLITION PROJECT: DEMOLITION - DECEMBER 2023	\$ 1,121,360.16	dwtpt
339464	12/31/2023	141102	BLYTHE MECHANICAL, INC	HVAC MAINTENANCE SERVICES - PUBLIC SAFETY BUILDING	\$ 1,703.81	pw1
339461	12/31/2023	141203	BLYTHE MECHANICAL, INC	HVAC MAINTENANCE SERVICES - CITY HALL	\$ 1,351.30	pw1
338512	12/31/2023	190-1840-00	CITY OF ANACORTES	WWTP 12/1-12/31/23	\$ 6,553.19	dwwtp
339493	12/31/2023	195551	VANTAGE POINT SOLUTIONS, INC.	CALEA TRUSTED THIRD PARTY SERVICES - DECEMBER 2023	\$ 275.00	fiber
339469	12/31/2023	231359R	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR SERVICES - FAN ASSEMBLY REPLACEMENT FOR LIBRARY	\$ 2,014.88	pw1
339468	12/31/2023	231388R	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR SERVICES - MOTOR REPLACEMENT FOR PUBLIC SAFETY BUILDING	\$ 2,215.03	pw1
339458	12/31/2023	303057	BLYTHE MECHANICAL, INC	HVAC MAINTENANCE SERVICES - FIRE STATION 1	\$ 771.39	pw1
339460	12/31/2023	303058	BLYTHE MECHANICAL, INC	HVAC MAINTENANCE SERVICES - FIRE STATION 2	\$ 286.14	pw1
339224	12/31/2023	3630	SKAGIT COUNTY SHERIFF'S OFFICE	NW MINI CHAIN; 4TH QTR 2023	\$ 1,740.76	apd
338840	12/31/2023	cpls	DEPARTMENT OF LICENSING	CPLS TO DOL; DECEMBER 2023	\$ 453.00	apd
338540	12/31/2023	DEC 23	SKAGIT LAW GROUP, PLLC	PROSECUTION SERVICES- DECEMBER 2023	\$ 6,700.00	attorney
339471	12/31/2023	GC00123725	CODE PUBLISHING, LLC	CODIFICATION SERVICES - ANNUAL FEES	\$ 1,528.40	legal
339499	12/31/2023	IN954444	NOANET	BACKUP DEDICATED INTERNET ACCESS - DEC 2023	\$ 1,459.00	fiber
339498	12/31/2023	IN954488	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - DEC 2023	\$ 10,050.96	fiber
339512	1/1/2024	0949	FIDALGO CLEANING	APD CLEANING & SUPPLIES 1/1-1/14/24	\$ 875.00	apd

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
339489	1/1/2024	1076175	BUILDERS EXCHANGE OF	HOST BID DOCUMENTS - FIBER INTERNET EDA EXPANSION, WWTP OILTEAL RELOCATION	\$ 637.10	pw1
339049	1/1/2024	386000156	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 12/1-12/31/23	\$ 58.00	finance
338356	1/2/2024	200012505505	PUGET SOUND ENERGY INC	WTP ELECTRICITY 12/-12/31/23	\$ 74,925.33	dwtpt
339237	1/2/2024	2459	THE CLEAN TEAM	CITY RESTROOM CLEANING DECEMBER	\$ 1,995.00	plan
338841	1/3/2024	1089567	SMOLSNIK, MICHAEL	BAG OF CONCRETE MIX	\$ 66.32	dshop
338842	1/3/2024	1089882	SMOLSNIK, MICHAEL	LUMBER	\$ 149.61	dshop
338357	1/3/2024	248 984 6277 5	CASCADE NATURAL GAS CORP.	WTP NATURAL GAS 11/30/23-1/2/24	\$ 7,765.44	dwtpt
339043	1/3/2024	884576	CASCADE COLUMBIA DISTRIBUTION	PLANT CHEMICALS - SODIUM HYPOCHLORITE	\$ 16,578.97	dwwtp
339231	1/4/2024	24-00261	EDGE ANALYTICAL, INC	WATER ANALYSIS - TCR SOUTH INTOWN	\$ 133.00	dwtpt
338694	1/4/2024	90067094	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE	\$ 6,026.16	dwtpt
339233	1/5/2024	23-38474	EDGE ANALYTICAL, INC	WATER ANALYSIS - TOC PLANT	\$ 126.00	dwtpt
339232	1/5/2024	24-00010	EDGE ANALYTICAL, INC	WATER ANALYSIS - FLUORIDE BLUE HERON	\$ 33.00	dwtpt
339473	1/5/2024	INV28717	SEAWESTERN, INC.	5 PAIRS FIREFIGHTING GLOVES	\$ 715.36	medic
339204	1/8/2024	220022355618	PUGET SOUND ENERGY INC	5618 TSUNAMI SIRENS - 500 T AVENUE - 12/8/23 - 1/6/24	\$ 10.89	dwwtp
339229	1/8/2024	24-00425	EDGE ANALYTICAL, INC	WATER ANALYSIS - INVESTIGATIVE 30TH AND R AVE 12" TIE-IN	\$ 38.00	dwtpt
339442	1/9/2024	01/09/2024	PATEL DDS, RAMAN	DENTAL SERVICES, HEIN, GERALD LEOFF1 RETIREE	\$ 1,800.00	hr
338843	1/9/2024	0312780-IN	QUALITY CHAIN CORP	CHAINS- #2002	\$ 275.30	dshop
339440	1/9/2024	1200586105	HDR ENGINEERING, INC	WASHINGTON PARK TRAIL REPAIR PROJECT - DESIGN - OCT THUR DEC 2023	\$ 19,423.95	pw1
339234	1/9/2024	23-38675	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT RAW	\$ 63.00	dwtpt
339467	1/9/2024	240044	T-SHIRTS BY DESIGN	T-SHIRTS, JACKETS, HATS FOR CHAPLAINS	\$ 678.91	medic
339482	1/9/2024	422090-1	ATLANTIC DIVING SUPPLY, INC.	POLICE DEPARTMENT VR TRAINING SYSTEM	\$ 91,914.24	apd
339050	1/9/2024	814	BLUE COW CARWASH	CAR WASHES- QTR 4	\$ 600.00	dshop
339212	1/9/2024	INV00241444	USA BLUE BOOK	TITRAVER X 2	\$ 86.18	dwtpt
339479	1/10/2024	00001958784	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 128.23	medic
339211	1/10/2024	200024889996	PUGET SOUND ENERGY INC	INTAKE ELECTRICITY 12/10/23-1/9/24	\$ 2,810.32	dwtpt

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
339046	1/10/2024	20232704	SYSTEMS DESIGN WEST, LLC	AMBULANCE SERVICE BILLING DEC 2023	\$ 3,914.66	finance
339225	1/10/2024	270	SKAGIT DOMESTIC VIOLENCE &	4TH QTR 2023; SKAGIT DVSAS SERVICES	\$ 1,211.96	apd
339444	1/10/2024	2875354	FOSTER GARVEY PC	OUTSIDE DEFENSE COUNSEL FOR SHORELINES CASE - BARTH/SHADOW/CREEK	\$ 1,698.55	legal
339451	1/10/2024	41483	SKAGIT PUBLISHING LLC	PUBLISH AA-466241	\$ 60.90	dwtpt
339455	1/10/2024	41484	SKAGIT PUBLISHING LLC	PUBLISH AA-466705	\$ 125.86	plan
339459	1/10/2024	41485	SKAGIT PUBLISHING LLC	PUBLISH AA-466710	\$ 142.10	plan
339463	1/10/2024	41486	SKAGIT PUBLISHING LLC	PUBLISH AA-466718	\$ 133.98	plan
339466	1/10/2024	41487	SKAGIT PUBLISHING LLC	PUBLISH AA-466745	\$ 146.16	plan
339325	1/10/2024	8498 30 030 0111230	COMCAST	WTP 14489 RIVER BEND RD. - 1/19-2/18/24	\$ 142.96	finance
338845	1/10/2024	8968	ANACORTES TOWING, LLC	APD CASE 23-A08633	\$ 176.26	apd
339223	1/10/2024	9124-1	ANACORTES TOWING, LLC	TOWING; APD CASE 24-A00126	\$ 169.73	apd
338839	1/10/2024	L158592	STATE AUDITOR'S OFFICE	ACCOUNTABILITY AUDIT 22-22	\$ 11,712.00	finance
339447	1/11/2024	110337	MCCULLOUGH HILL PLLC	70312-0001 - CITY OF ANACORTES - WATER TREATMENT PLANT - STATUS REPORT REVIEW	\$ 345.00	legal
339221	1/11/2024	24-00700	EDGE ANALYTICAL, INC	WATER ANALYSIS - TCR NORTH INTOWN	\$ 133.00	dwtpt
339213	1/11/2024	24-00727	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT FINISHED	\$ 19.00	dwtpt
339538	1/11/2024	300000290019	PUGET SOUND ENERGY INC	ALL STATIONS: 12/6 - 1/5/24	\$ 1,190.83	medic
339445	1/11/2024	300000300008	PUGET SOUND ENERGY INC	WWTP AND PUMP STATIONS 12/7/23-1/5/24	\$ 26,117.14	dwtpt
339342	1/11/2024	300000305007	PUGET SOUND ENERGY INC	SKYLINE STREET LIGHTS: 12/2-1/2/24	\$ 469.44	dshop
339483	1/12/2024	1396522	LIFE ASSIST, INC	PELICAN CASE	\$ 93.02	medic
339218	1/12/2024	2023LTAC.002	ANACORTES ARTS FESTIVAL	ART IN ANACORTES.LTAC 2023	\$ 4,750.00	plan
339239	1/12/2024	2023LTAC.005	ANACORTES ARTS FESTIVAL	2023 LTAC ANACORTES ARTS CREATIVE DISTRICT	\$ 3,000.00	plan
339236	1/12/2024	2023LTAC006	ANACORTES ARTS FESTIVAL	2023 LTAC NAUTICAL TREASURE HUNT	\$ 3,607.02	plan
339220	1/12/2024	2023LTAC009	ANACORTES MUSIC PROJECT	2023 LTAC ANACORTES MUSIC PROJECT FINAL BILLING	\$ 6,517.50	plan
339238	1/12/2024	2023LTAC020.2	ANACORTES ARTS FESTIVAL	LTAC FUNDED 2023 ART CENTER AT BUXTONS	\$ 30,000.00	plan
339484	1/12/2024	357523	PETTY CASH FUND	MAINTENANCE	\$ 36.24	museum
339492	1/12/2024	53146	SKAGIT COUNTY PUBLIC HEALTH	SENIOR SERVICES PROGRAM 2023 - 4TH QUARTER	\$ 9,937.50	pkrec

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
339481	1/12/2024	IN1991208	MUNICIPAL EMERGENCY SERVICES	FLOW TEST ON ALL SCBA BOTTLES	\$ 3,271.33	medic
339216	1/12/2024	INV2764993	COPIERS NORTHWEST, INC	CANON/IRC5870I/3RD FLOOR 12/11-1/10/24	\$ 245.06	finance
339215	1/12/2024	LTAC 2023.AAF1	ANACORTES ARTS FESTIVAL	ANACORTES ARTS FESTIVAL CREATIVE DISTRICT 2023 LTAC	\$ 5,000.00	plan
339240	1/12/2024	ReimbGleichmann	GLEICHMANN, CHERI	PAINTING SUPPLIES FOR CITY ENGINEER OFFICE	\$ 21.98	pwfac
339513	1/13/2024	00005W5A83024	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 1-13-24	\$ 37.08	apd
339487	1/15/2024	1397291	LIFE ASSIST, INC	ENDOTRACHEAL TUBES, INFANT SENSORS	\$ 211.81	medic
339509	1/16/2024	23-237-FAC-0011	DOORMAN COMMERCIAL, LLC	RETAINAGE RELEASE	\$ 885.42	pw1
339511	1/16/2024	23-247-SEW-0011	TONKA GROUND WORK	RETAINAGE RELEASE	\$ 10,569.85	pw1
339488	1/16/2024	978 800 0000 1	CASCADE NATURAL GAS CORP.	STA 3: 12/12 - 1/11/24	\$ 213.52	medic
339539	1/17/2024	649265	REECE, STORMIE	DECEMBER DEPOT CLEANING	\$ 1,386.00	parks1
	Total				\$ 2,024,137.75	



City Council Agenda Bill

Meeting Date: January 22, **Agenda Item:** 5.c.
2024

Agenda Item Title: Contract Award: 2024-2026 HVAC Control Systems Service #24-026-FAC-001

Staff Contact(s): Andrew Rheaume, WIL LUDEMANN

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
TIFFANY MATSON	Contract Award
TIFFANY MATSON	

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$82,840.32 to Siemens Industry, Inc. to perform the 2024-2026 HVAC Control Systems Service. Under this Agreement, the Consultant shall provide technical support and maintenance for the City HVAC control systems.

Work includes:

- Advanced Maintenance Diagnostics Report
- Data Backup and Restore Services - Online
- Onsite Targeted Maintenance - BMS Health
- Remote Targeted Maintenance
- Network Maintenance
- Software Subscription Service - Desigo CC
- Customer Directed Support
- Firmware Updates
- Education Services
- Activity Central as a Service

Background:

1. **History:** We have 3 buildings that use this automated heating and cooling program. (City Hall, Police Dept and Library). In order to run efficiently we need this service.
2. **Key Terms:**
 - Contract is for a firm fixed price of \$82,840.32. Year 2024 = \$26,686.47; Year 2025 = \$27,992.06; Year 2026 = \$28,161.79.
 - The period of performance is from 1/1/24-12/31/26
3. **Competitive Bidding:** This work is considered a personal service and therefore

not subject to any competitive bidding requirements.

Budget Impact:

Consultant	Siemens Industry, Inc.
Contract Amount	\$82,840.32
BARS #	001.713.518.30.41
Budget Amendment Required?	No
Start Date	1/1/2024
End Date	12/31/2026

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 24-026-FAC-001 with Siemens Industry, Inc. in the amount of \$82,840.32 to perform the 2024-2026 HVAC Control Systems Service.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 24-026-FAC-001



AGREEMENT 24-026-FAC-001

Between
THE CITY OF ANACORTES
AND
SIEMENS INDUSTRY, INC.

2024-2026 HVAC CONTROL SYSTEMS SERVICE

This Agreement, hereinafter referred to as "Agreement", is made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Siemens Industry, Inc., hereinafter referred to as the "Consultant".

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

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

1. **Scope of Work**. Under this Agreement, the Consultant shall provide technical support and maintenance for the City HVAC control systems. Work includes:

- Advanced Maintenance Diagnostics Report
- Data Backup and Restore Services - Online
- Onsite Targeted Maintenance - BMS Health
- Remote Targeted Maintenance
- Network Maintenance
- Software Subscription Service - Desigo CC
- Customer Directed Support
- Firmware Updates
- Education Services
- Activity Central as a Service

The specifics of each service are detailed in Exhibit A, which is hereby incorporated by reference and made a part hereof. All work shall be performed under the direction of Brandon Krause, or designee, hereinafter referred to as Project Manager.

2. **Price and Payment Terms**. The annual fees for each yearly service period shall paid in advance based on the annual billing frequency at the following firm fixed prices which include 8.8% sales tax: Year 2024 = \$26,686.47; Year 2025 = \$27,992.06; Year 2026 = \$28,161.79, for a total contract value of **Eighty-Two Thousand Eight Hundred Forty Dollars and Thirty-Two Cents (\$82,840.32)**, which includes \$6,700.32 in 8.8% sales tax.

3. **Period of Performance**. The period of performance under this Agreement is from January 1, 2024 through December 31, 2026.

4. **Definitions**.

- a. **"City Data"**: data exchanged as a result of performing the Scope of Work, such as City Account Data, City Content, Personal Data, and Personal Information.
 - i. **"City Account Data"**: personal data that relates to City's relationship with Consultant, including the names or contact information of individuals authorized by City to access City's account, and billing information of individuals that City has associated with its account. City Account Data also includes any personal data Consultant may need to collect for the purpose of identity verification (including providing the Multi-Factor Authentication Services).
 - ii. **"City Content"**: (a) all data that is owned, licensed, leased or developed by or on behalf of the City, whether provided to the Consultant by the City or provided by a third party to the Consultant in connection with the Consultant's provision of services to the City, including any such data that is loaded into, or located in, any data files, tables, objects or other storage medium developed or maintained by or on behalf of the Consultant, including related data that results from hygiene, cleaning, and database build services performed by or on behalf of the Consultant, (b) data exchanged as a result of performing the Scope of Services, such as text message bodies, voice and video media, images, email bodies, email recipients, sound, and, where applicable, information City submits to the Consultant and (c) data stored on City's behalf in performance of the Scope of Work.
 - iii. **"Personal Data"**: any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online

identifier, or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

- iv. *"Personal Information"*: information defined by RCW 19.255.
- b. *"Intellectual Property Rights"*: all forms of industrial and intellectual property rights and protections throughout the world, including any: (i) patents (including any patent applications, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof); (ii) copyrights; (iii) Internet domain names, trademarks, service marks, and trade dress, together with all goodwill associated therewith; (iv) trade secrets; (v) rights in databases and designs (ornamental or otherwise); (vi) moral rights, rights of privacy, rights of publicity, and similar rights; and (vii) any other proprietary rights and protections, whether currently existing or hereafter developed or acquired arising under statutory or common law, including all applications, disclosures, and registrations with respect thereto.
- c. *"Security Incident"*: an event or an attempt that disrupts or threatens the normal operations, security, or privacy of an organization's information or systems. The event or attempt may involve unauthorized or inappropriate access, use, disclosure, modification, destruction, or interference.

5. **City Data.** Consultant, Consultant's subcontractors, and any Consultant service providers are prohibited from using City Data for any use other than necessary to perform the Scope of Work, including in aggregated form. Consultant, Consultant's subcontractors, and any Consultant service providers are prohibited from selling or sharing City Data in any form, including in aggregated form, with third parties for compensation or for those third parties' own business interests. Upon any expiration or earlier termination of the Agreement, Consultant will return all City Data to City in the format approved by the City within 30 days of termination.

6. **Ownership of Data and Intellectual Property Rights.** Consultant acknowledges that, as between Consultant and City, City owns all right, title, and interest in and to the City Data, including all Intellectual Property Rights and all derivative works of, based on, derived from or otherwise using any City Data which are themselves considered to be City Data.

7. **Data Protection.** Consultant will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of City Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of City Data by Consultant personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as the City expressly permits in writing. Consultant will promptly notify the City of a Security Incident. Any compromise or potential compromise of City Data must be reported to the City within one (1) business day of discovery. If the Consultant does not have full details about the incident, it will report what information it has and provide full details within 15 business days of discovery. To the extent possible, these initial reports must include at least:

- a. The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s) and the date of discovery.
- b. A description of the types of information involved.
- c. The investigative and remedial actions the Consultant or its Subcontractor took or will take to prevent and mitigate harmful effects and protect against recurrence.
- d. Any details necessary for a determination of whether the incident is a breach that requires notification under RCW 19.255.010, RCW 42.56.590, or any other applicable breach notification law or rule.
- e. Any other information the City reasonably requests.

Consultant shall otherwise be responsible for complying with all applicable rules and regulations that may govern the sharing and dissemination of protected information.

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

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

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

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

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

10. **Invoicing.** All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, **Agreement Number**, and amount requested per invoice. The Consultant must allow 30 calendar days from receipt of the invoice for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. The City shall notify the Consultant within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Consultant shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

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

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

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

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

15. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including

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

16. **Insurance.**

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrences form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent consultants and personal injury and advertising injury. **The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy** with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Technology Errors & Omissions (E&O)
5. Network Security (Cyber) and Privacy Insurance shall include, but not be limited to, coverage, including defense, for the following losses or services:

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

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

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

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

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

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

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

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

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

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

Verification of coverage shall include:

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

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

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

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

J. Safeguarding of Personal Information: The Consultant shall not use or disclose Personal Information, as defined in RCW 19.255, in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. Consultant agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Personal Information.

The Consultant shall ensure its directors, officers, employees, subcontractors or agents use Personal Information solely for the purposes of accomplishing the services set forth in the Agreement.

The Consultant shall protect Personal Information collected, used, or acquired in connection with the Agreement, against unauthorized use, disclosure, modification or loss.

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

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

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

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

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

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

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

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

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

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

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

24. **Right to Terminate Agreement.**

A. Termination for Default: If the Consultant defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Consultant in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the

work elsewhere. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

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

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

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

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

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

29. **Disputes**

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

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

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

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

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

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

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

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

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

35. Notices. Receipt of any notice shall be deemed effective three days after deposit of written notice in the U.S. mail, with proper postage and properly addressed. Notices shall be sent to the following addresses:

CITY:

City of Anacortes
Tiffany Matson
904 6th Street
PO Box 547
Anacortes, WA 98221

CONSULTANT:

Siemens Industry, Inc.
Joe Tomola
15900 SE Eastgate Way, Ste. 200
Bellevue, WA 98008

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

CITY OF ANACORTES

SIEMENS INDUSTRY, INC.

By _____

By _____

Date _____

Title _____

Date _____

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Building Services – Automation

Services that deliver the outcomes you want to achieve

Services delivered by Siemens have been developed to help you achieve the outcomes you expect.

Holistic Service Program

Most buildings rely on aging infrastructure to meet the demand for increased system reliability and uptime of the equipment. In addition, buildings are growing increasingly complex, with both an influx of available data to analyze and sophisticated occupant expectations.

All of this while meeting and exceeding all health and safety expectations. These complexities affect system performance and maintenance costs and amid these pressures and changes, too many organizations embrace an outdated and reactive maintenance program.

Our unique approach is a holistic and data driven approach to identify, prioritize, and act on your BMS, HVAC Equipment, and the Network that interconnects them (End-to-End) to drive outcomes for your organization.

Scope of Services

Service Agreement Management

As a valuable customer we have assigned a service operations team to support the following activities:

- Plan and implement the service schedule
- Regularly review past performance and upcoming services
- Quality Assurance: Through implementation of our Quality Assurance process, Siemens will help to ensure that we deliver quality service. We will discuss our performance and your satisfaction with the quality of service that is being provided under the Agreement. We can discuss recommendations for changes in the service program to better meet your changing needs. We also augment this program with periodic customer satisfaction surveys of your key staff members.

BMS Health

Optimize the health of the building management system by automating maintenance diagnostics reports to target and prioritize remote and onsite service

Advanced Maintenance Diagnostics

Through our advanced diagnostics platform, we will remotely identify system maintenance issues and provide data-driven recommended actions to address them, helping to optimize your system performance. We will seek to identify system alarms, panel failures, point failures, batteries, and memory issues as well as issues with the server performance and Windows processes and services.

Software Maintenance will be under Remote Targeted Maintenance, otherwise will be addressed as Time and Material.



This service shall be performed twice (2) annually and shall include a bi-annual report delivery. It is recommended this task be performed in the first and third quarter of each period of performance. Your CSM with support from a Siemens Digital Service Specialist will review this annual report with your facility staff to determine an action plan. Any actions driven from this report may utilize remote or onsite support or may be addressed by T&M labor which may be coordinated with you CSM.

Onsite Targeted Maintenance - BMS

Our experienced technicians will provide onsite support to help to address recommended repair actions based on system condition and customer priorities. In addition to software issues not resolved remotely, our group of experts will help to address other issues such as:

- Battery replacement
- Fail Panels, failed terminal controllers and failed points
- Hardware related issues

This service agreement includes up to 1 day of Onsite Targeted Specialist time per year to address issues uncovered from the Advanced Maintenance Diagnostic report. This service focuses on resolving issues uncovered by the Advanced Maintenance Diagnostic report, however you may utilize onsite specialist service time to address facility priorities as required.

Remote Targeted Maintenance

Through our resources at the Siemens Digital Services Center, Siemens will provide remote targeted maintenance services, based on customer priorities, and leverage system tools and diagnostics reporting and recommended actions to help maintain system efficiencies and helping to restore optimal conditions in the event that deficiencies are observed. This software maintenance service addresses the following system areas and/or components:

- Eliminate duplicate points
- Panel memory, out of service, or overridden
- System Alarms
- Server Health, Applications and Process Issues

Conditions that are not able to be restored above site will be brought to the customer's attention and incorporated into the next planned onsite service visit or can be addressed as a billable call.

This service agreement includes up to 2 hours of Remote Service Specialist time per year to address issues uncovered from the Advanced Maintenance Diagnostic report. Siemens Remote Service Specialists (RSS) are a dedicated resource made up of over 40 skilled technicians available to support 24X7X365. This service focuses on resolving issues uncovered by the Advanced Maintenance Diagnostic report, however you may utilize remote services to address facility priorities as required

Online Data Backup & Protection

Siemens will perform scheduled database backups remotely of all graphics, reports, configurations, user information and databases, and store this information on a cloud-based secure server. If, for any reason, any of the backed-up information or data is lost from your system, Siemens can reload the information or data on-site or remotely, with your backup copy (if covered elsewhere within this service agreement). The frequency and equipment to be included as part of this service is itemized in the List of Equipment Related Services. Online backups of the SQL database, historical data, and trends are not included with the Desigo CC application backup.

This service shall be performed once per quarter (up to 4 times per year) to backup your critical equipment databases. System backups include Server Database & Field Panel Database. This service is planned for your server with cRSP connection.

Software Subscription Service – Desigo CC

Siemens will provide you with software upgrades to your existing Siemens Desigo CC software as they are released. These upgrades include both Service Releases and all New Version Releases of Software, up to the Frequency shown in the Equipment Related Services table. Siemens will also provide corresponding support documentation outlining the features of the releases. Included is training to help to familiarize you with the new features along with their associated benefits. These updates will act to deliver the benefits of Siemens' commitment to compatibility by design, a commitment unique in our industry. Workstations covered under this service are itemized in the List of Equipment Related Services. (Upgrades to PC's and related workstation hardware are excluded unless expressly included in this Agreement.)

This service shall be performed onsite once per year. Software updates are included for existing user licenses and existing quantity of 900 building automation points to ensure your Desigo CC software will be current and up to date. Customer directed support labor shall be utilized to complete this task.

****Note:** Remote Notification is currently not included in your Desigo CC license feature set. Please discuss adding this feature with your client services manager if desired.

Network Health

Optimize the health of the network infrastructure by analyzing network traffic and resolving performance issues.

Network Maintenance

Network Maintenance: Using a combination of proprietary diagnostic technologies, digital meters, and network analysis software, Siemens will analyze, optimize and report on the performance of the customer's systems networks a specified number of times per year. Proper network performance helps to ensure the proper speed of communication and accuracy of control, alarming, and reporting across the facility. Using network diagnostic tools, our proactive evaluation of the data network includes an analysis of bandwidth, disturbances, network traffic, communication over the network, and overall operation. The number of networks to be analyzed and the frequency of the service are documented in the List of Equipment Related Services.

This service shall be performed onsite once per year. Any repair work as a result of the network maintenance task may be covered by customer directed support or utilized using T&M. Customer directed support hours shall be utilized to perform this task.

Additional Services

Firmware Updates

We will provide you with firmware and documentation updates to your existing field panels upon development. The included training will familiarize you with the new features and their associated benefits. These updates deliver the benefits of Siemens commitment to compatibility by design; a commitment unique in our industry. Field panels included under this service are itemized in the List of Equipment Related Services. (Upgrades to Field Panel hardware, processors, memory boards, and related hardware are excluded unless specified elsewhere.)

This service will be performed one time annually to update qty three (3) Siemens field panels located at City Hall, The Police Station & Library. Included in this task is the cost of the firmware licensing. A technician will be required to be onsite to perform this task.

Customer Directed Support

With Customer Directed Support, Siemens will provide a trained and experienced specialist or technician who will work under your direction. The intent of this service is to offer you labor assistance in completing a special project, or to meet a facility objective. Specific job responsibilities, goals, work hours and other associated deliverables of this service are listed in the Appendix section of this service agreement.

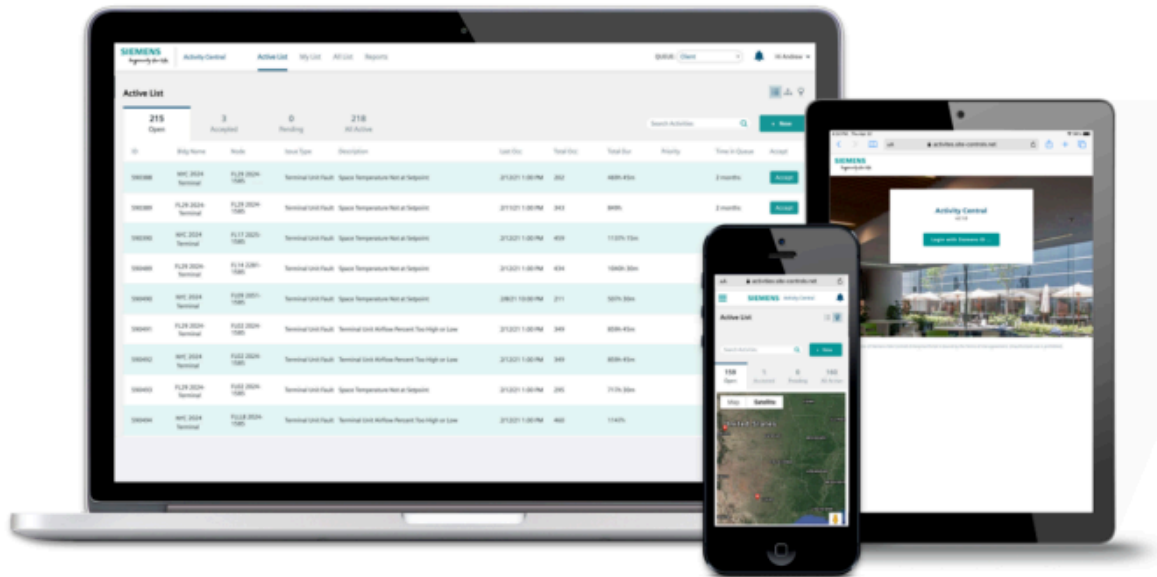
Included in this service agreement is up to 8 hours of customer directed support per year. The hours included are estimated at standard working time rates. You may coordinate the scheduled visits with your CSM for dates and times that fit your needs

Education Services

Activity Central as a Service

Activity Central is a cloud hosted, software-as-a-service ("SaaS") platform that provides access to an intuitive portal with a simple yet robust dashboard view that provides an organization with transparency and insight into its certain Building Automation System (BAS) alarms and faults. Activity Central can be easily embedded into standard operating procedures and can provide a dynamic real-time view which is capable of

consolidating alarms and faults from multiple connected sites into a single interface. The Activity Central dashboard can be accessed from a browser, tablet, or mobile device. The pre-defined BAS alarms or faults are transmitted into Activity Central via email or Application Programming Interface (API) and transformed into a "ticket" that contains all of the relevant details. Customer Facility managers can then view each alarm or fault ticket, see documentation and take appropriate action. With Activity Central, the most relevant information is available to make informed decisions for triage and resolution, in order to help meet business goals. Over time, existing building management procedures can be optimized by building and viewing reports on performance metrics and other pre-defined KPIs.



Included in this service agreement is initial set-up and on-going activity management of your Activity Central dashboard for visualization of service call status, history & tracking. Remediation work, whether on-site or remotely will utilize customer directed support. You may coordinate Siemens technician visits with your CSM to support dates and times that fit your needs.

Emergency Response Times – Automation

Emergency Online/Phone Response

Standard

Monday through Friday, between 8am and 5pm, System and software troubleshooting and diagnostics will be provided remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. Siemens will respond within 4 hours, Monday through Friday, between 8am and 5pm, excluding holidays, upon receiving notification of an emergency, as determined by your staff and Siemens. Where applicable, Siemens will furnish and install the necessary online service technology to enable us to remotely access into your system, through a communications protocol (internet connection or dedicated telephone line) that will be provided by the facility. Where remote access is not available to the system, Siemens will provide phone support to your staff to assist in their onsite troubleshooting and diagnosis. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched. Depending on your contract coverage, the on-site dispatch will be covered or will be a billable service call.

Emergency On-site Response

Billable Service

Emergency Onsite Response is not included within the coverage of this agreement. Siemens will respond to your request for emergency on-site service as soon as staff is available. An emergency is determined by your staff and Siemens. All service performed will be provided as a billable service. Siemens will respond to your request for emergency onsite support, Mon-Fri 8:00AM-5:00PM, excluding holidays, upon receiving notification of an emergency, as determined by your staff and Siemens, but all service performed will be provided as a billable service.

Connectivity and Communications

Proactive Remote Services

The optimal support for the high-performance operation of your building

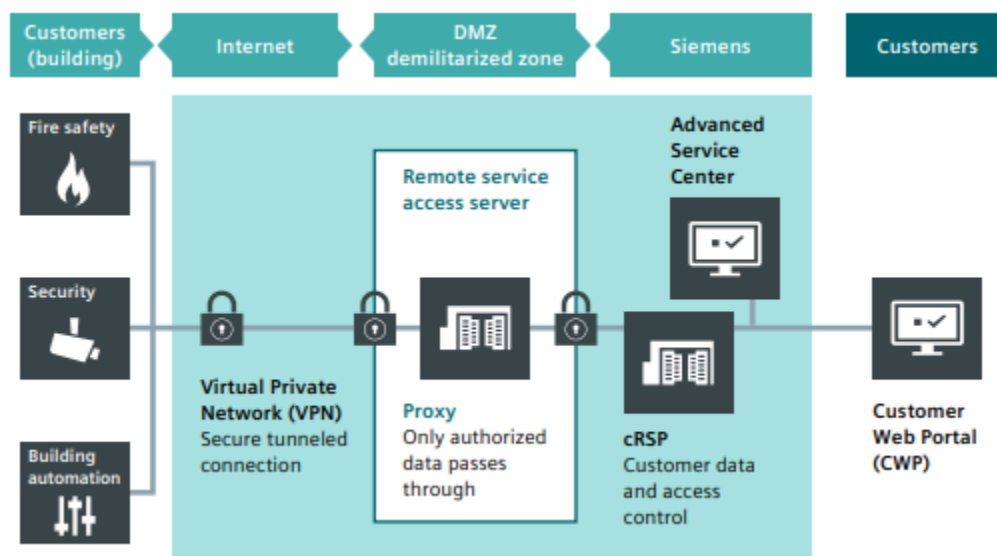
When the scope of services outlined within this proposal require or can utilize remote access,

Siemens provides an easy-to-use remote access platform that enables the secure and reliable delivery of Siemens remote services. Remote services, including engineering, commissioning, and maintenance of building systems can be performed by Siemens technical experts through our Digital Services Center of Excellence, available at any time to support your facility.

Siemens Remote Services utilize a secure remote access and connectivity solution referred to as the Siemens common Remote Service Platform (cRSP). cRSP is a comprehensive solution that powers a wide range of Siemens services and provides your organization with a solid foundation to leverage the power of connectivity, data, and analytics to make your facility even smarter. cRSP was designed and built to be a common platform for digitalization and is used across the Siemens family of companies.

Incorporating best practices and leading technologies from both the IT and cybersecurity fields, cRSP is a modern, secure, high-performance, and highly available platform that brings all the advantages of cloud-connected services to your facility, without sacrificing security. Utilizing cRSP and Siemens remote services gives your team a backstop and lets you unlock the operational benefits of analytics while also providing security mechanisms that mitigate cyber risk to your organization.

cRSP includes a range of security controls and features that give you confidence, control, and peace of mind that the services you rely on are both useful *and* secure.



cRSP Security Feature Highlights:

- Governed and secured in accordance with ISO 27001 and compliant with a robust Siemens-wide cybersecurity and information security management program and policies.
- Integrated with the global Siemens identity and access management platform, which provides robust

multi-factor authentication, enforcement of least-privilege access, granular separation of duties, mandatory usage of PKI, and automatic account management for all Siemens employees.

- Designed from the ground up using a defense in depth architecture that utilizes layered controls specifically crafted to mitigate the threats facing Operational Technology (OT) today.
- Centrally monitored to promote end-to-end reliability and availability.
- Robust logging and reporting of remote activity to ensure visibility and control.
- Secure network architecture and platform access based on granular segmentation, next-generation firewalling, and usage of DMZs at trust boundaries.
- Flexible deployment model and security configuration options to ensure streamlined usage while meeting your organization's security requirements and preferences.
- Compatible with a wide range of on-premise network configurations and traffic flow setups, allowing for integration with your existing network architecture, IT infrastructure, and security controls.

Data security as a basic requirement

We value confidentiality and long-term partnerships. That is why we give the security of your data the highest priority. Before we implement an enhanced service package with remote support, we conduct an in-depth analysis of the situation, taking into account national and international regulations, technical infrastructures and industry specifics. Our service employees carefully evaluate your needs on an individual basis with a view toward information security.

Service Agreement Contract Characteristics

Description	AUTOMATION
Hours of Coverage	Mon-Fri, 8:00 AM - 5:00 PM
Response Times (Phone/Online)	4 Hours
Response Times (Onsite/Emergency)	Billable
Remote Services	Yes
Third Party Systems	No
Monitoring	No
Additional Labor Discount	20.0%
Additional Material Discount	20.0%

Labor and material discounts are applicable for sites identified in this agreement and are only available for the disciplines included in this agreement.

General Services

Service Description	Qty	Frequency	Period
Advanced Maintenance Diagnostic Report	1	2	1,2,3
Data Backup & Restore Services	1	4	1,2,3
Onsite Targeted Maintenance (hours)	8	1	1,2,3
Remote Targeted Maintenance (hours)	2	1	1,2,3
Software Subscription Service - Desigo CC	1	1	1,2,3
Network Maintenance	1	1	1,2,3
Customer Directed Support (hrs)	8	1	1,2,3
Firmware Updates	3	1	1,2,3
Education Services (Training Sessions @ Siemens Branch)	1	1	1,2,3

Service Team

An important benefit of your Service Agreement derives from having the trained building service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

Added to the team is a team of building experts at our Digital Service Center. The benefits you receive are less disruption to your employees at the site, less intrusive on the system at peak hours, fewer emissions for trucks rolled, and real time analytics with digital workspace hours.

The following list outlines the service team that will be assigned to the service agreement for your facility

Your Assigned Team of Service Professionals will include:

Joe Tomola: Sales Executive manages the overall strategic service plan based upon your current and future service requirements.

Mobile: 425-233-4828

Client Services Manager is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

Primary Service Specialist is responsible for performing the ongoing service of your system.

Secondary Service Specialist who will be familiarized with your building systems to provide in-depth backup coverage.

Remote Services Specialist is responsible for the execution of remote services including proactive planned tasks, in-depth fault analysis and identification of corrective actions.

Service Operations Manager is responsible for managing the delivery of your entire support program and service requirements.

Service Coordinator is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

Service Administrator is responsible for all service invoicing including both service agreement and service projects.



City Council Agenda Bill

Meeting Date: January 22, **Agenda Item:** 5.d.
2024

Agenda Item Title: Contract Award: Purchase of Electric Ford Lightning Truck for Parks Department #24-038-ERR-001

Staff Contact(s): WIL LUDEMANN, Andrew Rheaume

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
TIFFANY MATSON	Contract Award
TIFFANY MATSON	

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$55,587.81 to Bud Clary Ford/Hyundai for the purchase of one 2023 Ford F150 Lightning Battery Electric Vehicle (BEV) for the Parks Department. The contract piggybacks on Washington State contract [05916](#).

Background:

1. **History:** Standard replacement of truck #115 for the Parks maintenance staff. Truck will be an EV.
2. **Key Terms:**
 - o Total contract price of \$55,587.81.
3. **Competitive Bidding:** The City has a cooperative purchasing agreement with the State of Washington and is procuring this purchase through Washington State contract 05916.

Budget Impact:

Vendor	Bud Clary Ford/Hyundai
Contract Amount	\$55,587.81
2024 Earmarked Funds	\$60,000.00
BARS #	501.790.594.48.60
Budget Amendment Required?	No

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign PO #24-038-ERR-001 with Bud Clary Ford/Hyundai in the amount of \$55,587.81 for the purchase of one 2023 Ford F150 Lightning Battery Electric Vehicle (BEV) for the Parks Department.

Alternative Actions: Reject the contract.

Attachments (listed in order presented):

1. 24-038-ERR-001
2. Public Comment - 20240121 - Call



City of Anacortes
Accounts Payable
PO Box 547
Anacortes, WA 98221

PURCHASE ORDER 24-038-ERR-001
2023 Ford F150 Lightning, Battery Electric Vehicle (BEV)

VENDOR: Clary Longview LLC dba
Bud Clary Ford/Hyundai
Marie Tellinghiusen
700 7th Avenue
Longview, WA 98632

Date: January 22, 2024

Contact: WiL Ludemann
Department: Public Works Department
Equipment Rental
(360) 293-1921
ludemannw@cityofanacortes.org

Email: marie.tellinghiusen@budclary.com
Phone: (360) 423-4321 ext.10495

Item	Qty	DESCRIPTION	U/M	Unit Price	Amount
1	1	New/Unused 2023 Ford F150 Lightning, Battery Electric Vehicle (BEV), and accessories, as specified in Exhibit A. This Work is subject to: • Specifications, incorporated as Exhibit A, • Washington State Contract 05916 and related Amendments, incorporated as Exhibit B. The aforementioned Exhibits A and B are hereby incorporated by reference and made a part hereof.	EA	\$51,233.00	\$51,233.00
Sum Total					\$51,233.00
Sales Tax @ 8.5%					\$4,354.81
Total Price					\$55,587.81

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

Clary Longview LLC dba
Bud Clary Ford/Hyundai

City of Anacortes

Matt Miller, Mayor

Color Options & Qty

Oxford White (YZ) – V153

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2023-0826-001	2023 Ford F150 Lightning, Battery Electric Vehicle (BEV)	1	\$44,792.00	\$44,792.00
2023-0826-003	INFORMATION ONLY: Bud Clary Ford offers a \$300 prompt payment discount if payment is made within 20 days of vehicle delivery.	1	\$0.00	\$0.00
2023-0826-004	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	1	\$0.00	\$0.00
2023-0826-010	2023 Ford F150 Lightning, Battery Electric Vehicle (BEV), 4WD, PRO Trim Level, Crew Cab, 145in Wheelbase, 5.5ft bed, Dual eMotors, 98kWh Usable Capacity Standard Range High-Voltage Battery (targeted EPA-Estimated Range 230 miles), Mobile Power Cord (120V/240V), 8250# GVWR, 275/65R 18in All-Terrain Tires, Full-Size Spare Tire, Rear eLocking Axle, Class IV Hitch (W1E/110A/145WB/99L/44L/TTVS) -- THIS IS THE BASE VEHICLE -- Please refer to Vehicle Specification for complete description. 07/18/23: CUSTOMER MUST ORDER THE MOBILE POWER CHARGING CORD, NO LONGER STANDARD EQUIPMENT. See option # 2023-0826-009 to add option. Mobile Power Charging Cord (120V/240V) can be ordered through our parts department if desired.	1	\$0.00	\$0.00
2023-0826-016	Back-up Alarm System (85H)	1	\$154.00	\$154.00
2023-0826-017	Daytime Running Lights (DRL) (replaces on/off cluster controllable standard DRLs) (942)	1	\$48.00	\$48.00
2023-0826-018	Pro Power Onboard - 9.6 kW (479)	1	\$1,272.00	\$1,272.00
2023-0826-020	PRO Trim Level ONLY: Tow Technology Package (Includes Forward Sensing System, Pro Trailer Backup Assist, Trailer Brake Controller, Smart Trailer Tow Connection, Trailer Reverse Guidance) (If ordered w/ PRO Level, also inc. 360-Degree Camera, manual-folding sideview mirrors w/ power glass, heat, turn signal and LED sideview mirror spotlights) (23MY: #63X Smart Hitch and On-Board Scales have been removed from package due to commodity constraints, includes \$650 credit) (17V/63X)	1	\$1,378.00	\$1,378.00
2023-0826-022	Tailgate Step (inc. Tailgate Work Surface) (63T)	1	\$456.00	\$456.00
2023-0826-023	Smart Acceleration Truncation (181) (no charge)	1	\$0.00	\$0.00
2023-0826-025	Speed Limitation - 70 MPH governed top speed (41Y) (no charge)	1	\$0.00	\$0.00
2023-0826-212	Stock Vehicle Upcharge (Call dealer for availability before ordering) (DLR)	1	\$250.00	\$250.00
2023-0826-215	Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	\$135.00	\$135.00
2023-0826-216	Floor Mats, HD Rubber Molded, Rear (Weather Tech) (Ext/Crew Cabs) (DLR)	1	\$114.00	\$114.00
2023-0826-224	SPRAY-IN Bedliner (DLR)	1	\$540.00	\$540.00
2023-0826-301	AMBER PACKAGE - Mini Lightbar Package. (4) mPower 4in LED amber warning lights, installed (2) on front grill, (2) on rear of vehicle and 17in nRoads amber Mini-bar installed on roof of vehicle or cabguard. Wired to 8-button controller. (AL301)	1	\$2,094.00	\$2,094.00

Quote Totals

Total Vehicles:	1
Sub Total:	\$51,233.00
8.5 % Sales Tax:	\$4,354.81
Quote Total:	\$55,587.81

CARS standard specifications: <https://apps.des.wa.gov/CARS/VehicleSpecifications.aspx?id=2152>

From: [No Reply](#)
To: [CityClerk](#)
Subject: Public Comment Submission
Date: Sunday, January 21, 2024 1:05:35 PM

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

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

Commented on event: <https://anacorteswa.portal.civicclerk.com/event/1084/overview>
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: I am amazed at the number of fleet vehicles the City of Anacortes Parks Dept. possesses. Add to the cost of purchasing so many vehicles, the maintenance, gas and insurance and it's no wonder the city claims it doesn't have the funds to hire more police and fire personnel. So they pass the buck on to our property taxes, where residents were misled into thinking that was the only way to secure more 'safety' personnel. What a lie! And now they are purchasing a \$90,000 Electric Ford truck? WHAT FOR? Nothing is legitimate about this outrageous purchase. I have personally worked for a similar size (or smaller) city's parks department and we didn't need or have near the number of fleet that the Anacortes Park Dept has. I can't count the times I've seen ONE person driving a new truck around town. Double up, no need for every employee to have their own personal truck. An incredible amount of money is wasted along with adding to the carbon footprint each vehicle puts out in these times of climate change. Finances are misused in this city, with the residents paying for it all. deb call



City Council Agenda Bill

Meeting Date: January 22, **Agenda Item:** 5.e.
2024

Agenda Item Title: Contract Award: WWTP Annual Incinerator Emissions Testing
#24-049-SEW-001

Staff Contact(s): Andrew Rheume, Brian Walker

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
TIFFANY MATSON	Contract Award
TIFFANY MATSON	

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$49,193.00 to Elemental Air to perform the WWTP Annual Incinerator Emissions Testing for 2024.

Background:

1. **History:** Federal Regulations were promulgated in 2016 requiring annual emissions testing for all sewage sludge incinerators to verify compliance with new emissions limits and to establish operating limits.
2. **Key Terms:**
 - Contract is on a time and materials basis not-to-exceed \$49,193.00. Our regulations have stipulations that testing is to occur more frequently based on the previous test results. It is estimated the following tests may be needed depending on test results. This year the following tests are expected to be performed once due to previous year performance:
 - 1x Emissions Testing- \$32,923
 - 1x Dioxins & Furans Testing- \$7,953
 - 1x Mercury Testing- \$8,317
 - The period of performance is from inception through December 31, 2024.
3. **Competitive Bidding:** This work is considered a personal service and therefore not subject to any competitive bidding requirements.

Budget Impact:

Consultant	Elemental Air
------------	---------------

Contract Amount	\$49,193.00
BARS #	440.750.535.89.41
Budget Amendment Required?	No
Start Date	Inception
End Date	12/31/24

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 24-049-SEW-001 with Elemental Air in the amount of \$49,193.00 to perform the WWTP Annual Incinerator Emissions Testing.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 24-049-SEW-001



AGREEMENT #24-049-SEW-001

Between THE CITY OF ANACORTES AND ELEMENTAL AIR

WWTP Annual Incinerator Emissions Testing

This Agreement, hereinafter referred to as "Agreement", is made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Elemental Air, hereinafter referred to as the "Consultant".

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

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

1. **Scope of Work.** Under this Agreement, the Contractor will provide the annual incinerator emissions testing for the City of Anacortes Wastewater Treatment Plant (WWTP), 500 T Ave, Anacortes, WA 98221. Contractor will conduct Environmental Protection Agency (EPA) and Northwest Clean Air Agency (NWCAA) approved testing methodologies as detailed in Exhibit A Scope of Work, which is hereby incorporated by reference and made a part hereof. Work shall be scheduled in advance with the Project Manager, Brian Walker or designee.

2. **Price and Payment Terms.** The services provided under this Agreement shall be on a time and materials basis not-to-exceed **Forty-Nine Thousand One Hundred Ninety-Three Dollars (\$49,193.00)**. The estimated cost per service is detailed in Exhibit A.

3. **Period of Performance.** The period of performance under this Agreement is from inception through December 31, 2024.

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

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

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

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

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

6. **Invoicing.** All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Project Manager Name, **Agreement Number**, Agreement Price, amount requested per invoice and cumulative invoiced amount. The Consultant must allow 30 calendar days from receipt of the invoice for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by

email to accountspayable@cityofanacortes.org. The City shall notify the Consultant within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Consultant shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

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

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

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

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

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

12. General and Professional Liability Insurance.

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

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

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

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

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

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

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

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

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

Verification of coverage shall include:

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

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

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

J. City Full Availability of Consultant Limits: If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the

Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

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

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

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

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

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

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

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

20. **Right to Terminate Agreement.**

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

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

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

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

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

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

25. **Disputes**

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

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

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

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

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

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

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

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

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

31. **Notices.** Receipt of any notice shall be deemed effective three days after deposit of written notice in the U.S. mail, with proper postage and properly addressed. Notices shall be sent to the following addresses:

CITY:

City of Anacortes
Tiffany Matson
904 6th Street
PO Box 547
Anacortes, WA 98221

CONSULTANT:

Elemental Air
Brian Durkop
11116 117th PI NE
Kirkland, WA 98033

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

CITY OF ANACORTES

ELEMENTAL AIR

By _____

By _____

Date _____

Title _____

Date _____

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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



January 5, 2024

City of Anacortes
Wastewater Treatment Plant
500 T Avenue
Anacortes, WA 98221

Proposal #E24003

Regarding:

***Compliance Emissions Performance Test, Visible Emissions, RATA & Fugitive Ash Emissions Test Quote
Mercury Module Addition***

Elemental Air is pleased to submit the following proposal to provide air emission testing services located at the City of Anacortes Wastewater Treatment Plant in Anacortes, WA. Elemental Air will conduct Environmental Protection Agency (EPA) and Northwest Clean Air Agency (NWCAA) approved testing methodologies. This proposal defines the tasks to be performed, procedures to be utilized, and relevant capabilities and experience for this project.

1.0 Summary of Key Features

The proposed schedule for this project incorporates setup and all testing required on the fluidized bed incinerator. No deviations from required EPA methods are required.

Elemental Air will set up and conduct the required 40 CFR 62 Subpart LLL annual compliance, visible emission, and fugitive emission testing over several days. The RATA will also be performed concurrently on the day of 40 CFR Subpart O particulate matter testing.

Inlet and outlet EPA Method 30B Mercury efficiency determination will be conducted on the mercury modules either on a quarterly basis and/or during the annual compliance testing.

We will work constantly with City personnel to ensure a smooth testing operation as well as to determine approved fugitive emission testing periods for the ash removal system.

2.0 Proposal Response

Testing Methodology

The methods are incorporated by reference in the Code of Federal Regulations, Title 40, Part 60 testing methodologies. The test methods to be utilized during this project are defined as follows:

Fluidized Bed Incinerator

Method #	Method Description	Abbreviation
1	Determination of Sample Points	Points
2	Determination of Velocity and Volumetric Flow	Flow
3A	Determination of Oxygen and Carbon Dioxide	CO ₂
4	Determination of Moisture Content	H ₂ O
5*	Determination of Total Particulate Matter	TSP
6C	Determination of Sulfur Dioxide	SO ₂
7E	Determination of Nitrogen Oxides	NO _x
9	Determination of Visible Emissions	VE
10	Determination of Carbon Monoxide	CO

22	Determination of Fugitive Emissions	FE
23	Determination of Dioxin/Furans	Dioxin
26A*	Determination of Hydrogen Chloride	HCl
29	Determination of Metals Emissions	Metals

*Method 26A HCl testing and Method 5 PM testing will be combined.

Mercury Module

Method #	Method Description	Abbreviation
30B	Determination of Mercury	Mercury

Scope of Work

The goal of this project is to conduct 40 CFR 62 Subpart LLL and 40 CFR Subpart O compliance testing, visible and fugitive emissions, and a RATA on the fluidized bed incinerator. In addition, Mercury will be determined at the inlet and outlet to the mercury modules.

Elemental Air will provide all the necessary equipment and personnel to conduct the proposed testing. The following items are included in the proposed costs.

- Field data reduction and preparation of compliance and RATA test reports.
- All necessary equipment, chemicals, gases, etc to complete this project.
- Safety equipment (hard hats, safety glasses, steel toed boots).
- Initial test plan, notification, and submittal
- Electronic copy of each test report.
- Two bound, printed copies of each test report.

Elemental Air requests the following be provided by the City of Anacortes during each mobilization in order to complete this project.

- Safe access to the sample location (harnesses and lifeline provided by Elemental Air).
- Operation records during each test run.
- 1 – 220V power at the sample location for the test trailer
- 2-120V power outlets at the sample location.
- Coordination between test crew and operations to achieve the correct test parameters.

3.0 Compliance, RATA, and Mercury Module Costs

Bid Basis and Assumptions

- Each bid provided is based on a proposed test schedule outlined in the following section. There may be on-site facility caused factors that require longer test schedules, changes to the test schedule, or delays and additional mobilizations which may incur additional charges upon approval of the client.
- The proposed 3.1 Compliance Testing, Mercury Module, and RATA cost includes all compliance, visible emissions, fugitive emission and RATA testing, lab analyses, labor, and reports.
- Audit samples are not required at the time of this proposal and will not be conducted.

Compliance Testing, Hg Mod, and RATA (Not Including Dioxin/Furans)	\$32,923.00
Add Dioxin/Furans with Compliance	\$7,953.00
Mercury Module Testing	\$8,317.00

40 CFR 62 Subpart LLL & 40 CFR Subpart O Compliance Testing:

Test Parameters:		Reporting Parameters:
TSP		gr/kg dry sludge
		mg/dscm@7%O ₂
		gr/dscf@7%O ₂
		lbs/dry ton@7%O ₂
Dioxin		ng/dscm7%O ₂
HCl		ppm@7%O ₂
Metals		µg/dscm, mg/dscm
		mg/min, gr/24hr period
H ₂ O, O ₂ , CO ₂		%
NO _x , CO, SO ₂		ppm@7%O ₂
FE, VE		%
Length of Runs:		
	HCl	90 minutes
	TSP	60, 90 minutes
	Metals	120 minutes
	Dioxin	180 minutes
	NO _x , CO, SO ₂	90 minutes
	O ₂ , CO ₂	90 minutes
	FE	60 minutes
	VE	60 minutes
Number of Runs:		
	HCl	3
	TSP	6
	Metals	6
	Dioxin	3
	NO _x , CO, SO ₂	3
	O ₂ , CO ₂	3
	FE, VE	3

Mercury Module Testing:

Test Parameters:		Reporting Parameters:
Mercury		ug/dscm
SO ₂		ppm
Length of Runs:	Mercury	30-60 minutes
Number of Runs:		
	Mercury Inlet	2
	Mercury Outlet	2
	<i>Note: Includes On-Site Analysis</i>	

RATA Testing:

Test Parameters:		Reporting Parameters:
O ₂		%
CO		ppm
Length of Runs:		
	CO	21 minutes
	O ₂	21 minutes

Number of Runs:	CO	9-12
	O ₂	9-12

Compliance Combined Schedule:

Number of Mobilizations:	1	
Number of Personnel:	3	
Number of Test Days:	3	
Proposal Schedule:	Day 1	Setup & Mercury Module Testing
	Day 2	40 CFR 62 Subpart LLL Compliance Testing
	Day 3	40 CFR 62 Subpart LLL Compliance Testing
	Day 4	40 CFR Subpart O Compliance Testing RATA Testing

Mercury Module Schedule:

Number of Mobilizations:	1	
Number of Personnel:	2	
Number of Test Days:	1	
Proposal Schedule:	Day 1	Setup & Mercury Module Testing

4.0 General

We appreciate the opportunity to present the City of Anacortes Wastewater Treatment Plant with this bid. If you have any questions, please feel free to call me at (425) 803-3275 or (425) 802-0794 Cell. Elemental Air thanks you for your consideration and we look forward to working with you.

Sincerely,



Brian Durkop, QSTI
CEO

Appendix A - Itemized Cost List

Fixed Quote Delay/Additional Testing Charges

In the event of plant related delays or additions to the scope of work the following rates will be used if a contract modification is first fully executed as detailed in Article 21 of the Contract:

Hourly Delays

Number of Personnel at the site x \$90/Hour

Daily Delays

Number of Personnel at the site x \$90 x Eight (8) Hours

+

Number of Personnel at the site x \$260 (Living Expenses)

+

\$1,000 Equipment Fees

Additional Test Days

Additional test days will be calculated the same as a delay day plus the cost of analysis and supplies

Time and Materials Rates/Additional Testing Charges

Parameter and Rate	
Principle	\$100/hr
Project Manager	\$90/hr
Testing Supervisor	\$75/hr
Engineering	\$75/hr
Technician III	\$65/hr
Technician II	\$60/hr
Technician I	\$55/hr
Information Systems	\$60/hr
Administration	\$65/hr
Printed Copy of Report	\$100/report
Per Diem (Hotel, Car, Food)	Current GSA Rates
Supplies or Equipments Supplied by Elemental Air	Cost
Mileage*	Current IRS Rates

Terms and Conditions:

A minimum of eight (8) hours will be billed for any on-site work required during the project. All fixed cost (Labor, Living Expenses) for delays incurred due to severe weather will be shared by the buyer and Elemental Air equally as long as a contract modification is fully executed as detailed in Article 21 of the Contract. Delays solely the cause of Elemental Air shall not incur additional costs to the buyer. Operational delays caused by the plant will be billed at the above delay rates as long as a contract modification is fully executed as detailed in Article 21 of the Contract. Hourly rates are based on a standard eight (8) hour workday between 8:00 AM to 5:00 PM, Monday through Friday, local time. All hours in excess or outside of the eight (8) hour period and those worked on Saturday, including travel, are charged at 1.5 times the above-listed rates. Holiday rates shall be two (2) times the above listed rates.

Report Delivery Schedule:

Turnaround time for the test report drafts is 21-28 days upon completion of the testing portion of the project. If an expedited report is requested, all necessary expedited charges to include lab rush fee will be agreed upon in the project cost. Process data for inclusion in the report is required within 16 days of the testing portion of the project. Failure to provide the required process data may delay the report beyond the 21-28 days and void any obligation to meet state required deadlines. All efforts will be made to meet all applicable deadlines in any event and may require additional fees if incomplete submissions of the report are made to meet the required deadlines. ERT Reporting will be submitted on behalf of the City of Anacortes with approval, within 60 days.

Appendix B - Test Method Procedures

1.0 Determination of Sample Point Locations

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Method 1

Stack Dimensions

Number of Ports:	2
Diameter:	12 inches
Port Depth:	4 inches
Distance Upstream of Ports:	42 inches
Distance Downstream of Ports:	100 inches
Total Number of Points:	8
Number of Points per Port:	4

Point Dimensions (includes port nipple)

Point 1	4.80	inches
Point 2	7.00	inches
Point 3	13.00	inches
Point 4	15.20	inches

2.0 Determination of Velocity and Volumetric Flow

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Method 2

Measurement System

A combination Stausscheibe (Type S) pitot tube and type K thermocouple will be used to measure duct velocity head and temperature. The pitot tube is connected via flexible tubing to an inclined manometer. The thermocouple is connected to a digital potentiometer.

Measurement Procedure

Subsequent to sampling, traverse points are selected based on Method 1 requirements. The locations of the traverse points will be presented in Section 1.0 and the reduced field data sheets. A traverse of the stack is performed to determine stack velocity head, temperature distributions, cyclonic flow, and stack static pressure.

Calculations

Method 2 - Stack Absolute Pressure

$$P_s = P_{\text{Barometric}} + \left(\frac{P_{sg}}{13.6} \right)$$

P_s = Stack absolute pressure, inHg
 P_{bar} = Barometric pressure, inHg
 P_{sg} = Stack static pressure, IWG

Method 2 - Stack Velocity

$$v_s = K_p C_p (\sqrt{\Delta P})_{avg} \sqrt{\frac{T_{s(avg)}}{P_s M_s}}$$

v_s = Stack velocity, ft/sec
 ΔP = Average velocity head, in H₂O
 C_p = Pitot tube coefficient, dimensionless
 T_s = Stack absolute temperature, °R
 P_s = Stack absolute pressure, inHg
 M_s = Molecular weight of stack gas, wet basis, lb/lb-mole
 K_p = Pitot tube constant, 85.49

Method 2 - Stack Volumetric Flow Rate (actual)

$$Q = v_s * A_s * 60$$

Q = Wet stack gas flow rate at actual conditions, WACFM
 v_s = Stack velocity, ft/sec
 A_s = Stack area, ft²

Method 2 - Stack Volumetric Flow Rate (wet - Std)

$$Q_{ws} = Q * \frac{T_{std}}{T_s} * \frac{P_s}{P_{std}}$$

Q_{ws} = Wet stack gas flow rate at standard conditions, WSCFM
 T_{std} = Standard absolute temperature, 528 °R
 T_s = Stack absolute temperature, °R
 P_s = Stack absolute pressure, inHg
 P_{std} = Standard absolute pressure, 29.92 inHg

Method 2 - Stack Volumetric Flow Rate (dry - Std)

$$Q_{sd} = Q * (1 - B_{ws}) * \frac{T_{std}}{T_s} * \frac{P_s}{P_{std}}$$

Q_{sd}	= Dry stack gas flow rate at standard conditions, DSCFM
Q	= Wet stack gas flow rate at actual conditions, WACFM
B_{ws}	= Flue gas moisture content, proportion by volume, dimensionless
T_{std}	= Standard absolute temperature, 528 °R
T_s	= Stack absolute temperature, °R
P_s	= Stack absolute pressure, inHg
P_{std}	= Standard absolute pressure, 29.92 inHg

3.0 Determination of Molecular Weight and Moisture Content

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Methods 3 and 4

Sampling System

A stainless steel probe is connected to the impinger train, which consists of a set of pre-weighed impingers connected in series and immersed in an ice bath. The impinger train is followed in series by a carbon vane pump, a dry test meter, and a calibrated orifice connected to an inclined manometer. A Tedlar bag may be used to collect an integrated Method 3 sample.

Measurement Procedure

Prior to sampling, a leak check is performed and the leak rate, time, and vacuum are recorded on the stack test data sheet. Following the leak check, the sample probe is inserted into the stack and the pump turned on. The sample time is calculated based on a minimum sample volume of 21 cubic feet and a sample rate of 0.75 cubic feet per minute. At the conclusion of sampling, a final leak check is performed and recorded on the data sheet.

Calculations

Method 3 - Flue Gas Molecular Weight (dry)

$$M_d = (.44 \% CO_2 + .32 \% O_2 + .28 (\% N_2 + \% CO))$$

M_d = Molecular weight of flue gas (dry), lb/lb-mole

Method 3 - Flue Gas Molecular Weight (wet)

$$M_w = (.44 \% CO_2 + .32 \% O_2 + .28 (\% N_2 + \% CO)) \left(1 - \frac{\% H_2O}{100} \right) + .18 \% H_2O$$

M_w = Molecular weight of flue gas (wet), lb/lb-mole

Method 3 - Flue Gas Molecular Weight (wet)

$$M_w = M_d (1 - B_{ws}) + 18.0 B_{ws}$$

M_w = Molecular weight of flue gas (wet), lb/lb-mole
 M_d = Molecular weight of flue gas (dry), lb/lb-mole
 B_{ws} = Flue gas moisture content, proportion by volume, dimensionless

Method 4 - Flue Gas Moisture Content

$$B_{ws} = \frac{V_{wc (std)}}{(V_{m (std)} + V_{wc (std)})}$$

B_{ws} = Flue gas moisture content, proportion by volume, dimensionless
 $V_{wc (std)}$ = Volume of water vapor at standard conditions, SCF
 $V_{m (std)}$ = Dry meter volume at standard conditions, DSCF

Method 4 - Volume of Water Vapor (Std)

$$V_{wc (std)} = 0.04715 V_{lc}$$

$V_{wc (std)}$ = Volume of water vapor at standard conditions, SCF
 V_{lc} = Volume of liquid collected in the impingers, mL

4.0 Determination of Particulate Matter

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Methods 1-5

Sampling System

A curved sample nozzle is connected via a "Swage-Lok" fitting to a heated probe liner. The probe liner is attached to a heated glass filter holder containing a glass fiber filter. The exit to the filter holder is connected to the impinger train, which consists of a set of pre-weighed impingers connected in series and immersed in an ice bath. The impinger train is followed in series by a carbon vane pump, a dry test meter, and a calibrated orifice connected to an inclined manometer. A Tedlar bag may be used to collect an integrated Method 3 sample. Type K thermocouples are used to measure the following temperatures: probe heater, filter heater, impinger outlet, and dry test meter inlet and outlet.

A combination Stausscheibe (Type S) pitot tube and type K thermocouple are used to measure duct velocity head and temperature. The pitot tube is connected via flexible tubing to an inclined manometer. The thermocouple is connected to a digital potentiometer.

Sampling Procedure

Prior to sampling, traverse points are selected based on Method 1 requirements. The locations of the traverse points are presented in the reduced field data sheets. A preliminary traverse of the stack is performed to determine stack velocity head, temperature distributions, cyclonic flow, and stack static pressure. If necessary, preliminary runs by Methods 3 and 4 are performed to determine duct moisture and fixed gas content. Based on this information, a sample nozzle of appropriate inside diameter is selected, and the impinger train charged. Sample time per traverse point is estimated in order that a minimum of 60 dscf of sample will be collected.

The apparatus is assembled as completely as possible in the staging area and transported to the sample site. By sealing all openings with aluminum foil, potential contamination of the sample train is prevented. Once in the sampling area, the probe and filter heaters are brought to temperatures of $248 \pm 25^\circ\text{F}$, and the

apparatus is leak checked. Upon successful completion of the leak check, the initial dry test meter reading is recorded, and the probe inserted at the first traverse point.

The stack temperature, dry test meter temperature, and the velocity head across the pitot is measured and recorded on the data sheet. The isokinetic sampling rate in terms of pressure drop across the calibrated orifice is calculated and recorded on the data sheet. The pump and timer are turned on, and the sample rate adjusted to correspond to the calculated isokinetic rate. Once the sample rate is set, the following data is recorded:

- Dry Gas Meter Volume
- Dry test meter outlet temperature
- Sample vacuum
- Probe heater temperature
- Filter heater temperature
- Impinger outlet temperature

At the end of the sample time for the first point, the probe is moved to the next point, and the measurements, calculations and recording of data is repeated. Upon completion of sampling from a port, the pump is turned off and the dry test meter reading recorded. The probe is removed from the stack and placed in the next sample port. The previously described procedure is repeated for each sample port.

When the sample run is completed, the final dry test meter reading is recorded, and the probe removed from the port. A post-test leak check is performed at a vacuum higher than the highest sample vacuum measured during the sample run. The final leak rate is recorded on the data sheet. The sample train is sealed from contamination and transported to the staging area for recovery.

Sample Recovery

Sample is recovered in two fractions: front half and back half. The front half fraction consists of the filter itself, as well as acetone rinses and brushings of: the nozzle, the probe liner; and the front half of the filter holder. The filter is recovered to a labeled petri dish made of glass or plastic. Acetone rinses are recovered to a labeled, clean polyethylene bottle. The liquid level in the polyethylene bottle is marked upon completion of recovery.

Prior to recovery of the back half fraction, the exterior of each impinger is cleaned and dried, and the net weight gain of each is determined to the nearest 0.1 gram. The back half fraction consists of the liquid impinger catch and rinses of the impingers and all connecting glassware. Glassware rinses are recovered to a clean, labeled polyethylene or glass bottle. The liquid level of the bottle is marked upon completion of recovery.

At the conclusion of each day of sampling, reagent and recovery solvent blanks are collected into the same types of containers as are used for sample recovery. The blank containers are clearly labeled, and the liquid levels marked.

Analytical Procedure

Prior to analysis, back half fraction and blanks are checked for liquid loss, and the liquid volume of each sample bottle determined. The back half fraction is extracted with methylene chloride or chloroform/ether and analyzed gravimetrically. Each sample is extracted three times with 125 ml of methylene chloride in a separatory funnel. After each extraction, the organic (solvent) fraction is decanted. The organic (solvent) and aqueous (water) fractions are placed in individual tared beakers. The organic fraction is evaporated at ambient temperature and pressure, while the aqueous fraction is evaporated at just below the boiling point. After evaporation, the beakers are desiccated for 24 hours, and weighed until consecutive weightings agree to within 0.5 mg.

Calculations

Method 5 - Area Nozzle

$$A_n = \pi r^2$$

A_n = Area of the sample nozzle, ft²

r = Radius of the nozzle, ft

V_{lc} = Volume of liquid collected in the impingers, mL

Method 5 - Volume of Sample Collected (Std)

$$V_{m (std)} = 17.64 V_m Y \left(\frac{P_{barometric} + \frac{\Delta H}{13.6}}{T_m} \right)$$

$V_{m (std)}$ = Dry meter volume at standard conditions, DSCF

V_m = Dry meter volume uncorrected, DCF

Y = Meter calibration coefficient

P_{bar} = Barometric pressure, inHg

ΔH = Orifice pressure differential, IWG

T_m = Meter temperature, °R

17.64 = °R/inHg

Method 5 - Percent of Isokinetic Sampling

$$I = \frac{100 T_s [K_3 V_{lc} + (V_m Y / T_m)(P_{barometric} + \Delta H / 13.6)]}{60 \theta v_s P_s A_n}$$

I = % Isokinetics

T_s = Absolute average stack gas temperature, °R

K_3 = 0.002669 inHg-ft³/mL-°R

V_m = Volume of gas sample as measured by the dry gas meter, DCF

Y = Dry gas meter calibration factor

V_{lc} = Volume of liquid collected in the impingers, mL

θ = Sample time, minutes

P_{bar} = Barometric pressure at the sampling site, inHg

ΔH = Average pressure differential across the orifice meter, in H₂O

v_s = Stack velocity, ft/sec

P_s = Stack absolute pressure, inHg

A_n = Cross sectional area of nozzle, ft²

T_m = Absolute average dry gas meter temperature, °R

Method 5 - Particulate Emission Rate (grains)

$$C_s = 0.01543 \left(\frac{M_n}{V_{m(std)}} \right)$$

C_s = Grains per dry standard cubic foot
 M_n = Mass of collected particulate, mg
 $V_{m(std)}$ = Dry meter volume at standard conditions, DSCF

Method 5 - Particulate Emission Rate (lbs)

$$E = C_s * Q_{sd} * \frac{60 \text{ min/hr}}{7000 \text{ gr/lb}}$$

E = Pounds per hour, particulates
 C_s = Particulate grain loading, gr/DSCF
 Q_{sd} = Dry stack gas flow rate at standard conditions, DSCFM

5.0 Determination of Multiple Metals

REF: Code of Federal Regulations, Title 40, Part 60, Method 29

Sampling System

A curved sample nozzle is connected via a "Swage-Lok" fitting to a heated glass probe liner. The probe liner is attached to a heated glass filter holder containing a glass fiber filter. The exit to the filter holder is connected to the impinger train which consists of a set of pre-weighed impingers connected in series and immersed in an ice bath. The impinger train is followed in series by a carbon vane pump, a dry test meter, and a calibrated orifice connected to an inclined manometer. A Tedlar bag may be used to collect an integrated Method 3 or 3A sample. Type K thermocouples are used to measure the following temperatures: probe heater, filter heater, impinger outlet, and dry test meter inlet and outlet.

A combination Stausscheibe (Type S) pitot tube and type K thermocouple are used to measure duct velocity head and temperature. The pitot tube is connected via flexible tubing to an inclined manometer. The thermocouple is connected to a digital potentiometer.

Sampling Procedure

Prior to sampling, traverse points are selected based on Method 1 requirements. The locations of the traverse points are presented in the reduced field data sheets. A preliminary traverse of the stack is performed to determine stack velocity head, temperature distributions, cyclonic flow, and stack static pressure. If necessary, preliminary runs by Methods 3 and 4 are performed to determine duct moisture and fixed gas content. Based on this information, a sample nozzle of appropriate inside diameter is selected, and the impinger train charged. Sample time per traverse point is estimated in order to collect the minimum dscf of sample.

The apparatus is assembled as completely as possible in the staging area and transported to the sample site. Potential contamination of the sample train was prevented by sealing all openings. Once in the sampling area, the probe and filter heaters were brought to temperatures of $248 \pm 25^{\circ}\text{F}$, and the apparatus is leak checked. Upon successful completion of the leak check, the initial dry test meter reading is recorded, and the probe inserted at the first traverse point.

The stack temperature, dry test meter temperature, and the velocity head across the pitot is measured and recorded on the data sheet. The isokinetic sampling rate in terms of pressure drop across the calibrated orifice is calculated and recorded on the data sheet. The pump and timer are turned on, and the sample rate adjusted to correspond to the calculated isokinetic rate. Once the sample rate is set, the following data is recorded:

- Dry Gas Meter Volume
- Dry test meter outlet temperature
- Sample vacuum
- Probe heater temperature
- Filter heater temperature
- Impinger outlet temperature

At the end of the sample time for the first point, the probe is moved to the next point, and the measurements, calculations and recording of data was repeated. Upon completion of sampling from a port, the pump is turned off and the dry test meter reading recorded. The probe is removed from the stack, and placed in the next sample port. The previously described procedure is repeated for each sample port.

When the sample run is completed, the final dry test meter reading is recorded and the probe removed from the port. A post-test leak check is performed at a vacuum higher than the highest sample vacuum measured during the sample run. The final leak rate is recorded on the data sheet. The sample train is sealed from contamination and transported to the staging area for recovery.

Sample Recovery

Sample is recovered as follows: The filter is recovered to a petri dish labeled container number 1. The nozzle, probe, and front half of the filter holder are rinsed 3 times with 0.1N HNO₃ and added to container number 2. The back half of the filter holder and impingers 1 and 2 are recovered and rinsed with 0.1N HNO₃ into container 3. Impinger 3 is rinsed with 0.1N HNO₃ and added to container number 4. Impingers 4 and 5 are rinsed with 10% H₂SO₄ / 4%KMNO₄ followed by rinses with 0.1N HNO₃ and added to container number 5. All samples are recovered to a labeled, clean bottle. The liquid level in the bottle is marked upon completion of recovery. All samples are shipped to the laboratory for analysis in a cooler containing ice.

Prior to recovery of the impinger fractions, the exterior of each impinger is cleaned and dried, and the net weight gain of each is determined to the nearest 0.1 gram for the moisture calculation.

Method field blanks are prepared using the same reagents and using the same recovery for the test samples. The blank containers are clearly labeled, and the liquid levels marked.

Analytical Procedure

The results of this analysis will be presented both in the calculated field data and on the field data sheets. Prior to analysis, the samples are checked for liquid loss. The procedures used to perform the analysis follow EPA Method 29 requirements. The laboratory results and quality control will be provided in Appendix D of the report.

Methods 29 - Metals Concentration

$$C_{ug / dscm} = Hg / V_{m(std)}$$

$C_{ug/dscm}$ = Concentration of metal, ug/dscm

Hg = Total metal in sample, ug

$V_{m(std)}$ = Volume of gas sample collected and corrected to standard conditions, dscm

Methods 29 - Metals Concentration

$$C_{ug / dscm@7\%O_2} = C_{ug / dscm} * (13.9 / (20.9 - O_2))$$

C = Concentration of metal, ug/dscm @ 7% O_2

$C_{ug/dscm}$ = Concentration of metal, ug/dscm

O_2 = Oxygen percent measure in duct, %

6.0 Determination of Dioxin/Furans

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Methods 2-4, 23

Sampling System

A curved sample nozzle is connected via a "Swage-Lok" fitting to a heated probe liner. The probe liner is attached to a heated glass filter holder containing a pre-screened glass fiber filter. The exit to the filter holder is connected to the condenser followed by the XAD-2 resin trap. The XAD-2 resin trap is connecting directly to the impinger train, which consists of a set of pre-weighed impingers connected in series and immersed in an ice bath. The impinger train is followed in series by a carbon vane pump, a dry test meter, and a calibrated orifice connected to an inclined manometer. A Tedlar bag is used to collect an integrated Method 3 sample, in addition, a portable O_2 monitor was used to measure the oxygen content at each point for the 7% O_2 correction. Type K thermocouples are used to measure the following temperatures: probe heater, filter heater, impinger outlet, and dry test meter inlet and outlet.

A combination Stausscheibe (Type S) pitot tube and type K thermocouple are used to measure duct velocity head and temperature. The pitot tube is connected via flexible tubing to an inclined manometer. The thermocouple is connected to a digital potentiometer.

Sampling Procedure

Prior to sampling, traverse points are selected based on Method 1 requirements. The locations of the traverse points are presented in the reduced field data sheets. A preliminary traverse of the stack is performed to determine stack velocity head, temperature distributions, cyclonic flow, and stack static pressure. If necessary, preliminary runs by Methods 3 and 4 are performed to determine duct moisture and fixed gas content. Based on this information, a sample nozzle of appropriate inside diameter is selected, and the impinger train charged. Sample time per traverse point is estimated in order to collect the minimum dscf of sample.

The apparatus is assembled as completely as possible in the staging area and transported to the sample site. Sealing all openings with hexane rinsed aluminum foil prevent potential contamination of the sample train. Once in the sampling area, the probe and filter heaters are brought to temperatures of $248 \pm 25^\circ F$, and the apparatus is leak checked. Upon successful completion of the leak check, the initial dry test meter reading is recorded, and the probe inserted at the first traverse point.

The stack temperature, dry test meter temperature, and the velocity head across the pitot is measured and recorded on the data sheet. The isokinetic sampling rate in terms of pressure drop across the calibrated orifice is calculated and recorded on the data sheet. The pump and timer are turned on, and

the sample rate adjusted to correspond to the calculated isokinetic rate. Once the sample rate is set, the following data is recorded:

- Dry Gas Meter Volume
- Dry test meter outlet temperature
- Sample vacuum
- Probe heater temperature
- Filter heater temperature
- Impinger outlet temperature

At the end of the sample time for the first point, the probe is moved to the next point, and the measurements, calculations and recording of data are repeated. Upon completion of sampling from a port, the pump is turned off and the dry test meter reading recorded. The probe is removed from the stack, and placed in the next sample port. The previously described procedure is repeated for each sample port.

When the sample run is completed, the final dry test meter reading is recorded and the probe removed from the port. A post-test leak check is performed at a vacuum higher than the highest sample vacuum measured during the sample run. The final leak rate is recorded on the data sheet. The sample train is sealed from contamination and transported to the staging area for recovery.

Sample Recovery

Sample is recovered as follows: The filter is recovered to a labeled petri dish made of glass and labeled container number 1. The nozzle, probe, front half and back half of the filter holder, and the condenser are rinsed 3 times with acetone and methylene chloride and added to container number 2. The same procedure for container number 2 is followed using toluene as the rinse solvent and added to container number 3. All samples are recovered to a labeled, clean amber glass bottle. The liquid level in the bottle is marked upon completion of recovery. The XAD-2 resin trap is sealed and labeled container number 4. All samples are shipped to the laboratory for analysis in a cooler containing ice.

Prior to recovery of the impinger fraction, the exterior of each impinger is cleaned and dried, and the net weight gain of each is determined to the nearest 0.1 gram. The impinger fraction consists of the liquid impinger catch and rinses of the impingers. The impinger catch is recovered and stored for later analysis in the event that break-through is discovered from the trap. The liquid level of the bottle is marked upon completion of recovery.

A field blank is prepared using the same reagents and using the same recovery for the test samples. The blank containers are clearly labeled, and the liquid levels marked.

Analytical Procedure

Prior to analysis, the samples are checked for liquid loss. The procedures used to perform the analysis followed EPA Method 23 requirements. The laboratory results and Quality Control are provided in Appendix D of the report.

7.0 Determination of Hydrogen Chloride

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Methods 26A

Sampling System

A heated glass probe liner is attached to a heated glass filter holder containing a teflon mat filter. The exit to the filter holder is connected to the impinger train, which consists of a set of impingers containing 0.1 N H₂SO₄ connected in series and immersed in an ice bath. The impinger train is followed in series by a

pump and dry test meter. A Tedlar bag may be used to collect an integrated Method 3 sample. Type K thermocouples are used to measure the following temperatures: probe heater, filter heater, impinger outlet, and dry test meter inlet and outlet. The thermocouple is connected to a digital potentiometer.

Sampling Procedure

The sample time of 60 minutes at approximately 0.75 acf per minute is selected. The apparatus is assembled as completely as possible in the staging area and transported to the sample site. Sealing all openings with aluminum foil prevents potential contamination of the sample train. Once in the sampling area, the probe and filter heaters are brought to temperatures of $248 \pm 25^\circ\text{F}$, and the apparatus is leak checked. Upon successful completion of the leak check the probe is inserted at the sample point. The sample probe and filter are then conditioned for 5 minutes prior to sampling by drawing flue gas through the probe and filter bypassing the impingers. Upon completion of the purge, the initial dry test meter reading is recorded.

The pump and timer are turned on and the sample rate adjusted to 0.75 acf per minute. Once the sample rate was set, the following data is recorded:

- Dry Gas Meter Volume
- Dry Gas Meter inlet temperature
- Dry Gas Meter outlet temperature
- Probe heater temperature
- Filter heater temperature
- Impinger outlet temperature

When the sample run is completed, the final dry test meter reading is recorded and the probe removed from the port. A post-test leak check is performed at a vacuum higher than the highest sample vacuum measured during the sample run. The final leak rate is recorded on the data sheet. The sample train is then recovered.

Sample Recovery

Each impinger's content and rinses are recovered into a clean sample bottle and clearly labeled and liquid levels marked. Reagents blanks are collected into the same types of sample containers as were used for the sample recovery. The blank containers are clearly labeled, and the liquid levels marked.

Analytical Procedure

The Method 3A sample is analyzed in the field with the CEMS. The results of this analysis are presented in the calculated field data.

Prior to analysis, the samples are checked for liquid loss. The procedures used to perform the analysis followed EPA Method 26 requirements. The laboratory results and quality control are provided in Appendix D of the report.

Calculations

Methods 26 - Volume of Sample Collected (Std)

$$V_{m(\text{std})} = 17.64 V_m Y \left(\frac{P_{\text{barometric}} + \frac{\Delta H}{13.6}}{T_m} \right)$$

$V_m (std)$ = Dry meter volume at standard conditions, DSCF
 V_m = Dry meter volume uncorrected, DCF
 Y = Meter calibration coefficient
 P_{bar} = Barometric pressure, inHg
 DH = Orifice pressure differential, IWG
 T_m = Meter temperature, °R
 17.64 = °R/inHg

Method 26 - Hydrogen Chloride Per Sample

$$C_{ug / sample} = V_s * (C_s - C_b)$$

$C_{ug/sample}$ = Concentration of Hydrogen Chloride, ug/sample
 V_s = Volume of sample, ml
 C_s = Concentration of sample, ug/ml
 C_b = Concentration of blank, ug/ml

Method 26 - Hydrogen Chloride Concentration

$$C_{ppm} = ((C_{ug / sample} * E10^{-6} * 0.0022 / 36.46 * 10.91048) / V_m) * E10_6$$

C_{ppm} = Hydrogen Chloride Concentration, ppm
 $C_{ug/sample}$ = Total Hydrogen Chloride per sample, ug/sample
 V_m = Dry meter volume, dscm

8.0 Determination of Gaseous Emissions

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Methods 3A, 6C, 7E, 10

Sampling System

A sintered metal filter is connected via a "Swage-Lok" fitting to a heated stainless steel probe. The probe is attached to a heated Teflon sample line maintained at 250 °F followed by a sample conditioning system to remove moisture. The dry conditioned sample is transported under pressure via a Teflon sample line to the sample manifold by a Teflon lined diaphragm pump. The sample manifold maintains the proper sample pressure to each analyzer

Calibration Procedure

Once the analyzer has a sufficient warm up period and after all adjustments to the analyzer are complete, a local calibration error check is completed. The local calibration error check consists of introducing calibration gas directly into the analyzer. These calibrations are performed using three calibration gases: a zero gas (nitrogen); a mid range gas (40% to 60% of the analyzer range); and a high range gas (100% of the analyzer range). All upscale calibration gases are NIST Traceable to 1% (Protocol 1). The analyzer response must be within 2% of the analyzer range or the calibration procedure is repeated. This procedure is completed at the beginning and at the end of the sampling day or when adjustments to the analyzers are necessary.

Following the local calibration error procedures, the system bias check is completed. The system bias consists of introducing an upscale and zero gas into the sample probe tip allowing the entire system to be evaluated. The upscale gas is selected based on the value that is closest to the expected concentration. The system bias check must be within 5% of the analyzer range or the entire calibration procedure is

repeated and the test run thrown out. The system calibration procedure is completed before and after each test period.

The pre and post system bias is used to calculate the analyzer drift over the test period. If the difference exceeded 3% of the analyzer range the calibration procedure is repeated.

Sampling Procedure

Prior to sampling, a leak check of the sample system is conducted by plugging the probe opening. An acceptable leak check is achieved when the sample flow reaches zero. Sampling begins by adjusting the system pressure to 5 psi and the individual analyzer flow rates to 2 SCFH. The test results are continuously recorded on a strip chart and an ASCII text file for data manipulation.

Calculations

$$C_{gas} = (C - C_o) \frac{C_{ma}}{C_m - C_o}$$

- C_{gas} = Effluent gas concentration, dry basis, ppm
- C = Average gas concentration indicated by gas analyzer, dry basis, ppm
- C_o = Average initial and final system cal. bias check response for the zero gas, ppm
- C_{ma} = Actual concentration of upscale calibration gas, ppm
- C_m = Average initial & final system cal bias check responses for upscale cal gas, ppm

$$C_b = \frac{(C_s - C_l)}{S} * 100$$

- C_b = System calibration bias check, % of span
- C_s = System analyzer calibration response, ppm
- C_l = Local analyzer calibration response, ppm
- S = Analyzer span range

$$C_e = \frac{(C_l - C_a)}{S} * 100$$

- C_e = Analyzer calibration error check, % of span
- C_l = Local analyzer calibration response, ppm
- C_a = Actual concentration of calibration gas cylinder, ppm

$$D = \frac{(C_{sf} - C_{si})}{S} * 100$$

- D = Analyzer drift, % of span
- C_{sf} = Final system analyzer calibration response, ppm
- C_{si} = Initial system analyzer calibration response, ppm
- S = Analyzer span range

$$E = \frac{C_{gas} Q_{sd} 60 MW}{10^6 V_i}$$

E = Pounds per hour of gaseous pollutant, lb/hr
C_{gas} = Effluent gas concentration, dry basis, ppm
Q_{sd} = Dry stack gas flow rate at standard conditions, DSCFM
MW = Molecular weight of pollutant, lb/lb-mole

9.0 Determination of Total Vapor Phase Mercury

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Method 30B

Sampling System

The carbon traps are attached directly to the probe tip followed by Teflon sample lines and sample conditioning systems to remove moisture. The dry conditioned sample is transported under vacuum through a Teflon sample line. The sampling rate is regulated and the sample volume is measured using a calibrated dry gas meter, which is integral to the fully digital sampling console. Relative accuracy determination for Hg CEMS requires paired trains, therefore two systems are operated simultaneously and controlled by the same software for synchronous measurement.

Sampling Procedure

Prior to sampling, traverse points are selected based on EPA recommendations for tests conducted before January 1, 2009. The target sample volume, rate, and run times are calculated based on estimated Hg concentrations.

At the sampling area, the carbon tubes are attached to the probe and the apparatus is leak checked. Upon successful completion of the leak check, the initial dry test meter reading is recorded, and the probe is inserted at the first traverse point.

The stack temperature and dry test meter temperature is logged by the computer based data acquisition and control system. The sampling rate, in terms of liters per minute, is measured and maintained using the computer control interface. The pump and timer are turned on, and the sample rate is adjusted to correspond to the calculated rate. Once the sample rate is set, the following data is recorded:

- Dry Gas Meter Volume
- Dry test meter outlet temperature
- Sample vacuum
- Liters per Minute

Sampling time is equally distributed over the series of sampling points. At the end of the sample time for the first point, the probe is repositioned at the next point. Measurements, calculations, and data acquisition are performed by the computer control system on a continuous basis.

When the sample run is completed, the final dry test meter reading is recorded and the probe removed from the port. A post-test leak check is performed at a vacuum higher than the highest sample vacuum measured during the sample run. The final leak rate is recorded on the data sheet. The carbon tubes are sealed from contamination and transported to the onsite mobile laboratory analysis.

Analytical Procedure

The paired carbon tubes for each run are analyzed via an on-site or lab thermal desorption Hg analyzer per the requirements outlined in EPA Method 30B.

10.0 Determination of Visible & Fugitive Emissions

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Method 9, 22

Positioning of the observer

The opacity of the plume as viewed by the observer can be influenced due to several variables with respect the position of the observer.

- The position of the observer with respect to the sun.
- The position of the observer with respect to the observation point.
- Whether a steam plume is attached or detached.
- The position of the observer with respect to high length to width ratios on a rectangular stack.

The acceptable criteria for the position the observer is outlined in Method 9 as follows:

- 1) The observer must maintain a position with the sun located at a 140° arc to the observer's back.
- 2) The observer should maintain an angle of >18° with respect to the observation point.
- 3) The observer must read the opacity where a steam plume does not interfere. Between the stack and the steam plume if the steam plume is detached from the stack. After the steam plume if the steam plume is not attached to the stack.
- 4) The observer must read a rectangular stack at a point where the stack has the shortest cross sectional diameter.

Visible Emission Readings

A test for visible emission requires 240 consecutive reading. Each reading is recorded in 15-second intervals for 60-minutes. The percent opacity is recorded in 5 percent increments form 0 to 100 percent. The observer must record the results on a data sheet as outlined in Method 9. (ie. position of the observer, date, time, process information, location of the stack, and the 15-second opacity readings). The determination of opacity is calculated using a 6-minute block average.



City Council Agenda Bill

Meeting Date: January 22, **Agenda Item:** 5.f.
2024

Agenda Item Title: Contract Award: South March's Point Road Deep Well Replacement #24-048-WTR-001

Staff Contact(s): TERRY NEMETH

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Jordan Boggs	Contract Award
Jordan Boggs	

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$115,110.40 to MESA Products Inc. to perform the South March's Point Road Deep Well Replacement.

Background:

1. **History:** The City currently has a shallow well at the South March's Point Road which has failed and needs to be replaced with a deep well which lasts longer and adds more protection for the City's water distribution line. A deep anode well is a hole drilled in the ground about 300' to 400', then packed with sacrificial anodes. These anodes deplete over time instead of the water pipe. The well can be repacked and typically lasts around 30 to 50 years.
2. **Key Terms:**
 - Contract is for a firm fixed price of \$115,110.40.
 - The Contractor shall complete the work by August 31, 2024.
3. **Competitive Bidding:** In accordance with competitive bid requirements set forth under RCW 35.23.352 the project cost is under the competitive requirements and thus the Project Manager evaluated contractors and chose to contract with MESA Products Inc.

Budget Impact:

Contractor	MESA Products Inc
Contract Amount	\$115,110.40
BARS #	401.740.534.61.48

Budget Amendment Required?	No
Start Date	Inception
End Date	August 31, 2024

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 24-048-WTR-001 with MESA Products Inc. in the amount of \$115,110.40 to perform the South March's Point Road Deep Well Replacement.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 24-048-WTR-001



CONTRACT 24-048-WTR-001
AGREEMENT WITH
MESA PRODUCTS INC.

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and MESA Products Inc, a private contractor at PO Box 52608, Tulsa, OK 74152 (herein after referred to as "Contractor").

PROJECT

South March's Point Road Deep Well Replacement

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to install a deep anode well at the South March's Point. Work is detailed in Exhibit A, which is attached hereto and incorporated by reference.
2. **Contract Price:** The Contractor will perform the scope of work above for a firm fixed price of **One Hundred Fifteen Thousand One Hundred Ten Dollars and Forty Cents (\$115,110.40)**, which includes \$9,310.40 sales tax at an 8.8% rate. This includes all mobilization, demobilization, labor, materials, standard freight, and administrative overhead for the project. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the contractor will be retained.
3. **Bonds:** Pursuant to RCW 39.08.010, the Contractor shall provide the City a performance bond and payment bond for the full contract amount to be in effect as detailed in the incorporated General Provisions. The City may at its option release the bonds once all the conditions of RCW 39.08.010-1a have been discharged.
4. **Time of Completion:** The Contractor shall complete the work by August 31, 2024.
5. **Project Management.** Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager Terry Nemeth (360) 299-1952.
6. **Contract Requirements:** As detailed in the General Provisions, Contractor must have a valid contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies.** Forms Needed: 1) Proof of Insurance with Additional Insured Endorsements; 2) Intent to Pay Prevailing Wage; 3) Affidavit of Wages Paid; 4) Performance Bond; 5) Payment Bond; 6) Certification of Compliance with Wage Payment Statutes.
7. **Contract Documents:** The attached General Provisions and Exhibit A are included in this Contract Agreement.

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

Owner:

City of Anacortes

Mayor

Date

Contractor:

MESA Products Inc

Date

Contractor License #



CONTRACT 24-048-WTR-001
EXHIBIT A

Scope of Work

The Contractor shall perform and provide the following:

1. Anode Installation

- 1) The drilled hole will be 8" X 375' . Surface Casing installed at driller's discretion.
- 2) (20) Lida ONE MMO anodes with #8 Halar leads.
- 3) The hole will be pumped/loaded with Loresco SC3.
- 4) Bentonite hole plug will be installed from the top of the coke to 3' below the surface.
- 5) Anode leads and vent pipe will be left secured at the top of the well head, along with an anode junction box, for others to tie in.
- 6) Casing installed, if required, per client specifications or local regulatory requirements.

2. Deliverables

- 1) Scope and Changes
- 2) JSA's
- 3) Drilling Permit if required by WSDOT
- 4) As-built drawing of the installation
- 5) Deep Anode Drill Log
- 6) Photos
- 7) Utility locate ticket information

Material			\$31,545.05
Description	Quantity	Unit	
#8 Halar Stranded Black (Anode Lead)	6790.00	Feet	
1" Loresco All-Vent Pipe	200.00	Feet	
1" Schedule 40 PVC Pipe	180.00	Feet	
Lida One CT 1"x 60" w/HALAR	20.00	Each	
Loresco SC-3 (50# Bag) FOB Tulsa	100.00	Each	
Miscellaneous Supplies	1.00	Each	
1.25" stand pipe	375.00	Feet	
Anode Junction Box	1.00	Each	
Ventralizer for 8" Hole	20.00	Each	
Labor, Equipment, Other, Subcontract, Freight			\$74,254.95
Estimate total for - Deep Anode Well Install			\$105,800.00

Exclusions:

- 1) AC related services, materials, and or permitting is not included.
- 2) Traffic control is not included.
- 3) Site Specific SAFETY training required for site access lasting more than one (1) hour is not included.
- 4) Containment of drill cuttings and disposal of drill cuttings by others.

City Responsibilities

The City will provide:

- 1) Pothole first 10ft of well hole.
- 2) Below grade conduits for positive and negative cable runs.
- 3) Any needed replacement of gravel, asphalt, sod, or damaged crops.

SECTION 13110
CATHODIC PROTECTION
DEEP ANODE GROUND BED INSTALLATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Specification defines the material and construction requirements for the installation of one new impressed current deep anode groundbed. The new deep anode groundbed will be installed near the following location:
1. South March's Point – 48.461827°, -122.558241°
- B. The work of this project includes:
- a. Installation of one new deep anode groundbed (8-inches in diameter x 375-feet deep) as shown on the project drawings. The new groundbed will be installed over the top of the existing deep anode groundbed. Field verify existing anode groundbed location with the Owner prior to drilling operations.
 2. Fabrication of one anode junction box, to be turned over to the Owner.
 3. Supply one new transformer rectifier, to be turned over to the Owner.
 4. NOTE: The Contractor is to bring the anode lead wires and vent pipe to the surface and secure them after backfilling the anode hole. The Owner will be responsible for the remainder of the cathodic protection work, including installation of the anode junction box and rectifier.
- C. The Contractor shall furnish and install all groundbed materials and equipment and provide all labor required to complete the work shown on the drawings and described within these specifications, and all other work items not specifically mentioned but reasonably inferred for the installation. The Contractor shall be responsible for securing all licenses, permits, and insurance certificates required for the work of this project. A copy of all licenses and permits are to be provided 10 days prior to the start of the project.

1.2 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Reference Standards: This Section incorporates by reference the latest revisions of the following documents. These references are a part of this Section as specified and modified. In case of conflict between the requirements of this Section and those of a listed document, the requirements of this Section shall prevail.

ASTM A53	Pipe, Steel, Black And Hot-Dipped, Zinc Coated Welded And Seamless
ASTM B8	Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, Or Soft.
NACE SP0169	Standard Practice, Control of External Corrosion on Underground or Submerged Metallic Piping Systems
NACE SP0572	Standard Practice, Design, Installation, Operation, And Maintenance Of Impressed Current Deep Groundbeds
NEMA	National Electrical Manufacturers Association
NFPA 70	National Electrical Code (NEC)
WAC 173-160	State Of Washington Minimum Standards For Construction And Maintenance Of Wells
WAC 173-162	State Of Washington Rules And Regulations Governing The Regulation Of Licensing Of Well Contractors And Operators

1.3 QUALITY ASSURANCE

A. Qualifications:

1. Contractor: Perform all cathodic protection work with qualified, experienced personnel working under continuous, competent supervision. The supervisor or foreman shall have experience with at least three (3) deep anode groundbed installations within the last five years.
2. Drillers shall be licensed in accordance with WAC 173-162.

1.4 SUBMITTALS

A. Approval of each item will be required prior to installation.

B. The Contractor will provide Manufacturer's catalog cuts of the following items:

1. Rectifier
2. Anodes, including lead wires
3. Anode centralizers
4. Coke breeze
5. Groundbed sealing materials
6. Slotted vent pipe
7. Anode junction box

C. Quality Assurance Submittals:

1. Driller's experience statement. Include name of individual(s) who will operate the drilling equipment and a copy of their current driller's license.
2. Brief description of three similar jobs completed by the Contractor and Driller in the past five years.

3. A copy of the Driller's logs used for deep anode installations.

PART 2 - MATERIALS

2.1 RECTIFIER

- A. General. This project will require providing one new rectifier. The rectifier shall be supplied as described below.
- B. Air cooled rectifier constructed on slide out racks for servicing. Rectifier to be capable of operating continuously at ambient temperature of 50° C and 110% of rated input without damage to the rectifier components.
- C. AC Input: 115/230 volts, single phase, and 60 hertz. Use a suitably sized magnetic type circuit breaker mounted on the rectifier's front panel. Rectifier to be wired for low voltage input.
- D. Transformer: Two winding, insulation type, meeting the requirements of NEMA, UL, and CSA. Provide with Fine and Course secondary taps with rectifier output controlled by a minimum of 24 evenly divided steps of adjustment.
- E. Rectifying Elements: Full wave bridge, silicon diode stack with efficiency filter and current-limiting devices for over-voltage and over-current protection of the stack.
- F. DC Output Rating: 60 volts, 50 amps.
- G. Lighting Protection: Furnish lightning protection for AC input and DC output.
- H. Meters: Separate analog DC voltage and current meters. Meters shall display DC voltage and DC amperage within 2% accuracy, minimum. Field test meters for accuracy, replace inaccurate meters.
- I. External Shunt: Holloway type shunt mounted on the rectifier's front panel in series with the ammeter. Voltage and current rating of the shunt shall be clearly identified on the shunt body.
- J. Enclosure: 11-gauge galvanized steel, NEMA 3R enclosure suitable for exterior pole mounting. Furnish with hinged doors on the front and both sides to allow suitable access. Furnish with adequate ventilation.
- K. Panelboard: Nonmetallic, suitable for mounting meters, shunt, circuit breaker, fuses, and output terminals. Clearly engrave or identify with a permanent marking system the polarity of the output terminals, transformer settings, meters, and fuses.
- L. Convenience Outlet: Provide a 120 volt AC Ground Fault Interrupting (GFI) convenience outlet installed on the rectifier panel.
- M. Mounting Hardware: Studs, bars, nuts, washers, and other mounting hardware shall be suitably sized brass or tin-plated copper.
- N. Certification of the rectifier unit by a Nationally Recognized Testing Laboratory verifying that the rectifier meets the requirements of the National Electrical Code.
- O. Nameplate: Engraved metal plate mounted on the interior side of the front door listing the manufacturer name, model number, serial number, and AC and DC input and output ratings.

- P. Manufacturer: Universal Rectifiers, Inc. Rosenberg, TX or approved equal. Model number: ASAI 80 60 50 AA CFRXY.

2.2 IMPRESSED CURRENT ANODES

- A. General: A total of 20 impressed current anodes will be installed in the groundbed. Supply anodes meeting the following requirements.
- B. Mixed Metal Oxide (MMO) Tubular Anode. MMO anode shall be a titanium tube with a crystalline electrically-conductive coating. Each tubular anode shall be 1-inch in diameter and 60-inches long. Approved manufacturer: ELTECH Systems Corporation, Chardon, OH, Type Lida One, or approved equal.
- C. Each anode shall have an individual anode lead wire utilizing a #8 AWG stranded copper conductor with dual jacketed insulation consisting of 20-mil thick Halar primary insulation and 65-mil HMWPE outer insulation. Provide each length of anode lead wire to reach the surface plus an additional 50-ft.
- D. Wire-to-Anode Connection: Factory installed using manufacturer's standard and as specified herein.

2.3 ANODE CENTRALIZERS

- A. Metal or plastic assemblies that can be securely attached to the anodes to center them in the drilled hole. Centralizers shall not block the hole or impair the installation of the anodes, anode lead wires, standpipe, vent pipe or coke breeze.

2.4 COKE BREEZE

- A. Use lubricated, low resistance calcined petroleum coke, suitable for pumping with the following composition:

Fixed Carbon	99 percent, minimum
Ash	0.15 percent, maximum
Volatile Matter	0.02 percent, maximum at 950°C
Moisture	0.07 percent, maximum
Particle Size	Dust free with max. particle size 1.0 mm
Bulk Density	64 – 74 lbs/ft ³
Resistivity	0.10 ohm-cm at 150 psi

- B. Acceptable Materials:

1. Loresco SC-3 as manufactured by Loresco International, Hattiesburg, MS
2. Asbury No. 251 as manufactured by Asbury Carbons, Rodeo CA

2.5 GROUND BED SEALING MATERIAL

- A. Use bentonite clay for sealing the anode hole above the coke breeze column to prevent contamination of underground aquifers. The type of bentonite clay shall be selected by the drilling contractor and must meet all applicable well construction standards. NOTE: If bentonite chips are to be top-loaded, the Contractor must install the chips at the rate recommended by the manufacturer (typically 3 – 4 minutes per 50 pound bag for course bentonite chip material).

2.6 STANDPIPE

- A. Use a 1-1/4-inch diameter steel standpipe with threaded connections capable of supporting the entire weight of the anode string during hole loading.
- B. Equip the standpipe with a minimum four-inch diameter, 1/4-inch thick steel end plate. Install a Tee type fitting at the bottom of the standpipe welded to the steel plate to distribute the coke breeze slurry.
- C. After the loading operation is complete, remove the standpipe located above the coke breeze column from the hole. Use a reverse threaded connection or non-welded joint connection for this purpose.

2.7 VENT PIPE

- A. Active Column: Use 1-inch diameter schedule 40 PVC pipe with 0.006-inch x 1-inch long longitudinal slot openings. The slots shall be cut parallel to the longitudinal centerline of the pipe and shall be spaced 6-inches center-to-center. Each slot shall be placed 1-inch in circumferential distance from the preceding slot. Provide a PVC cap or plug at the bottom of the vent pipe as shown on the project drawings. Use Loresco All-Vent or approved equal.
- B. Inactive Column: Use solid (non-slotted) 1-inch schedule 40 PVC pipe.

2.8 SURFACE CASING (IF REQUIRED)

- A. Surface or PVC may be used for the surface casing.
 - 1. Steel Casing: ASTM A53, standard weight steel pipe. NOTE: If steel surface casing is used, it must maintain a minimum vertical separation of twenty (20) feet from the active anode column.
 - 2. Non- Metallic Casing: PVC, nontoxic and resistant to water and soil, able to withstand installation, grouting, and operating stresses. The PVC casing will not be allowed to extend into the active anode column.

2.9 ANODE JUNCTION BOX AND ASSOCIATED HARDWARE

- A. The anode junction box shall be 18" x 16" x 8" deep NEMA type 4X fiberglass. The box shall have a solid front cover with quick-release latches. Equip box with the following:
 - 1. Phenolic, Lexan, or Micarta back panel to fit box mounting holes. Panel to be minimum 1/4-inch thick.
 - 2. Copper bus bar measuring 1/4-inch thick x 1-inch wide x required length.
 - 3. 0.001 ohm, 25 amp shunt, Holloway Type SS, one per anode.
 - 4. Individual anode labels.
- B. Fabricate anode junction box as shown on the project drawings.

PART 3 - EXECUTION

3.1 GENERAL

- A. Drawings are diagrammatic and shall not be scaled for exact locations except where dimensions are given. Field conditions, non-interference with other utilities, and mechanical and structural features shall determine exact location.
- B. The deep anode groundbed will consist of an 8-inch diameter hole drilled to a depth of 375-feet. Daily well logs must be kept and submitted to the Engineer.
- C. Conform to NFPA 70 NACE SP0169, and NACE SP0572.
- D. Nothing in the Drawings or Specifications is to be construed to permit work not conforming to minimum requirements of these standards, regulations and codes. Where larger size or better grade materials than required by regulations and codes are specified, the Specification and Drawings shall take precedence.

3.2 STORAGE OF MATERIAL

- A. Protect cathodic protection materials from damage during shipping and handling. Bring damaged materials to the attention of the Owner who will determine if the damaged materials are to be used, repaired, or replaced.

3.3 DEEP ANODE GROUND BED INSTALLATION

A. General

- 1. All drilling operations and reporting requirements shall conform to, at a minimum, the Washington Water Well Construction Standard WAC 173-160. The driller shall be registered as required per WAC 173-162. Well logs, consistent with WAC 173-160 must be kept and submitted to the Owner within 14 days of drilling completion. Information that must be included in the log are date, depth, and thickness of all formations penetrated, tools used, depth to water in water bearing zones, and cause for any delays. The Owner shall have access to the logs at all times.
- 2. Drilling, lowering of the anodes, coke breeze placement, and backfilling shall be completed as described in this section and shall be observed and verified or directed as needed by the Contractor's Cathodic Protection Technician.
- 3. Perform drilling and waste disposal in accordance with the methods and procedures that comply with the rules and regulations of the state, city, county, or other governing bodies having jurisdiction. Seal hole with groundbed sealing material or as required by State well drilling regulations.
- 4. Take necessary precautions to avoid entrance of foreign matter into the hole, movement of soil strata, or collapsing of the hole during the progress of the work. Should movement of soil strata or collapse of the drilled hole interfere with proper completion of the groundbed, recover the wires and anode strings and ream or re-drill the hole.
- 5. Maintain a log describing the depth and type of geological formations encountered during drilling.

B. Drilling

- 1. Approximate location of the groundbed is shown on the project drawings. Notify the regional One Call Center at 811 at least 2 working days, but not more than 14

days, prior to any excavation. Coordinate the final location of the groundbed in the field with the Owner before drilling begins.

2. Construct the hole and set casing (if required) round, straight, and plumb. It is not the intent of these specifications to require the drilling contractor to use a casing in order to keep the anode groundbed hole open during drilling and anode installation operations. The manner in which the anode groundbed will be drilled (with the exception of the described dimensions) will be at the discretion of the drilling contractor.
3. Collect and store all drilling fluids, water, muds, and spoils in a manner to avoid any releases. The storage vessel will be selected by the Contractor to be compatible with the drilling method and volume of materials generated by the Contractor's selected drilling method. All water, drilling muds and spoils must be contained and collected. Release of water, drilling muds, and spoils is not allowed, and the Contractor shall bear all costs to contain and store, and for any penalties, cleanup costs, or fines, if released.
4. Set surface casing (if required) prior to completion of the first 40 feet of the hole. Casing, other than the surface casing, shall not be installed or left in the hole unless in the driller's estimation it is necessary for successful completion of the hole. Plastic casing may be installed in the Inactive Column, at the Contractor's option, but shall not extend into the Active Column.
5. If steel casing is installed in the Active Column, it shall be cut below the surface and the top portion jacked to provide a minimum of 20 feet of vertical separation between the upper casing section and the Active Column. Complete cutting of the steel casing before the anodes are installed is required. Jacking operations may be completed before or after installation of the anode assembly at the Contractor's option.
6. If desired, the Contractor may elect to completely remove the upper portion of the casing above the Active Column.

C. Lowering of Anodes

1. Notify the Owner prior to beginning this work.
2. Carefully lay out all anodes, anode cables, and vent pipe and inspect for damage. Bring damaged materials to the attention of the Owner who will determine if the damaged materials are to be used, repaired, or rejected.
3. Attach a single anode centralizer to each anode. Use steel banding material or appropriately sized steel hose clamps to make the connection.
4. Prepare to load the groundbed by assembling the various components and attach them to the steel standpipe. Securely attach anodes to the standpipe using steel banding material or appropriately sized steel hose clamps. Care shall be taken to ensure that the anodes are not damaged during this process and that the anodes are secured in such a way that they do not move. Secure the vent pipe and anode lead wires to the standpipe using a minimum of five wraps of vinyl electrical tape. Carefully lower the standpipe, with the anode string attached, into the hole. Securely attach each successive anode and other down-hole materials to the standpipe as it is lowered into the hole. Add additional joints of standpipe to the top

- of the string to accommodate all anodes. Ensure that the weight of the anode string is born by the standpipe and not the vent pipe or anode lead wires.
5. Provide sufficient slack in the anode wires to prevent damage during the anode and coke breeze installation.
 6. Damage to anodes or cut, gouged, or scraped wire insulation will not be acceptable. No wire splices will be allowed inside the deep anode groundbed.
 7. Fit the standpipe with a reverse-threaded coupling assembly above the top anode so the sections of standpipe above the top anode can be retrieved from the hole after the complete anode string is lowered into the hole, secured, and the coke breeze has been pumped into the groundbed. Other methods of standpipe retrieval from the inactive column must be pre-approved.
 8. Locate anodes in the hole with the bottom anode labeled as No. 1 and each successive anode incrementally labeled. The bottom anode shall be placed so that it is five feet from the bottom of the groundbed hole. The remaining anodes shall be spaced nine feet center-to-center. A five-foot layer of cokebreeze shall cover the top of the upper anode.
 9. If the hole is drilled with mud, the hole shall be flushed with clean water in a continuous process before the anodes are lowered until the return fluid is sufficiently clear to allow proper installation and settlement of the anodes, vent pipe, and coke breeze.
 10. Installation of the anodes and coke breeze shall be performed continuously. Lowering of the anodes and backfilling with coke breeze shall be observed by the Owner.

D. Backfilling of Anode Hole

1. Notify Owner prior to beginning this work.
2. Prepare to pump the hole with coke breeze by mixing several bags of coke breeze with water to form a slurry in an appropriate mixing trough. Control the ratio of the slurry to avoid too thick or too thin mixtures. To reduce the possibility of bridging, bottom loading the coke breeze will be required.
3. Using the standpipe as a pump pipe, begin pumping coke breeze at a steady, continuous rate. Mix and pump coke breeze and water in a continuous operation until the hole is filled to the correct level. Do not stop pumping until all coke breeze has been pumped into the hole.
4. Allow coke breeze to settle for a minimum of 12 hours. Measure the hole depth to the top of the coke column by lowering a weighted tape until it contacts the top of the coke column. Top off the hole as necessary to bring the coke breeze level to the specified height as shown on the project drawings. If top loading is required to complete the coke breeze column, water shall be poured into the hole concurrently with the dry coke breeze to discourage bridging.
5. Unscrew the standpipe at the top of the coke breeze column and remove it from the hole upon completion of the coke breeze slurry installation.
6. Once the proper level of coke breeze is reached, install the bentonite clay in dry form to within 24 inches of grade. Installation of the bentonite clay should be

completed as per the manufacturer's recommendations. Use native material to fill the remaining groundbed to grade.

7. As an alternative, the Contractor will be allowed to install the coke breeze slurry using the tremie method. The Contractor shall ensure that the tremie pipe remains within the coke breeze column during the slurry installation such that bridging does not occur.
8. At all times during the progress of the work, the Contractor shall protect the groundbed in such a manner as to effectively prevent tampering or entrance of foreign matter.
9. Leave anode lead wires and vent pipe at the surface. The Owner will be responsible for completing the remaining installation work.

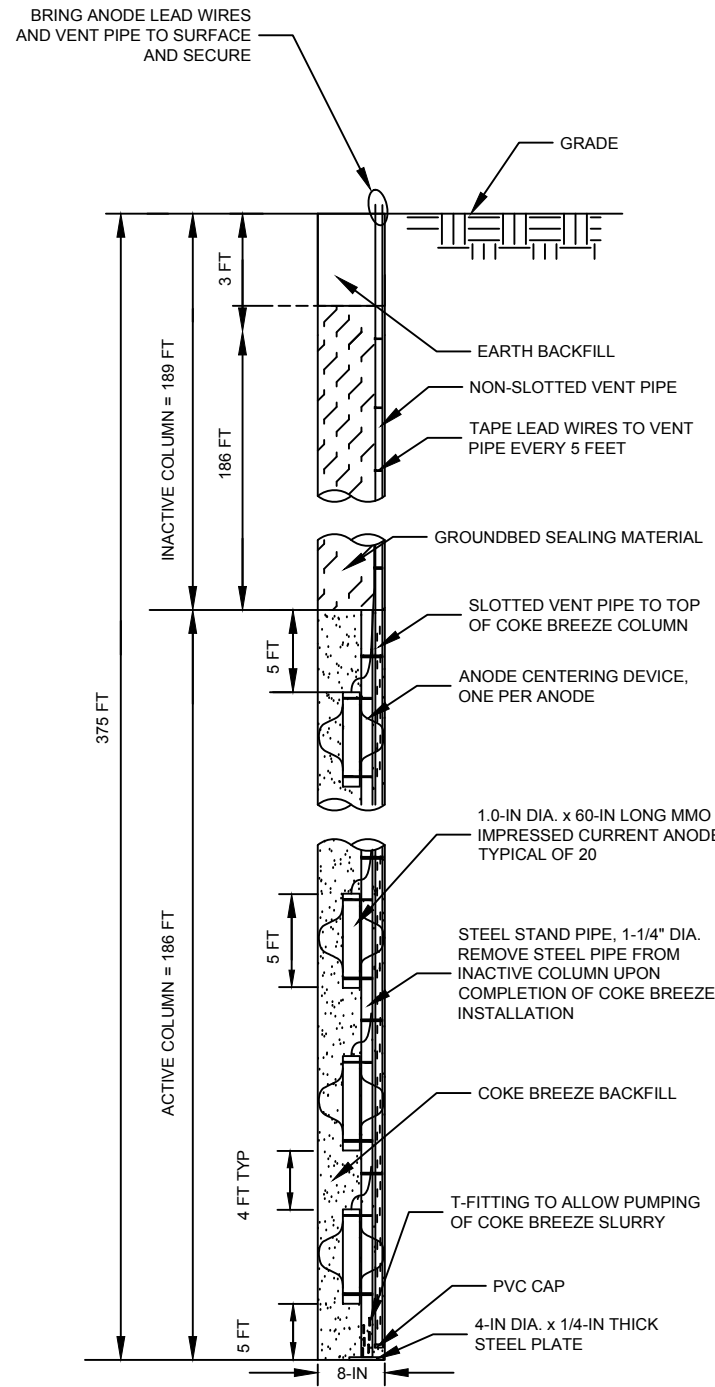
3.4 ANODE JUNCTION BOX

- A. Fabricate the anode junction box as shown on the Project Drawings and turn over to the Owner.

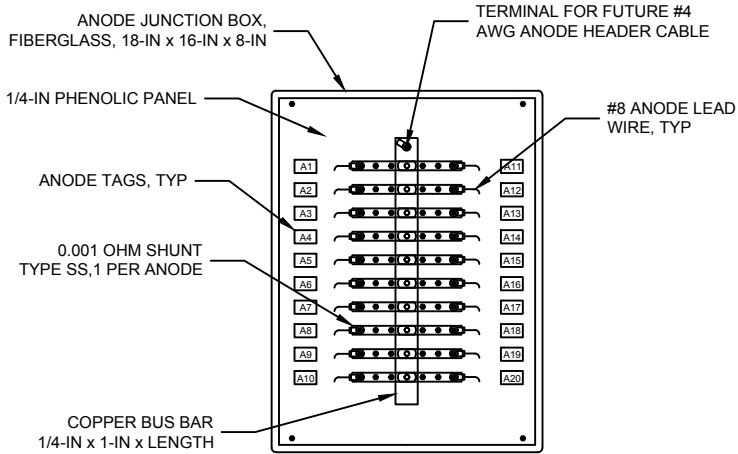
3.5 SYSTEM TESTING

- A. The Contractor shall be responsible for verifying the proper operation of each anode before the Owner takes possession of the new deep anode groundbed.
- B. It is advised that the Contractor confirm that all anodes are supplied with proper internal electrical connections to the anode lead wire. In addition, it is advised that the Contractor verify proper anode-to-ground resistance of each anode during the installation of the coke breeze backfill. The manner in which to perform these advised tests are at the discretion of the Contractor.
- C. Upon installation of the anodes and coke breeze, the Contractor shall test the resistance to ground of each anode individually. Testing shall be completed at follows:
 1. Connect the positive side of a 12-volt battery (or other pre-approved DC power source) to the anode lead wire.
 2. Connect the negative side of the same power source to a current measuring shunt rated for a minimum of 8 amperes.
 3. Connect the opposite side of the shunt to a bonding jumper connected to the existing anode header cable located within the rectifier cabinet (remove existing anode header cable from the rectifier terminal prior to testing).
 4. With the testing circuit on, measure the test source voltage output as well as the voltage drop across the shunt and calculate anode-to-ground resistance.
 5. Calculate the average anode-to-ground resistance. Individual anodes with a resistance to ground that exceeds the average anode-to-ground resistance by more than 100% shall be considered a failed anode. Replace all failed anodes.
- D. All testing shall be completed in the presence of the Owner.

END OF SECTION



DEEP ANODE GROUND BED INSTALLATION 1



ANODE JUNCTION BOX 2

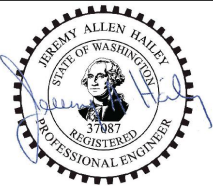


SOUTH MARCH'S POINT - 48.461827°, -122.558241°



1. LOCATE AND MARK ALL BURIED UTILITIES.
2. DEMO AND DISPOSE OF EXISTING ANODE GROUND BED MATERIALS.
3. INSTALL NEW DEEP ANODE GROUND BED AT EXISTING ANODE GROUND BED LOCATION.

NORTHWEST CORROSION ENGINEERING
7403 W COUNTRY CLUB DRIVE
ARLINGTON, WA 98223
PHONE: 360 391-1041



PROJECT NO: 2255

SCALE: NTS

REV. 0

SOUTH MARCH'S POINT
DEEP ANODE GROUND BED
ISSUED FOR CONSTRUCTION



CITY OF ANACORTES - WATER PIPELINE
CATHODIC PROTECTION DETAILS

DRAWING NO: CP1

DRAWN BY: JAH

DATE: 27-APR-2023

SHEET 1 OF 1

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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



City Council Agenda Bill

Meeting Date: January 22, **Agenda Item:** 6.a.
2024

Agenda Item Title: Ordinance 4070: Consideration of Planning Commission's Recommendation: LEG-2023-04 - Amend *AMC 19.41.040 Principal uses permitted in residential zones* and *AMC 19.43.010 Household living* to change certain housing types from conditional uses to permitted outright uses in the R2 and R3 zones.

Staff Contact(s): LIBBY GRAGE

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
LIBBY GRAGE	Discussion
John Coleman	

Item Summary: The proposed amendments would:

- Change duplexes from a conditional use to a permitted outright use in the R2 zone.
- Change triplexes and townhouses (up to 4 units) from a conditional use to a permitted outright use in the R3 zone.

Duplexes, triplexes and townhouses would still need to meet minimum form and intensity standards (lot size, setbacks, height, etc.), applicable building and site design standards, and other AMC requirements for development.

After a work session on [November 8, 2023](#) and a public hearing on [December 13, 2023](#), the Planning Commission recommended deferring consideration of this amendment to the 2025 Periodic Comprehensive Plan update process.

Pursuant to [AMC 19.16.090](#), upon receipt of the Planning Commission's recommendation, the City Council must consider and take action on the recommendation. The options for Council action are outlined in [AMC 19.16.090\(B\)-\(D\)](#).

Budget Impact:

N/A

Previous Action: N/A

Recommended Motion: Planning Commission's recommendation:

I move to defer consideration of Ordinance 4070 to the 2025 Periodic Comprehensive Plan Update.

Alternative Actions:

- Adopt Ordinance 4070 as presented.
- Adopt Ordinance 4070 with changes. No further process is required if the changes are consistent with AMC 19.16.090(B).
- Make changes to Ordinance 4070 that are outside the scope of AMC 19.16.090(B) and allow an additional public comment opportunity prior to final action.

Attachments (listed in order presented):

1. 20240122 City Council Presentation
2. DRAFT Ordinance 4070
3. PC Recorded Motion
4. Staff Report
5. Public Comment - 20231205-Maxwell
6. Public Comment - 20231206-Frazier
7. Public Comment - 20231210-Richardson
8. Public Comment - 20231213-Roberts
9. Public Comment - 20240118-Munce
10. DNS-Signed
11. Environmental Checklist
12. Notice of Availability
13. 12/13/23 PC Presentation



Item 6a.

Ordinance 4070

Amendment to AMC 19.41.040 *Principal uses permitted in residential zones & 19.43.010 Household Living*
(LEG-2023-04)

City Council

January 22, 2024



●●● Ord. 4070 – Change Cs to Ps



Proposal:

- **R2** zone - Change **duplexes** from a conditional use (“**C**”) to a permitted outright use (“**P**”)
- **R3** zone - Change **triplexes, townhouses** and **multi-family** (up to 4-units) from conditional uses (“**C**”) to permitted outright uses (“**P**”)
 - Update R3 and R3A zone-specific housing type standards in 19.43.010.G.3.a to reflect the above changes.
- Retain current minimum lot size and other adopted standards

●●● Ord. 4070 – Change Cs to Ps



Proposed Revisions

- Amend AMC Table 19.41.040 Principal uses permitted in residential zones

Principal Use	R1	R2	R2A	R3	R3A	R4	R4A	OT	Reference
Residential									
Household living									AMC 19.43.010(A)
Single-family	P	P	P	P	P	P	P	P	AMC 19.43.010(B)
Single-family, small lot				P	P	P	P		AMC 19.43.010(C)
Cottage housing		P	P	P	P	P	P		AMC 19.43.010(D)
Duplex		€ P	P	P	P	P	P	P	AMC 19.43.010(E)
Triplex				€ P	P	P	P		AMC 19.43.010(F)
Townhouse				€ P	P	P	P		AMC 19.43.010(G)
Multifamily, 4 units				€ P	P	P	P		AMC 19.43.010(H) and (I)
Multifamily, 5 or more units						P	P		AMC 19.43.010(H) and (I)
Live-work									

●●● Ord. 4070 – Change Cs to Ps



Proposed Revisions

- Amend AMC Table 19.43.010 Household living

G. Townhouses

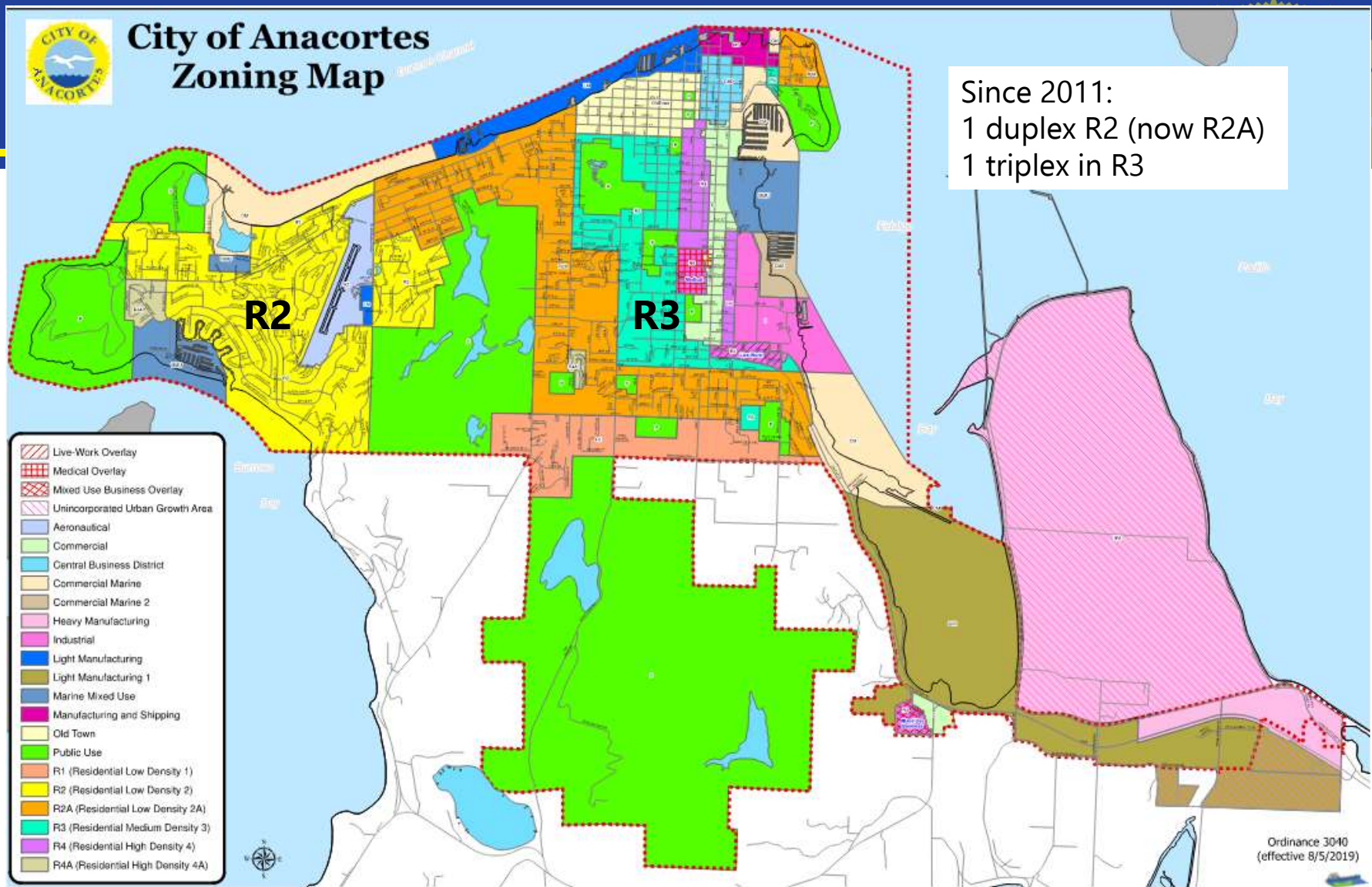
3. *Zone-Specific Standards.*

a. *R3 and R3A Zone Standards.* Townhouse structures with up to ~~four~~ 4 attached units are permitted by right. ~~in the R3A zone and conditionally permitted in the R3 zone.~~

Townhouse structures with more than four 4 attached units are prohibited in the R3 and R3A zones.



City of Anacortes Zoning Map



●●● Ord. 4070 – Change Cs to Ps



Why?

- **2016 Comprehensive Plan** housing goals and policies –
 - housing opportunities to address the needs of all economic segments of the community;
 - integrate smaller housing types into residential neighborhoods;
 - encourage infill;
 - add design standards to improve compatibility
- **2019 Development regulations update** – new development standards for housing types
- **2023 Housing Action Plan** adopted (Res. 3104)
 - Recommendation to change Cs to Ps

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



Housing Action Plan Recommendation rationale:

- Streamlines permit process and reduces uncertainty
- Lot dimension requirements, standards for open space, parking configuration for duplexes, triplexes, townhomes and small MF projects help ensure compatibility without the unnecessary cost and process of a CUP

CUP Criteria – AMC 19.36	Existing AMC standards that address impacts	
In order to grant a conditional use permit, the decision-maker must find that the use would be consistent with the following criteria:		
1. The use would comply with any specific requirements for the conditional use specified elsewhere in this code	AMC 19.43.010 Residential uses	Site and building design standards for duplex, triplex, townhouses, multifamily
2. Access to the site is appropriate considering the anticipated volume of traffic resulting from the use	AMC 19.51 Public street improvements required AMC 19.53 Private driveways and access	Requirements for sidewalks, street improvements, site access
3. Off-street parking and loading facilities are adequate in terms of location, amount, and design to service the use	AMC 19.64 Parking	Standards for number of off-street parking spaces, location, dimensions, guest parking, bicycle parking
4. The amount and location of open space and the provision of screening is such that buffering of incompatible uses is achieved	19.43.010 Residential uses 19.65.070 Landscaping site design standards	Standards for usable open space – min. square foot per unit Required landscaping between multifamily and adjacent uses
5. The location and intensity of outdoor lighting is such that it does not cast light on adjacent, adjoining, or neighboring properties	19.69.040 Exterior lighting	Requires down-shielded lighting, no glare onto adjacent properties
6. Hours and manner of operation of the proposed use, including anticipated noise generation , are not inconsistent with the adjacent or nearby uses	19.69.020 Noise	References WAC, adopts maximum noise allowances based on property classification
7. Public facilities and utilities are capable of adequately serving the proposed use	19.22 Concurrency	Review to ensure development will not cause level of service for concurrency facilities to decline below adopted LOS
8. The physical conditions of the site, including size, shape, topography, and drainage, are suitable for the proposed development	19.42.020 Form and intensity standards for residential zones 19.70 Critical areas 19.76 Stormwater	Minimum lot size, setbacks, height, lot coverage Standards for development near or in critical areas Standards for management of stormwater
9. Any other factors deemed relevant to the decision-maker		

●●● Ord. 4070 – Change Cs to Ps



Public comments (summary):

- Suggest postponement to 2025 periodic update to allow more time for analysis of impacts and community dialog
- Do not eliminate process for input from neighbors, perhaps streamline by changing to an administrative CUP

Planning Commission Recommendation:

- Postpone consideration of this proposed amendment to the 2025 Comprehensive Plan periodic update process



Item 6b.

Ordinance 4071

Amendment to AMC 19.47.030 Accessory dwelling
units (ADU) to remove owner occupancy
requirements

(LEG-2023-05)

City Council

January 22, 2024



●●● Ord. 4071 Owner occupancy requirement for ADUs



Proposed Revisions

- Delete AMC 19.47.030.C Owner Occupancy

~~10. Owner Occupancy.~~

~~a. Either the principal or accessory dwelling unit must be occupied by an owner of the property for six or more months of each calendar year as the owner's permanent residence. "Owners" includes title holders and contract purchasers. The applicant must record a notice against the property title with the county auditor, on forms provided by the Department, describing this requirement.~~

~~b. The Director may waive the requirement of subsection (C)(10)(a) of this section for up to three years if a letter is submitted that provides evidence of good cause for the waiver. Good cause may include job dislocation, military deployment, sabbatical leave, education, or illness. (Ord. 3040 5 2 (Att. A), 2019)~~

Ord. 4071: Owner occupancy requirement for ADUs



Background

- HB 1337 amended RCW 36.70A, making changes to local governments' role in regulating ADUs
 - Among other items, prohibits jurisdictions from requiring owner-occupancy
- Changes to comply with all of HB 1337 must be adopted within 6 months of due date of next periodic update
- Staff will bring forward additional amendments to address the other requirements of HB 1337 in the coming months

••• Ord. 4071: Owner occupancy requirement for ADUs



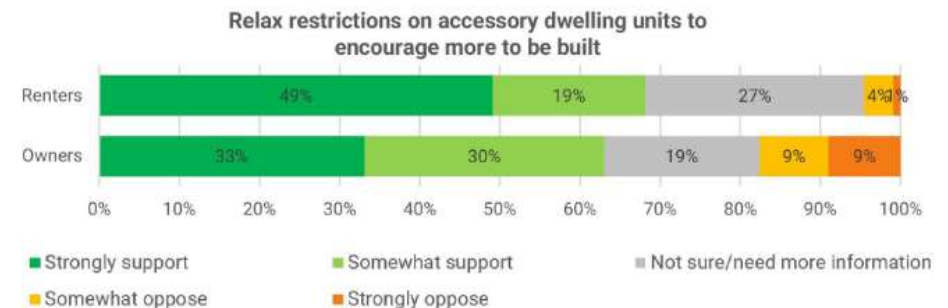
HAP recommendation and rationale:

- Removal of owner occupancy requirement is also recommended by the HAP
 - Discriminatory against renters and perpetuates economic exclusion
 - Raises financial risk for owners by constraining choice of where to live in the future and reduces chances of receiving bank financing
 - Requirement is difficult to enforce
 - Recommended by AARP and WA chapter of the American Planning

2.3 – ADU Regulations

Action: Streamline ADU regulations to make them easier to finance, permit, and build.

The HAP community survey found 63% of total respondents and 68% of renters are supportive of the concept to “Relax restrictions on accessory dwelling units to encourage more to be built.”



Ord. 4071 Owner occupancy requirement for ADUs



Public Comments (summary):

- Support for the change
- Defer until the 2025 Comprehensive Plan Update to allow for more analysis, study, dialogue and clear standards
- Perception that renters have different property maintenance standards and behavior than owners; concern about potential resulting negative impacts to neighborhoods
- Relationship to private covenants governing ADUs

• • • Ord. 4071 Owner occupancy requirement for ADUs



Planning Commission Recommendation:

- Adopt the proposed amendments as presented



Item 6c.

Ordinance 4072

Amendment to AMC 19.49.040 *Nonconforming uses and structures* to provide for alterations and additions to nonconforming buildings

(LEG-2023-02)

City Council

January 22, 2024



••• Nonconforming Historic Structures



Proposal:

- Allow nonconforming historic structures (that are listed on a register) to be rebuilt/restored to pre-existing nonconforming configuration
- Provide flexibility for additions or alterations to promote investment and economically feasible adaptive reuse of historic structures, while maintaining historic character

Proposed changes:

Attachment A

AMC Section 19.49.040 is hereby amended to read:

19.49.040 Enlargement, alteration, reconstruction of nonconforming buildings and structures.

- A. Routine maintenance, cosmetic changes (such as new siding, windows, or roofing), changes to improve energy efficiency, changes to a structure to address unsafe conditions, or upgrading inadequate utilities must not be considered alterations.
- B. When a nonconforming building or structure is damaged by fire, natural disaster, or other calamity, and structural repairs are needed to maintain a building or structure in a safe structural condition, the building or structure may be restored or replaced, provided:
1. A complete application for reconstruction or replacement is submitted within one year of the damage; and
 2. That the restoration or replacement must be made to conform to the regulations of the zone in which the building or structure is located, or if such regulations cannot physically be met without reducing the size of the building, the restoration may not extend any nonconformity that existed prior to the damage.
- C. Additions to nonconforming structures that meet all applicable zoning dimensional standards will not be considered an enlargement under this section.

D. Historic Buildings and Structures. Nothing in this Chapter prevents the alteration, addition to, repair, restoration or reconstruction of a building or structure which is either listed on the National Register of Historic Places, the Washington State Register of Historic Places, the Washington State Cultural Resource Inventory, or the Anacortes Register of Historic Places.

1. The alteration, addition, repair, restoration, and reconstruction of all such historic buildings and structures must comply with the life safety provisions of the State Building Codes, as adopted in AMC 19.14.

2. Additions or alteration that does not increase the nonconformity or disrupt the eligibility of a building or structure for listing on historic lists or registers may be permitted.

3. Definitions.

a. "Addition" means an extension or increase in floor area, number of stories, or height of a building or structure.

b. "Alteration" means any construction or renovation to an existing structure.

c. "Restoration" means restoring an existing building to an appearance or previous use it one had that may be currently deemed as nonconforming.

d. "Reconstruction" means rebuilding an existing building or structure with as nearly the same visual design appearance and materials as is consistent with full compliance with the State Building Codes adopted by AMC 19.14, and consistent with any historic preservation provisions adopted by the city.

Ord. 4072: Nonconforming Historic Structures



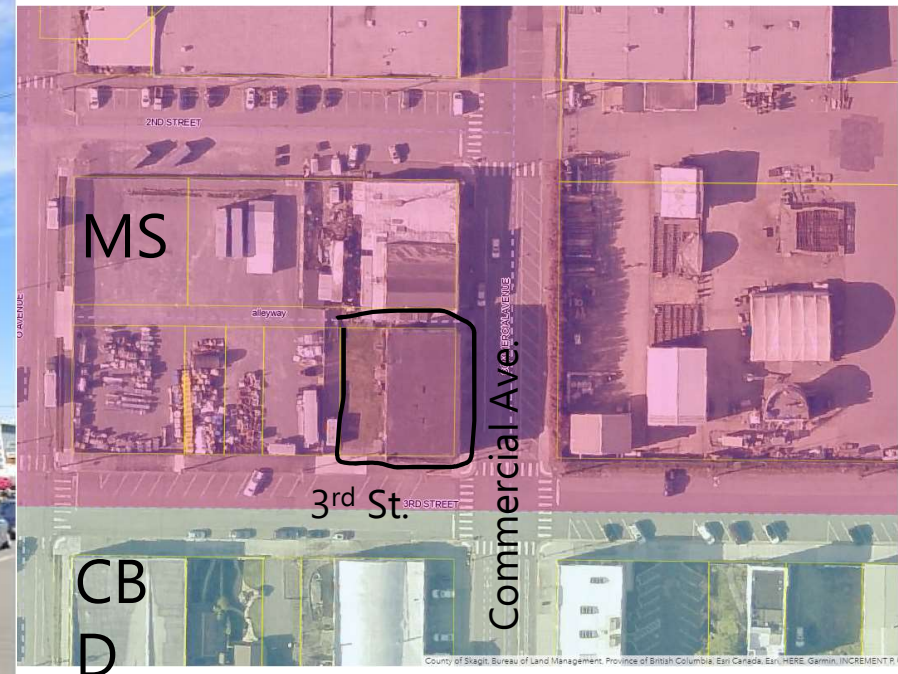
Background

- Nonconforming building/structure = legally established, but doesn't comply with certain current standards
- Regulated by AMC 19.49 *Nonconforming uses and structures*
 - Allowed:*
 - *Routine maintenance*
 - *Restore or replace, but must come into conformance with current standards, unless it would cause reduction in building size*
 - *Additions meeting current standards*
- Issue – may conflict with City's historic preservation goals

●●● Nonconforming Historic Structures



Example – Olson Building





Nonconforming Historic Structures



Public comments (summary):

- 1 comment in support
- WA State Department Archeology and Historic Preservation (DAHP) – suggested edits to incorporate terms and definitions from the International Existing Building Code

Planning Commission Recommendation:

- Adopt the proposed amendments as presented





Item 6d.

Interlocal Agreement for Grant Funding for the 2025 Periodic Comprehensive Plan Update

City Council
January 22, 2024





Background



- Anacortes must review, and if needed, revise its comprehensive plan and development regulations by June 30, 2025 (RCW 36.70A.130(5)(b))
- The WA state legislature provided funding for 2025 jurisdictions based on population
 - WA State Department of Commerce is the granting agency
- Anacortes is eligible for \$125,000 total
- Scope of work and budget estimated by staff based on funding by fiscal year (2024, 2025)
- Additional grant funding (up to \$500k) is expected for climate element work



Staff Recommendation



- Recommend that the City Council authorize the Mayor to execute Interlocal Cooperation Agreement 24-036-PLN -02 between CoA and WA Dept. of Commerce



Item 6e.

**Contract Award:
2025 Periodic Comprehensive Plan Update**

City Council
January 22, 2024





Background



- City staff seeks City Council approval of a contract award (\$100K) to Makers Urban Design and Architecture to assist with 2025 Comprehensive Plan update
- Previous work by Makers
 - 2016 Comprehensive Plan periodic update
 - 2019 Development regulations update
 - 2023 Housing Action Plan



Background



- Proposed Contract - Scope of Work
 - Task 1 – Project initiation
 - Task 2 – Project participation plan
 - Task 3 – Data collection and plan audit
 - Task 4 – Land capacity analysis
 - Task 5 – Draft Land Use goals, policies and future land use map
 - Task 6 – Housing element analysis
 - Task 7 – Draft Housing goals and policies
 - Task 8 – Draft Economic Development goals and policies
 - Task 9 – Other Elements support
 - Task 10 – Public engagement support
 - Task 11 – SEPA support
 - Task 12 – Adoption support

••• Staff Recommendation



- Recommend that the City Council authorize the Mayor to sign contract 24-036-PLN-001 with Makers Architecture and Urban Design in the amount of \$100,000 to perform the 2025 Periodic Comprehensive Plan update

Ordinance No. 4070

An Ordinance Amending the Regulations Contained in Anacortes Municipal Code Section 19.41.040 *Principal Uses Permitted in Residential Zones* and AMC 19.43.010 *Household Living* to Change Certain Housing Types From Conditional Uses to Permitted Outright Uses in the R2 and R3 Zones.

Whereas, on July 18, 2016, the City Council adopted Ordinance 2982 adopting a new Comprehensive Plan pursuant to the City's periodic Growth Management Act Comprehensive Plan amendment and update process; and

Whereas, the Anacortes Comprehensive Plan provides guidance for amending the Anacortes Municipal Code (AMC) development regulations and official zoning map to implement its land use, housing, economic development, transportation, environment and conservation, and other goals and policies; and

Whereas, the Anacortes Comprehensive Plan directs the City to provide for a wide variety of housing types to meet the full range of housing needs for Anacortes' evolving population and to enhance regulatory predictability through streamlining regulations and permitting; and

Whereas, the purpose of the conditional use permit review process is to address the unusual characteristics of a specific use or area in which it is to be located;

Whereas, the Anacortes Municipal Code already contains development standards that adequately address the characteristics and impacts of duplexes, triplexes and other residential uses, thereby making conditional use permit review unnecessary;

Whereas, on January 17, 2023, the City Council adopted Resolution 3104 adopting a Housing Action Plan which recommends strategies to improve the availability and affordability of housing for the entire community; and

Whereas, the proposed amendments are consistent with the Comprehensive Plan and changes recommended by the Housing Action Plan;

Whereas, the proposed amendments are in the best interests of the City of Anacortes residents; and

Whereas, the proposed amendments as set forth herein have been processed, reviewed, considered, and adopted in material compliance with all applicable state and local procedural requirements, standards and requirements, standards, and criteria, including but not limited to the requirements of Chapter 36.70A RCW.

Whereas, a public comment opportunity was provided for the proposed amendments at the December 13, 2023 Planning Commission meeting; and

Whereas, the City Council considered the Planning Commission recommendation at a meeting on _____, 2024.

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

Section 1. Findings. The above recitals are hereby adopted by reference as legislative findings in support of this ordinance.

Section 2. Development Regulation Amendments Adopted. The Anacortes Municipal Code at Sections 19.41.040 and 19.43.010 are hereby amended to read as shown in **Attachment A.**

Section 3. Transmittal to State. Pursuant to RCW 36.70A.106, a copy of this ordinance shall be submitted to the State Department of Commerce.

Section 4. Severability. If any section, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 5. Effective Date. Consistent with RCW 35A.12.130, this ordinance takes effect 5 days after publication.

Section 6. PASSED and APPROVED this ____ day of _____, 2024.

CITY OF ANACORTES:

Matt Miller, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy James Swetnam, City Attorney

AMC Table 19.41.040 is hereby amended to read:

19.41.040 Principal uses permitted in residential zones.

Table 19.41.040 below provides the list of permitted principal uses in residential zones.

NOTE: Accessory uses are not shown in these principal use charts. See AMC Chapter 19.47, Accessory Uses and Structures, for applicable accessory use provisions.

Table 19.41.040

Principal uses permitted in residential zones.

Principal Use	R1	R2	R2A	R3	R3A	R4	R4A	OT	Reference
RESIDENTIAL									
Household Living, as listed below									AMC <u>19.43.010(A)</u>
Single-family	P	P	P	P	P	P	P	P	AMC <u>19.43.010(B)</u>
Single-family, small lot				P	P	P	P		AMC <u>19.43.010(C)</u>
Cottage housing		P	P	P	P	P	P		AMC <u>19.43.010(D)</u>
Duplex		€ P	P	P	P	P	P	P	AMC <u>19.43.010(E)</u>
Triplex				€ P	P	P	P		AMC <u>19.43.010(F)</u>
Townhouse				€ P ^(X)	P	P	P		AMC <u>19.43.010(G)</u> (X) AMC <u>19.43.010(G)(3)</u>
Multifamily, 4 units				€ P	P	P	P		AMC <u>19.43.010(H)</u> and (I)

Principal Use	R1	R2	R2A	R3	R3A	R4	R4A	OT	Reference
Multifamily, 5 or more units						P	P		AMC <u>19.43.010(H)</u> and <u>(I)</u>
Live-work									AMC <u>19.43.010(J)</u>

AMC 19.43.010(G) Townhouses is hereby amended to read:

G. *Townhouses.*

1. *Definition.* A dwelling unit in a row of at least three such units in which each unit has its own front access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more common walls.

2. *Purpose.*

- a. To enhance the character of the street.
- b. To maintain “eyes on the street” for safety to pedestrians and to create a more welcoming and interesting streetscape.
- c. To de-emphasize garages and driveways as major visual elements along the street.
- d. To provide usable open space for residents.
- e. To reduce the apparent bulk and scale of large townhouse buildings.
- f. To promote architectural variety that adds visual interest to the neighborhood.

3. *Zone-Specific Standards.*

- a. *R3 and R3A Zone Standards.* Townhouse structures with up to four 4 attached units are permitted by right. in the R3A zone and conditionally permitted in the R3 zone. Townhouse structures with more than four 4 attached units are prohibited in the R3 and R3A zones.
- b. *R4 and R4A Zone Standards.* Townhouse developments have the following form and intensity adjustments from Table 19.42.020:
 - i. Maximum lot coverage: 60 percent.

ii. Minimum landscaped area: 15 percent.

c. In the MMU zone east of Q Avenue, townhouses and other permitted residential uses within single-purpose buildings may cover up to 60 percent of the site area (parcel or contiguous parcels held under common ownership), provided they meet access, site and building design standards in this title. Associated parking, landscaping, open space, and other facilities accessory to the residential uses are included within the site area limitation. The maximum percentage may be increased through a framework development plan (AMC 19.61.180).

d. *C Zone Standards.*

i. Townhouses that do not meet the standards for live-work dwellings that front on Commercial Avenue within the C zone are prohibited.

ii. Townhouses that do not meet the standards for live-work dwellings are prohibited within the C zone south of 41st Street.

.....

.....4-10 – No change.



Anacortes Planning Commission
Recorded Motion Regarding Amendments to AMC 19.41.040 Principal uses permitted in residential zones and AMC 19.43.010 Household living

Proposal name:	Amend Anacortes Municipal Code Chapter 19.41.040 Principal uses permitted in residential zones and AMC 19.43.010 Household living to change certain housing types from conditional uses to permitted outright in the R2 and R3 zones ("Cs to Ps")
File Number:	LEG-2023-04
Documents available at:	https://www.anacorteswa.gov/1547/Legislative-Planning-Updates
Public hearing body:	Anacortes Planning Commission
Public hearing date:	December 13, 2023
PC deliberations & recommendation:	December 13, 2023

After considering the written and spoken comments and considering the record before it, the Planning Commission enters the following findings of fact, reasons for action, and recommendations to the Anacortes City Council.

Findings of Fact and Reasons for Action

1. The City of Anacortes SEPA Responsible Official issued a Determination of Nonsignificance (DNS) on November 22, 2023.
2. The City notified the State of Washington of its intent to adopt amendments to its development regulations on November 9, 2023. The 60-day notice period ends on January 8, 2024.
3. Public notice of the proposal and the public hearing was provided consistent with AMC 19.16.070, including publication on the Planning, Community & Economic Development Department webpage, email notice to the department's email list, and paid notice in the city's official newspaper.
4. The Planning Commission held a public hearing to take oral and/or written comments on the proposed amendments on December 13, 2023.

5. The Planning Commission deliberated and considered all relevant matters including public hearing testimony and written comments, staff recommendations and analysis, legal advice, and consistency with the Anacortes Comprehensive Plan.
6. Based upon a review of the public testimony, the staff recommendations and analysis, and legal advice, the Planning Commission finds that the proposed amendments would benefit from additional public discussion in the context of the upcoming periodic review and update of the Comprehensive Plan (due in June 2025).

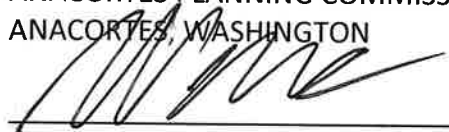
Recommendation

The Planning Commission recommends that the City Council defer consideration of the proposed amendment until the 2025 Comprehensive Plan Periodic Update.

This recorded motion approved December 13, 2023.

Commission Vote	Support	Oppose	Absent	Abstain
Ward MacKenzie, Chair	X			
Jeffrey Graf	X			
Paul Ryan	X			
Frank Jeretzky	X			
Linda Martin	X			
James Stoneman	X			
William McCombs	X			
Total	7	0	0	0

ANACORTES PLANNING COMMISSION
ANACORTES, WASHINGTON


Ward MacKenzie, Planning Commission Chair


Date

LEG-2023-04: Amendments to AMC 19.41.040 *Principal uses permitted in residential zones & 19.43.010 Household living*

11/8/23 Draft

Proposed changes are shown below in ~~Strikeout~~/Underline track changes format.

19.41.040 Principal uses permitted in residential zones.

Table 19.41.040 below provides the list of permitted principal uses in residential zones.

NOTE: Accessory uses are not shown in these principal use charts. See AMC Chapter 19.47, Accessory Uses and Structures, for applicable accessory use provisions.

Table 19.41.040

Principal uses permitted in residential zones.

Principal Use	R1	R2	R2A	R3	R3A	R4	R4A	OT	Reference
RESIDENTIAL									
Household Living, as listed below									AMC <u>19.43.010(A)</u>
Single-family	P	P	P	P	P	P	P	P	AMC <u>19.43.010(B)</u>
Single-family, small lot				P	P	P	P		AMC <u>19.43.010(C)</u>
Cottage housing		P	P	P	P	P	P		AMC <u>19.43.010(D)</u>
Duplex		C P	P	P	P	P	P	P	AMC <u>19.43.010(E)</u>
Triplex				C P	P	P	P		AMC <u>19.43.010(F)</u>
Townhouse				C P ^(X)	P	P	P		AMC <u>19.43.010(G)</u> ^(X) AMC <u>19.43.010(G)(3)</u>

Attachment A

Principal Use	R1	R2	R2A	R3	R3A	R4	R4A	OT	Reference
Multifamily, 4 units					P	P	P		AMC <u>19.43.010(H)</u> and <u>(I)</u>
Multifamily, 5 or more units						P	P		AMC <u>19.43.010(H)</u> and <u>(I)</u>
Live-work									AMC <u>19.43.010(J)</u>

Amend AMC 19.43.010 as follows:

19.43.010 Household living.

A. *Household Living Use Category.* Residential occupancy of a dwelling unit by a household. Household living includes the following uses:

1. Single-family.
2. Single-family, small lot.
3. Cottage housing.
4. Duplex.
5. Triplex.
6. Townhouse.
7. Multifamily, four or more units.
8. Live-work.

B. *Single-Family.* **[NO CHANGE]**.....

C. *Single-family, small lot.* **[NO CHANGE]**.....

D. *Cottage housing.* **[NO CHANGE]**.....

E. *Duplex.* **[NO CHANGE]**.....

F. *Triplex.*

1. *Definition.* A building that is entirely surrounded by open space on the same lot and contains three dwelling units.

2. *Standards.*

- a. Triplexes are subject to the entry and driveway access and garage standards for single-family small lot (subsections (C)(3)(a) and (b) of this section). The entries for individual units may be grouped (including a shared path connecting grouped entries to the sidewalk) or separated.

b. See AMC 19.53.030 for general driveway and access easement standards. Separate driveways are permitted for each unit, provided each driveway is limited to 12 feet in width and meets driveway separation standards in AMC 19.53.030(D).

c. *Standards for Minimum Useable Open Space.*

i. All new triplex units must provide a contiguous open space with a minimum dimension of 15 feet on all sides.

ii. The minimum collective size of usable open space is 10 percent of the lot area. For example, an 8,000-square-foot lot would require at least 800 square feet of usable open space, which could include separate 20-foot by 20-foot usable open spaces for each unit.

iii. Where the usable open space is configured within the street setback, the open space must be defined with a fence or wall (meeting the standards of AMC Chapter 19.66). See Figure 19.43.010(E)(2)(c) for an example.

iv. Covered but unenclosed decks and porches may be used as a part of the usable open space, provided they are a part of a space that meets the standards herein.

v. LID stormwater BMPs, like rain gardens, may be integrated in up to 25 percent of the minimum required usable open space area.

vi. Drive aisles must not count in the calculations for usable open space.

vii. Additions must not create or increase any nonconformity with this standard.

3. Multiple triplexes may be built on the same lot, provided the “additional lot size needed for additional dwelling unit beyond duplex, minimum,” per Table 19.42.020, is met.

G. *Townhouses.*

1. *Definition.* A dwelling unit in a row of at least three such units in which each unit has its own front access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more common walls.

2. *Purpose.*

a. To enhance the character of the street.

b. To maintain “eyes on the street” for safety to pedestrians and to create a more welcoming and interesting streetscape.

- c. To de-emphasize garages and driveways as major visual elements along the street.
- d. To provide usable open space for residents.
- e. To reduce the apparent bulk and scale of large townhouse buildings.
- f. To promote architectural variety that adds visual interest to the neighborhood.

3. *Zone-Specific Standards.*

a. *R3 and R3A Zone Standards.* Townhouse structures with up to four 4 attached units are permitted by right. ~~in the R3A zone and conditionally permitted in the R3 zone.~~ Townhouse structures with more than four 4 attached units are prohibited in the R3 and R3A zones.

b. *R4 and R4A Zone Standards.* Townhouse developments have the following form and intensity adjustments from Table 19.42.020:

- i. Maximum lot coverage: 60 percent.
- ii. Minimum landscaped area: 15 percent.

c. In the MMU zone east of Q Avenue, townhouses and other permitted residential uses within single-purpose buildings may cover up to 60 percent of the site area (parcel or contiguous parcels held under common ownership), provided they meet access, site and building design standards in this title. Associated parking, landscaping, open space, and other facilities accessory to the residential uses are included within the site area limitation. The maximum percentage may be increased through a framework development plan (AMC 19.61.180).

d. *C Zone Standards.*

- i. Townhouses that do not meet the standards for live-work dwellings that front on Commercial Avenue within the C zone are prohibited.
- ii. Townhouses that do not meet the standards for live-work dwellings are prohibited within the C zone south of 41st Street.

4. *Setbacks.* The minimum setbacks set forth in Table 19.42.020 apply to development frontage and external side and rear setbacks of the entire townhouse development. See AMC 19.42.130(C) for exemptions involving interior side setbacks for townhouses.

5. *Entries.*

- a. Clear and obvious pedestrian access between the sidewalk (or the street if there is no sidewalk) and the building entry is required for new dwellings.
- b. All new dwellings must provide a covered pedestrian entry with minimum weather protection of three feet by three feet (a covered porch or recessed entry).
- c. For townhouses where the primary pedestrian access to the dwelling is from an alley or private internal vehicular access, buildings must emphasize individual pedestrian entrances over private garages by using both of the following measures:
 - i. Enhance entries with a trellis, small porch, or other architectural features that provide cover for a person entering the unit and a transitional space between outside and inside the dwelling.
 - ii. Provide a planted area in front of each pedestrian entry of at least 20 square feet in area, with no dimension less than four feet.

Alternative designs will be considered, provided they meet the purpose of the standards.

Figure 19.43.010(G)(5)

Acceptable and unacceptable examples of garage/entry configurations.



The left example features a landscaped area and a trellis to highlight the entry. In the middle image, the balconies and landscaped areas de-emphasize the garage. In the right image, the lack of landscaping near the entries would not be allowed (where this is the primary pedestrian entry to the unit).

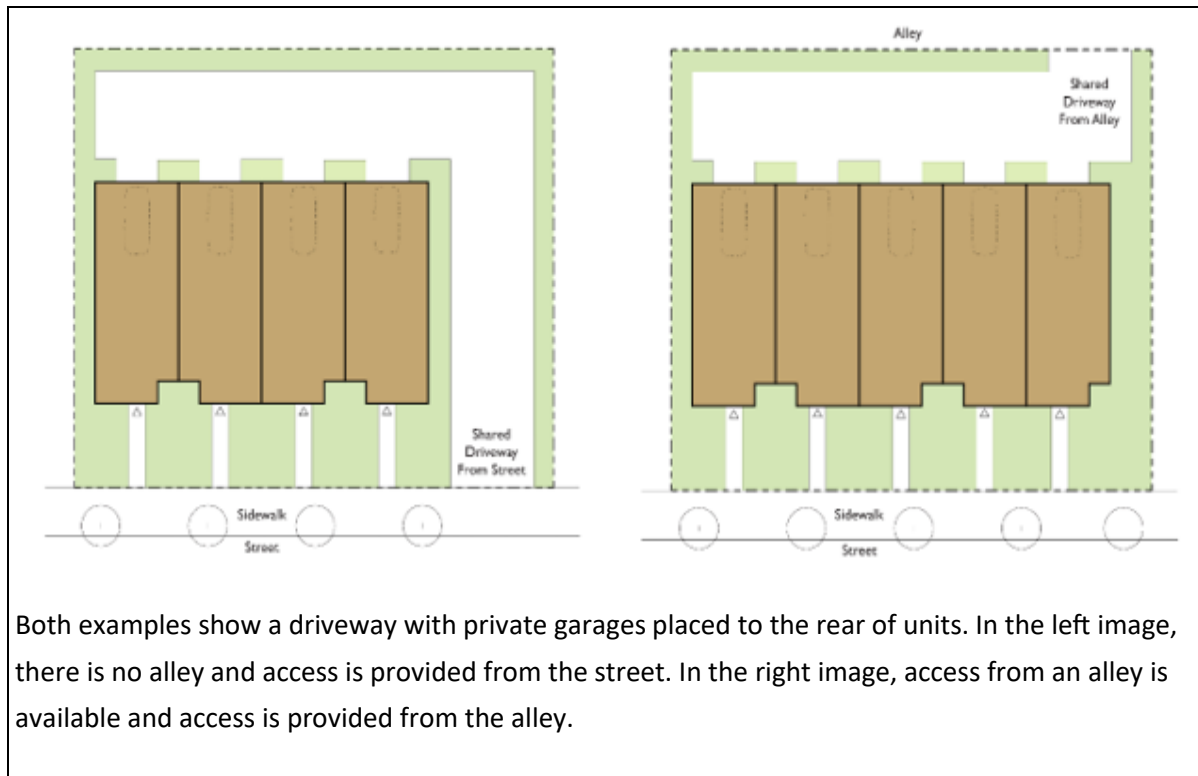
6. *Facade Transparency.* Transparent windows and/or doors are required on at least eight percent of facade area (all vertical surfaces of street-facing elevations). For corner lots, this standard is only applied to the elevation containing the dwelling entry.

7. *Private Garages Facing the Street—Maximum Garage Widths.*

- a. Individual garages facing the street are not allowed for townhouse dwellings unless they are designed to meet driveway standards in AMC 19.53.030. Garages may be provided to the rear of the dwelling via alley access or shared driveway as depicted in Figure 19.43.010(G)(7).
- b. Individual garages facing the street (where allowed) are limited to 12 feet in width.

Figure 19.43.010(G)(7)

Townhouse development examples using side/rear vehicular access.



Both examples show a driveway with private garages placed to the rear of units. In the left image, there is no alley and access is provided from the street. In the right image, access from an alley is available and access is provided from the alley.

8. *Access and Parking.*

- a. Off-street parking standards for townhouses are set forth in AMC 19.64.040 as a type of multifamily residential use (based on the number of bedrooms). Also see AMC 19.64.030(B) for guest parking standards.
- b. See AMC 19.53.030 for driveway and access standards.

c. *Internal Drive Aisle Standards.*

- i. Must meet minimum widths and other standards such as turning radii of the city-adopted International Fire Code.
- ii. Minimum building separation along uncovered internal drive aisles must be 24 feet. Projections into this minimum building separation standard are permitted for each building consistent with the interior side setback projections referenced in AMC 19.42.140. The purpose is to provide adequate vehicular turning radius, allow for landscaping elements on at least one side, and provide adequate light and air on both sides of the dwelling units and vehicle areas, which often function as usable open space for residents.
- iii. See AMC 19.53.050 for other internal circulation requirements.

9. *Usable Open Space.* Townhouse dwelling units must provide open space at least equal to 10 percent of the gross floor area. The required open space may be provided by one or more of the following:

- a. Private ground level open space that is directly adjacent and accessible to dwelling units. Such space must have minimum dimensions of at least 12 feet on all sides and be configured to accommodate human activity such as outdoor eating, gardening, toddler play, etc. Street setbacks may be used to meet this standard, provided they are defined with a fence (meeting standards of AMC Chapter 19.66, Fences, Walls and Hedges).
- b. Balconies, roof decks or porches.
- c. Shared open space that meets the design requirements of AMC 19.62.040(B)(2), provided such space is visible and directly accessible to townhouse dwelling units.
- d. LID stormwater BMPs, like rain gardens, may be integrated in up to 25 percent of the minimum required usable open space area.

Individual private open spaces for one unit that exceed the open space standards may not be used to help meet the open space standards for other dwelling units. Shared open spaces that meet the standards of subsection (G)(9)(c) of this section, however, may be used to supplement private open spaces meeting subsections (G)(9)(a) and (b) of this section to help dwelling units meet the usable open space standards herein.

Figure 19.43.010(G)(9)

Examples of usable open space adjacent to townhouse units.

	
The townhouses above include private ground level open space (a) and balconies (b).	Private ground level open spaces.
	
Freedom Park qualifies as shared open space and may be used to help those townhouses adjacent to the space meet their minimum usable open space requirements.	

10. *Building Design.*

- a. *Townhouse Articulation.* Townhouse buildings must comply with residential building articulation standards in AMC 19.63.040(C), except that the articulation intervals must be no wider than the width of units in the building. Thus, if individual units are 15 feet wide, the building must include at least three articulation features for all facades facing a street, common or other shared open space, and common parking areas at intervals no greater than 15 feet.
- b. *Repetition with Variety.* See Figures 19.43.010(G)(10)(a) and (b). Townhouse developments must employ one or more of the following “repetition with variety” articulation guidelines:
- i. Reversing the elevation of two out of four dwellings (see Figure 19.43.010(G)(10)(a)).
 - ii. Providing different building elevations for external (units on the end or corner of a building) townhouse units (versus internal units) by changing the roofline, articulation, windows, and/or building modulation patterns.
 - iii. Adding a different dwelling design or different scale of the same design, such as adding a one-story version of the basic dwelling design where two stories are typical (or a two-story design where three stories are typical).
 - iv. Other design treatments that add variety or provide special visual interest, such as different cladding materials, window sizes and groupings, roof slopes, porch designs, balconies, etc. While the variable use of color on buildings can be effective in reducing the perceived scale of the building and adding visual interest, color changes alone are not sufficient to meet the purpose of the standards.

Figure 19.43.010(G)(10)(a)

Acceptable townhouse configuration employing the repetition with variety concept.

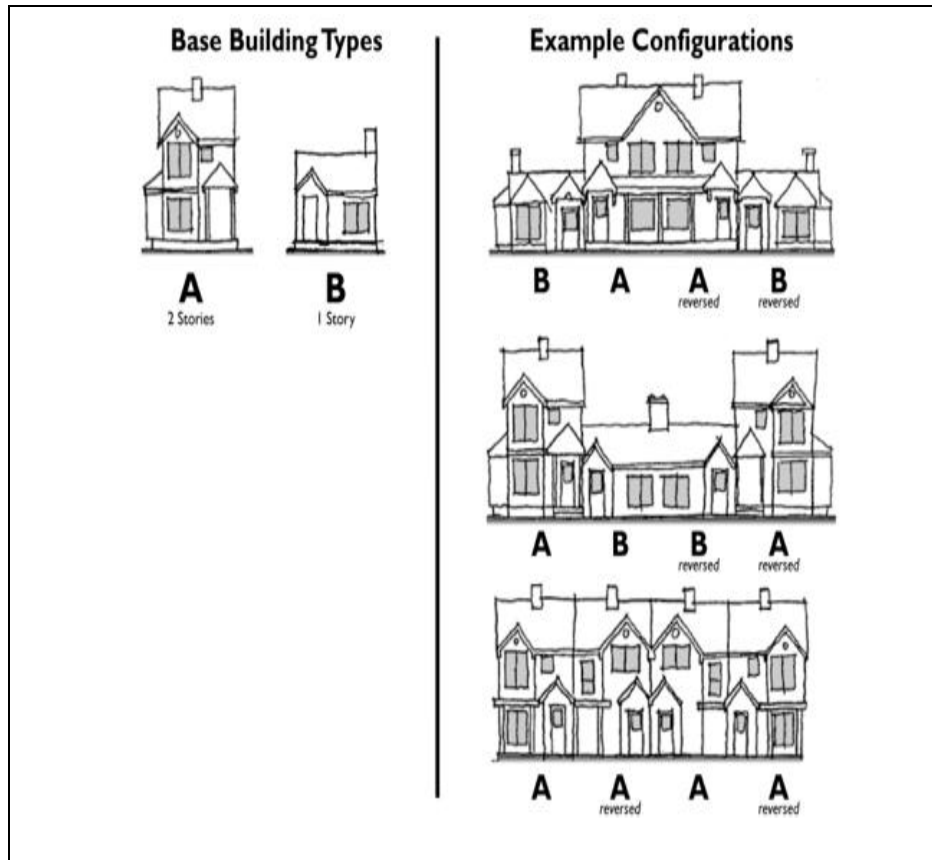


Figure 19.43.010(G)(10)(b)

Acceptable townhouse buildings integrating the “repetition with variety” guidelines.



The internal units in the left image each have distinct, but identical, windows and roof forms. The outside unit is differentiated through the use of building materials, window design, unit size, and facade detailing. The internal and external units in the right example include reverse elevations.

H. *Multifamily.*

1. *Definition.* A building that contains four or more dwelling units. The term also includes any dwelling units that are within a mixed-use building.

2. *Standards.* Multifamily uses are subject to design provisions in Division 6 of this title, including block frontage standards, site planning, building design, and landscaping. See AMC 19.53.050 for internal circulation requirements.

3. *MMU Zone East of Q Avenue Standards.*

a. Multifamily dwellings are allowed on upper floors throughout the site.

b. Multifamily dwellings and other permitted residential uses within single-purpose residential buildings* may cover up to 60 percent of the site area (parcel or contiguous parcels held under common ownership), provided they meet access, site and building design standards in this title. Associated parking, landscaping, open space, and other facilities accessory to the residential uses are included within the site area limitation. The maximum percentage may be increased through a framework development plan (AMC 19.61.180).

* Mixed-use buildings that meet the following criteria are not considered a single-purpose residential building:

- i. At least 50 percent of the ground level building frontage is designed to accommodate nonresidential uses meeting the interior space requirements in subsections (H)(3)(b)(ii) and (iii) of this section.
- ii. Spaces feature 13-foot-minimum floor-to-ceiling height.
- iii. Spaces are at least 50 feet deep.

4. *CM Zone Standards.* Multifamily uses are conditionally permitted, provided it can be demonstrated that the use will not weaken the zone's tourist or marine-oriented purpose, nor diminish the marine values inherent in the zone, such as physical and visual access to waterways and shoreline. Multifamily units that are part of a mixed-use development incorporating commercial marine uses are permitted and single-purpose multifamily developments require a conditional use permit.

5. *MS Zone Standards.*

- a. Multifamily dwellings are conditionally permitted west of Commercial Avenue and south of 2nd Street.
- b. Residential units must be no larger than 800 square feet each and constructed within a mixed-use development.

6. *C Zone Standards.*

- a. Single-purpose multifamily uses that front on Commercial Avenue within the C zone are prohibited.
- b. Single-purpose multifamily uses are prohibited within the C zone south of 41st Street.

7. *R4 and R4A Zone Standards.* Multifamily developments have the following form and intensity adjustments from Table 19.42.020, provided at least 50 percent of all required parking is located within and/or below the structure:

- a. Maximum lot coverage: 75 percent.
- b. Minimum landscaped area: 15 percent.

I. *Multifamily, Restricted.*

1. *Definition.* A dwelling unit restricted to occupancy by a person or persons who satisfy one of the following requirements:

- a. Meet the minimum age in the definition of “housing for older persons” contained in Section 3607(b)(2) of the Federal Fair Housing Act, as amended.
- b. Their domestic partners and/or live-in caregivers are 55 years of age or older and/or disabled.
- c. Are disabled or handicapped regardless of age.

J. *Live-Work.*

1. *Definition.* A dwelling unit designed to accommodate a small commercial enterprise on the ground floor and a residential unit above and/or behind. A live-work unit may be designed as any type of household living dwelling unit.

2. *Standards.*

- a. Permitted nonresidential uses may be those that are permitted in the applicable zone or overlay designation as established by AMC Chapter 19.41, Allowed Uses.
- b. See standards in other subsections of this section for the applicable dwelling type the live-work use resides in.
- c. The nonresidential use may occupy up to 50 percent of the gross floor area of the live-work dwelling.
- d. The ground floor must be designed to accommodate nonresidential uses. This includes an area along the building frontage with:
 - i. Minimum floor-to-ceiling height: 13 feet.
 - ii. Minimum interior depth: 20 feet.
- e. The residential use and the nonresidential use are subject to the provisions of AMC Chapter 19.64, Parking.

Exception: Where nonresidential net floor area is less than 1,000 square feet and where on-street parking is available along the site's frontage, uses that require less than four spaces per 1,000 square feet of net floor area per Table 19.64.040 are exempt from additional off-street parking spaces. For uses in the subject table where "Director decision" is specified, the applicant must supply documentation per AMC 19.64.040(B) that the actual parking demand for the proposed use is less than four spaces.

K. *Manufactured Home.*

- 1. *Definition.* See RCW 35.63.160.
- 2. *Standards.* A manufactured home may be placed on any lot where new single-family residences are allowed and must meet the following requirements:
 - a. The manufactured home must be new.
 - b. The manufactured home must be set upon and attached to a permanent foundation, as specified by the manufacturer, and the space from the bottom of the home to the ground must be enclosed by concrete or a permanent wall finished with standard residential materials, which can be either load-bearing or decorative.
 - c. The manufactured home must comply with applicable design standards for single-family development.

- d. The manufactured home must comply with the state energy code.
- e. The manufactured home otherwise meets all other requirements for a designated manufactured home as defined in RCW 35.63.160.

This section does not override any legally recorded covenants or deed restrictions of record. (Ord. 3040 § 2 (Att. A), 2019)



Planning, Community, & Economic Development Department

904 6th Street / PO Box 547, Anacortes WA 98221

Staff Report

To: Anacortes Planning Commission
Date: December 7, 2023
From: Libby Grage, Planning Manager
Subject: Proposed Development Regulation Amendments – LEG-2023-02, LEG-2023-04, and LEG-2023-05

SUMMARY

This memo describes the regulatory background for the development regulation amendment process; provides an outline of the public review process; analyzes the proposed changes pursuant to the local and State requirements; and describes the Planning, Community & Economic Development Department's (PCED) recommendations to the Planning Commission for deliberation. After the public hearing the Planning Commission will deliberate on each of the proposals and make a recommendation to the City Council.

TABLE OF CONTENTS

SUMMARY	1
BACKGROUND & FINDINGS OF FACT	1
PROPOSED AMENDMENTS	2
LEG-2023-02. AMEND AMC 19.49 <i>NONCONFORMING USES AND STRUCTURES</i>	2
LEG-2023-04. AMEND AMC 19.41.040 <i>PRINCIPAL USES PERMITTED IN RESIDENTIAL ZONES</i> AND AMC 19.43.010 <i>HOUSEHOLD LIVING</i>	3
LEG-2023-05. AMEND AMC 19.47.030 <i>ACCESSORY DWELLING UNIT (ADU)</i>	6
NEXT STEPS	7

BACKGROUND & FINDINGS OF FACT

[Anacortes Municipal Code \(AMC\) Chapter 19.16](#) provides the procedures for review of Legislative Actions, including comprehensive plan and development regulation amendments.

SEPA and AMC Ch. 19.16

The following sections demonstrate the City's compliance with the procedural requirements for legislative actions pursuant to local and State requirements:

1. Compliance with the State Environmental Policy Act (Chapter 197-11 WAC, AMC 19.16.060, and AMC 18.04).

- Staff prepared an environmental checklist for the proposed amendments, dated November 16, 2023. The checklist includes evaluation of all proposed amendments.
- A Determination of Nonsignificance (DNS) was issued based on the environmental checklist on November 22, 2023.
- Any comments received prior to the close of the public comment period will be provided to the Planning Commission.

Conclusion – The proposed amendments will satisfy local and State SEPA requirements at the conclusion of the comment period.

2. Procedural Compliance with the Growth Management Act (RCW 36.70A.106):

- The City must notify the Department of Commerce, at least 60 days in advance, of its intent to adopt comprehensive plan and development regulation amendments.
 - The City requested review from the Department of Commerce on October 12, 2023 for LEG-2023-02 (nonconforming historic structures); the 60-day notice period ends on December 11, 2023.
 - The City requested review from the Department of Commerce on November 9, 2023 for LEG-2023-04 and LEG-2023-05; the 60-day notice period ends on January 8, 2024.
- Staff will file the adopted ordinance(s) with the Department of Commerce within 10 days of the City Council's action.

Conclusion – The proposed amendments will meet the Growth Management Act requirements.

3. Public Notice and Comments (AMC 19.16.070):

- The City published a Notice of Availability, Public Comment, Public Hearing, and SEPA threshold determination (the Notice) in the Anacortes American on November 22, 2023.
- The City distributed the Notice to the City's departmental email list, published it on the City's website, placed it on the City Hall bulletin board and provided a copy to the Library for posting on November 22, 2023.
- Any written comments received prior to the close of the comment period will be presented to the Planning Commissions prior to deliberations.

Conclusion – The City has met the public notice requirements of AMC 19.16.070.

PROPOSED AMENDMENTS

LEG-2023-02. Amend AMC 19.49 *Nonconforming uses and structures*

Summary

The proposed amendment would allow for reconstruction /restoration and enlargement of nonconforming historic buildings.

See **Attachment A** for the current proposed amendment text in strike-through/underline track changes format.

Recommendation

PCED recommends that the Planning Commission recommend to City Council that the proposed amendment be adopted.

Analysis

Under the existing Anacortes Municipal Code ([AMC 19.49.040](#)), nonconforming buildings that are removed or destroyed may only be replaced if they are made to conform to the current zoning code regulations. Also, any additions to nonconforming structures must conform to current zoning and dimensional standards. There are currently no exceptions to these provisions for historic buildings.

The nonconforming provisions, as they currently exist, may conflict with the City's historic preservation goals because they may impede the ability to restore /reconstruct a nonconforming historic building to its preexisting state. They may also negatively impact the feasibility of adaptively reusing and preserving historic buildings. The proposed changes are intended to provide flexibility to encourage preservation of historic buildings.

The proposed amendments further the following Anacortes Comprehensive Plan goals and policies:

Goal LU-3. Historic Preservation. Protect, preserve, and celebrate Anacortes's historic, cultural, and archaeological resources.

Policy LU-3.2. Craft and maintain zoning regulations to balance the need to accommodate anticipated growth while preserving the City's historic resources and character. Consider techniques to integrate incentives and/or site design flexibility for preservation and/or reuse of historic structures.

LEG-2023-04. Amend AMC 19.41.040 *Principal uses permitted in residential zones* and AMC 19.43.010 *Household living*

Summary

The proposed amendments would change [AMC Table 19.41.040](#), the table of principal uses permitted in residential zones, as follows:

- Change duplexes from a conditional use ("C") to a permitted outright use ("P") in the R2 zone
- Change triplexes, townhouses (up to 4 units) and multi-family (up to 4 units) from a conditional use ("C") to a permitted outright use ("P").
- Update the R3 and R3A zone-specific housing type standards in AMC 19.43.010.G.3.a to reflect the changes to Table 19.41.040.

See **Attachment B** for the current proposed amendment text in strike-through/underline track changes format.

Recommendation

PCED recommends the proposed amendment to the Development Regulations be **approved**.

Analysis

The source of these proposed amendments is the [Anacortes Housing Action Plan](#) (HAP), adopted by the Anacortes City Council on January 17, 2023 via [Resolution 3104](#). The HAP recommends strategies to increase the supply of housing, and variety of housing types, needed to serve the housing needs for all income levels in Anacortes. Development of the Anacortes HAP involved extensive public outreach that included stakeholder interviews, community survey, planning commission public meeting, city council public hearing and a city web page that made available related documents and allowed for early and continuous public participation and public comment. The HAP includes a schedule of programs and actions to <https://anacortes.municipal.codes/AMC/19.41> implement its recommendations.

Duplexes in the R2 zone

The HAP includes the following recommendation and rationale for changing duplexes from a conditional use to permitted outright in the R2 zone:

“2.1.2. – Residential Low Density 2 (R2) Zone

Duplexes are proposed to be changed from conditional to outright permitted in the R2 zone. This streamlines the permitting process and reduces uncertainty. Conditional use permits are not necessary for duplexes due to the new 2019 design standards. Also see Strategy 2.4.1 for the minimum lot size recommendation for duplexes.”

Note: The referenced HAP Strategy 2.4.1 recommends reducing the minimum lot size for smaller duplexes (1,200 – 1,400 sq. ft) from 9,000 sq. ft. to 7,500 sq. ft. in the R2 zone; however, **the current amendment proposal does not propose reducing minimum lot sizes at this time and retains the current minimum lot size of 9,000 sq. ft. for a duplex, regardless of unit size.**

The referenced “2019 design standards” for duplexes ([AMC 19.43.010.E](#)) would remain applicable.

Triplexes, Townhouses (up to 4 units) and Multifamily (up to 4 units) in the R3 zone

The HAP includes the following recommendation and rationale for changing triplexes, townhouses (up to 4 units) and multi-family (up to 4 units) from conditional uses to permitted outright in the R3 zone:

“2.1.4 – Residential Medium Density 3 (R3) Zone

Triplexes and townhouses

Triplexes, townhouses, and multi family projects with up to four units are proposed to be changed from conditional to outright permitted in the R3 zone, provided they meet proposed unit size limitations or additional lot size standards (see Strategy 2.4.1 for different options). The zone specific standard for townhomes under AMC 19.43.010(G)(3)(a) can be amended as follows:

- a. *R3 and R3A zone standards: Townhouse structures with up to four attached units are permitted by right ~~in the R3A zone and conditionally permitted in the R3 zone.~~ Townhouse structures with more than four attached units are prohibited in the R3 and R3A zones.*

The lot dimension requirements and standards for open space, parking configuration, and architectural design help ensure that duplexes, triplexes, townhomes, and small multifamily

projects will be compatible with the existing character of these zones without the unnecessary cost and process of a conditional use permit.

Comprehensive Plan policy LU-6.1.D says, 'Encourage [duplexes and triplexes] in the R3 and R4 zones provided design provisions that emphasize a pedestrian-oriented design and the inclusion of usable open space are included.' Such provisions are now in place for not only triplexes but also duplexes, townhouses, and multifamily housing. Allowing uses by right helps encourage them.

Multifamily

The R3 multifamily (4-units) change is also supported by the Comprehensive Plan description of the Residential Medium Designation, which is implemented by the R3 and R3A zones. It says, 'low density multifamily may be allowed under certain circumstances.' Those circumstances are not defined, but the new multifamily design standards adopted in 2019 and the growing need for additional housing supply found by the HAP Existing Conditions and Housing Needs Analysis Reports are notable changes to the situation since the Comprehensive Plan was adopted in 2016. Fourplexes are also valuable because the accessibility requirements of the Fair Housing Act apply in buildings of four or more units."

Note: The referenced HAP Strategy 2.4.1 recommends reducing the minimum lot size for duplexes, townhouses (up to 4 units) and multifamily (up to 4 units); however, **the current amendment proposal does NOT propose reducing minimum lot sizes at this time and retains the current minimum lot size of 7,500 sq. ft. for a duplex, 10,000 sq. ft. for 3 units, and 12,500 sq. ft. for 4 units.**

Townhouses and multifamily projects must meet the use-specific site and building design standards outlined in [AMC 19.43.010.G](#) and [AMC 19.43.010.H](#), respectively.

The proposed amendments further the following Comprehensive Plan goals and policies:

- Policy LU-6.1. Provide for a wide variety of housing types within the city to meet the full range of housing needs for Anacortes' evolving population.

.....

D. Duplexes & Triplexes. Encourage these housing types in the R3 and R4 zones provided design provisions that emphasize a pedestrian design, and the inclusion of usable open space are included.

E. Townhouses. Encourage the development of townhouses in the R3, R4 and on certain side streets in the C and CBD zones as an efficient and popular form of housing for a large demographic of Anacortes' population. Design standards emphasizing pedestrian-oriented design, façade articulation, and usable open space are particularly important.

.....

LEG-2023-05. Amend AMC 19.47.030 Accessory Dwelling Unit (ADU)

Summary

The proposed amendment is to remove the requirement for a property owner to occupy either the accessory dwelling unit or primary dwelling unit on a property.

See **Attachment C** for the current proposed amendment text in strike-through/underline track changes format.

Recommendation

PCED recommends the proposed amendment to the Development Regulations be **approved**.

Analysis

In 2023, [House Bill 1337](#) amended [RCW 36.70A](#) to add significant changes to local government roles for regulating Accessory Dwelling Units. Under the new law, within 6 months of the due date of a jurisdiction's comprehensive plan periodic update, cities and counties must update their regulations for ADUs to be consistent with the statute. Cities and counties:

- Must allow two ADUs per residential lot. They may be attached, detached, or a combination of both, or may be conversions of existing structures.
- **May not require the owner to occupy the property**, and may not prohibit sale as independent units.
- May not charge more than 50% of impact fees charged for the principal unit.
- Must allow an ADU of at least 1,000 square feet and must adjust zoning to be consistent with the bill for such things as height, setbacks, and other regulations.
- Must set consistent parking requirements based on distance from transit and lot size.

The City is required to amend its codes to address all of HB 1337 by December 2025. The current proposed amendment only removes the owner-occupancy requirement at this time.

If a city or county does not amend its rules to be consistent with the law by the deadline, the statutes will **"supersede, preempt and invalidate any conflicting local development regulations."**

The Anacortes HAP includes the following recommendation and rationale for removing the owner-occupancy requirement for ADUs:

"2.3 – ADU Regulations.

Action: Streamline ADU regulations to make them easier to finance, permit, and build.

First... remove the owner occupancy requirement, except for where the ADU is used as a short term rental. This is a common requirement across Washington cities, but it is discriminatory against renters and perpetuates economic exclusion. It also raises financial risk for homeowners by constraining their choice on where to live in the future (especially for seniors and military families) and reduces chances of receiving bank financing for some borrowers. It also unfairly targets ADUs with a restriction that is not in place for any other type of rental housing. The requirement is also difficult to enforce. Removing this restriction is national best practice,

recommended by organizations like the AARP and the Washington chapter of the American Planning Association.”

Note: New short term rentals are not permitted in residential zones, and there is currently a moratorium on the short term rental of dwelling units in most mixed use zones (C, CBD, MMU, CM).

NEXT STEPS

Following the Planning Commission public hearing the Planning Commission should deliberate and make a recommendation to the City Council on each of the proposed amendments. City Council will consider the Planning Commission’s recommendations and adopt any amendments by ordinance at a future city council meeting.

Zoning Changes.docx

Dean and Lisa Maxwell <magg21@frontier.com>

Tue 12/5/2023 6:58 PM

To: Libby Grage <LibbyB@cityofanacortes.org>

Cc: City Council <citycouncil@cityofanacortes.org>

 1 attachments (12 KB)

Zoning Changes.docx;

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

Good day, Planning Commissioners,

Introduction

As an interested community member, I have supported allowing duplexes in the R2 zone and triplexes and fourplexes in the R 3 zone through a Conditional Use process, a process that allowed neighbors to be consulted on the building dimensions and location. It also allowed for discussion and mitigation of water, sewer, stormwater, parking, solar, traffic and view impacts. To quote former City Council member Bud Rock: “neighbors have property rights too” Given our housing challenges, I could support a streamlined administrative conditional use process, but not one that eliminated input from neighbors. Otherwise the proposed zoning amendments would appear on their face to fail to comply with the City Comprehensive Plan, its Vision Statement, Goals, and Policies.

State Environmental Policy Act (SEPA)

A sweeping proposal such as this surely requires more than unsupported declarations in a SEPA Checklist that somehow there will be no impacts. The City’s January 2023 Housing Action Plan could, if fully implemented, dramatically increase the population of our City, require hugely expensive infrastructure upgrades, and destroy significant habitat. Yet, in section after section of the SEPA Checklist the assertion is “no impact”. Frankly, this is very hard to accept when it would significantly alter the character of our small town. As an aside, when the Growth Management Act passed in 1990 our community agreed to embrace its small town character and have its State mandated population allocation absorbed by other cities in the county, Mount Vernon in particular.

Small Cities under 25,000 population

In its recent housing legislation the State legislature carved out an exception to mandatory density increases for small cities, allowing them the opportunity to address their unique history and character. This proposal to allow duplexes etc by right across most of the City fails to take advantage of this opportunity for a careful, thoughtful approach to addressing community housing needs. It also fails to address the State and City Housing Action Plans guidelines that planning actions address the needs of all income sectors. There are proven ways to do this without a sledgehammer approach to zoning regulations that homeowner after homeowner have relied upon for decades. For instance, could the City not assess an affordable housing fee in conjunction with permission to build a duplex in the R2 zone?

Community Dialogue

I respectfully submit that a proposal on this scale should begin with a mailed notice to every property owner in the R2 and R 3 zone, followed by community workshops.

‘Budget constraints’ appear to have lead to proposals such as this being forwarded without the necessary background information and staff reports. For instance, the Housing Needs Analysis needs to be updated to address the recently expanded critical area buffers and include innovative techniques such as planned unit developments and transfer of development rights.

Thank you for this opportunity to comment.

H.Dean Maxwell

LEG-2023-04 et al

afa@isomedia.com <afa@isomedia.com>

Wed 12/6/2023 3:33 PM

To: Libby Grage <LibbyB@cityofanacortes.org>

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

Dec. 6, 2023

Members of the Anacortes Planning Commission:

Please consider delaying approval of the above-mentioned proposal and any related proposals now before the commission.

Considering the magnitude of these proposals and the extremely short notice given the public to thoughtfully examine them, I believe the city is best served by transparency, substantial public review and debate, and an explanation as to the haste behind such proposals.

I am puzzled beyond belief that such land use proposals have emerged with little to no public involvement. What's the big rush?

Sincerely,
Duncan Frazier
400 East Park Drive
Anacortes, WA 98221

3 proposed code changes

Cynthia Richardson <richrson@cnw.com>

Sun 12/10/2023 10:08 PM

To: Libby Grage <LibbyB@cityofanacortes.org>

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

Planning Commissioners,

Please consider the following comments in your deliberations about the three proposed code changes noted below:

- ***AMC 19.49 Nonconforming uses and structures (LEG-2023-02)***

- I support this change.**

- This would allow a nonconforming use or structure to be renovated or enlarged or replaced if it is a historic structure on the national, state, or local historic register. There are very few such structures, as getting on those registers is a long process and strict criteria must be met. Furthermore, since they are existing structures, this would not represent any significant change to a situation that has already existed for many years. Note that life safety codes must still be met and the nonconformity must not be increased.

- In the years since they were built, the neighborhoods and codes have changed to make these structures nonconforming in various particulars. But that doesn't mean that they are not worth saving. Allowing reasonable deviations from zoning and building codes to enable owners to continue making use of these structures enriches our community by preserving its historic buildings.

- This seems like a reasonable way to preserve some of our history. Unlike other parts of our country and around the world, which have buildings hundreds or even thousands of years old, Anacortes has very few old buildings, and even fewer of them are of historic significance. We should take all reasonable steps to enable and encourage owners to preserve these historic buildings.

- **AMC 19.41.040 Principal uses permitted in residential zones & AMC 19.43.010 Household living (LEG-2023-04)**

I urge postponement of this change until further analysis and citizen involvement can occur.

This change will allow fuller utilization of larger lots in the various residential zones, but will have very little impact in most neighborhoods since the extra units would only be allowed on lots that have the required lot size, parking, open space and other requirements.

In most neighborhoods, there appear to be only a few lots here and there that might meet these criteria. So if a block is already fully developed this would have no effect. But insofar as there are a few such lots, it does add a little variety to the neighborhood and opens up the possibility of adding some badly needed moderate size rental units to the city.

However, before approving such sweeping changes, which affect many neighborhoods in Anacortes, it is important for the City to do more analysis, present to the citizens some maps and statistics to show the range of potential impacts, hold hearings where those facts can be discussed - and then, after thorough consideration, make a decision.

A code change of this magnitude should not be made without thorough analysis and citizen participation.

- **AMC 19.47.030 Accessory dwelling units (LEG-2023-05)**

I support this change.

This change will allow non-resident owners to rent both the main house and the ADU without living in either unit.

Some folks have a stereotype that "renters" are transient and don't take as good care of the property as "owners" do, but many renters stay in the same place for decades and take good care of it, and many run-down places are owner occupied. So that's a false generalization.

Certainly there are renters that are irresponsible - and owners too. But it's the person that is at fault, not the fact that they rent rather than own their home. I own my home now, but if I need to sell it and rent instead, I'm still the same person and will take the same care of my home when I am a tenant.

A person or company that buys or builds a property with a main house and an ADU and rents both units has the same incentive to take good care of the property as the owner of any other type of rental property, from one unit to many units - a well kept property is an investment to provide income.

It is perfectly legal for the owner of a single family home or a duplex to rent it to others without living there. Why should a property with an ADU be treated differently? Consider the case of a Navy family who buys a house, adds an ADU, then is reassigned but wants to keep the property for income and then eventually retire and move back to Anacortes. Or someone dies and the heirs want to rent both units for income but they don't want to live there.

Each time an owner moves and rents the house and/or ADU, it decreases the number of owner-occupied units, but at the same time it increases the number of rental units. The reverse is also true, a house + ADU might both be rented for a while, then later a new owner would move in and it would again become owner-occupied. We need both rental and owner-occupied units in many sizes and price ranges for a healthy community.

Thank you for your consideration,

Cynthia Richardson
315 V Avenue
Anacortes, WA 98221

Fwd: Removing conditional use permit process for R2 and R3

pced <pced@cityofanacortes.org>

Tue 12/19/2023 4:30 AM

To: Libby Grage <LibbyB@cityofanacortes.org>

From: Sarah Roberts <saraharoberts@gmail.com>

Sent: Wednesday, December 13, 2023 7:09:32 PM

To: pced <pced@cityofanacortes.org>

Subject: Removing conditional use permit process for R2 and R3

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

Dear Planning commission,

I am opposed to removing the conditional use permit process. The criteria required under the conditional use permit seem completely appropriate. They include allowing input from neighbors, looking at traffic and parking impact etc. All of these seem totally appropriate and the fact that this process takes 6 months and cost some money from the developer seem completely irrelevant.

I am in this zoning area and resent the fact that you are looking into removing my voice. I so appreciate the voices of Mr. Graf and Mr. McKenzie on pushing back on sweeping this in. Please keep the public and neighborly voice in this process.

Many of the developments, I think the Sunset cove Standberg development was mentioned, have done nothing to address or alleviate the housing shortage. In fact it has only attracted very well off and often non resident folks from moving in and settling in. I am not against outsiders moving in. I was one 24 odd years ago. But going forward we need to think about how to address the real problems of housing shortage.

I am so glad you did not move forward with the move to remove the conditional use permitting requirement.

Sincerely

Sarah Roberts

From: Ian Munce <ianmunce@gmail.com>
Sent: Thursday, January 18, 2024 12:51 PM
To: CityClerk
Subject: 1222024 City Council Agenda Item 6a (Draft Ordinance #4070)-Munce Comments

Good day,

1. The most sweeping changes in Anacortes zoning history require more than a SEPA Checklist and Declaration of Non-Significance that keeps reiterating “no impact”. For example the recently enacted Middle Housing Bill, HB1110, stipulates that its new mandates for middle housing do not apply to lots designated with critical areas and their buffers. Yet, there is no analysis in the SEPA Checklist of potential impacts to critical areas and no Mitigated Declaration of Non-Significance condition preventing impacts to our community’s extensive and vulnerable critical areas.

2. These proposals received wide-ranging and detailed public comments. Each and every comment deserves to be addressed in excel spreadsheet format, parsed out, summarized by City staff, and responded to by City staff (even if the response is simply “commented noted”). A selective and cursory response in an oral presentation should not be an acceptable practice. Public comments are an invaluable source of information and should be treated accordingly, especially with a proposal of this magnitude. _____

3. The Housing Action Plan has not yet been integrated into the City Comprehensive Plan, has not been subject to the public participation mandates of RCW 36.70A.140, and has not been reviewed under SEPA. All of these actions need to occur before moving forward with the proposal currently before you.

Thank you for this opportunity to comment.

Ian S. Munce, AICP
1711 Quail Drive
Anacortes

Determination of Non-Significance for Proposed Code Amendments

DESCRIPTION OF PROPOSAL: The City of Anacortes is considering code amendments to the below-described chapters of the Anacortes Municipal code (AMC) as follows:

- **LEG-2023-02** – Amend Anacortes Municipal Code (AMC) Ch. 19.49 *Nonconforming uses and structures* to add reconstruction and addition provisions for nonconforming historic buildings
- **LEG-2023-04** – Amend AMC Section 19.41.040 *Principal uses permitted in residential zones* and AMC 19.43.010 *Household living* to:
 - Change duplexes from a conditional use to a permitted outright use in the R2 zone
 - Change triplexes, townhouses (up to 4 units) and multi-family (up to 4 units), from conditional uses to permitted outright uses in the R3 zone
- **LEG-2023-05** – Amend AMC Section 19.47.030 *Accessory dwelling units* to remove the requirement for owner occupancy on a property with an accessory dwelling unit

LOCATION: These are non-project actions that would apply city-wide.

PROPONENT & LEAD AGENCY: City of Anacortes, Planning, Community and Economic Development (PCED) Department.

CONTACT PERSON: Libby Grage, Planning Manager; libbyb@cityofanacortes.org; 360-299-1986; PO Box 547, Anacortes, WA 98221

The lead agency for this proposal has determined that the proposed amendments will not have a probable adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

ENVIRONMENTAL DETERMINATION COMMENTS: This DNS is issued under WAC [197-11-340\(2\)](#); the lead agency will not act on this proposal for 14 days from the date below. Comments on the environmental determination must be received in writing on or before 5:00 PM **December 6, 2023** (14 days from the date of issuance). Comments received within the 14 days will be reviewed and considered by the PCED Department.

Responsible Official: John Coleman, AICP
Position and Title: Director of Planning, Community & Economic Development
Phone/Email: 360-299-1942; johnc@cityofanacortes.org
Address: P.O. Box 547, Anacortes, WA 98221

Date: 11-22-23

Signature _____



ENVIRONMENTAL DETERMINATION APPEAL PROCESS: You may appeal this determination to the Hearing Examiner. Appeals must be on forms provided by the Department and delivered, along with the appeal fee, to the City Clerk no later than 5:00 PM **December 6, 2023**. You should be prepared to make specific factual objections. Contact the PCED Department to read or ask about the procedures for SEPA appeals (AMC 19.20.180).

ISSUED AND PUBLISHED: November 22, 2023

SENT TO: SEPA Register, Corps of Engineers, DAHP, WDFW, WA Health, DNR, WSDOT, DOE, NW Clean Air, Skagit Transit, Skagit County PDS, County Assessor, Port of Anacortes, Anacortes School District, Skagit Coop, Swinomish and Samish Tribes, PSE, Frontier, CNG and Comcast

SEPA¹ Environmental Checklist

Purpose of checklist

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization, or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. **You may use “not applicable” or “does not apply” only when you can explain why it does not apply and not when the answer is unknown.** You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to **all parts of your proposal**, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for lead agencies

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B, plus the Supplemental Sheet for Nonproject Actions (Part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in “Part B: Environmental Elements” that do not contribute meaningfully to the analysis of the proposal.

¹ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/Checklist-guidance>

A. Background

[Find help answering background questions](#)²

1. Name of proposed project, if applicable:

Proposed code amendments

2. Name of applicant:

City of Anacortes Planning, Community & Economic Development Department

3. Address and phone number of applicant and contact person:

Libby Grage, Planning Manager, 360-299-1986; libbyb@cityofanacortes.org; P.O. Box 547;
Anacortes, WA 98221

4. Date checklist prepared:

November 16, 2023

5. Agency requesting checklist:

City of Anacortes Planning, Community & Economic Development Department

6. Proposed timing of schedule (including phasing, if applicable):

Planning Commission review, public hearing, and recommendation – November/December 2023

City Council review and adoption – January/February 2024

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

No

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

None

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

This is a non-project action affecting multiple parcels in the City of Anacortes.

10. List any government approvals or permits that will be needed for your proposal, if known.

The City of Anacortes City Council would need to approve the proposed amendments and adopt them by ordinance.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on

² <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-A-Background>

this page. (Lead agencies may modify this form to include additional specific information on project description.)

The proposal is to amend the Anacortes Municipal Code as follows:

- **LEG-2023-02** – Amend Anacortes Municipal Code (AMC) Ch. 19.49 *Nonconforming uses and structures* to add reconstruction and addition provisions for nonconforming historic buildings
- **LEG-2023-04** – Amend AMC Section 19.41.040 *Principal uses permitted in residential zones* and AMC 19.43.010 *Household living* to:
 - Change duplexes from a conditional use to a permitted outright use in the R2 zone
 - Change triplexes, townhouses (up to 4 units) and multi-family (up to 4 units), from conditional uses to permitted outright uses in the R3 zone
- **LEG-2023-05** – Amend AMC Section 19.47.030 *Accessory dwelling units* to remove the requirement for owner occupancy on a property with an accessory dwelling unit

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The proposed updates would be effective city-wide.

B.Environmental Elements

1. Earth

[Find help answering earth questions³](#)

a. General description of the site:

The City of Anacortes includes a variety of terrain, including flat, rolling, hilly, and steep slopes.

Circle or highlight one: Flat, rolling, hilly, steep slopes, mountainous, other:

b. What is the steepest slope on the site (approximate percent slope)?

Anacortes includes a variety of slopes throughout the city, including certain areas with up to 100% slope. The steepest slopes are primarily located along the marine shoreline and Mount Erie.

³ <https://ecology.wa.gov/regulations-permits/sepa/environmental-review/sepa-guidance/sepa-checklist-guidance/sepa-checklist-section-b-environmental-elements/environmental-elements-earth>

- c. **What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them, and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.**

Soils within the city Bellingham silt loam, Bow gravelly loam, Bow-Urban land complex, Catla gravelly fine sandy loam, Clallam gravelly loam, Coveland gravelly loam, Coveland-Bow complex, Dystric Xerochrepts, Fidalgo-Lithic Xerochrepts Rock outcrop complex, Guemes very stony loam, Guemes very gravelly loam, sandy substratum, Hydraquents, tidal, Keystone loamy sand, Laconner very gravelly loamy sand, Lithic Haploxerolls – Rock outcrop complex, Mukilteo muck, Norma silt loam, Pits, Swinomish gravelly loam, Swinomish-Fidalgo Rock outcrop complex, Tacoma silt, Tacoma silt loam, Terric Medisaprists, Whistle-Fidalgo-Rock outcrop complex, and Xerorthents.

There are no known agricultural lands of long-term commercial significance.

Because this proposal is non-project in nature, it will not result in any soil removal.

- d. **Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.**

Geologically hazardous areas within the City include steep slopes, landslide and erosion hazards, and seismic hazards (liquefaction prone areas). These hazard areas are concentrated along the northern portion of Anacortes near Guemes Channel and Burrows Bay near Washington Park. Liquefaction prone areas are located in areas of modified shorelines near Skyline and the eastern part of the city along Fidalgo Bay.

- e. **Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.**

This non-project proposal directly result in any filling, excavation, or grading.

- f. **Could erosion occur because of clearing, construction, or use? If so, generally describe.**

Because this proposal is non-project in nature, it will not directly result in any erosion.

- g. **About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?**

This non-project proposal will not directly result in the addition of any impervious surface.

- h. **Proposed measures to reduce or control erosion, or other impacts to the earth, if any.**

This non-project proposal will not directly result in any erosion or other impacts to the earth.

2. Air

[Find help answering air questions](#)⁴

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.**

This non-project proposal will not directly result in any emissions to the air.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.**

This non-project proposal will not be affected by emissions or odor.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:**

None.

3. Water

[Find help answering water questions](#)⁵

- a. Surface:**

[Find help answering surface water questions](#)⁶

- 1. Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.**

Anacortes is surrounded on three sides by marine shorelines including Guemes Channel, Burrows Bay, Fidalgo Bay, and a portion of Padilla Bay, with lakes including Little Cranberry, Heart, Whistle, and a portion of Lake Erie.

There are multiple streams located within city limits including Whistle Creek, Happy Valley Stream, Ace of Hearts Creek, Beaver Brook, Cranberry Creek, Clyde Creek, Anaco Bourn, Morrison Run, Cedar Springs, Weaverling Rill, Miller Creek, Aqua Creek, Howard Creek, Summit Creek, and March's Run.

- 2. Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.**

No, this is a non-project action.

⁴ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-Air>

⁵ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-3-Water>

⁶ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-3-Water/Environmental-elements-Surface-water>

3. **Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.**

This non-project proposal will not involve any fill or dredging of surface waters or wetlands.

- a. **Will the proposal require surface water withdrawals or diversions? Give a general description, purpose, and approximate quantities if known.**

This non-project proposal will not require surface water withdrawals or diversions.

4. **Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.**

Parts of Anacortes are located within the 100-year floodplain as mapped by the Federal Emergency Management Agency (FEMA) flood insurance rate maps (FIRMs)

5. **Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.**

This non-project proposal will not involve any discharges of waste materials to surface waters.

b. Ground:

[Find help answering ground water questions⁷](#)

1. **Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give a general description, purpose, and approximate quantities if known.**

This non-project proposal will not involve withdrawal of groundwater from a well for drinking water or any other purpose, nor will it involve discharges to groundwater.

2. **Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (domestic sewage; industrial, containing the following chemicals...; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.**

This non-project proposal will not involve discharge of waste into the ground.

c. Water Runoff (including stormwater):

1. **Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.**

This non-project proposal will not generate stormwater.

⁷ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-3-Water/Environmental-elements-Groundwater>

2. Could waste materials enter ground or surface waters? If so, generally describe.

This non-project proposal will not involve waste materials entering the ground or surface waters.

3. Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

This non-project proposal will not affect drainage patterns.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

None.

4. Plants

[Find help answering plants questions](#)

a. Check the types of vegetation found on the site:

☒ **deciduous tree: alder, maple, aspen, other**

☒ **evergreen tree: fir, cedar, pine, other**

☒ **shrubs**

☒ **grass**

☒ **pasture**

☐ **crop or grain**

☒ **orchards, vineyards, or other permanent crops.**

☒ **wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other**

☒ **water plants: water lily, eelgrass, milfoil, other**

☒ **other types of vegetation**

b. What kind and amount of vegetation will be removed or altered?

This non-project proposal will not result in vegetation removal or alteration.

c. List threatened and endangered species known to be on or near the site.

Various species of rare plants, listed by the Washington Natural Heritage Program, may occur within the city.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any.

None.

e. List all noxious weeds and invasive species known to be on or near the site.

Various species of noxious weeds and invasive species are known to occur throughout Anacortes.

5. Animals

[Find help answering animal questions](#)⁸

- a. **List any birds and other animals that have been observed on or near the site or are known to be on or near the site.**

Examples include:

- **Birds:** hawk, heron, eagle, songbirds, other:
- **Mammals:** deer, bear, elk, beaver, other:
- **Fish:** bass, salmon, trout, herring, shellfish, other:

Many species of birds, mammals, and fish are known to occur throughout Anacortes.

- b. **List any threatened and endangered species known to be on or near the site.**

Bull trout, Puget Sound Chinook, Puget Sound Steelhead, Southern Resident Killer Whale, Yelloweye Rockfish, Bocaccio Rockfish and Marbled Murrelet are known to occur along the marine shoreline of Anacortes.

- c. **Is the site part of a migration route? If so, explain.**

Anacortes is within located within the Pacific Flyway migration route utilized by waterfowl migrating north into Alaska and northern Canada.

- d. **Proposed measures to preserve or enhance wildlife, if any.**

None.

- e. **List any invasive animal species known to be on or near the site.**

None known.

6. Energy and natural resources

[Find help answering energy and natural resource questions](#)⁹

- a. **What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.**

This non-project proposal will not result in any energy use.

- b. **Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.**

This non-project proposal will not affect the potential use of solar energy by adjacent properties.

⁸ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-5-Animals>

⁹ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-6-Energy-natural-resou>

- c. **What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any.**

None.

7. Environmental health

[Health Find help with answering environmental health questions](https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-7-Environmental-health)¹⁰

- a. **Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur because of this proposal? If so, describe.**

This non-project proposal will not result in any environmental health hazards.

1. **Describe any known or possible contamination at the site from present or past uses.**

Anacortes has various sites that have known or possible contamination from present or past uses.

2. **Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.**

This non-project proposal is not expected to be affected by hazardous chemicals/conditions.

3. **Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.**

This non-project proposal will not result in storage, use or production of hazardous chemicals.

4. **Describe special emergency services that might be required.**

This non-project proposal will not result in the need for any special emergency services.

5. **Proposed measures to reduce or control environmental health hazards, if any.**

None.

b. Noise

1. **What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?**

This non-project proposal will not be affected by noise in the area.

¹⁰ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-7-Environmental-health>

- 2. What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site)?**

This non-project proposal would not create any noise.

- 3. Proposed measures to reduce or control noise impacts, if any:**

None.

8. Land and shoreline use

[Find help answering land and shoreline use questions](#)¹¹

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.**

Land uses throughout the city include residential, recreational, industrial, multi-family, public and institutional uses, and vacant land. Because the proposal is non-project in nature, it will not affect current land uses on properties in the city.

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses because of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?**

There are no known working farmlands or working forest lands within the Anacortes city limits.

- 1. Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how?**

No.

- c. Describe any structures on the site.**

There are a variety of structures located throughout city limits.

- d. Will any structures be demolished? If so, what?**

This non-project proposal will not result in the demolition of any structures.

- e. What is the current zoning classification of the site?**

Anacortes includes a variety of zoning designations.

- f. What is the current comprehensive plan designation of the site?**

Anacortes includes a variety of comprehensive plan designations.

- g. If applicable, what is the current shoreline master program designation of the site?**

¹¹ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-8-Land-shoreline-use>

Anacortes includes a variety of shoreline master program designations along its marine shoreline and freshwater lakes.

- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.**

A variety of classified critical areas are known to be located within the city, including wetlands, fish and wildlife habitat conservation areas, geologically hazardous areas, critical aquifer recharge areas, and frequently flooded areas.

- i. Approximately how many people would reside or work in the completed project?**

Because this is a non-project proposal, this question is not applicable.

- j. Approximately how many people would the completed project displace?**

Because this proposal is non-project in nature, zero people would be displaced as part of the project.

- k. Proposed measures to avoid or reduce displacement impacts, if any.**

None.

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any.**

This non-project proposal is not anticipated to result in any incompatibility issues.

- m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:**

None.

9. Housing

[Find help answering housing questions](#)¹²

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.**

Because this is a non-project proposal, no new housing units would be provided.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.**

Because this is a non-project proposal, no housing units would be eliminated.

- c. Proposed measures to reduce or control housing impacts, if any:**

None.

¹² <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-9-Housing>

10. Aesthetics

[Find help answering aesthetics questions](#)¹³

- a. **What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?**

This non-project proposal will not directly result in any structures being built.

- b. **What views in the immediate vicinity would be altered or obstructed?**

None – this is a non-project proposal.

- c. **Proposed measures to reduce or control aesthetic impacts, if any:**

None.

11. Light and glare

[Find help answering light and glare questions](#)¹⁴

- b. **What type of light or glare will the proposal produce? What time of day would it mainly occur?**

This non-project proposal would not produce any light or glare.

- c. **Could light or glare from the finished project be a safety hazard or interfere with views?**

No.

- d. **What existing off-site sources of light or glare may affect your proposal?**

None.

- e. **Proposed measures to reduce or control light and glare impacts, if any:**

None.

12. Recreation

[Find help answering recreation questions](#)

- a. **What designated and informal recreational opportunities are in the immediate vicinity?**

Anacortes contains many designated and informal recreational opportunities, including city parks, the Anacortes Community Forest Lands, beaches, trails, boating, and more.

- b. **Would the proposed project displace any existing recreational uses? If so, describe.**

No.

- c. **Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:**

¹³ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-10-Aesthetics>

¹⁴ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-11-Light-glare>

None.

13. Historic and cultural preservation

[Find help answering historic and cultural preservation questions](#)¹⁵

- a. **Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.**

There are many buildings in Anacortes that are over 45 years old. Some of them are eligible for listing, or are listed, in national, state, or local preservation registers.

- b. **Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.**

There are landmarks, features, or other evidence of Indian or historic use or occupation in various locations throughout Anacortes.

- c. **Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.**

Staff referred to the department of archaeology and historic preservation and the Anacortes register of historic places, but because the proposal is non-project in nature, it will not have a direct impact on any cultural or historic resources.

- d. **Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.**

None.

14. Transportation

[Find help with answering transportation questions](#)¹⁶

- a. **Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.**

There are a variety of public streets and highways in Anacortes.

- b. **Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?**

Skagit Transit provides public transit service throughout Anacortes.

¹⁵ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-13-Historic-cultural-p>

¹⁶ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-14-Transportation>

- c. **Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle, or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).**

Because this proposal is non-project in nature, it will not require any new or improvements to existing roads, streets, pedestrian, bicycle, or state transportation facilities.

- d. **Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.**

This non-project proposal will not use water, rail or air transportation.

- e. **How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?**

This non-project proposal will not generate any vehicular trips.

- f. **Will the proposal interfere with, affect, or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.**

This non-project proposal will not affect or be affected by movement of agricultural and forest products on roads or streets.

- g. **Proposed measures to reduce or control transportation impacts, if any:**

None.

15. Public services

[Find help answering public service questions¹⁷](#)

- a. **Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.**

This non-project proposal will not result in an increased need for public services.

- b. **Proposed measures to reduce or control direct impacts on public services, if any.**

None.

16. Utilities

[Find help answering utilities questions¹⁸](#)

- a. **Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other:**

All of the above utilities are available within the Anacortes city limits.

¹⁷ <https://ecology.wa.gov/regulations-permits/sepa/environmental-review/sepa-guidance/sepa-checklist-guidance/sepa-checklist-section-b-environmental-elements/environmental-elements-15-public-services>

¹⁸ <https://ecology.wa.gov/regulations-permits/sepa/environmental-review/sepa-guidance/sepa-checklist-guidance/sepa-checklist-section-b-environmental-elements/environmental-elements-16-utilities>

- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

This non-project proposal will not result in the need for any utility services.

C. Signature

[Find help about who should sign](#)¹⁹

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.



Type name of signee: Libby Grage

Position and agency/organization: Planning Manager, PCED Department, City of Anacortes

Date submitted: November 20, 2023

D. Supplemental sheet for nonproject actions

[Find help for the nonproject actions worksheet](#)²⁰

Do not use this section for project actions.

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

The proposed amendments are not anticipated to result in an increase in discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise as compared to existing land use plans.

- Proposed measures to avoid or reduce such increases are:

None.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

¹⁹ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-C-Signature>

²⁰ <https://ecology.wa.gov/regulations-permits/sepa/environmental-review/sepa-guidance/sepa-checklist-guidance/sepa-checklist-section-d-non-project-actions>

The proposed amendments are not likely to affect plants, animals, fish, or marine life.

- **Proposed measures to protect or conserve plants, animals, fish, or marine life are:**
None.

3. How would the proposal be likely to deplete energy or natural resources?

The proposed amendments are not likely to deplete energy or natural resources.

- **Proposed measures to protect or conserve energy and natural resources are:**
None.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

The proposed amendments are not likely to affect environmentally sensitive areas or areas designated for governmental protection.

- **Proposed measures to protect such resources or to avoid or reduce impacts are:**
None.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The proposed amendments are not likely to affect land and shoreline use

- **Proposed measures to avoid or reduce shoreline and land use impacts are:**
None.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The proposed amendments are not likely to increase demands on transportation or public services and utilities.

- **Proposed measures to reduce or respond to such demand(s) are:**
None.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

- The proposed amendments are not anticipated to conflict with local, state, or federal laws, or requirements for protection of the environment.
 - Amendments to AMC Section 19.47.030 *Accessory dwelling units* to remove the requirement for owner occupancy on a property with an accessory dwelling unit will partially implement HB 1337 involving new state requirements for ADUs, which include prohibiting local jurisdictions from requiring owner-occupancy.

- Amendments changing the review process for duplexes and triplexes in certain zones from a conditional use permit review process to permitted outright is consistent with local plans and state housing guidance to reduce barriers to building middle housing types.
- Amendments to allow for reconstruction of nonconforming structures that are on a local, state or federal historic register are in line with city and state historic preservation goals.



Notice of Availability

Including written comment period, public hearing date, and environmental determination

Publish Date:	November 22, 2023
Proposal Name:	City of Anacortes proposed amendments to Anacortes Municipal Code (AMC) Chapter 19.49 <i>Nonconforming uses and structures</i> , AMC 19.41.040 <i>Principal uses permitted in residential zones</i> , AMC 19.43.010 <i>Household living</i> , and AMC 19.47.030 <i>Accessory dwelling units</i>
Documents Available At:	https://www.anacorteswa.gov/1547/Legislative-Planning-Updates
Lead Agency:	City of Anacortes, Planning, Community & Economic Development Department
SEPA Responsible Official:	John Coleman, AICP, Director
Written Comment Deadline:	Wednesday, December 6, 2023
Public Hearing Date:	Wednesday, December 13, 2023 at 6:00 PM
Public Hearing Body:	Anacortes Planning Commission City Hall Council Chambers 904 6 th Street, Anacortes, WA 98221
Contact Person:	Libby Grage, Planning Manager libbyb@cityofanacortes.org ; 360-299-1986

Proposal File Number(s) & Description(s):

- **LEG-2023-02** – Amend Anacortes Municipal Code (AMC) Ch. 19.49 *Nonconforming uses and structures* to add reconstruction and addition provisions for nonconforming historic buildings
- **LEG-2023-04** – Amend AMC Section 19.41.040 *Principal uses permitted in residential zones* and AMC 19.43.010 *Household living* to:
 - Change duplexes from a conditional use to a permitted outright use in the R2 zone
 - Change triplexes, townhouses (up to 4 units) and multi-family (up to 4 units), from conditional uses to permitted outright uses in the R3 zone
- **LEG-2023-05** – Amend AMC Section 19.47.030 *Accessory dwelling units* to remove the requirement for owner occupancy on a property with an accessory dwelling unit

SEPA Threshold Determination

The City of Anacortes has determined that this proposal does not have a probable significant adverse impact on the environment. An environmental impact statement is not required under the State Environmental Policy Act, RCW 43.21C.030(2)(c). This determination was made after review of a completed environmental checklist and other information on file with the lead agency and is available upon request.

The threshold determination is issued under a separate cover, available on the website and the address above. The City of Anacortes will not act on this proposal during the comment period. Written comments regarding the Determination of Nonsignificance must be submitted by the deadline above and in the same manner as other comments. Appeals of this environmental determination may be made per the procedures outlined in AMC Ch. 18.04 and Ch. 19.20 by December 6, 2023, at 5:00 PM. Additional information regarding the appeal process may be obtained from the City of Anacortes PCED Department, 360-299-1984.

How to Comment

Comments are accepted via email, paper, or verbally.

Email comments are preferred and must be sent to libbyb@cityofanacortes.org.

Paper comments may be mailed or delivered to:

City of Anacortes
Planning, Community & Economic Development Department
ATTN: Libby Grage
P.O. Box 547 / 904 6th St.
Anacortes, WA 98221

Verbal comments may be made at the Public Hearing. The public hearing will be held as hybrid meeting, with virtual and in-person attendance options. Virtual meeting access and participation information can be found here:

<https://www.anacorteswa.gov/700/Meeting-Documents-and-Video>



Code Amendments

LEG-2023-02, LEG-2023-04, LEG-2023-05

City of Anacortes | Planning, Community & Economic Development

Planning Commission

Public Hearing

December 13, 2023





Proposed amendments to the development regulations in Anacortes Municipal Code - Title 19 Unified Development Code

- LEG-2023-02. Restoration and enlargement of nonconforming historic buildings
- LEG-2023-04. Changing certain housing types in some zones from Conditional uses to Permitted outright uses
- LEG-2023-05. Eliminating the accessory dwelling unit owner occupancy requirement



Suggested plan for tonight



For each amendment proposal:

1. Staff presentation
2. PC questions
3. Public hearing
4. Deliberation
5. Recommendation

●●● BACKGROUND



10/12/23 & 11/9/23	Notice of intent to adopt to Commerce
11/8/23	PC Work Session
11/22/23	SEPA DNS issued & NOH/comment period published
12/6/23	Written comment period ended
12/13/23	Public hearing (tonight)



LEG-2023-02

Amendment to AMC 19.49 *Nonconforming uses and structures*



••• Nonconforming Historic Structures



Proposal:

- Allow nonconforming historic structures to be rebuilt/restored to pre-existing nonconforming configuration
- Provide flexibility for additions or alterations to promote investment and economically feasible adaptive reuse of historic structures, while maintaining historic character

●●● Nonconforming Historic Structures



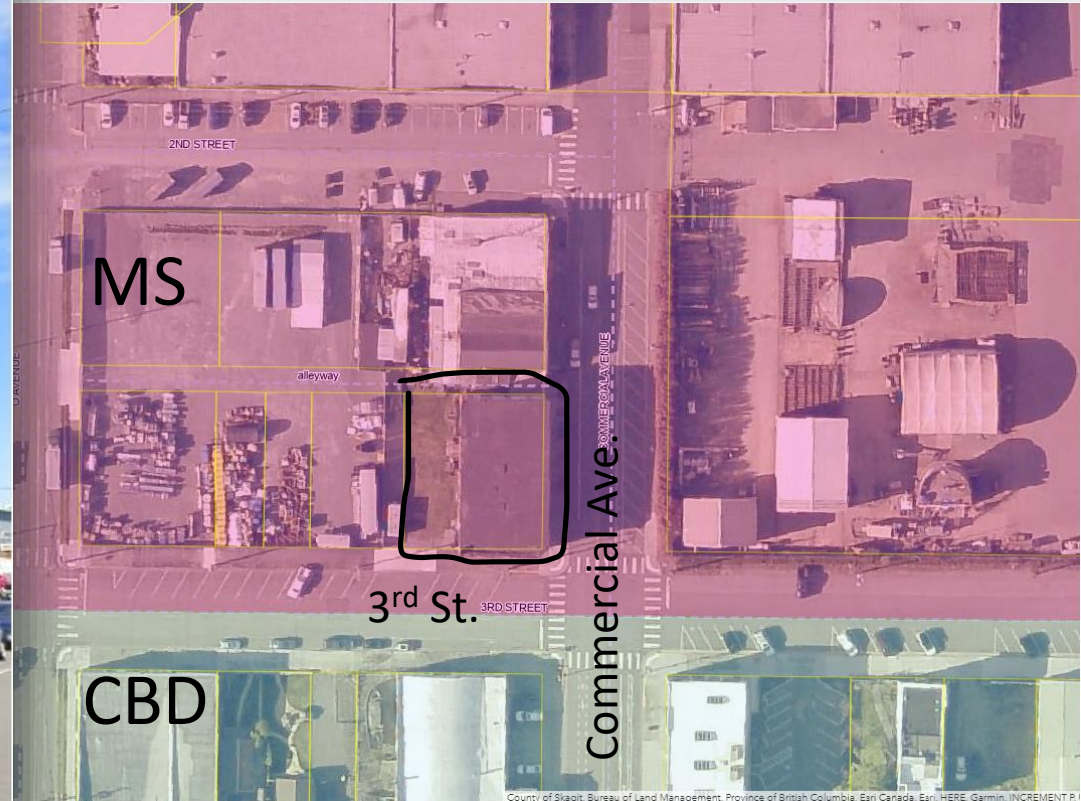
Background

- Nonconforming building/structure = legally established, but doesn't comply with certain current standards
- Regulated by AMC 19.49 *Nonconforming uses and structures*
 - Allowed:*
 - *Routine maintenance*
 - *Restore or replace, but must come into conformance with current standards, unless it would cause reduction in building size*
 - *Additions meeting current standards*
- Issue – may conflict with City's historic preservation goals

●●● Nonconforming Historic Structures



Example – Olson Building





Nonconforming Historic Structures



Proposed amendment:

D. Historic Buildings and Structures. Nothing in this Chapter prevents the full restoration by reconstruction of a building or structure which is either listed on the National Register of Historic Places, the Washington State Register of Historic Places, the Washington State Cultural Resource Inventory, or the Anacortes Register of Historic Places.

1. "Restoration" means reconstruction of the historic building or structure with as nearly the same visual design appearance and materials as is consistent with full compliance with the State Building Codes and consistent with any historic preservation provisions adopted by the city.

2. The reconstruction of all such historic buildings and structures must comply with the life safety provisions of the State Building Codes.

3. Enlargement or alteration that does not increase the nonconformity or disrupt the eligibility of a building or structure for listing on historic lists or registers may be permitted.



Nonconforming Historic Structures



Comments received as of 12/12 (summary):

- 1 comment in support
- WA State Department Archeology and Historic Preservation (DAHP) – suggested edits to incorporate terms and definitions from the International Existing Building Code

Proposed changes based on DAHP comments:

(NEW SECTION, red = DAHP suggested changes)

D. Historic Buildings and Structures. Nothing in this Chapter prevents the full alteration, addition to, repair, restoration by or reconstruction of a building or structure which is either listed on the National Register of Historic Places, the Washington State Register of Historic Places, the Washington State Cultural Resource Inventory, or the Anacortes Register of Historic Places.

1. The alteration, addition, repair, restoration, and reconstruction of all such historic buildings and structures must comply with the life safety provisions of the State Building Codes, as adopted in AMC 19.14.

2. Additions ~~Enlargement~~ or alterations that does not increase the nonconformity or disrupt the eligibility of a building or structure for listing on historic lists or registers may be permitted.

3. Definitions.

a. "Addition" means an extension or increase in floor area, number of stories, or height of a building or structure.

b. "Alteration" means any construction or renovation to an existing structure.

c. "Restoration" means restoring an existing building to an appearance or previous use it one had that may be currently deemed as nonconforming.

d. ~~"Restoration"~~ "Reconstruction" means ~~reconstruction~~ rebuilding an existing of the historic building or structure with as nearly the same visual design appearance and materials as is consistent with full compliance with the State Building Codes adopted by AMC 19.14, and consistent with any historic preservation provisions adopted by the city.





Public Hearing Deliberation Recommendation



LEG-2023-04

Amendment to AMC 19.41.040 *Principal uses
permitted in residential zones*





Proposal:

- Change duplexes from a conditional use to a permitted outright use in the R2 zone
- Change triplex, townhouse and multi-family (up to 4-units) from conditional uses to a permitted outright uses in the R3 zone

LEG-2023-04 – Change Cs to Ps



Proposed Revisions

- Amend AMC Table 19.41.040 Principal uses permitted in residential zones

Principal Use	R1	R2	R2A	R3	R3A	R4	R4A	OT	Reference
Residential									
Household living									AMC 19.43.010(A)
Single-family	P	P	P	P	P	P	P	P	AMC 19.43.010(B)
Single-family, small lot				P	P	P	P		AMC 19.43.010(C)
Cottage housing		P	P	P	P	P	P		AMC 19.43.010(D)
Duplex		€P	P	P	P	P	P	P	AMC 19.43.010(E)
Triplex				€P	P	P	P		AMC 19.43.010(F)
Townhouse				€P	P	P	P		AMC 19.43.010(G)
Multifamily, 4 units				€P	P	P	P		AMC 19.43.010(H) and (I)
Multifamily, 5 or more units						P	P		AMC 19.43.010(H) and (I)
Live-work									



Proposed Revisions

- Amend AMC Table 19.43.010 Household living

G. Townhouses

3. *Zone-Specific Standards.*

a. *R3 and R3A Zone Standards.* Townhouse structures with up to ~~four~~ 4 attached units are permitted by right. ~~in the R3A zone and conditionally permitted in the R3 zone.~~

Townhouse structures with more than four 4 attached units are prohibited in the R3 and R3A zones.



City of Anacortes Zoning Map

Cummins Channel

Since 2011:
1 duplex R2 (now R2A)
1 triplex in R3

R2

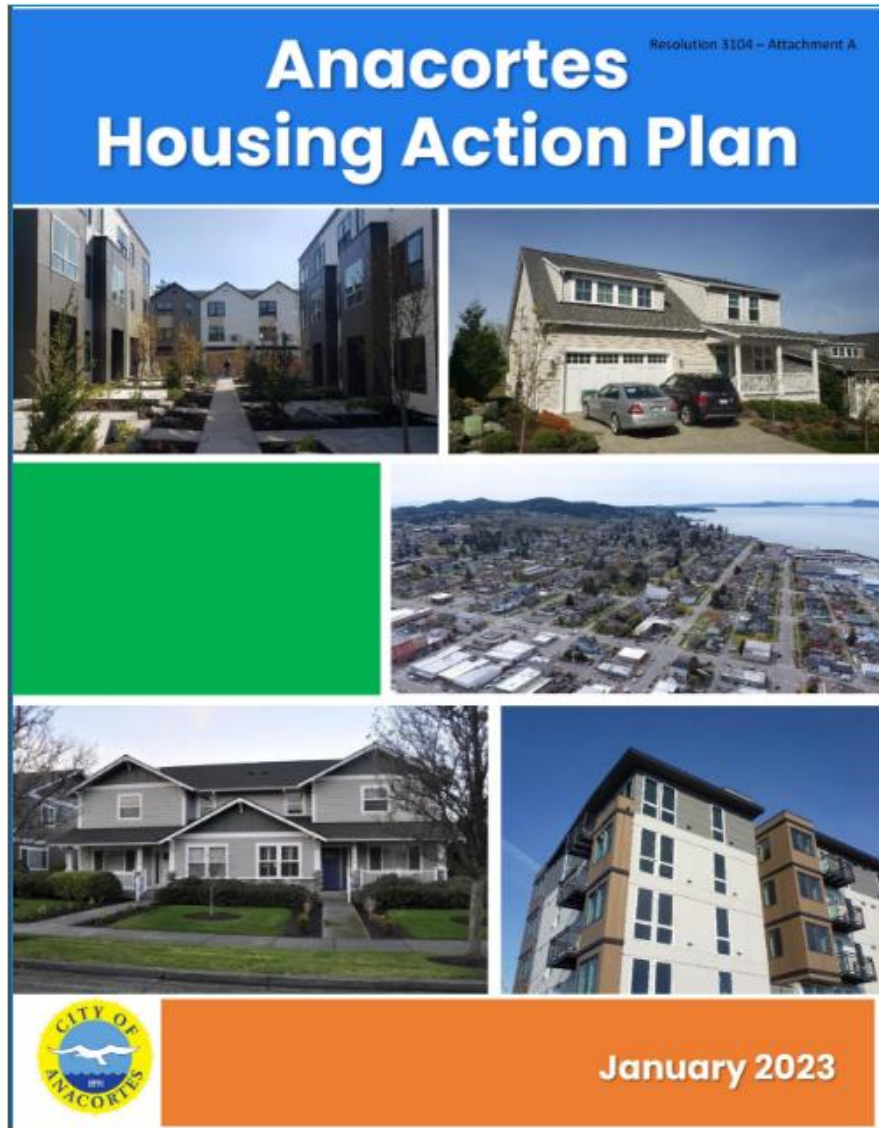
R3

- Live-Work Overlay
- Medical Overlay
- Mixed Use Business Overlay
- Unincorporated Urban Growth Area
- Aeronautical
- Commercial
- Central Business District
- Commercial Marine
- Commercial Marine 2
- Heavy Manufacturing
- Industrial
- Light Manufacturing
- Light Manufacturing 1
- Marine Mixed Use
- Manufacturing and Shipping
- Old Town
- Public Use
- R1 (Residential Low Density 1)
- R2 (Residential Low Density 2)
- R2A (Residential Low Density 2A)
- R3 (Residential Medium Density 3)
- R4 (Residential High Density 4)
- R4A (Residential High Density 4A)



Ordinance 3040
(effective 8/5/2019)

●●● LEG-2023-04 – Change Cs to Ps



Background

- Goal - Encourage construction of affordable and market rate housing in a greater variety of housing types and prices that are accessible to a greater variety of incomes.
- Developed with extensive public outreach and review, and Housing Needs
- Provides a comprehensive strategy in addressing housing needs



HAP findings

- The supply of homes in Anacortes is not keeping up with demand. The supply of housing is closely related to the price of housing.
- Demand for an additional 3,019 housing units through 2045
- 1/3 of Anacortes households are cost burdened
- Racially disparate impacts – HB 1220
 - policies that restrict the supply and price of rental housing have a disproportionate impact on people of color in Anacortes.
 - strategies to address include easing regulations and streamlining standards to make it easier to build middle housing in more locations throughout the city

LEG-2023-04 – Change Cs to Ps

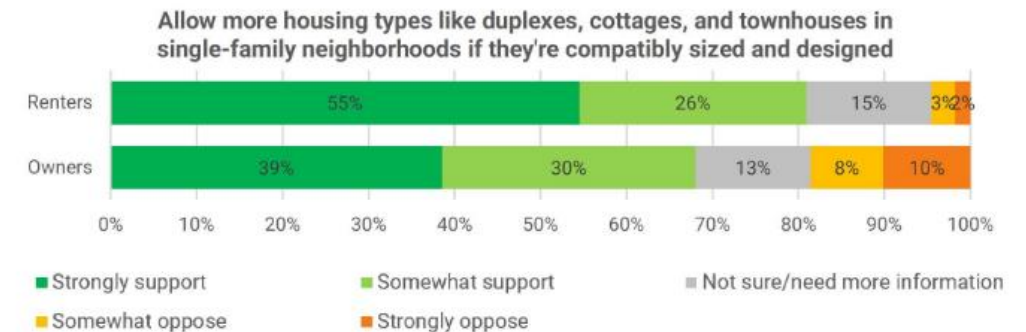


- HAP Strategy 2.1 Allowed Uses – *Allow more housing types in more residential zones to promote middle and affordable housing*
 - Streamlines permitting and reduces uncertainty
 - CUP no longer necessary to address compatibility issues due to recent additions to development regulations – such as housing type building and design standards
 - Regulations requiring complicated processes to build smaller projects may result in racially disparate impacts

2.1 – Allowed Uses

Action: Allow more housing types in more residential zones to promote middle housing and affordable housing.

Changing allowed uses is key to expanding housing supply and land capacity. In the HAP community survey, a supermajority of 70% of respondents support the concept to “Allow more housing types like duplexes, cottages, and townhouses in single-family neighborhoods if they’re compatibly sized and designed.” This concept was also supported by most stakeholders when it came up in interviews.



HAP recommends strategies and actions that promote greater housing diversity, affordability, and access to opportunity for residents of all income levels

Housing Actions and Strategies

The housing actions are organized by broader strategy sections of this plan. The implementation timeline is an estimate of how long it will take to implement an action. There are also many sub-sections which may require different timelines if additional community outreach is needed, alignment with the City's annual budget process is necessary, or there is a desire to roll policy updates into the next major Comprehensive Plan update. See Section 6 for more details on implementation priorities.

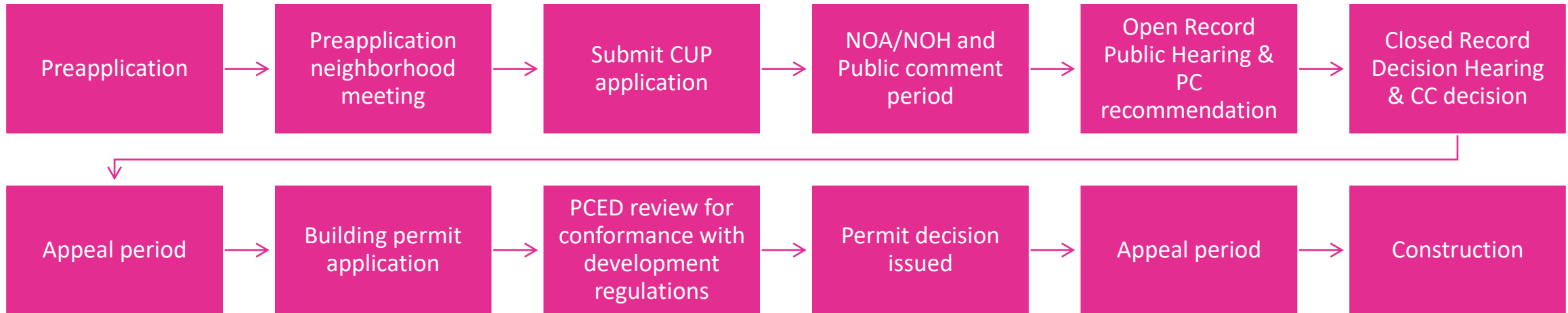
Strategy	Description	Priority	Time
Regulatory Strategies			
2.1	Allow more housing types in more zones	High	0-6 months
2.2	Map the R3A zone and update its standards	High	0-6 months
2.3	Streamline ADU regulations	High	0-6 months
2.4	Adjust form and intensity standards	High	0-6 months
2.5	Adjust definitions and design standards	High	0-6 months
2.6	Adjust parking standards	High	0-6 months
2.7	Building code amendments	Medium	6-12 months
Programmatic Strategies			
3.1	Short-term rental regulations	Medium	0-6 months
3.2	Anti-displacement strategies	Medium	Ongoing
3.3	Homelessness strategies	High	Ongoing
Citywide Planning Strategies			
4.1	Hire a housing coordinator	High	0-6 months
4.2	Housing Element updates	Medium	12-24 months
4.3	Land Use Element updates	Medium	12-24 months
4.4	Public land for affordable housing	Medium	Ongoing
Funding Strategies			
5.1	Multifamily tax exemption program	High	0-6 months
5.2	Development fee adjustments	Low	0-6 months
5.3	Tax increment financing	Low	6-12 months
5.4	Funding for ADU development	Medium	6-12 months
5.5	Inclusionary zoning and fee-in-lieu	Low	Long term
5.6	Transit and sidewalk funding	Medium	6-12 months
5.7	State advocacy	Low	Ongoing



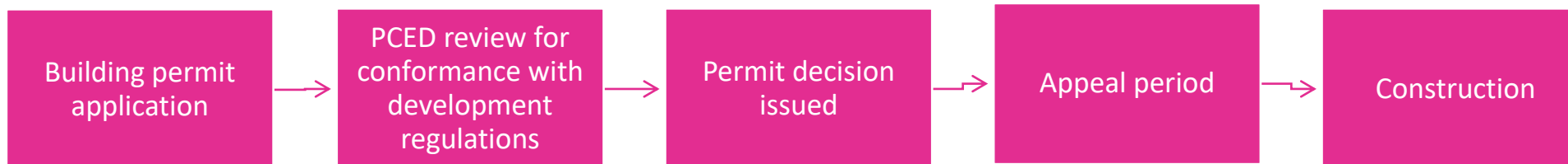
LEG-2023-04 – Change Cs to Ps



Conditional use permit (3-6 months)



Permitted outright (1-2 months)



CUP Criteria – AMC 19.36	Existing AMC standards that address impacts	
In order to grant a conditional use permit, the decision-maker must find that the use would be consistent with the following criteria:		
1. The use would comply with any specific requirements for the conditional use specified elsewhere in this code	AMC 19.43.010 Residential uses	Site and building design standards for duplex, triplex, townhouses, multifamily
2. Access to the site is appropriate considering the anticipated volume of traffic resulting from the use	AMC 19.51 Public street improvements required AMC 19.53 Private driveways and access	Requirements for sidewalks, street improvements, site access
3. Off-street parking and loading facilities are adequate in terms of location, amount, and design to service the use	AMC 19.64 Parking	Standards for number of off-street parking spaces, location, dimensions, guest parking, bicycle parking
4. The amount and location of open space and the provision of screening is such that buffering of incompatible uses is achieved	19.43.010 Residential uses 19.65.070 Landscaping site design standards	Standards for usable open space – min. square foot per unit Required landscaping between multifamily and adjacent uses
5. The location and intensity of outdoor lighting is such that it does not cast light on adjacent, adjoining, or neighboring properties	19.69.040 Exterior lighting	Requires down-shielded lighting, no glare onto adjacent properties
6. Hours and manner of operation of the proposed use, including anticipated noise generation , are not inconsistent with the adjacent or nearby uses	19.69.020 Noise	References WAC, adopts maximum noise allowances based on property classification
7. Public facilities and utilities are capable of adequately serving the proposed use	19.22 Concurrency	Review to ensure development will not cause level of service for concurrency facilities to decline below adopted LOS
8. The physical conditions of the site, including size, shape, topography, and drainage, are suitable for the proposed development	19.42.020 Form and intensity standards for residential zones 19.70 Critical areas 19.76 Stormwater	Minimum lot size, setbacks, height, lot coverage Standards for development near or in critical areas Standards for management of stormwater
9. Any other factors deemed relevant to the decision-maker		Page 204 of 562

●●● LEG-2023-04 – Change Cs to Ps



Comments received as of 12/12 (summary):

- Suggest postponement to 2025 periodic update to allow more time for analysis of impacts and community dialog
- Do not eliminate process for input from neighbors, perhaps streamline by changing to an administrative CUP



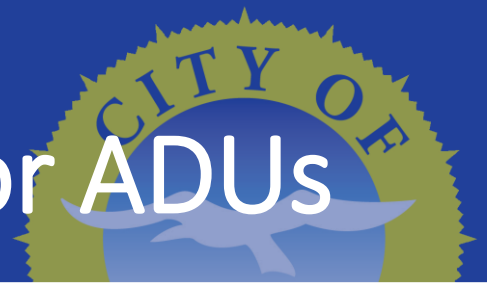
Public Hearing Deliberation Recommendation



Item 5.c
Amendment to AMC 19.47.030 Accessory dwelling units



●●● Owner occupancy requirement for ADUs



Background

- HB 1337 amended RCW 36.70A, making changes to local governments' role in regulating ADUs
 - Among other items, prohibits jurisdictions from requiring owner-occupancy
- Must adopt amendments to ADU regs within 6 months of due date of next periodic update
- Staff will bring forward additional amendments to address the other requirements of HB 1337 in the coming months

●●● Owner occupancy requirement for ADUs

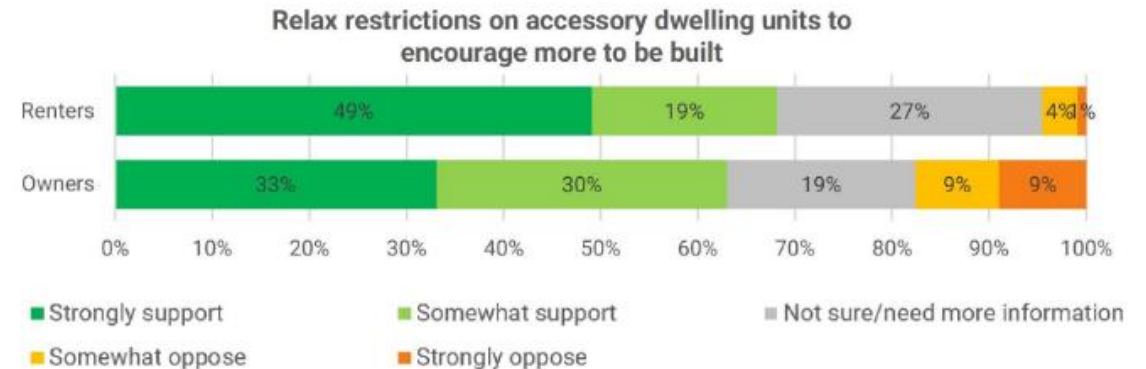
Background

- Removal of owner occupancy requirement is also recommended by the HAP
 - Discriminatory against renters and perpetuates economic exclusion
 - Raises financial risk for owners by constraining choice of where to live in the future and reduces chances of receiving bank financing
 - Requirement is difficult to enforce
 - Recommended by AARP and WA chapter of the American Planning Association

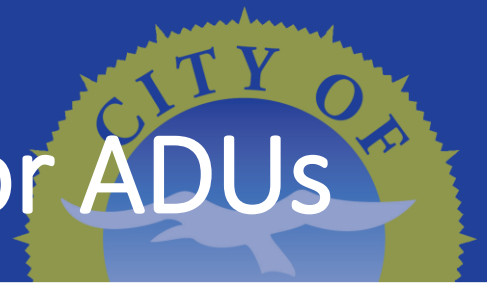
2.3 – ADU Regulations

Action: Streamline ADU regulations to make them easier to finance, permit, and build.

The HAP community survey found 63% of total respondents and 68% of renters are supportive of the concept to “Relax restrictions on accessory dwelling units to encourage more to be built.”



●●● Owner occupancy requirement for ADUs



Proposed Revisions

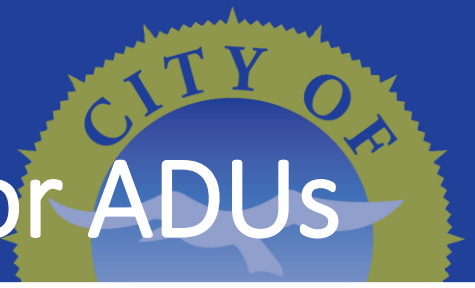
- Delete AMC 19.47.030.C Owner Occupancy

~~10. Owner Occupancy.~~

~~a. Either the principal or accessory dwelling unit must be occupied by an owner of the property for six or more months of each calendar year as the owner's permanent residence. "Owners" includes title holders and contract purchasers. The applicant must record a notice against the property title with the county auditor, on forms provided by the Department, describing this requirement.~~

~~b. The Director may waive the requirement of subsection (C)(10)(a) of this section for up to three years if a letter is submitted that provides evidence of good cause for the waiver. Good cause may include job dislocation, military deployment, sabbatical leave, education, or illness. (Ord. 30405 2 (Att. A), 2019)~~

••• Owner occupancy requirement for ADUs



Comments received as of 12/12 (summary):

- Support for the change
- Defer until the 2025 Comprehensive Plan Update to allow for more analysis, study, dialogue and clear standards
- Perception that renters have different property maintenance standards and behavior than owners; concern about potential resulting negative impacts to neighborhoods
- Relationship to private covenants governing ADUs



Public Hearing Deliberation Recommendation



NEXT STEPS



- City Council Consideration & Adoption



Sources

HB 1337 (ADUs) (<https://app.leg.wa.gov/billsummary?BillNumber=1337&Year=2023>)

HB 1220 (Housing) (<https://app.leg.wa.gov/billsummary?BillNumber=1220&Year=2021>)

Commerce ADU Guidance (<https://deptofcommerce.app.box.com/s/cnuqx6zm0zvku2a4lbox2iwdielg6>)

Commerce Racially Disparate Impacts Guidance (<https://deptofcommerce.app.box.com/s/m7parickre8uww7hb2m8294noxu9pz6p>)

Anacortes Housing Action Plan (<https://www.anacorteswa.gov/1416/Housing-Action-Plan>)



City Council Agenda Bill

Meeting Date: January 22, **Agenda Item:** 6.b.
2024

Agenda Item Title: Ordinance 4071: Consideration of Planning Commission's Recommendation: LEG-2023-05 - Amend *AMC 19.47.030 Accessory dwelling units (ADU)* to remove owner occupancy requirements.

Staff Contact(s): LIBBY GRAGE

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
LIBBY GRAGE	Discussion
John Coleman	

Item Summary: The proposed amendment would remove the requirement for an owner to reside on a property that contains an accessory dwelling unit.

After a work session on [November 8, 2023](#) and a public hearing on [December 13, 2023](#), the Planning Commission recommended approval of the proposed amendment.

Pursuant to [AMC 19.16.090](#), upon receipt of the Planning Commission's recommendation, the City Council must consider and take action on the recommendation. The options for Council action are outlined in [AMC 19.16.090\(B\)-\(D\)](#).

Budget Impact:
N/A

Previous Action: N/A

Recommended Motion: I move to adopt Ordinance 4071, amending AMC 19.47.030 Accessory dwelling unit (ADU) to remove the owner-occupancy requirement, as presented.

Alternative Actions:

- Adopt Ordinance 4071 with changes. No further process is required if the changes are consistent with AMC 19.16.090(B).
- Make changes to Ordinance 4071 that are outside the scope of AMC

19.16.090(B) and allow an additional public comment opportunity prior to final action.

- Do not adopt Ordinance 4071.

Attachments (listed in order presented):

1. DRAFT Ordinance 4071
2. PC Recorded Motion
3. Staff Report
4. Public Comment - 20231201-McArdle
5. Public Comment - 20231204-Munce
6. Public Comment - 20231205-Lowe
7. Public Comment - 20231205-Rhoades
8. Public Comment - 20231205-Rothlisberger
9. Public Comment - 20231205-Shepherd
10. Public Comment - 20231205-Turner
11. Public Comment - 20231205-Waits
12. Public Comment - 20231205-Woods,StittwoodPOA
13. Public Comment - 20231206-Frazier
14. Public Comment - 20231206-Macy
15. Public Comment - 20231210-Richardson
16. Public Comment - 20231210-Turner
17. Public Comment - 20240118-Munce
18. DNS-Signed
19. Environmental Checklist
20. Notice of Availability

Ordinance No. 4071

An Ordinance Amending the Regulations Contained in Anacortes Municipal Code Section 19.47.030 Accessory Dwelling Unit (ADU) to Remove the Requirement for a Property Owner to Reside on a Property Containing an ADU

Whereas, on July 18, 2016, the City Council adopted Ordinance 2982 adopting a new Comprehensive Plan pursuant to the City's periodic Growth Management Act Comprehensive Plan amendment and update process; and

Whereas, the Anacortes Comprehensive Plan provides guidance for amending the Anacortes Municipal Code (AMC) development regulations and official zoning map to implement its land use, housing, economic development, transportation, environment and conservation, and other goals and policies; and

Whereas, pursuant to RCW 36.70A.600, on January 17, 2023, the City Council adopted Resolution 3104 adopting a Housing Action Plan to improve the availability and affordability of housing for the entire community; and

Whereas, the proposed amendments are consistent with changes recommended by the Housing Action Plan;

Whereas, Engrossed House Bill (EHB) 1337 passed by the Washington State Legislature in 2023, in part, prohibits a city or county from requiring the owner of a lot on which there is an accessory dwelling unit to reside in or occupy the accessory dwelling unit or another housing unit on the same lot; and

Whereas, the City Council intends to adopt additional amendments to the City's accessory dwelling unit provisions to fully comply with EHB 1337 by December 30, 2025; and

Whereas, the proposed amendment to AMC Section 19.47.030 is in the best interest of the City of Anacortes residents; and

Whereas, the proposed amendment to the AMC Section 19.47.030 as set forth herein has been processed, reviewed, considered, and adopted in material compliance with all applicable state and local procedural requirements, standards and requirements, standards, and criteria, including but not limited to the requirements of Chapter 36.70A RCW.

Whereas, a public comment opportunity was provided for the proposed change to Section 19.47.030 at the December 13, 2023 Planning Commission meeting, after which the Planning Commission voted to recommend approval of the amendments;

Whereas, the City Council considered the Planning Commission recommendation at a meeting on _____, 2024; and

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

Section 1. Findings. The above recitals are hereby adopted by reference as legislative findings in support of this ordinance.

Section 2. Development Regulation Amendments Adopted. The Anacortes Municipal Code at Section 19.47.030 is hereby amended to read as shown in **Attachment A**.

Section 3. Transmittal to State. Pursuant to RCW 36.70A.106, a copy of this ordinance shall be submitted to the State Department of Commerce.

Section 4. Severability. If any section, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 5. Effective Date. Consistent with RCW 35A.12.130, this ordinance takes effect 5 days after publication.

Section 6. PASSED and APPROVED this ____ day of _____, 2024.

CITY OF ANACORTES:

Matt Miller, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy James Swetnam, City Attorney

AMC 19.47.030 is amended to read:

19.47.030 Accessory dwelling unit (ADU).

A. *Definition.* A second dwelling unit attached or detached from the primary residential unit on a lot.

B. *Purpose.* The purpose of an accessory dwelling unit is to:

....1 – 9 – No change.

~~10. Owner Occupancy.~~

~~a. Either the principal or accessory dwelling unit must be occupied by an owner of the property for six or more months of each calendar year as the owner's permanent residence. "Owners" includes title holders and contract purchasers. The applicant must record a notice against the property title with the county auditor, on forms provided by the Department, describing this requirement.~~

~~b. The Director may waive the requirement of subsection (C)(10)(a) of this section for up to three years if a letter is submitted that provides evidence of good cause for the waiver. Good cause may include job dislocation, military deployment, sabbatical leave, education, or illness. (Ord. 3040 § 2 (Att. A), 2019)~~



Anacortes Planning Commission
Recorded Motion Regarding Amendments to AMC 19.47.030 Accessory dwelling units (ADU) Related to Owner Occupancy Requirements

Proposal name:	Amend Anacortes Municipal Code Chapter 19.47.030 Accessory dwelling units to remove the requirement for owner occupancy
File Number:	LEG-2023-05
Documents available at:	https://www.anacorteswa.gov/1547/Legislative-Planning-Updates
Public hearing body:	Anacortes Planning Commission
Public hearing date:	December 13, 2023
PC deliberations & recommendation:	December 13, 2023

After considering the written and spoken comments and considering the record before it, the Planning Commission enters the following findings of fact, reasons for action, and recommendations to the Anacortes City Council.

Findings of Fact and Reasons for Action

1. The City of Anacortes SEPA Responsible Official issued a Determination of Nonsignificance (DNS) on November 22, 2023.
2. The City notified the State of Washington of its intent to adopt amendments to its development regulations on November 9, 2023. The 60-day notice period ends on January 8, 2024.
3. Public notice of the proposal and the public hearing was provided consistent with AMC 19.16.070, including publication on the Planning, Community & Economic Development Department webpage, email notice to the department's email list, and paid notice in the city's official newspaper.
4. The Planning Commission held a public hearing to take oral and/or written comments on the proposed amendments on December 13, 2023.
5. The Planning Commission deliberated and considered all relevant matters including public hearing testimony and written comments, staff recommendations and analysis, legal advice, and consistency with the Anacortes Comprehensive Plan.
6. Based upon a review of the public testimony, the staff recommendations and analysis, and legal advice, the Planning Commission finds that the proposed amendments would

be consistent with the Anacortes Comprehensive Plan, the City of Anacortes' local regulations and policies, and state law.

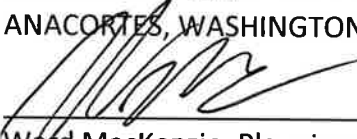
Recommendation

The Planning Commission recommends that the City Council **adopt** the proposed amendment to AMC 19.47.030 removing the requirement for owner occupancy on a lot with an accessory dwelling unit, as presented in Attachment A.

This recorded motion approved December 13, 2023.

Commission Vote	Support	Oppose	Absent	Abstain
Ward MacKenzie, Chair		X		
Jeffrey Graf	X			
Paul Ryan		X		
Frank Jeretzky	X			
Linda Martin	X			
James Stoneman	X			
William McCombs		X		
Total	4	3	0	0

ANACORTES PLANNING COMMISSION
ANACORTES, WASHINGTON


Ward MacKenzie, Planning Commission Chair

12/22/2023
Date

LEG-2023-05: Amendments to AMC 19.47.030 Accessory Dwelling Units

11/2/23 Draft

Proposed changes are shown below in ~~Strikeout~~/Underline track changes format.

19.47.030 Accessory dwelling unit (ADU).

A. *Definition.* A second dwelling unit attached or detached from the primary residential unit on a lot.

B. *Purpose.* The purpose of an accessory dwelling unit is to:

1. Add affordable units to existing housing and make housing units available to moderate-income people who might otherwise have difficulty finding homes within the city.
2. Promote the development of additional housing options in residential neighborhoods that are appropriate for people at a variety of stages of their lives.
3. Provide homeowners with a means of obtaining, through tenants in either the accessory dwelling unit or the principal residence, rental income, companionship, or security.
4. Protect neighborhood stability, property values, and the character of the neighborhood.

C. *Standards and Criteria.*

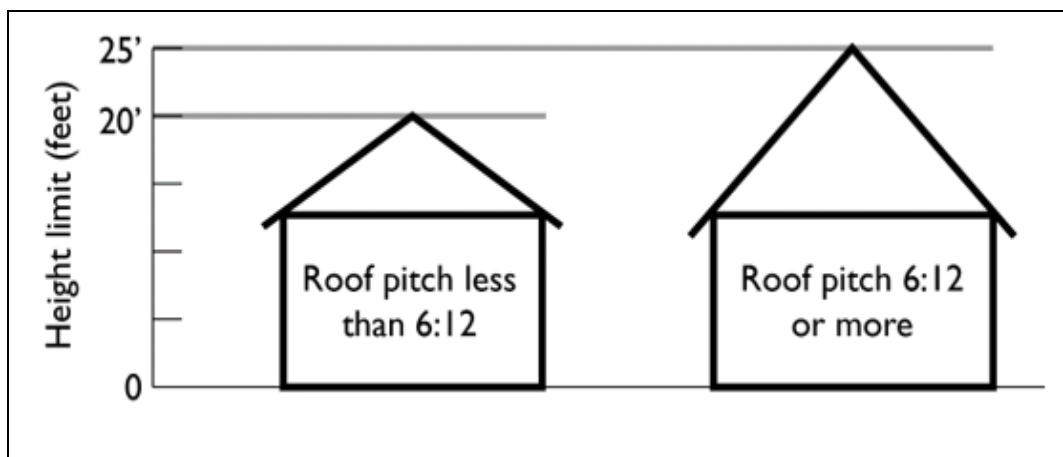
1. *When and Where Permitted.* An ADU may be established in any zone on a lot with a single-family residence. An ADU may be created by any one or combination of the following methods:
 - a. Alteration of interior space of an existing residence.
 - b. Conversion of an attic, basement, attached or detached garage, or other portion of a residence.
 - c. Addition of a living area enclosed within the principal building.
 - d. Construction of a detached living area.

- e. Associated with the construction of a new single-family dwelling (where permitted).
2. *Number.* Each single-family residential unit may have only one ADU.
3. *Subdivision.* ADUs must not be subdivided or otherwise segregated in ownership from the principal dwelling unit.
4. *Maximum Size.* The ADU may not exceed 900 square feet gross floor area.
5. *Maximum Height.*
 - a. ADUs enclosed within the principal building are subject to the height limits for the applicable zone in Tables 19.42.020 and 19.42.030.
 - b. Height limits for detached ADUs are:
 - i. Twenty feet where the roof pitch is less than 6:12.
 - ii. Twenty-five feet where the roof pitch is 6:12 or greater.

Exception: ADU height and roof pitch adjustments may be needed for structures to comply with the 45-degree height/setback plane provisions in subsection [\(C\)\(6\)\(a\)](#) of this section.

Figure 19.47.030(C)(5)

Height limits for detached ADUs.



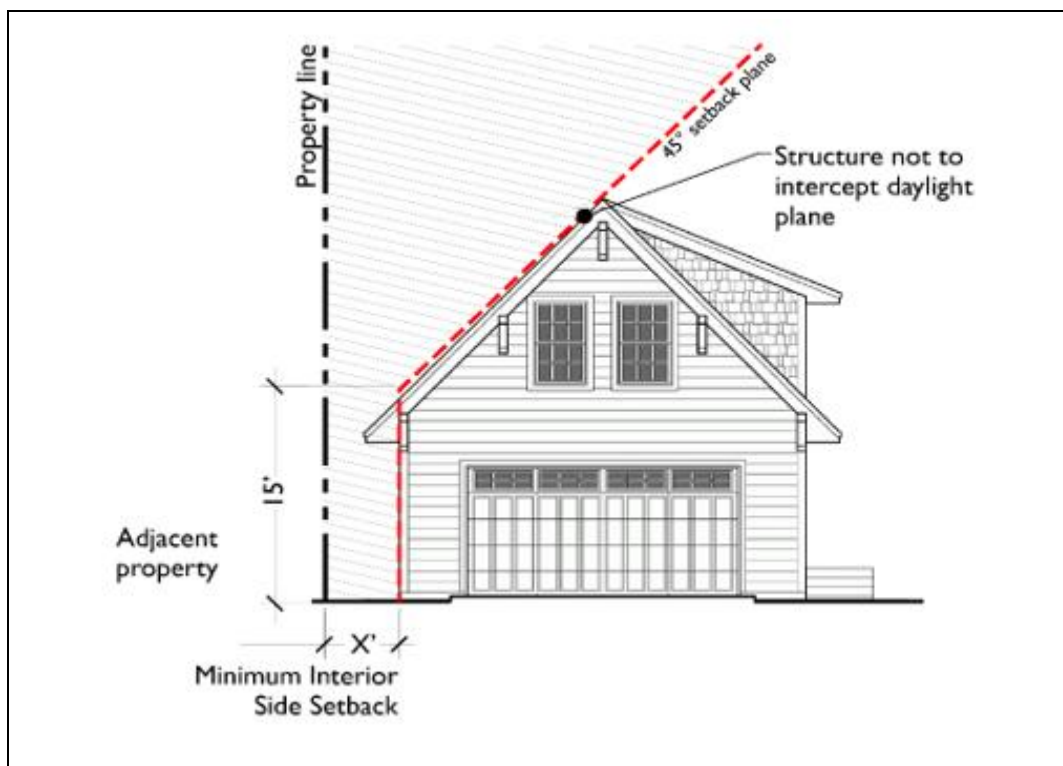
6. *Minimum Setbacks and Siting Requirements.* ADUs enclosed within the principal building are subject to the setback requirements for the applicable zone. Standards for detached

ADUs (whether or not they are attached to a garage) are subject to the following setback requirements:

- a. Minimum interior side setback: five feet, except that from a height of 15 feet at the five-foot minimum interior side setback, buildings must step back at a 45-degree angle away from the interior side or rear property line as shown in Figure 19.47.030(C)(6) below.
- b. Minimum rear setback (to alley property line): zero feet, except where garage doors or a carport faces the alley, the structure must be set back a minimum of 10 feet from the alley property line to allow adequate turning distance for vehicles.
- c. Detached ADUs must be located consistent with the minimum usable open space standards of AMC [19.43.010\(C\)\(3\)\(c\)](#), regardless of lot size.

Figure 19.47.030(C)(6)

Height/setback plane for detached accessory dwelling units along interior side setbacks.



7. *Living Facilities.* At a minimum, an accessory dwelling unit includes a bathroom, kitchen, and separate exterior access.

8. *Parking.* A minimum of three parking spaces must be provided for the principal and accessory dwelling units. Where on-street parking is available abutting the lot, only two off-street spaces must be provided for the principal and accessory dwelling units.

9. *Entrance.* The entrance to the ADU must not be on the same side of the structure as the entrance to the principal residence, except when such entrance is not visible from the street as determined by the Director.

Exception: If an ADU is created within an existing residence which already has more than one existing exterior door on the same side, an existing door may be utilized for the ADU.

~~10. *Owner Occupancy.*~~

~~a. Either the principal or accessory dwelling unit must be occupied by an owner of the property for six or more months of each calendar year as the owner's permanent residence. "Owners" includes title holders and contract purchasers. The applicant must record a notice against the property title with the county auditor, on forms provided by the Department, describing this requirement.~~

~~b. The Director may waive the requirement of subsection (C)(10)(a) of this section for up to three years if a letter is submitted that provides evidence of good cause for the waiver. Good cause may include job dislocation, military deployment, sabbatical leave, education, or illness. (Ord. 3040 § 2 (Att. A), 2019)~~



Planning, Community, & Economic Development Department

904 6th Street / PO Box 547, Anacortes WA 98221

Staff Report

To: Anacortes Planning Commission
Date: December 7, 2023
From: Libby Grage, Planning Manager
Subject: Proposed Development Regulation Amendments – LEG-2023-02, LEG-2023-04, and LEG-2023-05

SUMMARY

This memo describes the regulatory background for the development regulation amendment process; provides an outline of the public review process; analyzes the proposed changes pursuant to the local and State requirements; and describes the Planning, Community & Economic Development Department's (PCED) recommendations to the Planning Commission for deliberation. After the public hearing the Planning Commission will deliberate on each of the proposals and make a recommendation to the City Council.

TABLE OF CONTENTS

SUMMARY	1
BACKGROUND & FINDINGS OF FACT	1
PROPOSED AMENDMENTS	2
LEG-2023-02. AMEND AMC 19.49 <i>NONCONFORMING USES AND STRUCTURES</i>	2
LEG-2023-04. AMEND AMC 19.41.040 <i>PRINCIPAL USES PERMITTED IN RESIDENTIAL ZONES</i> AND AMC 19.43.010 <i>HOUSEHOLD LIVING</i>	3
LEG-2023-05. AMEND AMC 19.47.030 <i>ACCESSORY DWELLING UNIT (ADU)</i>	6
NEXT STEPS	7

BACKGROUND & FINDINGS OF FACT

[Anacortes Municipal Code \(AMC\) Chapter 19.16](#) provides the procedures for review of Legislative Actions, including comprehensive plan and development regulation amendments.

SEPA and AMC Ch. 19.16

The following sections demonstrate the City's compliance with the procedural requirements for legislative actions pursuant to local and State requirements:

1. Compliance with the State Environmental Policy Act (Chapter 197-11 WAC, AMC 19.16.060, and AMC 18.04).

- Staff prepared an environmental checklist for the proposed amendments, dated November 16, 2023. The checklist includes evaluation of all proposed amendments.
- A Determination of Nonsignificance (DNS) was issued based on the environmental checklist on November 22, 2023.
- Any comments received prior to the close of the public comment period will be provided to the Planning Commission.

Conclusion – The proposed amendments will satisfy local and State SEPA requirements at the conclusion of the comment period.

2. Procedural Compliance with the Growth Management Act (RCW 36.70A.106):

- The City must notify the Department of Commerce, at least 60 days in advance, of its intent to adopt comprehensive plan and development regulation amendments.
 - The City requested review from the Department of Commerce on October 12, 2023 for LEG-2023-02 (nonconforming historic structures); the 60-day notice period ends on December 11, 2023.
 - The City requested review from the Department of Commerce on November 9, 2023 for LEG-2023-04 and LEG-2023-05; the 60-day notice period ends on January 8, 2024.
- Staff will file the adopted ordinance(s) with the Department of Commerce within 10 days of the City Council's action.

Conclusion – The proposed amendments will meet the Growth Management Act requirements.

3. Public Notice and Comments (AMC 19.16.070):

- The City published a Notice of Availability, Public Comment, Public Hearing, and SEPA threshold determination (the Notice) in the Anacortes American on November 22, 2023.
- The City distributed the Notice to the City's departmental email list, published it on the City's website, placed it on the City Hall bulletin board and provided a copy to the Library for posting on November 22, 2023.
- Any written comments received prior to the close of the comment period will be presented to the Planning Commissions prior to deliberations.

Conclusion – The City has met the public notice requirements of AMC 19.16.070.

PROPOSED AMENDMENTS

LEG-2023-02. Amend AMC 19.49 *Nonconforming uses and structures*

Summary

The proposed amendment would allow for reconstruction /restoration and enlargement of nonconforming historic buildings.

See **Attachment A** for the current proposed amendment text in strike-through/underline track changes format.

Recommendation

PCED recommends that the Planning Commission recommend to City Council that the proposed amendment be adopted.

Analysis

Under the existing Anacortes Municipal Code ([AMC 19.49.040](#)), nonconforming buildings that are removed or destroyed may only be replaced if they are made to conform to the current zoning code regulations. Also, any additions to nonconforming structures must conform to current zoning and dimensional standards. There are currently no exceptions to these provisions for historic buildings.

The nonconforming provisions, as they currently exist, may conflict with the City's historic preservation goals because they may impede the ability to restore /reconstruct a nonconforming historic building to its preexisting state. They may also negatively impact the feasibility of adaptively reusing and preserving historic buildings. The proposed changes are intended to provide flexibility to encourage preservation of historic buildings.

The proposed amendments further the following Anacortes Comprehensive Plan goals and policies:

Goal LU-3. Historic Preservation. Protect, preserve, and celebrate Anacortes's historic, cultural, and archaeological resources.

Policy LU-3.2. Craft and maintain zoning regulations to balance the need to accommodate anticipated growth while preserving the City's historic resources and character. Consider techniques to integrate incentives and/or site design flexibility for preservation and/or reuse of historic structures.

LEG-2023-04. Amend AMC 19.41.040 *Principal uses permitted in residential zones* and AMC 19.43.010 *Household living*

Summary

The proposed amendments would change [AMC Table 19.41.040](#), the table of principal uses permitted in residential zones, as follows:

- Change duplexes from a conditional use ("C") to a permitted outright use ("P") in the R2 zone
- Change triplexes, townhouses (up to 4 units) and multi-family (up to 4 units) from a conditional use ("C") to a permitted outright use ("P").
- Update the R3 and R3A zone-specific housing type standards in AMC 19.43.010.G.3.a to reflect the changes to Table 19.41.040.

See **Attachment B** for the current proposed amendment text in strike-through/underline track changes format.

Recommendation

PCED recommends the proposed amendment to the Development Regulations be **approved**.

Analysis

The source of these proposed amendments is the [Anacortes Housing Action Plan](#) (HAP), adopted by the Anacortes City Council on January 17, 2023 via [Resolution 3104](#). The HAP recommends strategies to increase the supply of housing, and variety of housing types, needed to serve the housing needs for all income levels in Anacortes. Development of the Anacortes HAP involved extensive public outreach that included stakeholder interviews, community survey, planning commission public meeting, city council public hearing and a city web page that made available related documents and allowed for early and continuous public participation and public comment. The HAP includes a schedule of programs and actions to <https://anacortes.municipal.codes/AMC/19.41> implement its recommendations.

Duplexes in the R2 zone

The HAP includes the following recommendation and rationale for changing duplexes from a conditional use to permitted outright in the R2 zone:

“2.1.2. – Residential Low Density 2 (R2) Zone

Duplexes are proposed to be changed from conditional to outright permitted in the R2 zone. This streamlines the permitting process and reduces uncertainty. Conditional use permits are not necessary for duplexes due to the new 2019 design standards. Also see Strategy 2.4.1 for the minimum lot size recommendation for duplexes.”

Note: The referenced HAP Strategy 2.4.1 recommends reducing the minimum lot size for smaller duplexes (1,200 – 1,400 sq. ft) from 9,000 sq. ft. to 7,500 sq. ft. in the R2 zone; however, **the current amendment proposal does not propose reducing minimum lot sizes at this time and retains the current minimum lot size of 9,000 sq. ft. for a duplex, regardless of unit size.**

The referenced “2019 design standards” for duplexes ([AMC 19.43.010.E](#)) would remain applicable.

Triplexes, Townhouses (up to 4 units) and Multifamily (up to 4 units) in the R3 zone

The HAP includes the following recommendation and rationale for changing triplexes, townhouses (up to 4 units) and multi-family (up to 4 units) from conditional uses to permitted outright in the R3 zone:

“2.1.4 – Residential Medium Density 3 (R3) Zone

Triplexes and townhouses

Triplexes, townhouses, and multi family projects with up to four units are proposed to be changed from conditional to outright permitted in the R3 zone, provided they meet proposed unit size limitations or additional lot size standards (see Strategy 2.4.1 for different options). The zone specific standard for townhomes under AMC 19.43.010(G)(3)(a) can be amended as follows:

- a. *R3 and R3A zone standards: Townhouse structures with up to four attached units are permitted by right ~~in the R3A zone and conditionally permitted in the R3 zone.~~ Townhouse structures with more than four attached units are prohibited in the R3 and R3A zones.*

The lot dimension requirements and standards for open space, parking configuration, and architectural design help ensure that duplexes, triplexes, townhomes, and small multifamily

projects will be compatible with the existing character of these zones without the unnecessary cost and process of a conditional use permit.

Comprehensive Plan policy LU-6.1.D says, 'Encourage [duplexes and triplexes] in the R3 and R4 zones provided design provisions that emphasize a pedestrian-oriented design and the inclusion of usable open space are included.' Such provisions are now in place for not only triplexes but also duplexes, townhouses, and multifamily housing. Allowing uses by right helps encourage them.

Multifamily

The R3 multifamily (4-units) change is also supported by the Comprehensive Plan description of the Residential Medium Designation, which is implemented by the R3 and R3A zones. It says, 'low density multifamily may be allowed under certain circumstances.' Those circumstances are not defined, but the new multifamily design standards adopted in 2019 and the growing need for additional housing supply found by the HAP Existing Conditions and Housing Needs Analysis Reports are notable changes to the situation since the Comprehensive Plan was adopted in 2016. Fourplexes are also valuable because the accessibility requirements of the Fair Housing Act apply in buildings of four or more units."

Note: The referenced HAP Strategy 2.4.1 recommends reducing the minimum lot size for duplexes, townhouses (up to 4 units) and multifamily (up to 4 units); however, **the current amendment proposal does NOT propose reducing minimum lot sizes at this time and retains the current minimum lot size of 7,500 sq. ft. for a duplex, 10,000 sq. ft. for 3 units, and 12,500 sq. ft. for 4 units.**

Townhouses and multifamily projects must meet the use-specific site and building design standards outlined in [AMC 19.43.010.G](#) and [AMC 19.43.010.H](#), respectively.

The proposed amendments further the following Comprehensive Plan goals and policies:

- Policy LU-6.1. Provide for a wide variety of housing types within the city to meet the full range of housing needs for Anacortes' evolving population.

.....

D. Duplexes & Triplexes. Encourage these housing types in the R3 and R4 zones provided design provisions that emphasize a pedestrian design, and the inclusion of usable open space are included.

E. Townhouses. Encourage the development of townhouses in the R3, R4 and on certain side streets in the C and CBD zones as an efficient and popular form of housing for a large demographic of Anacortes' population. Design standards emphasizing pedestrian-oriented design, façade articulation, and usable open space are particularly important.

.....

LEG-2023-05. Amend AMC 19.47.030 Accessory Dwelling Unit (ADU)

Summary

The proposed amendment is to remove the requirement for a property owner to occupy either the accessory dwelling unit or primary dwelling unit on a property.

See **Attachment C** for the current proposed amendment text in strike-through/underline track changes format.

Recommendation

PCED recommends the proposed amendment to the Development Regulations be **approved**.

Analysis

In 2023, [House Bill 1337](#) amended [RCW 36.70A](#) to add significant changes to local government roles for regulating Accessory Dwelling Units. Under the new law, within 6 months of the due date of a jurisdiction's comprehensive plan periodic update, cities and counties must update their regulations for ADUs to be consistent with the statute. Cities and counties:

- Must allow two ADUs per residential lot. They may be attached, detached, or a combination of both, or may be conversions of existing structures.
- **May not require the owner to occupy the property**, and may not prohibit sale as independent units.
- May not charge more than 50% of impact fees charged for the principal unit.
- Must allow an ADU of at least 1,000 square feet and must adjust zoning to be consistent with the bill for such things as height, setbacks, and other regulations.
- Must set consistent parking requirements based on distance from transit and lot size.

The City is required to amend its codes to address all of HB 1337 by December 2025. The current proposed amendment only removes the owner-occupancy requirement at this time.

If a city or county does not amend its rules to be consistent with the law by the deadline, the statutes will **“supersede, preempt and invalidate any conflicting local development regulations.”**

The Anacortes HAP includes the following recommendation and rationale for removing the owner-occupancy requirement for ADUs:

“2.3 – ADU Regulations.

Action: Streamline ADU regulations to make them easier to finance, permit, and build.

First... remove the owner occupancy requirement, except for where the ADU is used as a short term rental. This is a common requirement across Washington cities, but it is discriminatory against renters and perpetuates economic exclusion. It also raises financial risk for homeowners by constraining their choice on where to live in the future (especially for seniors and military families) and reduces chances of receiving bank financing for some borrowers. It also unfairly targets ADUs with a restriction that is not in place for any other type of rental housing. The requirement is also difficult to enforce. Removing this restriction is national best practice,

recommended by organizations like the AARP and the Washington chapter of the American Planning Association.”

Note: New short term rentals are not permitted in residential zones, and there is currently a moratorium on the short term rental of dwelling units in most mixed use zones (C, CBD, MMU, CM).

NEXT STEPS

Following the Planning Commission public hearing the Planning Commission should deliberate and make a recommendation to the City Council on each of the proposed amendments. City Council will consider the Planning Commission’s recommendations and adopt any amendments by ordinance at a future city council meeting.

December 1, 2023

TO: Anacortes Planning Commission
Libby Grage, Planning Manager



FROM: Mary Jo McArdle 

RE: Public Notice. November 22, 2023.

Proposed Legislative Amendment (LEG-2023-05) "Amendment to AMC 19.47.030 Accessory Dwelling Unit. Remove requirement for owner occupancy on a property with an accessory dwelling unit.

'10. Owner Occupancy. a. Either the principal or accessory dwelling unit must be occupied by an owner of the property for six or more months of each calendar year as the owner's permanent residence. "Owners" includes title holders and contract purchasers. The applicant must record a notice against the property title with the county auditor, on forms provided by the Department, describing this requirement. b. The Director may waive the requirement of subsection (C)(10)(a) of this section for up to three years if a letter is submitted that provides evidence of good cause for the waiver. Good cause may include job dislocation, military deployment, sabbatical leave, education, or illness. (Ord. 3040 § 2 (Att. A), 2019).'

AMC 19.47.030 B (3,4) currently states the purpose of an accessory dwelling unit is: (3) 'provide homeowners with a means of obtaining, through tenants ...rental income, companionship, or security'. (4) 'protect neighborhood stability, property values, and the character of the neighborhood'.

The character of all residential zones is threatened by removing the requirement that one of the units be occupied by the owner of the property. Neighborhoods will degrade in value. Care and pride in keeping neighborhoods inviting, lawns and gardens maintained will be lost. Neighbors meeting neighbors and creating neighborhood communities will disappear. The transient nature of rental units will become overwhelming and widespread.

AMC 19.47.030 C (10) further provides an avenue for waiving the owner occupancy requirement as stated. 'The Director may waive the requirement of subsection (a) for up to three years if a letter is submitted that provides evidence of good cause for the waiver. Good cause may include job dislocation, military deployment, sabbatical leave, education, or illness.'

This established avenue for exceptions exists in current code. Changing the code does NOT address Anacortes's housing needs. It merely allows for more rental units.

This proposed amendment sounds like it is being pushed by a finite group of folks who see financial opportunities for themselves. More residential properties will be purchased by absentee real estate investors and real estate brokers that have no interest in the integrity and the small town character that the Comprehensive Plan makes clear, is a fundamental foundation and goal to maintain and enhance.

Real innovative and 'outside the box' exploration and codification needs to be done to **truly address** affordable housing rental needs in Anacortes that don't further degrade nor increase density in the City's R-3, R-3A, R-4 and R4A residential neighborhoods including increasing density and housing types in the City's R-1, R-2 and R-2A zones and OT.

Please DO NOT recommend this LEG-2023-05, Amendment to 19.47.030 be approved by Planning Commission for City Council consideration.

Comments to Planning Commission on City Staff ADU Proposal (with Attachments)

Ian Munce <ianmunce@gmail.com>

Mon 12/4/2023 8:35 AM

To: Libby Grage <LibbyB@cityofanacortes.org>

 3 attachments (3 MB)

Attachment A.pdf; Attachment C.pdf; Attachment D.pdf;

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

Attachments:

- A. Existing City Guidance
- B. January, 2023 Housing Action Plan (on City webpage)
- C. April, 2023 State Directives (HB 1337)
- D. State Commerce Guidance

Dear Planning Commissioners,

I respectfully submit that the ADU recommendation before you should be deferred until the 2025 Comprehensive Plan and subsequent development regulation updates in order to allow for a comprehensive analysis, study, community dialogue, and clear standards.

With the passage of HB 1337 (Attachment C) the existing City Code and Guidance (Attachment A) and the City's Housing Action Plan (Attachment B) must be updated in line with State Guidance (Attachment D).

Yes, HB 1337 directs that the City's Code eliminate (as proposed by City staff) the requirement that the ADU owner live on the subject property. However, should hookup and impact fees continue to be waived (or refunded) for what will now become a simple real estate transaction? Should there not be an explicit exclusion for projects in or adjacent to critical areas and how should this exclusion be worded? Should the City prohibit new short term rentals? Should ADUs be allowed on lots not served by public sewer? How should the City's stormwater permit mandates be included? Should the design specifications and process be adjusted if there are two, not just one, ADUs on a lot? In other words, clear standards appropriate for our town.

HB 1337 gives an explicit liability waiver if the City were to approve ADUs contrary to homeowner covenants, but will the City at least have in a consultation process in place?

HB 1337 allows for and anticipates full consideration of these issues with extensive public participation by the end of 2025. Moving a single amendment forward at this time without clear standards and expectations will provide a windfall for some to the detriment of many.

Thank you for this opportunity to comment.

Ian Munce, AICP
1711 Quail Drive
Anacortes



PLANNING, COMMUNITY, & ECONOMIC DEVELOPMENT DEPARTMENT

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

Office Location: 904 6th Street, Anacortes WA 98821

Phone: (360) 299-1984

Accessory Dwelling Unit Information

Updated August 6, 2019

For the complete development regulations governing ADUs, please review AMC 19.47.030.

What is an Accessory Dwelling Unit?

An Accessory Dwelling Unit (ADU) is a second dwelling unit attached or detached from the primary residential unit on a lot.

ADUs generally include living, sleeping, kitchen and bathroom facilities and have a separate entry from the primary dwelling.

What requirements must be met to establish an ADU?

An ADU can be established in any zone on a lot with a single-family residence. The following criteria must be met:

- The property owner must occupy either the primary home or the ADU as their permanent residence. The owner-occupant must live in the structure for more than 6 months of each calendar year.
- Owners must sign, notarize, and record with Skagit County an owner-occupancy covenant.
- A lot may have no more than one ADU, and the ADU may not be subdivided or segregated in ownership from the primary dwelling.
- The maximum size for an ADU is 900 sq. ft. gross floor area.
- A total of 3 parking spaces must be provided for the ADU and primary residence. Where on-street parking is available abutting the lot, only 2 off-street spaces must be provided.

- The maximum height and minimum setbacks for an ADU depend on whether it is attached or detached from the primary home, its proximity to side yard lot lines, and whether it is adjacent to an alley. See AMC 19.47.030.C.5-6 for details.
- ADUs must be located to provide usable open space that contains:
 - Area equivalent to 10% of the lot area.
 - Minimum dimensions of 15' on all sides.

What are the process, cost, and submittal requirements for establishing an ADU?

Step 1: Review AMC 19.47.030 and evaluate your property and plan to ensure that all of the ADU requirements can be met. The City offers a preapplication process that allows you to obtain early feedback from city staff about your proposal, before submitting your formal application.

Step 2: Prepare your application drawings and other documents:

- Prepare the detailed site plan and floor plans (for both the main house and the ADU), and energy calculations.
- Prepare exterior elevation drawings if you are building a new structure or making changes to an existing building.
- Prepare full structural plans, including framing plans, sections, etc. if you are building a new structure or an addition.
- Complete the ADU application form.

- Fill out the attached owner occupancy covenant.
- Note that you will need to convert any paper plans and documents into digital files (pdfs).

Your plans must clearly identify where you are doing new work to create the ADU. For information on plan requirements, see the Residential Site Plan Checklist.

Step 3: Submit your application.

After your application is determined to be complete, we will review your application and plans to make sure they conform to City of Anacortes codes. We will notify you if you need to make corrections. You will need to provide corrected plans to us.

After we review the Owner Occupancy Covenant, and you make any necessary corrections, you need to have it notarized and recorded at the Skagit County Auditor's Office. You will need to provide a recorded copy to the City. Your Owner Occupancy Covenant will become part of the title records for your property.

Once we can approve your plans, we will issue your permit.

You are responsible for complying with all applicable code and rule requirements, whether or not they are described in this document. As you build your ADU, you must request inspections by calling us at 360-299-1901. When your project is complete, call your inspector and request a final inspection. Once we give you the final inspection approval, a tenant may occupy the ADU.

What other permits are required?

You will need a separate electrical permit from [Department of Labor and Industries \(L&I\)](#) for any electrical work.

If you are doing any plumbing work, you will need a plumbing permit.

If you are connecting to an existing side sewer, you might be required to get a side sewer

permit.

What fees are required to be paid?

When you submit your application, you will need to pay a land use review fee and building permit fee based on the value of work to be done.

ADUs are exempt from payment of impact fees and general facilities charges.

What happens when a lot with an ADU is sold?

If the new owner intends to maintain the ADU, whether or not it is occupied by tenants, the new owner must abide by the occupancy requirements recorded on the property title.

If the owner chooses to no longer rent or use the ADU, the owner will have to remove the features that make it a separate unit.

What if a unit is created without a permit?

If we receive a complaint about an illegal ADU, we may inspect the unit and send the owner a Notice of Violation. We will require the owner to legalize the unit or remove the features that make it a separate unit. In addition, the owner may be subject to penalties as provided in AMC Title 20.

19.47.030 - Accessory dwelling unit (ADU).

A. Definition. A second dwelling unit attached or detached from the primary residential unit on a lot.

B. Purpose. The purpose of an accessory dwelling unit is to:

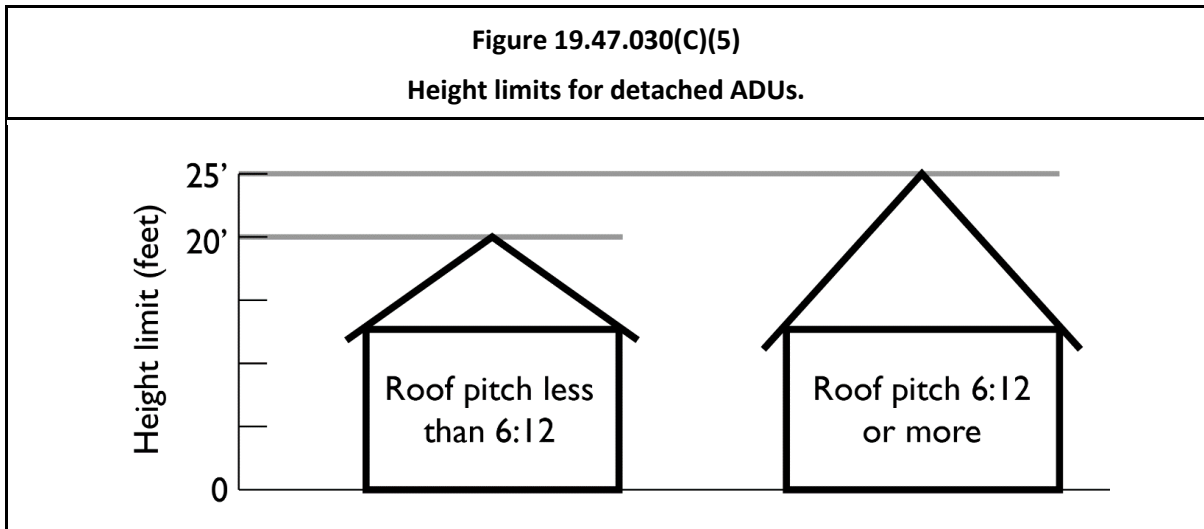
1. Add affordable units to existing housing and make housing units available to moderate-income people who might otherwise have difficulty finding homes within the city.
2. Promote the development of additional housing options in residential neighborhoods that are appropriate for people at a variety of stages of their lives.
3. Provide homeowners with a means of obtaining, through tenants in either the accessory dwelling unit or the principal residence, rental income, companionship, or security.
4. Protect neighborhood stability, property values, and the character of the neighborhood.

C. Standards and criteria.

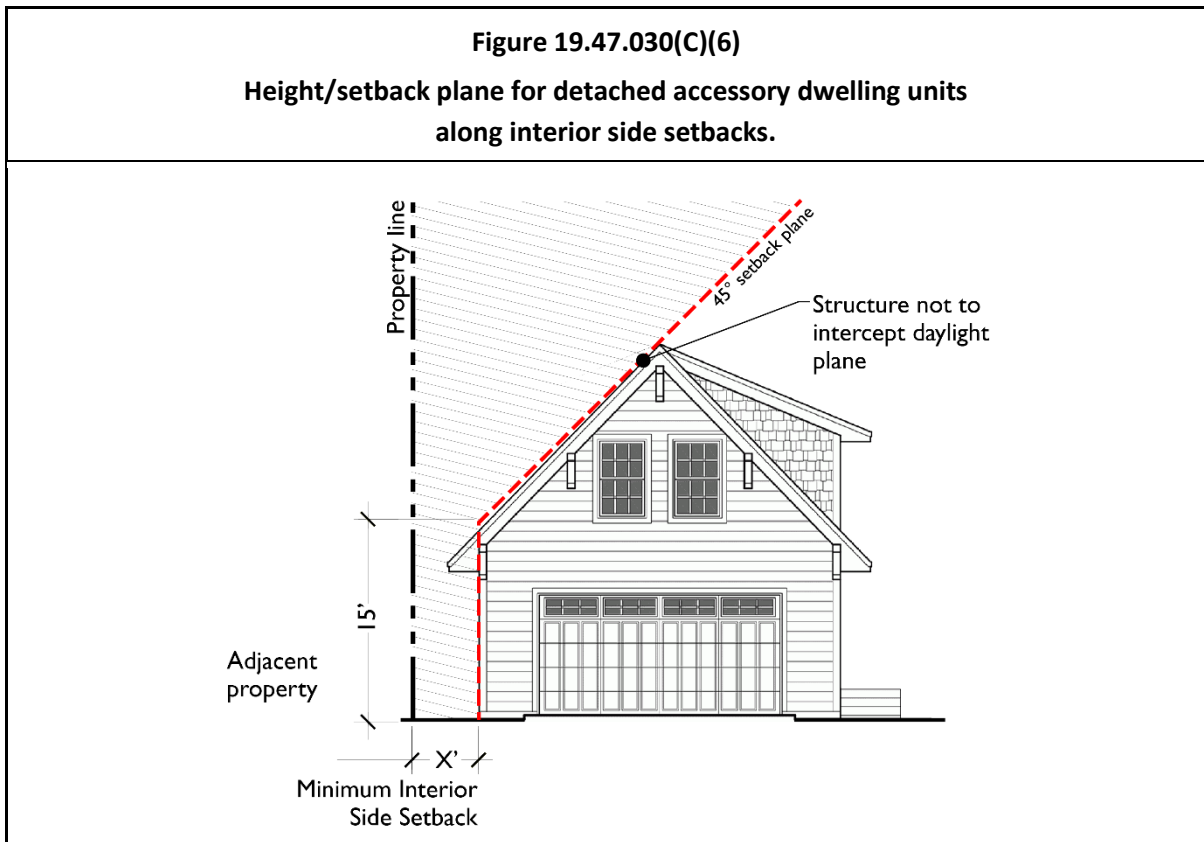
1. When and where permitted: An ADU may be established in any zone on a lot with a single-family residence. An ADU may be created by any one or combination of the following methods:
 - a. Alteration of interior space of an existing residence.
 - b. Conversion of an attic, basement, attached or detached garage, or other portion of a residence.
 - c. Addition of a living area enclosed within the principal building.
 - d. Construction of a detached living area.
 - e. Associated with the construction of a new single-family dwelling (where permitted).
2. Number. Each single-family residential unit may have only one ADU.
3. Subdivision. ADUs must not be subdivided or otherwise segregated in ownership from the principal dwelling unit.
4. Maximum size. The ADU may not exceed 900-square-feet gross floor area.
5. Maximum height:
 - a. ADUs enclosed within the principal building are subject to the height limits for the applicable zone in Tables 19.42.020-030.
 - b. Height limits for detached ADUs are:

- i. 20-feet where the roof pitch is less than 6:12.
- ii. 25-feet where the roof pitch is 6:12 or greater.

Exception: ADU height and roof pitch adjustments may be needed for structures to comply with the 45-degree height/setback plane provisions in subsection (C)(6)(a) below.



6. Minimum setbacks and siting requirements. ADUs enclosed within the principal building are subject to the setback requirements for the applicable zone. Standards for detached ADUs (whether or not they are attached to a garage) are subject to the following setback requirements:
 - a. Minimum interior side setback: Five-feet, except that from a height of 15-feet at the five-foot minimum interior side setback, buildings must step back at a 45-degree angle away from the interior side or rear property line as shown in Figure 19.47.030(C)(6) below.
 - b. Minimum rear setback (to alley property line): Zero-feet, except where garage doors or a carport faces the alley, the structure must be set back a minimum of ten-feet from the alley property line to allow adequate turning distance for vehicles.
 - c. Detached ADUs must be located consistent with the minimum usable open space standards of AMC 19.43.010(C)(3)(c), regardless of lot size.



7. Living facilities. At a minimum, an accessory dwelling unit includes a bathroom, a kitchen, and separate exterior access.
8. Parking. A minimum of three parking spaces must be provided for the principal and accessory dwelling units. Where on-street parking is available abutting the lot, only two off-street spaces must be provided for the principal and accessory dwelling units.
9. Entrance. The entrance to the ADU must not be on the same side of the structure as the entrance to the principal residence, except when such entrance is not visible from the street as determined by the director.

Exception: If an ADU is created within an existing residence which already has more than one existing exterior door on the same side, an existing door may be utilized for the ADU.

10. Owner occupancy.
 - a. Either the principle or accessory dwelling unit must be occupied by an owner of the property for six or more months of each calendar year as the owner's permanent residence. "Owners" include title holders and contract purchasers. The applicant must record a notice against the property title with the county auditor, on forms provided by the department, describing this requirement.
 - b. The Director may waive the requirement of subsection (a) for up to three years if a letter is submitted that provides evidence of good cause for the waiver. Good cause may include job dislocation, military deployment, sabbatical leave, education, or illness.

CERTIFICATION OF ENROLLMENT

ENGROSSED HOUSE BILL 1337

Chapter 334, Laws of 2023

(partial veto)

68th Legislature
2023 Regular Session

GROWTH MANAGEMENT ACT—ACCESSORY DWELLING UNITS—URBAN GROWTH AREAS

EFFECTIVE DATE: July 23, 2023

Passed by the House April 14, 2023
Yeas 85 Nays 11

LAURIE JINKINS

**Speaker of the House of
Representatives**

Passed by the Senate April 6, 2023
Yeas 39 Nays 7

DENNY HECK

President of the Senate

Approved May 8, 2023 1:13 PM with the
exception of section 5, which is
vetoed.

JAY INSLEE

Governor of the State of Washington

CERTIFICATE

I, Bernard Dean, Chief Clerk of the
House of Representatives of the
State of Washington, do hereby
certify that the attached is
ENGROSSED HOUSE BILL 1337 as passed
by the House of Representatives and
the Senate on the dates hereon set
forth.

BERNARD DEAN

Chief Clerk

FILED

May 10, 2023

**Secretary of State
State of Washington**

ENGROSSED HOUSE BILL 1337

AS AMENDED BY THE SENATE

Passed Legislature - 2023 Regular Session

State of Washington

68th Legislature

2023 Regular Session

By Representatives Gregerson, Barkis, Berry, Christian, Duerr, Fitzgibbon, Taylor, Ramel, Reeves, Simmons, Walen, Graham, Bateman, Reed, Lekanoff, Doglio, Tharinger, Cortes, Macri, and Stonier

Read first time 01/16/23. Referred to Committee on Housing.

1 AN ACT Relating to expanding housing options by easing barriers
2 to the construction and use of accessory dwelling units; amending RCW
3 36.70A.696, 43.21C.495, and 36.70A.280; adding new sections to
4 chapter 36.70A RCW; adding a new section to chapter 64.34 RCW; adding
5 a new section to chapter 64.32 RCW; adding a new section to chapter
6 64.38 RCW; adding a new section to chapter 64.90 RCW; creating a new
7 section; and repealing RCW 35.63.210, 35A.63.230, 36.70A.400,
8 36.70.677, and 43.63A.215.

9 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

10 NEW SECTION. **Sec. 1.** (1) The legislature makes the following
11 findings:

12 (a) Washington state is experiencing a housing affordability
13 crisis. Many communities across the state are in need of more housing
14 for renters across the income spectrum.

15 (b) Many cities dedicate the majority of residentially zoned land
16 to single detached houses that are increasingly financially out of
17 reach for many households. Due to their smaller size, accessory
18 dwelling units can provide a more affordable housing option in those
19 single-family zones.

20 (c) Localities can start to correct for historic economic and
21 racial exclusion in single-family zones by opening up these

1 neighborhoods to more diverse housing types, including accessory
2 dwelling units, that provide lower cost homes. Increasing housing
3 options in expensive, high-opportunity neighborhoods will give more
4 families access to schools, parks, and other public amenities
5 otherwise accessible to only the wealthy.

6 (d) Accessory dwelling units are frequently rented below market
7 rate, providing additional affordable housing options for renters.

8 (e) Accessory dwelling units can also help to provide housing for
9 very low-income households. More than 10 percent of accessory
10 dwelling units in some areas are occupied by tenants who pay no rent
11 at all; among these tenants are grandparents, adult children, family
12 members with disabilities, friends going through life transitions,
13 and community members in need. Accessory dwelling units meet the
14 needs of these people who might otherwise require subsidized housing
15 space and resources.

16 (f) Accessory dwelling units can meet the needs of Washington's
17 growing senior population, making it possible for this population to
18 age in their communities by offering senior-friendly housing, which
19 prioritizes physical accessibility, in walkable communities near
20 amenities essential to successful aging in place, including transit
21 and grocery stores, without requiring costly renovations of existing
22 housing stock.

23 (g) Homeowners who add an accessory dwelling unit may benefit
24 from added income and an increased sense of security.

25 (h) Accessory dwelling units provide environmental benefits. On
26 average they are more energy efficient than single detached houses,
27 and they incentivize adaptive reuse of existing homes and materials.

28 (i) Siting accessory dwelling units near transit hubs, employment
29 centers, and public amenities can help to reduce greenhouse gas
30 emissions by increasing walkability, shortening household commutes,
31 and curtailing sprawl.

32 (2) The legislature intends to promote and encourage the creation
33 of accessory dwelling units as a means to address the need for
34 additional affordable housing options.

35 **Sec. 2.** RCW 36.70A.696 and 2021 c 306 s 2 are each amended to
36 read as follows:

37 The definitions in this section apply throughout RCW 36.70A.697
38 ~~((and)),~~ 36.70A.698, and sections 3 and 4 of this act unless the
39 context clearly requires otherwise.

1 (1) "Accessory dwelling unit" means a dwelling unit located on
2 the same lot as a single-family housing unit, duplex, triplex,
3 townhome, or other housing unit.

4 (2) "Attached accessory dwelling unit" means an accessory
5 dwelling unit located within or attached to a single-family housing
6 unit, duplex, triplex, townhome, or other housing unit.

7 (3) "City" means any city, code city, and town located in a
8 county planning under RCW 36.70A.040.

9 (4) "County" means any county planning under RCW 36.70A.040.

10 (5) "Detached accessory dwelling unit" means an accessory
11 dwelling unit that consists partly or entirely of a building that is
12 separate and detached from a single-family housing unit, duplex,
13 triplex, townhome, or other housing unit and is on the same property.

14 (6) "Dwelling unit" means a residential living unit that provides
15 complete independent living facilities for one or more persons and
16 that includes permanent provisions for living, sleeping, eating,
17 cooking, and sanitation.

18 (7) "Gross floor area" means the interior habitable area of a
19 dwelling unit including basements and attics but not including a
20 garage or accessory structure.

21 (8) "Major transit stop" means:

22 (a) A stop on a high capacity transportation system funded or
23 expanded under the provisions of chapter 81.104 RCW;

24 (b) Commuter rail stops;

25 (c) Stops on rail or fixed guideway systems, including
26 transitways;

27 (d) Stops on bus rapid transit routes or routes that run on high
28 occupancy vehicle lanes; or

29 (e) Stops for a bus or other transit mode providing actual fixed
30 route service at intervals of at least fifteen minutes for at least
31 five hours during the peak hours of operation on weekdays.

32 ~~((+8))~~ (9) "Owner" means any person who has at least 50 percent
33 ownership in a property on which an accessory dwelling unit is
34 located.

35 ~~((+9))~~ (10) "Principal unit" means the single-family housing
36 unit, duplex, triplex, townhome, or other housing unit located on the
37 same lot as an accessory dwelling unit.

38 (11) "Short-term rental" means a lodging use, that is not a hotel
39 or motel or bed and breakfast, in which a dwelling unit, or portion

thereof, is offered or provided to a guest by a short-term rental operator for a fee for fewer than 30 consecutive nights.

NEW SECTION. **Sec. 3.** A new section is added to chapter 36.70A RCW to read as follows:

(1)(a) Cities and counties planning under this chapter must adopt or amend by ordinance, and incorporate into their development regulations, zoning regulations, and other official controls the requirements of this section and of section 4 of this act, to take effect six months after the jurisdiction's next periodic comprehensive plan update required under RCW 36.70A.130.

(b) In any city or county that has not adopted or amended ordinances, regulations, or other official controls as required under this section, the requirements of this section and section 4 of this act supersede, preempt, and invalidate any conflicting local development regulations.

(2) Ordinances, development regulations, and other official controls adopted or amended pursuant to this section and section 4 of this act must only apply in the portions of towns, cities, and counties that are within urban growth areas designated under this chapter.

(3) Any action taken by a city or county to comply with the requirements of this section or section 4 of this act is not subject to legal challenge under this chapter or chapter 43.21C RCW.

(4) Nothing in this section or section 4 of this act requires or authorizes a city or county to authorize the construction of an accessory dwelling unit in a location where development is restricted under other laws, rules, or ordinances as a result of physical proximity to on-site sewage system infrastructure, critical areas, or other unsuitable physical characteristics of a property.

(5) Nothing in this section or in section 4 of this act prohibits a city or county from:

(a) Restricting the use of accessory dwelling units for short-term rentals;

(b) Applying public health, safety, building code, and environmental permitting requirements to an accessory dwelling unit that would be applicable to the principal unit, including regulations to protect ground and surface waters from on-site wastewater;

(c) Applying generally applicable development regulations to the construction of an accessory unit, except when the application of

1 such regulations would be contrary to this section or to section 4 of
2 this act;

3 (d) Prohibiting the construction of accessory dwelling units on
4 lots that are not connected to or served by public sewers; or

5 (e) Prohibiting or restricting the construction of accessory
6 dwelling units in residential zones with a density of one dwelling
7 unit per acre or less that are within areas designated as wetlands,
8 fish and wildlife habitats, flood plains, or geologically hazardous
9 areas.

10 NEW SECTION. **Sec. 4.** A new section is added to chapter 36.70A
11 RCW to read as follows:

12 (1) In addition to ordinances, development regulations, and other
13 official controls adopted or amended to comply with this section and
14 section 3 of this act, a city or county must comply with all of the
15 following policies:

16 (a) The city or county may not assess impact fees on the
17 construction of accessory dwelling units that are greater than 50
18 percent of the impact fees that would be imposed on the principal
19 unit;

20 (b) The city or county may not require the owner of a lot on
21 which there is an accessory dwelling unit to reside in or occupy the
22 accessory dwelling unit or another housing unit on the same lot;

23 (c) The city or county must allow at least two accessory dwelling
24 units on all lots that are located in all zoning districts within an
25 urban growth area that allow for single-family homes in the following
26 configurations:

27 (i) One attached accessory dwelling unit and one detached
28 accessory dwelling unit;

29 (ii) Two attached accessory dwelling units; or

30 (iii) Two detached accessory dwelling units, which may be
31 comprised of either one or two detached structures;

32 (d) The city or county must permit accessory dwelling units in
33 structures detached from the principal unit;

34 (e) The city or county must allow an accessory dwelling unit on
35 any lot that meets the minimum lot size required for the principal
36 unit;

37 (f) The city or county may not establish a maximum gross floor
38 area requirement for accessory dwelling units that is less than 1,000
39 square feet;

1 (g) The city or county may not establish roof height limits on an
2 accessory dwelling unit of less than 24 feet, unless the height
3 limitation that applies to the principal unit is less than 24 feet,
4 in which case a city or county may not impose roof height limitation
5 on accessory dwelling units that is less than the height limitation
6 that applies to the principal unit;

7 (h) A city or county may not impose setback requirements, yard
8 coverage limits, tree retention mandates, restrictions on entry door
9 locations, aesthetic requirements, or requirements for design review
10 for accessory dwelling units that are more restrictive than those for
11 principal units;

12 (i) A city or county must allow detached accessory dwelling units
13 to be sited at a lot line if the lot line abuts a public alley,
14 unless the city or county routinely plows snow on the public alley;

15 (j) A city or county must allow accessory dwelling units to be
16 converted from existing structures, including but not limited to
17 detached garages, even if they violate current code requirements for
18 setbacks or lot coverage;

19 (k) A city or county may not prohibit the sale or other
20 conveyance of a condominium unit independently of a principal unit
21 solely on the grounds that the condominium unit was originally built
22 as an accessory dwelling unit; and

23 (l) A city or county may not require public street improvements
24 as a condition of permitting accessory dwelling units.

25 (2)(a) A city or county subject to the requirements of this
26 section may not:

27 (i) Require off-street parking as a condition of permitting
28 development of accessory dwelling units within one-half mile walking
29 distance of a major transit stop;

30 (ii) Require more than one off-street parking space per unit as a
31 condition of permitting development of accessory dwelling units on
32 lots smaller than 6,000 square feet before any zero lot line
33 subdivisions or lot splits; and

34 (iii) Require more than two off-street parking spaces per unit as
35 a condition of permitting development of accessory dwelling units on
36 lots greater than 6,000 square feet before any zero lot line
37 subdivisions or lot splits.

38 (b) The provisions of (a) of this subsection do not apply:

39 (i) If a local government submits to the department an empirical
40 study prepared by a credentialed transportation or land use planning

expert that clearly demonstrates, and the department finds and certifies, that the application of the parking limitations of (a) of this subsection for accessory dwelling units will be significantly less safe for vehicle drivers or passengers, pedestrians, or bicyclists than if the jurisdiction's parking requirements were applied to the same location for the same number of detached houses. The department must develop guidance to assist cities and counties on items to include in the study; or

(ii) To portions of cities within a one mile radius of a commercial airport in Washington with at least 9,000,000 annual enplanements.

(3) When regulating accessory dwelling units, cities and counties may impose a limit of two accessory dwelling units, in addition to the principal unit, on a residential lot of 2,000 square feet or less.

(4) The provisions of this section do not apply to lots designated with critical areas or their buffers as designated in RCW 36.70A.060, or to a watershed serving a reservoir for potable water if that watershed is or was listed, as of the effective date of this section, as impaired or threatened under section 303(d) of the federal clean water act (33 U.S.C. Sec. 1313(d)).

***NEW SECTION. Sec. 5. A new section is added to chapter 36.70A RCW to read as follows:**

To encourage the use of accessory dwelling units for long-term housing, cities and counties may adopt ordinances, development regulations, and other official controls which waive or defer fees, including impact fees, defer the payment of taxes, or waive specific regulations. Cities and counties may only offer such reduced or deferred fees, deferred taxes, waivers, or other incentives for the development or construction of accessory dwelling units if:

(1) The units are located within an urban growth area; and

(2) The units are subject to a program adopted by the city or county with effective binding commitments or covenants that the units will be primarily utilized for long-term housing consistent with the public purpose for this authorization.

****Sec. 5 was vetoed. See message at end of chapter.***

Sec. 6. RCW 43.21C.495 and 2022 c 246 s 3 are each amended to read as follows:

1 (1) Adoption of ordinances, development regulations and
2 amendments to such regulations, and other nonproject actions taken by
3 a city to implement: The actions specified in section 2, chapter 246,
4 Laws of 2022 unless the adoption of such ordinances, development
5 regulations and amendments to such regulations, or other nonproject
6 actions has a probable significant adverse impact on fish habitat;
7 and the increased residential building capacity actions identified in
8 RCW 36.70A.600(1), with the exception of the action specified in RCW
9 36.70A.600(1)(f), are not subject to administrative or judicial
10 appeals under this chapter.

11 (2) Adoption of ordinances, development regulations and
12 amendments to such regulations, and other nonproject actions taken by
13 a city or county consistent with the requirements of sections 3 and 4
14 of this act are not subject to administrative or judicial appeals
15 under this chapter.

16 **Sec. 7.** RCW 36.70A.280 and 2011 c 360 s 17 are each amended to
17 read as follows:

18 (1) The growth management hearings board shall hear and determine
19 only those petitions alleging either:

20 (a) That, except as provided otherwise by this subsection, a
21 state agency, county, or city planning under this chapter is not in
22 compliance with the requirements of this chapter, chapter 90.58 RCW
23 as it relates to the adoption of shoreline master programs or
24 amendments thereto, or chapter 43.21C RCW as it relates to plans,
25 development regulations, or amendments, adopted under RCW 36.70A.040
26 or chapter 90.58 RCW. Nothing in this subsection authorizes the board
27 to hear petitions alleging noncompliance ~~((with RCW 36.70A.5801))~~
28 based on a city or county's actions taken to implement the
29 requirements of sections 3 and 4 of this act within an urban growth
30 area;

31 (b) That the ~~((twenty-))~~ 20-year growth management planning
32 population projections adopted by the office of financial management
33 pursuant to RCW 43.62.035 should be adjusted;

34 (c) That the approval of a work plan adopted under RCW
35 36.70A.735(1)(a) is not in compliance with the requirements of the
36 program established under RCW 36.70A.710;

37 (d) That regulations adopted under RCW 36.70A.735(1)(b) are not
38 regionally applicable and cannot be adopted, wholly or partially, by
39 another jurisdiction; or

1 (e) That a department certification under RCW 36.70A.735(1)(c) is
2 erroneous.

3 (2) A petition may be filed only by: (a) The state, or a county
4 or city that plans under this chapter; (b) a person who has
5 participated orally or in writing before the county or city regarding
6 the matter on which a review is being requested; (c) a person who is
7 certified by the governor within (~~sixty~~) 60 days of filing the
8 request with the board; or (d) a person qualified pursuant to RCW
9 34.05.530.

10 (3) For purposes of this section "person" means any individual,
11 partnership, corporation, association, state agency, governmental
12 subdivision or unit thereof, or public or private organization or
13 entity of any character.

14 (4) To establish participation standing under subsection (2)(b)
15 of this section, a person must show that his or her participation
16 before the county or city was reasonably related to the person's
17 issue as presented to the board.

18 (5) When considering a possible adjustment to a growth management
19 planning population projection prepared by the office of financial
20 management, the board shall consider the implications of any such
21 adjustment to the population forecast for the entire state.

22 The rationale for any adjustment that is adopted by the board
23 must be documented and filed with the office of financial management
24 within ten working days after adoption.

25 If adjusted by the board, a county growth management planning
26 population projection shall only be used for the planning purposes
27 set forth in this chapter and shall be known as the "board adjusted
28 population projection." None of these changes shall affect the
29 official state and county population forecasts prepared by the office
30 of financial management, which shall continue to be used for state
31 budget and planning purposes.

32 NEW SECTION. **Sec. 8.** A new section is added to chapter 36.70A
33 RCW to read as follows:

34 (1) By December 31, 2023, the department must revise its
35 recommendations for encouraging accessory dwelling units to include
36 the provisions of sections 3 and 4 of this act.

37 (2) During each comprehensive plan review required by RCW
38 36.70A.130, the department must review local government comprehensive
39 plans and development regulations for compliance with sections 3 and

1 4 of this act and the department's recommendations under subsection
2 (1) of this section.

3 NEW SECTION. **Sec. 9.** A new section is added to chapter 64.34
4 RCW to read as follows:

5 (1) Except a declaration created to protect public health and
6 safety, and ground and surface waters from on-site wastewater, a
7 declaration created after the effective date of this section and
8 applicable to a property located within an urban growth area may not
9 impose any restriction or prohibition on the construction,
10 development, or use on a lot of an accessory dwelling unit that the
11 city or county in which the urban growth area is located would be
12 prohibited from imposing under section 4 of this act.

13 (2) For the purposes of this section, "urban growth area" has the
14 same meaning as in RCW 36.70A.030.

15 (3) A city or county issuing a permit for the construction of an
16 accessory dwelling unit may not be held civilly liable on the basis
17 that the construction of the accessory dwelling unit would violate a
18 restrictive covenant or deed restriction.

19 NEW SECTION. **Sec. 10.** A new section is added to chapter 64.32
20 RCW to read as follows:

21 (1) Except a declaration created to protect public health and
22 safety, and ground and surface waters from on-site wastewater, a
23 declaration created after the effective date of this section and
24 applicable to a property located within an urban growth area may not
25 impose any restriction or prohibition on the construction,
26 development, or use on a lot of an accessory dwelling unit that the
27 city or county in which the urban growth area is located would be
28 prohibited from imposing under section 4 of this act.

29 (2) For the purposes of this section, "urban growth area" has the
30 same meaning as in RCW 36.70A.030.

31 (3) A city or county issuing a permit for the construction of an
32 accessory dwelling unit may not be held civilly liable on the basis
33 that the construction of the accessory dwelling unit would violate a
34 restrictive covenant or deed restriction.

35 NEW SECTION. **Sec. 11.** A new section is added to chapter 64.38
36 RCW to read as follows:

(1) Except governing documents of associations created to protect public health and safety, and ground and surface waters from on-site wastewater, governing documents of associations created after the effective date of this section and applicable to a property located within an urban growth area may not impose any restriction or prohibition on the construction, development, or use on a lot of an accessory dwelling unit that the city or county in which the urban growth area is located would be prohibited from imposing under section 4 of this act.

(2) For the purposes of this section, "urban growth area" has the same meaning as in RCW 36.70A.030.

(3) A city or county issuing a permit for the construction of an accessory dwelling unit may not be held civilly liable on the basis that the construction of the accessory dwelling unit would violate a restrictive covenant or deed restriction.

NEW SECTION. **Sec. 12.** A new section is added to chapter 64.90 RCW to read as follows:

(1) Except declarations and governing documents of common interest communities created to protect public health and safety, and ground and surface waters from on-site wastewater, declarations and governing documents of common interest communities created after the effective date of this section and applicable to a property located within an urban growth area may not impose any restriction or prohibition on the construction, development, or use on a lot of an accessory dwelling unit that the city or county in which the urban growth area is located would be prohibited from imposing under section 4 of this act.

(2) For the purposes of this section, "urban growth area" has the same meaning as in RCW 36.70A.030.

(3) A city or county issuing a permit for the construction of an accessory dwelling unit may not be held civilly liable on the basis that the construction of the accessory dwelling unit would violate a restrictive covenant or deed restriction.

NEW SECTION. **Sec. 13.** The following acts or parts of acts are each repealed:

(1) RCW 35.63.210 (Accessory apartments) and 1993 c 478 s 8;

(2) RCW 35A.63.230 (Accessory apartments) and 1993 c 478 s 9;

(3) RCW 36.70A.400 (Accessory apartments) and 1993 c 478 s 11;

1 (4) RCW 36.70.677 (Accessory apartments) and 1993 c 478 s 10; and
2 (5) RCW 43.63A.215 (Accessory apartments—Development and
3 placement—Local governments) and 1993 c 478 s 7.

Passed by the House April 14, 2023.

Passed by the Senate April 6, 2023.

Approved by the Governor May 8, 2023, with the exception of certain items that were vetoed.

Filed in Office of Secretary of State May 10, 2023.

Note: Governor's explanation of partial veto is as follows:

"I am returning herewith, without my approval as to Section 5, Engrossed House Bill No. 1337 entitled:

"AN ACT Relating to expanding housing options by easing barriers to the construction and use of accessory dwelling units."

Section 5 of the bill gives local governments authority to waive or defer fees, defer payment of taxes, or waive other regulations for the development of accessory dwelling units (ADUs) if specified conditions are met. The specified conditions are that the ADU must be located within an urban growth area, and the ADU must be subject to a locally adopted covenant program ensuring that the ADU will be primarily utilized for long-term housing. Current law allows local governments to waive fees, taxes, and to establish various incentives for the construction of ADUs without requiring the creation of a local covenant program. The administrative costs necessary to administer a new covenant program for ADUs may cause some cities to discontinue current incentive programs.

For these reasons I have vetoed Section 5 of Engrossed House Bill No. 1337.

With the exception of Section 5, Engrossed House Bill No. 1337 is approved."

--- END ---



Washington State
Department of
Commerce

We strengthen communities

Guidance for Accessory Dwelling Units in Washington State

**GROWTH MANAGEMENT
SERVICES**

Acknowledgments

Washington State Department of Commerce

Mike Fong, Director

Mark Barkley, Local Government Division, Assistant Director

Dave Andersen, Growth Management Services, AICP, Managing Director

Editors

Anne Aurelia Fritzel, AICP, Housing Programs Manager, Growth Management Services

Catherine McCoy, Senior Planner, Growth Management Services

Municipal Research and Services Center of Washington (MRSC) Contributors

Steve Butler, FAICP, Planning & Policy Manager

Ingrid de la Jara, Communications Manager

Jill Dvorkin, Esq., Legal Consultant

Helen Ippolito, Public Policy Intern

Angela Mack, Graphic Designer

Lisa Pool, AICP, Public Policy Consultant

Oskar Rey, Esq., Legal Consultant

Reviewers

This publication was developed with support from the land use planners of Washington through Regional Planners' Forums; a panel at the 2022 Washington conference of the American Planning Association; Washington state agency review from the Department of Ecology, Department of Health, Department of Fish and Wildlife, Department of Natural Resources; and through other engagement opportunities.

Disclaimer

This publication offers guidance for Washington local governments in implementing HB 1337 (laws of 2023) and encourages the creation of new accessory dwelling units (ADUs). It does not constitute legal advice, and is not a substitute for the legal advice of an attorney. Users of this publication should contact their own legal counsel regarding their legal rights or any other legal issue.

Also, many of the examples are from current municipal codes which may not yet be consistent with the provisions of HB 1337.

Contact

For additional information on the GMA housing programs, please visit the GMS Planning for Housing Webpage or contact Anne Fritzel, Housing Programs Manager:

Anne.Fritzel@commerce.wa.gov or 360-259-5216

1011 Plum St. SE
P.O. Box 42525
Olympia, WA 98504-2525

www.commerce.wa.gov

For people with disabilities, this report is available on request in other formats. To submit a request, please call 360-725-4000 (TTY 360-586-0772)

Table of Contents

Introduction 4

Definitions..... 5

Legal History of ADU Policy in Washington State..... 6

Requirements for cities and urban growth areas..... 8

 1. Allow two ADUs per lot 8

 2. Do not require owner occupancy 12

 3. Allow separate sale of ADUs 12

 4. Set off-street parking requirements consistent with HB 1337 13

 5. Set maximum size limits at no less than 1,000 SF 14

 6. Reduce setbacks for ADUs (especially rear setbacks)..... 15

 7. Limit use of design standards 16

 8. Allow ADUs of at least 24 feet in height 18

 9. Reduce impact fees 19

 10. Other Fees and Exactions 21

Recommendations for cities and other urban areas22

 1. Allow prefabricated units 22

 2. Streamline ADU permitting processes..... 23

 3. Offer incentives to encourage ADUs that are affordable to lower-income households 24

Key considerations for counties.....25

 1. Unincorporated UGAs and LAMIRDs 25

 2. Rural and natural resource lands 25

Other programmatic elements to consider27

 1. Address the use of ADUs as short-term rentals..... 27

 2. Provide user-friendly communication materials 28

 3. Provide information on landlord-tenant laws for prospective ADU owners and ADU tenants 29

 4. Provide information on ADU financing and funding programs..... 29

 5. Create a program to encourage legalization of unpermitted ADUs 30

 6. Provide pre-approved ADU plans 30

Appendix A: Additional examples and resources31

Appendix B. Relevant GMHB cases for counties35

Appendix C. Resources for programmatic elements36

Appendix D: Other ADU information and resources.....38

Introduction

Allowing more accessory dwelling units (ADUs) encourages housing construction and increases the overall supply and variety of housing options, helping address the challenges posed statewide by insufficient housing.

HB 1337, passed in 2023, requires jurisdictions to allow two ADUs per lot within urban growth areas (UGAs) by six months after the next periodic update due date. The Washington State Department of Commerce (Commerce) presents this publication as an update to the agency's 1994 guidance to assist local governments in implementing this requirement. The objective is to provide information on the requirements, local policy choices, and examples of approaches for consideration by cities, towns, and counties, in accordance with the bill. This guidance is structured into the following sections:

- **Requirements** for cities and other urban areas.
- Recommendations for cities and other urban areas.
- Key considerations for counties (rural and resource lands).
- Other programmatic elements to consider.

This document provides detail on the state law and local policy choices. Please note that throughout this document quoted state laws are **bolded**.

Benefits of ADUs

Construction of new ADUs has many benefits, including to:

- Add to the diversity of housing options.
- Provide a housing type that blends in well with existing low density residential neighborhoods.
- Cater to our state's changing demographics, including more seniors and smaller household sizes.
- Provide housing that is typically more affordable than traditional detached single-family homes.
- Add housing units without expanding urban growth areas.
- Correct historic economic and racial exclusion by opening up single-family neighborhoods to more diverse housing and household types.
- Reduce climate impacts because ADUs tend to be smaller and use less energy than traditional single-family homes.
- Use existing infrastructure such as sewer, water and streets.

For these reasons, ADUs can be an effective and "gentle" way of helping to accommodate the state's growing population.

Definitions

Local governments should review their development regulation definitions to ensure consistency with [RCW 36.70A.696](#), as amended. This will help facilitate consistent implementation of these requirements and reduce the need for interpretation due to missing or outdated definitions.

Accessory Dwelling Unit (ADU)

A dwelling unit located on the same lot as a single-family housing unit, duplex, triplex, townhome or other housing unit.

Attached ADU

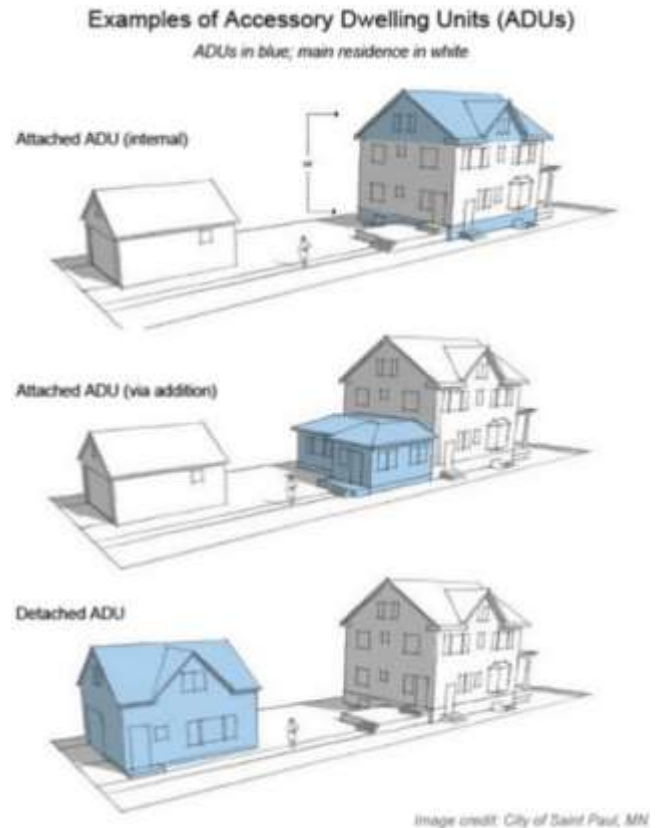
An ADU located within or attached to a single-family housing unit, duplex, triplex, townhome, or other housing unit.

Detached ADU

An ADU that consists partly or entirely of a building that is separate and detached from a single-family housing unit, duplex, triplex, townhome or other housing unit and is on the same property.

Dwelling Unit

A residential living unit that provides complete independent living facilities for one or more persons and that includes permanent provisions for living, sleeping, eating, cooking and sanitation.





Basement attached ADU example, with attached ADU entrance on the side of the structure. Credit: Steve Butler.

Legal History of ADU Policy in Washington State

As required by the 1993 Washington Housing Policy Act, Commerce made recommendations to encourage development and placement of ADUs, published in 1994 as the [Model ADU Ordinance Recommendations](#). The Act required cities of over 20,000 population and counties of over 125,000 population, planning under the Growth Management Act to incorporate the Commerce recommendations into their zoning and development regulations. To allow local flexibility, the recommendations were subject to local regulations, conditions, procedures, and limitations.

In 2019, the state Legislature found that Washington State had a housing affordability crisis and sought to promote and encourage the creation of ADUs. Commerce offered a grant program¹ to encourage cities to adopt regulations to increase housing supply, including to: (1) authorize ADUs in one or more zoning district in which they are currently prohibited; (2) remove minimum parking requirements; (3) remove owner occupancy requirements; (4) adopt new square footage requirements that are less restrictive than existing requirements; and (5) develop a local program that offers homeowners a combination of financing, design, permitting or construction support to build ADUs.²

In 2020, the legislature adopted restrictions on how much off-street parking local governments could require for ADUs near transit stops. As a result, cities that fully plan under the GMA could not require off-street parking for ADUs within a quarter mile of a major transit stop, with certain limited exceptions.³

In 2021, the legislature amended [RCW 36.70A.070](#)(2)⁴ to require all cities and counties that fully plan under the GMA to "consider the role of accessory dwelling units in meeting housing needs." In addition, Section 7 of the bill stated that cities and counties "should consider" certain policies to encourage the construction of ADUs. Governor Jay Inslee vetoed this section because it did not specifically limit the policies to lands within urban

¹ This is codified in [RCW 36.70A.600](#).

² [RCW 36.70A.600](#)(1)(n), (o), (p), (q) and (x), passed in 2019, and updated in 2020 to this current list of options.

³ [RCW 36.70A.698](#)

⁴ See [HB 1220](#).

growth areas. The Governor's veto illustrates a fundamental point: While there is little doubt that local governments should encourage ADUs in cities and UGAs, very different considerations come into play with respect to county rural and resource lands.

In 2023, [HB 1337](#) amended RCW 36.70A to add significant changes to local government roles for regulating ADUs. Within urban growth areas, cities and counties:

- Must allow two ADUs per residential lot. They may be attached, detached, or a combination of both, or may be conversions of existing structures.
- May not require the owner to occupy the property, and may not prohibit sale as independent units.
- May not charge more than 50% of impact fees charged for the principal unit.
- Must allow an ADU of at least 1,000 square feet and must adjust zoning to be consistent with the bill for things such as height, setbacks, and other regulations.
- Must set consistent parking requirements based on distance from transit and lot size.

If a city or county does not amend its rules to be consistent with the law, the statute will "**supersede, preempt and invalidate any conflicting local development regulations.**"⁵

Other new provisions in HB 1337

- Actions taken by a city or county to comply with new requirements are exempt from legal challenge under GMA or SEPA.⁶
- Cities and counties are not required to authorize the construction of an ADU where development is restricted under rules as a result of physical proximity to on-site sewage system infrastructure, critical areas, or other unsuitable physical characteristics of a property.⁷
- Cities and counties may restrict the use of ADUs for short term rentals.⁸
- Cities and counties may apply public health, safety, building code, and environmental permitting requirements to an ADU that would be applicable to the principal unit, including regulations to protect ground and surface waters from on-site wastewater.⁹
- ADUs are not required to be allowed on lots with critical areas, or around SeaTac airport.¹⁰
- Local governments are protected from civil liability if they issue a permit for an ADU on a lot with a covenant or deed restricting ADUs.¹¹

⁵ RCW 36.70A.680(1)(b), RCW 36.70A.697(2)

⁶ [RCW 36.70A.680\(3\)](#)

⁷ RCW 36.70A.680(4)

⁸ RCW 36.70A.680(5)

⁹ RCW 36.70A.680(5)

¹⁰ [RCW 36.70A.681\(2\)](#) and (4)

¹¹ [RCW 64.34.120\(3\)](#)



Detached ADU/"Carriage House" in Portland. Credit: Radcliffe Dacannay, Radworld (Creative Commons).

Requirements for cities and urban growth areas

1. Allow two ADUs per lot

Allowing ADUs in residential neighborhoods creates additional housing options and gives homeowners greater flexibility by providing rental income or a place for they or their family members to age in place.

State law

Within urban growth areas, cities and counties must allow two ADUs on all lots in zoning districts that allow for single-family homes.¹² The ADUs may be:

- Two attached ADUs such as unit in a basement, attic, or garage;
- One attached ADU and one detached ADU; or
- Two detached ADUs, which may be comprised of either one or two detached structures.
- A conversion of an existing structure, such as a detached garage.¹³

When lots are small

Cities and counties must allow an ADU on any lot that meets the minimum lot size required for the principal unit.¹⁴ Minimum lot sizes set the base lot size for development as part of a subdivision process. To support more ADU development, local governments should reduce or eliminate minimum lot size requirements for

¹² RCW 36.70A.681(1)(c)

¹³ RCW 36.70A.681(1)(j)

¹⁴ [RCW 36.70A.681\(1\)\(e\)](#) states that an ADU must be allowed if the lot meets minimum size for the principal unit. RCW 36.70A.681(3) states that cities and counties may set a limit of two ADUs, on a residential lot of 2,000 square feet or less. However, if two ADUs are allowed on lots that meet the minimum lot size, 2,000 SF is not generally going to be a standard lot size and may not have space for even one ADU.

ADUs with existing development and allow ADUs on all lots. Where lots are smaller than the minimum allowed by the zone, cities may choose to rely on the capacity of the lot, sewer, septic, parking, and landscaping or other regulations to set the limits on one or two ADUs.

Examples

- [Enumclaw Municipal Code Sec. 19.34.050](#): Allows ADUs on lots of any size.
- [Kenmore Municipal Code Sec. 18.73.100](#): Does not require a minimum lot size for ADUs.
- [Renton Municipal Code Sec. 4-2-110C](#): Permits ADUs on lots 3,000 square feet or less.

Restricted development locations

Cities and counties are not authorized to allow construction of ADUs in locations where development is restricted under other laws, rules, or ordinances due to physical proximity to on-site sewage system infrastructure, critical areas or other unsuitable physical characteristics of a property.¹⁵ This includes critical areas protection standards, such as buffers and setbacks, as well as associated environmental permitting review and process requirements. In short, cities and counties should apply the same public health, safety, building code and environmental permitting requirements to an ADU that would be applicable to the principal unit, including regulations to protect ground and surface waters from on-site wastewater. The provisions of HB 1337 provide no authority to override local ordinances that address public health and safety.

Cities and counties may restrict ADU development:

- **Within areas designated as critical areas** (see below).
- In shoreline areas so designated under a shoreline master program (see below).
- **On lots in a watershed serving a reservoir for potable water if that watershed is or was listed, as of July 1, 2023, as impaired or threatened under Section 303(d) of the federal Clean Water Act (33 U.S.C. Sec. 1313(d)).**¹⁶
- **In zones with a density of one dwelling unit per acre or less that are in critical areas, designated as wetlands, fish and wildlife habitats, flood plains, or geologically hazardous areas.**¹⁷ Generally any zones with such low densities within UGAs are so designated to protect the critical area, so adding additional development in the form of an ADU is not consistent with this exception.
- **Within a mile radius of SeaTac airport.**¹⁸

For areas without sewer

- **Cities/counties may prohibit ADUs on properties not served by sewers.**
- Septic and related wastewater rules to protect water-quality located in local health codes and 246-272A and -272B WAC continue to apply to on-site systems for ADUs.
- The Department of Health expects attached ADUs to be more likely to be connected to the same septic system as the primary single family residence since they are easier to build compliant with Department of Health rules. The septic system needs to be designed to accommodate this additional wastewater flow.
- Detached ADUs could, depending on local rules, be served by a separate septic system. The requirements, including horizontal setback and maximum density requirements of the rule(s) would apply.

¹⁵ <https://ecology.wa.gov/Water-Shorelines/Shoreline-coastal-management/Shoreline-coastal-planning/Shoreline-planners-toolbox>

¹⁶ [RCW 36.70A.681\(4\)](#)

¹⁷ [RCW 36.70A.680\(5\)](#)

¹⁸ [RCW 36.70A.681\(2\)](#)

- In areas where sewers are likely to be built in the future, plan reviewers may want to take measures to accommodate the eventual conversion from septic systems to sewer.

Critical areas

Cities and counties shall limit ADU development as necessary to meet critical areas protection standards. All ADU development must be reviewed for consistency with critical area protection ordinance provisions, and shall only be allowed when consistent. Critical areas include:

- Wetlands, and fish and wildlife habitat conservation areas provide critical ecological functions. They are protected for their intrinsic values and no additional development is appropriate. Internal conversions of existing space to an ADU may be permissible, provided all other protections are observed.
- Floodplains and geologically hazardous areas are identified as hazard areas that may pose dangers to life safety and property. Most local jurisdictions allow some development in floodplains and geologically hazardous areas. However, the development must go through a detailed review process that provides analysis of the site-specific conditions and the proposed development, supported by reports from certified experts such as geologists and engineers.
- Critical aquifer recharge areas (CARAs), which are important to allow groundwater to recharge aquifers used for drinking water. In these areas, regulations generally protect against hazardous uses and ensure impervious surfaces do not restrict groundwater recharge. ADU development over CARAs may be allowed if it can be demonstrated they will not impact potable water.

While ADUs shall be allowed in residential neighborhoods within the UGA, in geohazard and wetland areas they must be designed and located to avoid critical area impacts consistent with the mitigation sequence,¹⁹ which includes to:

- Avoid the impact altogether by not taking a certain action or parts of an action.
- Minimize impacts by limiting the degree or magnitude of the action and its implementation by using appropriate technology, or by taking affirmative steps to avoid or reduce impacts.
- Rectify the impact by repairing, rehabilitating or restoring the affected environment.
- Reduce or eliminate the impact over time through preservation and maintenance operations during the life of the action.
- Compensate for the impact by replacing, enhancing, or providing substitute resources or environments.
- Monitor the impact and taking appropriate corrective measures.

Reasonable use exceptions

Detached ADUs are not necessary for reasonable residential use within critical areas and should not be allowed within critical areas or their buffers under reasonable use exceptions. It may be possible to convert space within existing homes to create an ADU if no new exterior construction, expansion of the footprint or additional impervious surface is added.

¹⁹ <https://ecology.wa.gov/Water-Shorelines/Wetlands/Mitigation/Avoidance-and-minimization>

ADUs in shorelines under a shoreline master program

Shorelines and shorelands are governed under the city, town, or county's Shoreline Master Program (SMP). Although residential uses are allowed in many shoreline environment designations (SEDs), ADUs may not be appropriate in all SEDs. The ADU requirements outlined in HB 1337 are intended to apply within the UGA governed under the Growth Management Act and are not automatically applicable within the shoreline jurisdiction governed under the Shoreline Management Act (SMA). Local governments should plan for ADUs located within shoreline jurisdiction during a periodic review of their SMP²⁰. Review and update of an SMP is required every ten years but can be initiated by a local government outside of the required schedule.

Chapter 90.58 RCW, Chapter 173-26 WAC, and Ecology approved local shoreline master programs restrict development under SMA goals, policies, purpose and intent. Within shoreline jurisdiction, zoning code provisions can be applied, but they must be reviewed in addition to the bulk, dimensional, performance, and use standards of the SMP, and all new development and uses, including ADUs, can only be authorized through the shoreline permitting system outlined in Chapter 173-27 WAC.

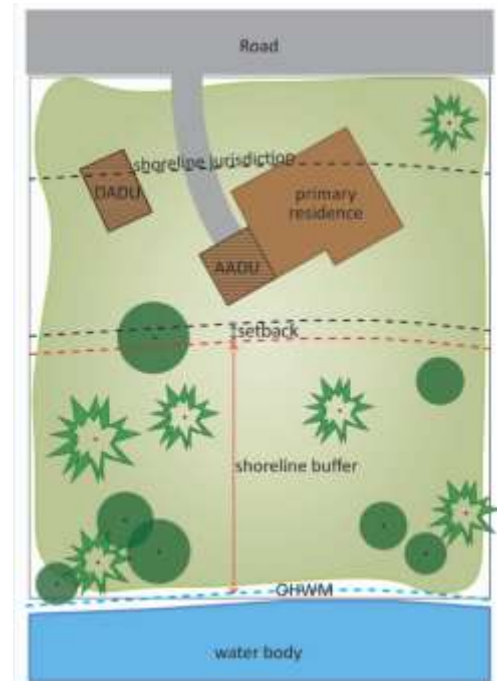
Each SMP contains residential use regulations and development standards which ensure that allowed uses and development remain compatible with the shoreline environment and SMP and allow no net loss of shoreline ecological function. If allowed under the SMP provisions, ADUs would still need to be located outside of all shoreline buffers and setbacks and would need to meet other SMP critical area, density, impervious surface, and vegetation conservation provisions.

ADUs are not necessary for reasonable residential use within shoreline jurisdictions and should not be included as project components in shoreline variance permit applications.

Local governments wanting to address ADUs under the authorities of their SMP should consult Washington State Department of Ecology guidance²¹ and work closely with their [Ecology shoreline planner](https://ecology.wa.gov/Water-Shorelines/Shoreline-coastal-management/Shoreline-coastal-planning/Contacts).²²

Examples

- [Black Diamond Municipal Code Sec. 18.56.030](#) – Allows two ADUs in conjunction with the primary unit provided adequate provisions for water and sewer are met.
- [Langley Municipal Code Sec. 18.08.095](#) – Allows one attached and one detached ADU on a lot with a single-family dwelling connected to sewer.
- [Burien Municipal Code Sec. 19.17.070](#) – Permits a maximum of two ADUs (one attached and one detached) per detached house.



If allowed, ADUs within shoreline jurisdiction should be outside of buffers and setbacks. Credit: Ecology.

²⁰ The timetable for local governments to develop or amend master programs is required by [RCW 90.58.080](#).

²¹ <https://ecology.wa.gov/Water-Shorelines/Shoreline-coastal-management/Shoreline-coastal-planning/Contacts>

²² <https://ecology.wa.gov/Water-Shorelines/Shoreline-coastal-management/Shoreline-coastal-planning/Shoreline-planners-toolbox>

2. Do not require owner occupancy

Owner occupancy standards have typically required that a property owner live in either the primary residence or the ADU, however that may limit the ability of the owner to develop or rent an ADU.

State law

Within UGAs, cities and counties may not require the owner of a lot on which there is an ADU to reside in or occupy the ADU or another housing unit on the same lot.²³ RCW 36.70A.696(9) defines owner as any person who has at least 50% ownership in a property on which an ADU is located.

Local policy choice

When a unit is used as a short-term rental (STR), a local government may choose to require an owner to occupy either the primary or an accessory unit. (See the section on short-term rentals.)²⁴

Examples

- [Bremerton Accessory Dwelling Units](#)
- [Kirkland Accessory Dwelling Units](#)
- [Seattle Accessory Dwelling Units](#)
- [Vancouver Accessory Dwelling Units](#)

3. Allow separate sale of ADUs

Because they are smaller and generally more affordable than most typical single-family homes, sales of ADUs as separate units can increase homeownership opportunities for first-time homebuyers and low-income households.

State law

- **A city or county may not prohibit the sale or other conveyance of a condominium unit independently of a principal unit solely on the grounds that the condominium unit was originally built as an accessory dwelling unit.**²⁵ [Washington's Condominium Act](#), which provides for the creation of condominiums, does not preclude ADUs from being created as a part of a condominium development. Here, the unit is individually owned and the remainder of the property is under common ownership. Local governments wanting to regulate how ADUs are converted to a condominium form of ownership should work closely with their legal counsel in reviewing [RCW 64.90.025](#) and other related laws.²⁶

Zero lot line subdivisions and lot splits are mentioned in Section 4(2) of HB 1337, however, there is currently no authorization for lot splits in Washington, creating true independent units for ADUs. SB 5258 amends RCW 58.17.060 to require all cities and towns to adopt procedures for unit lot subdivisions to allow division of a parent lot into separately owned unit lots, or owned in common by the owners of the lots. However, this is better used for developments such as townhouses.

Examples

- [Seattle Annual ADU Report 2022](#) – Addresses ADUs sold as condominiums, highlights the benefits of ADUs as condominiums and the increase in ADUs as condominiums in Seattle since 2018.

²³ RCW 36.70A.681(1)(b)

²⁴ [RCW 36.70A.680\(5\)\(a\)](#)

²⁵ RCW 36.70A.681(1)(k)

²⁶ See additional information on ADUs and condos at [ADUs and Condos: Separating Ownership | Accessory Dwellings](#)

- [City of Snohomish Unit Lot Subdivision](#) - the city provides a handout with criteria and the process for unit lot subdivision.
- [Bellevue unit lot subdivision Web page](#) for townhouses.

4. Set off-street parking requirements consistent with HB 1337

Many lots in established areas aren't large enough to support both an ADU and off-street parking, effectively prohibiting ADU development. This means that ADUs are often limited to larger lots that can accommodate parking and other site features. Removing off-street parking requirements for ADUs can help to open up possibilities for placing ADUs, especially in urban areas with transportation options.

State law

Parking limits for ADUs are subject to the following:

- Off street parking may not be required as a condition of permitting ADUs within one half mile of a major transit stop.²⁷⁻²⁸
- On lots smaller than 6,000 square feet, no more than one off-street parking space may be required per ADU before any zero lot line subdivisions or lot splits.²⁹
- On lots greater than 6,000 square feet, no more than two off-street parking spaces per ADU may be required before any zero lot line subdivisions or lot splits.

Local policy choice

While on-site parking cannot be required within a half mile of a major transit stop, a city may not want to require on-site parking in other types of walkable areas or where on-street parking is sufficient. Cities may also choose to reduce parking requirements from the maximum limits in statute. Because ADUs typically are for one or two people, no more than one parking space may be needed for any lot size, especially in areas with on-street parking.

A parking study

Cities may choose to require more parking if Commerce concurs with a locally-conducted empirical study prepared by a credentialed transportation or land use planning professional that clearly demonstrates that parking consistent with the law would be significantly less safe for pedestrians, bicyclists, or people in vehicles than if the jurisdiction's parking requirements were applied to the same location for the same number of detached houses.³⁰ Commerce is required to develop guidance on the contents of the study by the end of 2023.

Related to the issue of off-street parking requirements are garage conversions for ADUs. This type of ADU may be more affordable since the changes are primarily internal to an existing structure, and they're popular with retirees who want to age in place because they generally have "no-step entries." Because **HB 1337 requires cities to allow garage conversions**, and to reduce parking requirements, Commerce recommends that cities allow any replacement parking for the primary residence and ADU to be on driveways or on the street if

²⁷ Under [RCW 36.70A.681\(2\)](#), off-street parking for ADUs is prohibited within 1/2 mile of a major transit stop.

²⁸ Major transit stop is defined in [RCW 36.70A.696](#).

²⁹ This part of statute references zero lot line subdivisions, however, for the purposes of this guidance, this means the ADU is not subject to primary unit parking requirements, even if subdivided from the primary unit.

³⁰ [RCW 36.70A.681\(2\)](#).

possible. Low impact development pervious pavement options may be an offset tool to address additional parking, while also reducing overall site impervious surface area.

Examples

- [Fircrest Municipal Code Sec. 22.58.012](#) – Doesn't require additional off-street parking for ADUs unless the planning director determines there is insufficient on-street parking to satisfy parking demand.
- [Kenmore Municipal Code Sec. 18.73.100](#) – No additional off-street parking spaces are required for an ADU.
- [Sumner Municipal Code Sec. 18.12.030](#) – ADUs created via garage conversion are not required to have off-street parking, as long as there is available on-street parking and the unit is located within half a mile of the Sumner transit station.
- [Kirkland Municipal Code Sec. 115.07](#) – Doesn't require off-street parking for one ADU. On lots with more than one ADU, one space is required, with exceptions (available street parking within 600 feet or property is located within 1/2 mile of frequent transit).



Smith Gillman Cottage converted garage. Credit: CAST architecture.

5. Set maximum size limits at no less than 1,000 SF

Local governments typically enact maximum size limits for buildings to ensure there is enough space on a lot for site features like parking and green space. However, maximum size limits that are too restrictive pose design and use limitations. ADU size limits are typically smaller in urban infill areas than they are for larger greenfield sites. Some cities and other urban areas set a single maximum that is based on square footage, while others couple this standard with a percentage of the primary residence.

State law

ADU size limits must allow a gross floor areas of at least 1,000 square feet within UGAs.³¹ New amendments to RCW 36.70A.969 define "gross floor area" as the interior habitable area of a dwelling unit including basements and attics but not including a garage or accessory structure.

³¹ [RCW 36.70A.681\(1\)\(f\)](#)

Examples

- [Chelan Municipal Code Sec. 17.20.20](#) – Limits ADUs in its single-family residential district to 1,200 square feet or no more than 50% of the total square footage of the primary residence, whichever is less. The planning director may approve an increased size to efficiently use all floor area if all other standards are met.
- [Kenmore Municipal Code Ch. 18.73](#) – Attached ADUs are limited to 1,000 square feet unless the ADU is proposed for preexisting floor area on a single level of the primary unit. For detached ADUs, maximums are based on lot size.

6. Reduce setbacks for ADUs (especially rear setbacks)

State law

A city or county may not impose setback requirements, yard coverage limits, tree retention mandates, restrictions on entry door locations, aesthetic requirements, or requirements for design review for ADUs that are more restrictive than those for principal units.³²

A city or county must allow detached ADUs to be sited at a lot line if the lot line abuts a public alley, unless the city or county routinely plows snow on the public alley.³³

Setback requirements, which establish the minimum distance from front, side, or rear lot lines, create space between a building and adjacent uses. Some codes establish setbacks for ADUs that mirror those of the principal unit, thereby limiting space for ADUs, especially detached ADUs on small lots. Many urban communities have begun requiring separate, less restrictive setbacks specifically for ADUs. For example, some cities and other urban areas reduce or waive setbacks for detached ADUs alongside and rear lot lines, and alleys.

³² [RCW 36.70A.681\(1\)\(h\)](#).

³³ [RCW 36.70A.681\(1\)\(i\)](#).



Detached ADU over a garage with relaxed rear setback. Credit: Steve Butler.

Examples

- [Bellingham Municipal Code Sec. 20.01.036](#) – Exempts detached ADUs from side and rear yard setbacks when abutting an alley.
- [LaCenter Municipal Code Ch. 18.247](#) – Allows detached ADUs at the rear yard lot line if adjacent to an alley.

Zoning codes should clearly describe ADU standards, which should be at most the same as those for the primary unit. When ADUs are added on a lot, they should fit on the lot, and be consistent with yard coverage limits and tree retention provisions. Stormwater low impact development features such as rain gardens and other bioretention options can be used to define setback areas for an ADU and principal lot, and should be features to support additional units, rather than be barriers.³⁴

7. Limit use of design standards

Design standards often involve ensuring ADUs are compatible with the primary residence through features such as architectural style, window placement, roof form and pitch, and building materials. ADU design standards, however, can have the unanticipated impact of increasing project costs by lengthening the time needed for local ADU project review. ADUs can complement, but need not be exactly the same as the principal unit. Design standards must be clear and objective, should be no more prescriptive than those for single-family

³⁴ Commerce's guidebook: [Incentivizing Low Impact Development \(LID\) Beyond Permit Requirements](#) includes tools and outreach materials that local governments can utilize to encourage developers to go beyond existing stormwater requirements and help reduce site impervious areas.

homes, and may not result in a reduction in density, height, bulk, or scale below the requirements of the underlying zone.³⁵

State law on design standards

A city or county may not impose setback requirements, yard coverage limits, tree retention mandates, restrictions on entry door locations, aesthetic requirements, or requirements for design review for ADUs that are more restrictive than those for principal units.³⁶

Local governments should minimize the use of ADU design standards. In some cases, standards may be used to address privacy, for example making sure that the ADU's windows are located to preserve privacy between the ADU and neighboring properties or private open space.

[HB 1293](#) (laws of 2023) adds to RCW 36.70A and amends RCW 36.70B to streamline local design review processes, requiring “clear and objective” standards that don’t reduce development capacity otherwise allowed. Any design review process must be conducted concurrently, or otherwise be logically integrated, with the consolidated review and decision process for project permits set forth in RCW 36.70B.120(3). No design review process may include more than one public meeting. A county or city must comply with these requirements beginning six months after its next periodic update required under RCW 36.70A.130. The provisions do not apply to regulations specific to designated landmarks or historic districts established under a local preservation ordinance

Examples

- [Ellensburg Municipal Code Sec. 15.540.040](#) – Does not require ADUs to match the appearance of the primary structure.
- [Sedro Woolley Municipal Code Sec. 17.100.030](#) – Allows the planning director to approve interesting detached ADU designs that are dissimilar from the primary structure.
- [Lacey Municipal Code Sec. 14.23.071](#) – Has minimal design criteria for attached and detached ADUs, though duplex-like designs are not allowed.

³⁵ [RCW 36.70A.630\(2\)](#). Design review guidelines must provide only clear and objective requirements, such that an applicant can ascertain whether a particular building design is permissible.

³⁶ [RCW 36.70A.681\(1\)\(h\)](#).



ADU in the Wedgewood neighborhood of Seattle. Credit: Pam MacRae, [Sightline Institute](#). Used with permission.

8. Allow ADUs of at least 24 feet in height

State law

The city or county may not establish roof height limits on an ADU of less than 24 feet, unless the height limitation on the principal unit is less than 24 feet, in which case, a city or county may not impose roof height limitation ADUs is less than the height limit that applies to the principal unit.³⁷

Cities and other urban areas typically set building height limits to address issues like views and privacy; however, they also limit design options and use land less efficiently. Some communities set one height limit for both the principal unit and ADUs, while others have a separate maximum for ADUs.

Examples

- [Kenmore Municipal Code Sec. 18.73.100](#) – Allows ADUs up to 35 feet.

³⁷ [RCW 36.70A.681\(1\)\(g\)](#).

- [Spokane Municipal Code Sec. 17C.300.130](#) – Has height limits that are more nuanced and relate to the proximity of an ADU to a property line.



Larger, taller detached ADU – 1130 SF. Credit: Eddie Bojorquez/Crest Backyard Homes.

9. Reduce impact fees

Impact fees

Impact fees are one-time charges assessed by a local government against a new development project to help pay for new or expanded public capital facilities that will directly address the increased demand for services created by that development. [RCW 82.02.050](#) authorizes counties, cities, and towns planning under the [Growth Management Act](#) (GMA) to impose impact fees for:

- Public streets and roads;
- Publicly owned parks, open space, and recreation facilities;
- School facilities; and
- Fire protection facilities.

Because ADUs are generally smaller than standard single family homes, they typically have fewer people living in them, and likely cause fewer impacts.

State law

The city or county may not assess impact fees on the construction of accessory dwelling units that are greater than 50 percent of the impact fees that would be imposed on the principal unit.³⁸

³⁸ [RCW 36.70A.681\(1\)\(a\)](#) and [SB 5258](#) (section 10, laws of 2023) amends RCW 82.02.060 to require local governments to publish a schedule of impact fees which reflects the proportionate impact of new housing units. This includes multifamily and condo units, based on square footage, number of bedrooms or trips generated, to produce a proportionally lower impact fee for smaller housing units. Local governments must adopt this schedule within six months after the periodic update due date.

Local policy choice

Local governments may charge according to the size of the unit, fixture count, or location with the community, or completely waive fees, but in no case should the fees be more than 50% of what would be charged to the principal unit.

Examples

- [Everett 2023 Impact Fees Schedule](#) – Waives transportation and school impact fees for ADUs.
- [Olympia Municipal Code Ch. 15.08](#) – Waives school impact fees and reduces transportation and park impact fees for ADUs.
- [Renton 2019-2020 Fee Schedule \(Section XII\)](#) – Provides impact fee reductions and waivers for ADUs.
- [Lake Stevens Municipal Code Sec. 9.25.010](#) – Reduces utilities connection fees for ADUs based on ADU size.

Utility connection fees/system development charges

System development charges, or connection fees may be charged for area-wide improvements for water, sewer or stormwater. Like impact fees, communities may charge according to the unit's impact on the system. A fundamental feature of ADUs is that the ADU is "accessory to" a primary residential unit. As a result, the ADU will be smaller, typically have fewer people living in it, and have a reduced demand for municipal services.

Metering considerations when connecting to the sewer system

The Department of Health considers an ADU a separate dwelling unit if it is located outside and separate from the single family residence (detached). An ADU located within the single-family residence, such as a basement or attic unit, is generally not considered a separate connection to the sewer system for the purposes of metering. The total number of service connections is determined by counting each single-family home, each dwelling unit in a multi-family building, and each nonresidential building that the water system serves.

Local policy choice

There is no specific requirement to reduce charges for sewer, water and stormwater, as there is for impact fees, but a local government has the option of removing, reducing or waiving connection fees or system development charges to meet public purposes. Because of the dependent nature of ADUs, it is recommended that local governments allow shared meters, especially for attached units that are within the capacity of an existing meter. There may be limited cases in which separate meters are necessary because of site configuration or separate sale. They may choose to reduce system development charges to 50% as well because these charges are meant to fund area wide system development improvements, and an ADU generally has a smaller impact.

Examples

- King County has a detailed system capacity charge system with charges that vary based on the size and form of the housing unit, with addition discounts for affordable units.
<https://kingcounty.gov/en/dept/dnrp/waste-services/wastewater-treatment/sewer-system-services/capacity-charge/about>
- [Kirkland Accessory Dwelling Units](#) – This webpage provides the following information:
 - ADUs are not subject to water capital facility charges if there are no changes to the water service/meter.
 - ADUs are not subject to sewer capital facility charges.
 - ADUs are not subject to the surface water capital facility charge if the primary residence is already connected to the public storm system.

- [Olympia Municipal Code Ch. 13.04](#) and Ch. 13.08 – Provides the option of new connections or tie-ins when developing an ADU. There is no charge when the connection occurs on the lot. The Olympia Engineering and Design Standards Section 7B.080 addresses the issue of ADUs and side sewers.
- [Sedro Woolley Municipal Code Sec. 17.100.030](#) – Utilities may be shared between an ADU and the primary dwelling. Sewer connection fees are collected at a reduced rate depending on the size of the ADU.

10. Other Fees and Exactions

State law

A city or county may not require public street improvements as a condition of permitting ADUs.³⁹

State law requires that public street improvements must not be required as a condition of permitting ADUs, even if the development of the primary unit can trigger such improvements.

Another barrier might be the cost of permit fees. Local governments often attempt to recoup the actual cost of processing land use permits, but there is not a legal requirement that they do so. A city or county could choose, for policy reasons, to charge a lower amount for ADU applications as part of a strategy to encourage property owners to construct new ADUs on their properties. In addition, lowering fees makes sense if a city or county is taking other steps to streamline the ADU process, since those measures may also result in lower permit administration costs.

Examples

- [Spokane Municipal Code Sec. 08.02.031](#) – Waived permit fees for ADUs on lots within half a mile of certain zoning districts. The waiver is set to expire at the end of 2024.
- [Washougal Municipal Code Sec. 18.46.020](#) - Does not charge an application fee for detached ADU development.

³⁹ RCW [36.70A.681\(1\)\(l\)](#). The GMA does not currently define "public street improvements", however "public facilities" is defined in [RCW 36.70A.030](#) and "public improvements" in [RCW 39.114.010](#); both include street and road construction including sidewalks, street and road lighting systems, storm and sanitary sewer systems, among other public improvements.

Recommendations for cities and other urban areas

The following recommendations are not required but are suggestions to encourage the development of ADUs. They are to apply only to cities, towns, and other urban areas, including unincorporated urban growth areas (UGAs) and limited areas of more intensive development (LAMIRDs). The purpose of applying these ADU recommendations to cities and other urban areas, and not to rural areas or resource lands is to support the GMA's goals of encouraging development in urban areas and reducing sprawl.

1. Allow prefabricated units

Prefabricated detached ADUs can provide a degree of cost savings, which may make them more affordable for property owners, especially in more remote areas that may not have access to the tradespeople needed to construct ADUs. Because materials and manufacturing are centralized at an off-site manufacturing facility, prefabricated units require less construction time than conventionally built structures and can be constructed year-round in a climate-controlled factory.

[RCW 35A.21.312](#) allows for consumer choice in housing, requiring local government to allow the placement of factory-built homes in any location where site-built homes are permitted. The law was likely developed to apply to primary units, and not necessarily ADUs. However, cities and counties may adopt a set of additional standards, relating to permanent foundation, roof pitch, and design, although not all of those standards should be applied to ADUs.

Any prefabricated unit must meet state standards.⁴⁰ Local codes may refer to larger manufactured homes, and may not be related to small homes, such as park models, more suitable for an ADU.

Example

- [Bremerton Municipal Code Sec. 20.46.010](#) – Allows for manufactured homes to be used as ADUs.



Prefab detached ADU: Nanny Flat, Elder Cottage. Credit: Eddie Bojorquez/Crest Backyard Homes.

⁴⁰ See the Washington Department of Labor & Industries page on [Manufactured Home Permits & Inspections](#).

Tiny houses

Tiny houses, or tiny houses with wheels, as defined in [RCW 35.21.686](#), are not generally allowed as ADUs because they may not meet the standards required for a permanent residential unit, such as a foundation, water supply and sewage disposal. However, some communities are starting to consider allowing tiny homes on wheels as temporary units, with appropriate connections and tie-downs.⁴¹

One exception in state law is that tiny homes on wheels and RVs may be used as permanent living quarters only when situated in manufactured/mobile home communities, but they are still subject to certain life/safety and utility hookup requirements per [RCW 35.21.684](#). Tiny houses must be inspected and meet the standards of the Washington State Department of Labor and Industry.⁴²



Prefab ADU travelling from factory to residential site / installed on-site. Credit: Roger Fitzsimons.

2. Streamline ADU permitting processes

A local permitting process should be designed to make it as easy as possible for an applicant to prepare and submit a development permit application, and for the permit review staff to review and quickly approve it. This approach should be particularly true for the types of development that a community is actively trying to encourage, such as ADUs.

Discretionary project permitting processes, such as those requiring conditional use permits, hearings examiner review, and public hearings add extra time and cost to getting a development project approved. These processes make sense for situations where a proposed project may be large or have a number of potential

⁴¹ Port Townsend allows tiny homes on wheels. (THROWS) <https://cityofpt.us/planning-community-development/page/new-july-1st-tiny-house-wheels-throws>

⁴² See the Washington Department of Labor & Industries page on [Tiny Houses](#).

impacts on a neighborhood or community. For small, low-impact development projects that advance adopted public policy such as new ADUs, a discretionary permitting process creates an unnecessary barrier to ADU construction.

Local governments should allow ADUs “by-right,” with project review and approval to be done administratively. Having an expedited or shorter review process for ADUs can also include preferential review of ADU proposals. Providing pre-approved ADU plans is another method for reducing the time needed to review an ADU proposal (see provide pre-approved ADU plans below). Streamlining can be additionally bolstered by checklists that clarify the ADU approval process (see below on providing user-friendly communication materials).

Examples

- [Pasco Municipal Code Sec. 25.161.030](#) – ADU applications are approved administratively.
- [Sequim Municipal Code Sec. 18.66.040](#) – Requires a single administrative permit for ADU development. The application must be processed by the community development director within 30 days of submittal ([Sec. 20.01.080](#)).

3. Offer incentives to encourage ADUs that are affordable to lower-income households

While ADUs are generally more affordable than a typical single-family home, most aren't affordable to households making less than 80% of the area median income (AMI). To address this issue, some local governments offer incentives for ADUs that are affordable for lower-income households (that is, less than 80% AMI) for a set number of years (such as 50 years). These types of incentives usually involve requiring affordability in exchange for providing a “bonus,” like higher densities in the form of an additional ADU. Local governments can also support affordability for low-income residents by incorporating ADUs into their affordable housing funding programs and forming partnerships with community land trusts and other non-profit organizations.

Local policy choice

There are a number of ways that local governments can offer reductions for affordable housing, most require some kind of assurance that the unit will remain affordable over time.

- [RCW 82.02.060](#)(4) also authorizes local governments to offer impact fee reductions or waivers for affordable housing. An exemption for low-income housing granted under this section, however, must be conditioned upon requiring the developer to record a covenant that prohibits using the property for any purpose other than for low-income housing.
- [RCW 36.70A.540](#) authorizes local governments to expand affordable housing incentive programs to include, among other things, fee waivers or exemptions provided the local government is committed to continuing affordability for at least 50 years.
- A local government may offer “tap-in charge” waivers for low-income persons (under RCW 35.92.380 or [RCW 36.94.370](#)).⁴³

Examples

- [CLTplusOne](#) – A pilot program offered by Durham (NC) Community Land Trustees, which pairs a land trust home with ADUs on the same lot. Both the primary residence and rental unit are permanently affordable (see this Shelterforce article on Durham’s Community Land Trust).

⁴³ For more information on this topic, see MRSC’s [Affordable Housing Techniques and Incentives - Reduction/Waiver of Fees](#).

- [Seattle Municipal Code Sec. 23.44.041](#) – Allows a second ADU on a lot if one of three conditions are met: conversion within an existing structure, green building standards, or affordability for “income-eligible households” for a minimum of 50 years.

Key considerations for counties

GMA-planning counties must plan and provide regulatory frameworks for four land use categories in decreasing order of ADU intensity:

- Unincorporated UGAs.⁴⁴
- LAMIRDs
- Rural lands
- Designated natural resource lands

1. Unincorporated UGAs and LAMIRDs

Unincorporated urban growth areas

In unincorporated UGAs, which are generally intended to have urban services and eventually become or annex into cities, the requirements in this guidance apply within 6 months of the next periodic update.⁴⁵

LAMIRDs

Within Limited Areas of More Intensive Rural Development (LAMIRDs), the outer boundary may not change, but the LAMIRD may be filled in with new development, including ADUs.

2. Rural and natural resource lands

ADU regulations outside of urban growth areas require consideration of a different set of factors than ADU regulations in cities and urban growth areas. ADU provisions in rural and resource areas must be accompanied by measures to protect rural character, conserve resource lands, and limit density and sprawl.

One of the benefits of ADUs in urban areas is that under HB 1337, the ADUs can be sold separately and add to the supply of attainable housing for moderate on maybe lower income households. The same does not hold true in rural areas, where the ADU cannot be sold separately, and the private cost of transportation and public cost of transportation-related emissions reduces the public benefit of ADUs in rural areas.

When developing or amending regulations, counties should consider the potential for:

- Increased demand for emergency and other services.
- Increased traffic on county roads, which may be built to a lower standard.
- More housing and increased population in areas potentially prone to wildfires or other natural hazards.
- Impact on water supplies.
- Conflict with or decrease in land available for agriculture or other natural resource industries.

The Growth Management Hearings Boards (GMHBs) have considered challenges to ADU regulations in rural and resource designated areas in a handful of counties. Three hearings boards have issued decisions

⁴⁴ See [Chapter 36.70A RCW](#).

⁴⁵ [RCW 36.70A.680\(1\)](#)

disfavoring local regulations allowing detached ADUs where they do not include specific criteria to curtail indiscriminate increased density.⁴⁶

Rural lands

For areas designated as “rural,” the regulations must be consistent with “rural character” as established in the rural element of the county’s comprehensive plan.⁴⁷ [RCW 36.70A.030\(23\)](#) defines rural character as “[...] the patterns of land use and development established by a county in the rural element of its comprehensive plan.” Importantly, what constitutes rural character in one county may be different than what constitutes rural character in another ([RCW 36.70A.011](#)). ADUs should not contribute to sprawl or cause residential uses to predominate over rural uses.⁴⁸

Given the need to be consistent with and implement their rural, housing, and land use elements of their comprehensive plans (among others), it will be important for counties to “show their work” through the written record, including but not limited to whereas statements, findings of fact, staff reports, and public participation processes; and to articulate legal and policy justifications for their actions.

Designated natural resource lands

Counties must ensure ADU regulations are consistent with GMA requirements to preserve natural resource lands for resource production. In natural resource lands, the dominant use is to be the agricultural, forestry, or mineral use; residential development must be located to not interfere with the natural resource use, and preserve the majority of land for such use.⁴⁹ See [RCW 36.70A.060](#).

Considerations and examples for rural and resource areas

Generally, regulations permitting attached ADUs raise fewer concerns than those permitting detached ADUs. While several counties allow detached ADUs in their rural land designations, most include restrictions related to standards such as:

- Size limit on a single ADU.
- Minimum lot size to conform to zoning or in some cases, double the minimum lot size.
- Proximity to and dependency on the primary residence (such as shared driveway, parking, yard, septic, well, utilities, etc.).
- Design standards for consistency with primary unit.
- Limitations on number of permits issued annually.

⁴⁶ [Loon Lake Property Owners, et al v. Stevens County](#), EWGMHB, Case No. 01-1-0002c, Compliance Order (May 30, 2008); [Friends of San Juans, et al v. San Juan County](#), Case No. 3-2-0003c coordinated with [Nelson, et al v. San Juan County](#), Case No. 06-2-0024c, FDO/Compliance Order, at 3 (Feb. 12, 2007).

⁴⁷ County comprehensive plans must include a rural element. A county’s rural element must include policies that are consistent with rural character. [RCW 36.70A.070\(5\)\(b\)](#) provides, in relevant part: “[The rural element] shall provide for a variety of rural densities, uses, essential public facilities, and rural governmental services needed to serve the permitted densities and uses. To achieve a variety of rural densities and uses, counties may provide for clustering, density transfer, design guidelines, conservation easements, and other innovative techniques that will accommodate appropriate rural economic advancement, densities, and uses that are not characterized by urban growth and that are consistent with rural character.”

⁴⁸ [RCW 36.70A.020\(2\)](#) and [RCW 36.70A.110\(1\)](#) and [.070\(5\)](#). [Friends of San Juans, et al v. San Juan County](#), Case No. 3-2-0003c coordinated with [Nelson, et al v. San Juan County](#), Case No. 06-2-0024c, FDO/Compliance Order, at 3 (Feb. 12, 2007) — Regulations allowing a detached ADU on substandard rural lots allowed residential use to predominate over rural uses and were therefore noncompliant; [Loon Lake Property Owners, et al v. Stevens County](#), Case No. 01-1-0002C — Allowing an ADU on all parcels —including substandard lots — can considerably increase density within zone.

⁴⁹ [Futerwise v. Snohomish County, Case 22-3-003, Final Decision and Order](#). The Board found that the county failed to protect agricultural lands of long-term commercial significance, in violation of RCW 36.70A.177, and was inconsistent with multi-county and countywide planning policies, in violation of RCW 36.70A.210.

- Restrictions on title.

Careful with detached ADUs (attached ADUs preferred)

The hearings boards have held that freestanding residential ADUs should be treated as separate dwelling units for purposes of density calculations — although in some cases have found compliant county regulations that allow limited exceptions to detached ADUs triggering such density requirements.⁵⁰

Attached ADUs are Preferred

Conversely, the boards have held that attached ADUs and ADUs converted from an existing structure in close association with the primary residence (such as a garage) do not count toward density in rural and resource areas.⁵¹

Examples

- [Clark County: Accessory Dwelling Unit – Rural \(Handout\) \(2022\)](#) – Allows only attached ADUs in rural and resources zones.
- [Kitsap County: Accessory Dwelling Unit \(Handout\) \(2022\)](#) – Requires detached ADUs to be sited within 150 feet of the principal dwelling outside of UGAs. Size limit, 50% of primary unit or 900 square feet, whichever is smaller. Owner occupancy requirements and design standards apply.
- [San Juan County Code Sec. 18.40.240](#) – Limits the number of detached ADU permits outside “activity centers” and UGAs in any calendar year to no more than 12% of the total number of building permits for new principal residences issued for the previous calendar year. Further limited to one permit per property owner outside UGAs.
- [Spokane County: Detached Accessory Dwelling Unit \(Handout\)](#) – Detached ADUs in selected rural zones must be within 150 feet of principal dwelling and meet several other conditions, including that title notice will be placed on the property that the accessory dwelling may not be sold as a separate residence until such time as the accessory dwelling is located as the sole residence on a legally subdivided parcel.
- [Walla Walla County Code Sec. 17.08.015](#) – Requires at least four of six “dependency requirements” be shared for a detached ADU (road access, septic system, water system, utility meters, yard, and parking areas).

Other programmatic elements to consider

The following “programmatic elements” are not recommendations but are instead meant to be additional options to be considered by cities, towns, and other urban areas, including unincorporated UGAs and LAMIRDS.

1. Address the use of ADUs as short-term rentals

Construction of ADUs presents an opportunity to increase a community’s supply of relatively affordable long-term housing. When an ADU is used as a short-term rental (STR), defined as a housing unit being rented for fewer than 30 consecutive days, that housing unit functions as a lodging unit for visitors and not as a housing

⁵⁰ [Friends of San Juans, et al v. San Juan County](#), Case No. 3-2-0003c coordinated with [Nelson, et al v. San Juan County](#), Case No. 06-2-0024c, FDO/Compliance Order, at 3 (Feb. 12, 2007).

⁵¹ [Yanisch v. Lewis County](#), Case No. 02-2-0007c, Order on Compliance Hearing (Mar. 12, 2004).

unit.⁵² As a result, some local governments completely prohibit the use of ADUs as STRs, while others limit but don't completely prohibit that use.

The primary rationale for prohibiting or limiting ADUs being used as STRs is that renting an ADU as a long-term housing unit, defined as being rented for more than 30 consecutive days, will have the dual benefit of providing a positive income stream to a homeowner and adding a new residential unit to the local housing supply.

Some studies attempt to make the case that ADUs being used as STRs make up “only a small percentage” of the overall stock of STRs (8%-12%).⁵³ For example, data collected by the City of Seattle shows that 11% of the total short-term rental units were ADUs. It should be noted, however, that 11% still represents 418 units that are not contributing to that city's long-term housing supply.

Given the significant policy implications, local governments located in areas with high demand for short-term rentals, such as popular tourist destinations, should carefully consider the pros and cons of allowing ADUs to be used as short-term rentals.

State law

Cities and counties may restrict the use of ADUs for short term rentals.⁵⁴

Examples

- [Bellingham Municipal Code Sec. 20.10.037](#) – Does not allow STRs in detached ADUs in single-family zones but does allow them in detached ADUs in other zones, and in attached ADUs citywide.
- [Poulsbo Municipal Code Sec. 18.70.070](#) – Does not allow ADUs to be used as STRs. [Sequim Municipal Code Ch. 18.66](#) – Does not allow ADUs to be used as STRs.

2. Provide user-friendly communication materials

To assist applicants in navigating the ADU permitting process, local governments can provide user-friendly ADU webpages, informational handouts, guides, and checklists. These guidance documents can help by clearly articulating ADU requirements to property owners, homeowners, contractors, and developers. Clear materials inform those who are interested in building ADUs and encourage interest in ADU construction.

Examples

- [Bremerton Guide to Establishing an ADU \(2021\)](#) – Includes an overview of the city's ADU standards and links to permit requirements.
- [Lake Stevens ADU Permit Checklist](#) – Helps applicants understand the city's ADU provisions.
- [Olympia ADUs & Accessory Structures Guide \(2022\)](#) – Includes an overview of ADU regulations and standards, including design review requirements and guidelines.
- [Seattle ADUniverse: The ABCs of ADUs](#) – Includes a step-by-step guide to creating an ADU.
- [Thurston County ADU Handout \(2021\)](#) – Covers the main elements of the county's three-step ADU permitting process.

⁵² [RCW 36.70A.696\(9\)](#) defines short-term rental as "a lodging use, that is not a hotel or motel or bed and breakfast, in which a dwelling unit, or portion thereof, is offered or provided to a guest by a short-term rental operator for a fee for fewer than 30 consecutive nights."

⁵³ See, for instance, the Urban Land Institute's report [Jumpstarting the Market for ADUs: Lessons Learned from Portland, Seattle, and Vancouver](#).

⁵⁴ [HB 1337 Section 3\(5\)\(a\)](#).

3. Provide information on landlord-tenant laws for prospective ADU owners and ADU tenants

For many homeowners renting an ADU on their property, this may be the first time they have served as a landlord. As a result, they may not be familiar with relevant local, state, and federal laws that apply to landlords (such as the Fair Housing Act). Conversely, renters also have certain rights and responsibilities under these laws that both landlords and tenants should know.

The Washington [Residential Landlord-Tenant Act](#) includes the state's key landlord-tenant laws.⁵⁵ Some local governments have created landlord-tenant regulations and programs with additional protections for renters, including rental registration and extra notice of rent increases and/or inspections. To inform both landlords and tenants about these requirements, local governments can develop user-friendly summaries of these resources and provide them to ADU applicants during the permit process.

Examples

- [Bellingham: Landlords and Tenants](#) – Includes information on the city's rental housing regulations, rental registration and safety inspection program, and more.
- [Benton County: Renter's Resources](#) – Includes information on fair housing and tenant rights in Washington.
- [Burien: Renting in Burien](#) – Includes information on the city's rental housing inspection program, notice of intent to sell, and eviction law in Washington.
- [Olympia: Tenant Protections](#) – Includes information on the city's rental housing ordinance, FAQs, and more.
- [Tacoma: Landlord-Tenant Program](#) – Includes information on the city's landlord-tenant program.

4. Provide information on ADU financing and funding programs

Lack of funding and financing options is often cited as one of the most prevalent challenges for ADU construction.⁵⁶ Lending institutions that finance ADU projects generally don't allow homeowners to borrow against a portion of the future value of an unbuilt ADU, further constraining the viability of projects. To support homeowners in financing their ADU projects, local governments can:

- Identify other funding and financing opportunities for ADUs and make these resources available at the permit center and online.
- Develop programs to facilitate access to ADU funding and financing opportunities.

[RCW 84.36.400](#), authorizes counties to provide a three-year property tax exemption for improvements to a single-family dwelling, including the construction of an ADU, as long as it represents 30% or less of the value of the original structure. The program was initiated through [Chapter 204, Laws of 2020 \(2SSB 6231\)](#) and stipulates that dwelling units may be either attached to or within the single-family dwelling or a detached unit located on the same real property. In 2023, additional provisions were added in King County.⁵⁷

⁵⁵ More information on state and federal laws may be found on the Washington Office of the Attorney General's [Landlord-Tenant](#) page and the U.S. Department of Housing and Urban Development [Tenant Rights, Laws and Protections: Washington](#) page.

⁵⁶ See the UC Berkeley's Turner Center for Housing Innovation's article [ADU's for All: Breaking Down Barriers to Racial and Economic Equity in ADU Construction](#) (2022).

⁵⁷ SB 5045 offers extended property tax exemptions for ADUs in King County if the unit is affordable.

ADU owners may deduct, for income tax purposes, construction costs over time, annual property taxes, and shared monthly utility costs from rental proceeds, which may help encourage their development.

Examples

- [Olympia OlyFed Bank: ADUs Financing](#) – Provides six loan options for ADU construction. See this [ADU Loan Options flyer](#) and [ADU Financing](#) presentation for more information.
- [Spokane Single-Family & Detached ADU Tax Exemption](#) – The City of Spokane highlights the fact that Spokane County provides a tax exemption for ADUs for the three assessment years after the completion of the improvement, to the extent the improvement represents 30% or less of the value of the original structure.

5. Create a program to encourage legalization of unpermitted ADUs

A combination of strong demand for new housing and too many barriers have in some Washington communities resulted in unpermitted ADUs. Creating a program to allow legalization of unpermitted ADUs can help promote safe, legal structures and open them up to rental opportunities.

Local governments are encouraged to develop programs to promote the legalization of existing housing units, which should be done in a manner that ensures ADUs are safe to inhabit.

Examples

- [Bellingham Municipal Code Sec. 20.10.036](#) – Allows ADUs existing prior to January 1, 1995, to become legally permitted, as long as ADU owners submit an application that is consistent with current ADU regulations and building codes.
- [Ferndale Municipal Code Sec. 18.34.060](#) – Allows owners of ADUs established before June 20, 2017, to submit an application to the city to legally permit the existing unit pursuant to the city's ADU regulations.

6. Provide pre-approved ADU plans

After confirming their property is eligible for an ADU, homeowners begin the design process with an architect or designer. Depending on whether the unit is within an existing structure or free standing, the design process can add significant time and expense to a project. To streamline this step, some local governments offer detached ADU plan designs that have been pre-approved for compliance with building codes. ADU applications with pre-approved plans are typically approved in a shorter timeframe and with reduced permit fees since the designs have been vetted by staff. Even though the designs have been pre-approved all other code provisions, like site-specific standards, still apply.

Examples

- [Olympia: Pre-Approved ADU Plans \(Guide\)](#) (2021) – The cities of Olympia, Lacey, and Tumwater worked together to offer four plans that have been pre-approved for compliance with building codes.
- [Leavenworth: ADU Plans](#) – Offers four pre-approved designs. Each option includes two different styles – modern and traditional.
- [Renton: Permit Ready ADU Program](#) – Includes eight pre-approved, designed, and engineered model base plans, ranging in size from 415 to 1,000 square feet and varying in architectural style.
- [Seattle: Pre-approved Detached ADUs Program](#) – Offers 10 pre-approved plans for detached ADUs, including factory-assembled structures that have been approved by the Washington Department of Labor and Industries.



Cedar Cottage Seattle ADU Pre-Approved Plan (above and below). Credit: CAST architecture.



Appendix A: Additional examples and resources

1. Allow two ADUs per lot

- [Bremerton Municipal Code Ch. 20.46](#) – Allows up to two ADUs per lot (see Sec. 20.46.010).
- [Kirkland Municipal Code Sec. 115.07](#) – Allows up to two ADUs (either attached or detached).
- [Fife Municipal Code Ch. 19.80](#) – Allows both one attached and one detached ADU on larger city lots.
“For lots between 3,200 and 4,356 square feet, only attached ADUs are permitted. For lots larger than 4,356 square feet both attached and detached ADUs are permitted, provided the extra lot area required in the applicable zone is met.”
- [Lake Forest Park Municipal Code Ch. 18.50](#) – For lots exceeding one acre, one attached and one detached ADU are permitted (see Sec. 18.50.050).

2. Do not require owner occupancy

- [Seattle Release of Owner Occupancy Covenant for ADUs Forms](#) (Word document) – This form for recording with the King County Recorder’s Office releases property from the covenant for owner occupancy entered into as a condition of applying for an ADU permit, as owner occupancy is no longer required by Seattle’s Land Use Code per [Ordinance No. 125854 \(2019\)](#).

3. Do not require off-street parking for ADUs

- [Bainbridge Island Municipal Code Ch. 18.09](#) – Allows garage conversions for ADUs.
- [Bellevue Ordinance 6589](#) – Adopted in 2021 prohibiting requirements for off-street parking for ADUs within one-quarter mile of a major transit stop. For additional background information, see Bellevue’s page on [Reduced Minimum Residential Parking Standards](#).
- [Bremerton Municipal Code Sec. 20.46.010](#) – One ADU is not required to provide an additional off-street parking space. The second ADU is required, however, to provide an off-street parking space in addition to that which is required for the principal unit.
- [Spokane Municipal Code Sec. 17C.300.130](#) – No additional parking is required for studio and one-bedroom ADUs and ADUs within one-quarter mile of certain transit stops. Spokane allows garage conversion for ADUs.
- [Olympia Municipal Code Sec. 18.38.100](#) – Doesn’t require parking spaces for ADUs (see table 38.01, “Residential” section).
- [Tacoma Municipal Code Sec. 13.06.080](#) – No off-street parking is required for ADUs.
- [University Place Municipal Code Sec. 19.70.010](#) – No additional off-street parking is required for ADUs.
- [Vancouver Municipal Code Ch. 20.810](#) – Doesn’t require additional on-site parking in conjunction with the establishment of an ADU. The city allows conversion of an existing garage structure or other outbuilding to be converted to an ADU; however, off-street parking for the primary residence is required to be provided elsewhere on the site.
- [Seattle Municipal Code Sec. 23.44.041](#) – Off-street parking is not required for ADUs, except that an existing required parking space may not be eliminated to accommodate an ADU unless it is replaced elsewhere on the lot.

4. Reduce barriers from setbacks and other ADU regulations

Reduce setbacks for ADUs (especially rear setbacks)

- [Brier Municipal Code Sec. 17.24.010](#) – ADUs must conform to standard setback regulations, though the rear yard setback requirement is reduced to seven feet for ADUs.
- [Kirkland Municipal Code Sec. 115.115](#) – Required setbacks are the same as the underlying zone. detached ADUs may be located within five feet of an alley. Detached ADUs without alley access may be located no closer than five feet from the rear property line as long as the portion of the detached ADU in the reduced setback is no taller than 15 feet.
- [Sequim Municipal Code Sec. 18.66.050](#) – Exempts existing legally created on-site accessory structures – such as garages – that have been converted to ADUs from complying with setback standards.
- [Tacoma Municipal Code Sec. 13.06.080](#) – No setbacks from alleys are required.

Reduce minimum lot sizes for ADUs (especially on small urban lots)

- [La Conner Municipal Code Sec. 15.110.080](#) – ADUs are allowed on lots that are under 5,000 square feet.
- [Medina Municipal Code Sec. 16.34.020](#) – ADUs are excluded from minimum lot area requirements.
- [Tacoma Municipal Code Sec. 13.06.080](#) – ADUs are allowed on any legally established lot, regardless of lot size or width.

Increase height maximums for ADUs

- [La Center Municipal Code Sec. 18.247.050](#) – ADUs are limited in height to 25 feet or the primary dwelling's height, whichever is lower.
- [Mukilteo Municipal Code Sec. 17.30.060](#) – ADUs may be two stories high and must comply with maximum building heights for the underlying zoning district; Detached ADUs cannot be taller than the primary unit, except that there is a maximum height of one-story if the detached ADU is located above a garage or similar structure.
- [Pacific Municipal Code Sec. 20.92.060](#) – ADUs may be up to 25 feet high.

5. Increase maximum size limits for ADUs appropriate to zone and context

- [Black Diamond Municipal Code Sec. 18.56.030](#) – Detached ADUs are limited to 1,000 square feet.
- [Bremerton Municipal Code Sec. 20.46.010](#) – Limits ADUs to 1,000 square feet or no more than 60% percent of the principal unit's total habitable floor area, whichever is greater. Attached ADUs in residences built prior to 2020 may receive director's approval to increase ADU floor area to equal that of the principal dwelling.
- [Burien Municipal Code Sec. 19.17.070](#) – Internal or attached ADUs are limited to 1,000 square feet. The planning director may make exceptions to size limitations to allow for the better utilization of existing spaces.
- [Leavenworth Municipal Code Sec. 18.36.035](#) – The total habitable floor area of any ADU is limited to 1,200 square feet.
- [Kirkland Municipal Code Sec. 115.07](#) – ADUs are limited to 1,200 square feet.
- [Roslyn Municipal Code Sec. 18.140.030](#) – ADUs are limited to 1,000 square feet.
- [Yakima Municipal Code Sec. 15.09.045](#) – The ADU's floor area is limited to 1,000 square feet.

6. Limit use of design standards

- [Bothell Municipal Code Sec. 12.14.135](#) – Attached ADU entrances are permitted on the front of the primary residence under certain conditions.
- [Bremerton Municipal Code Sec. 20.46.010](#) – The city has developed a user-friendly [ADU Guide](#) (2021) that summarizes design regulations with visual examples.
- [Fife Municipal Code Sec. 19.80.040](#) – Recommended approaches to promote privacy for adjacent properties are included in subsection 19.80.040(A)(6).

7. Remove, reduce or waive permit application fees, impact fees, system development charges, and other ADU-related fees

Utility connection fees/system development charges

- [Chelan Municipal Code Sec. 13.33.020](#) – Offers utility rate reductions for ADUs.
- [La Center Municipal Code Sec. 18.247.050](#) – ADUs may share sewer and water connections with the primary dwelling. System development charges are imposed at a reduced rate compared to a single-family home (Sec. 18.247.080).
- [Yakima County Code Sec. 19.18.020](#) – The ADU and the primary dwelling unit will share a single sewer and water connection, unless the local sewer and/or water purveyor requires separate connections.

Impact fees

- [Bellingham Permit Fees](#) – This webpage offers information establishing that:
 - ADUs are assessed at half the multi-family rate for park impact fees.
 - For transportation impact fees, the person trip rate is less than duplexes and townhouses.
 - School impact fees are waived for ADUs.

- [Bellingham Ordinance No. 2018-11-022](#) – Establishes impact fee reductions related to the city’s 2018 ADU code update.
- [Kirkland Accessory Dwelling Units](#) – Exempts transportation, park, and school impact fees for ADUs in accordance with city code (KMC 27.04.050, KMC 27.06.050, KMC 27.08.050). These fees are assessed on the primary single-family residence only.
- [Renton 2023-2024 Fee Schedule](#) – Impact and permit fees are waived for ADUs. Stormwater system development charges are reduced by 50% for ADUs.
- [Tukwila Fee Schedule](#) – Exempts attached ADUs from impact fees (see Figure 16-1 “Fee Schedule”).
- [Everett 2023 Impact Fees Schedule](#) – Waives traffic and school impact fees for ADUs.
- [Olympia Municipal Code Ch. 15.08](#) – Waives school impact fees and reduces transportation and park impact fees for ADUs.
- [Renton 2019-2020 Fee Schedule \(Section XII\)](#) – Provides impact fee reductions and waivers for ADUs.

ADU permit application fees

- [Port Angeles Temporary Building Permit Fee Waiver Form](#) (2022) – A temporary building permit fee waiver is available for construction of housing reserved for families with 80% AMI or below through September 2028; ADUs are included as an acceptable dwelling type for this waiver.

8. Allow prefabricated ADUs

Code examples

- [Richland Municipal Code Sec. 23.42.020](#) – Allows accessory apartment units that are manufactured off site.
- [Langley Municipal Code Sec. 18.22.115\(C\)](#) – While not addressing prefabricated housing, “tiny homes” are allowed to be used as ADUs, if they can meet the International Residential Code (IRC) and other specified local standards.

Other resources

- [Olympia Manufactured Homes \(Handout\)](#) (2017) – Manufactured homes are allowed to be used as ADUs, particularly to promote affordable housing.

Seattle ADUniverse:

- [The ABCs of ADUs](#) – Mentions factory-built ADUs in the Construction section.
- [Pre-approved Detached ADUs](#) – References factory-assembled structures in the L&I-approved detached ADUs section. The pre-approved plans include the Urban Cottage Prefab and WOOD Studio design.
- [Seattle: Guide to Building a Backyard Cottage \(2010\)](#) – See page 19.
- [Seattle Tip Sheet 305: Factory-Assembled Structures for Residential and Commercial Use](#) (2023) – Includes a comparison of the three types of factory-assembled structures, local requirements, and fees.
- [Insider: A new collection of minimalist tiny homes from \\$37,500 is available in the US for the first time](#) (2023) – Article about affordable tiny homes from Latvia-based firm, MyCabin.
- [Congress for the New Urbanism: Novel idea - Modular house that’s cute](#) (2023) – Article describing a well-designed modular house that received an Urban Guild Award.
- [HUD Office of Policy Development \(PD&R\): Factory-Built Accessory Dwelling Units for Affordable Housing Options \(2020\)](#) – Highlights communities that support factory-built ADU designs.

9. Streamline ADU permitting processes

Code examples

- [Olympia Municipal Code Sec. 18.72.080](#) – Approves ADUs administratively.

- [Pacific Municipal Code Sec. 20.92.057](#) – Single, straightforward application requirements for ADU development.
- [Sequim Municipal Code Sec. 18.66.040](#) – Approves ADUs administratively.
- Other resources
- [Bellevue: ADU Registration](#) – This webpage notes that ADU registration, a floor plan, and site sketch/site plan are the minimum necessary to proceed with the ADU application process.
- [Camas: ADU Application Form](#) – Two-page application form that includes applicable development standards and design guidelines.
- [Lake Stevens: ADU Compliance Checklist](#) – This checklist provides a detailed overview of the permitting process.
- [MRSC: Streamlining Local Permit Review Procedures](#) – This webpage provides examples of streamlined permit review processes.
- [Seattle: Construction Permit – Addition or Alteration](#) – This webpage provides that to add within an existing house, a [construction addition/alteration permit](#) is needed; to build a detached unit, a [construction addition/alteration permit](#) is needed.
- [Vancouver Municipal Code Sec. 20.920.060\(H\)](#) – Expedites permit review for infill development.

10. Offer incentives to encourage ADUs that are affordable to lower-income households

- [Bellingham Housing Development: Guideline and Procedure Handbook \(2019\)](#) – Housing Levy funds are available to support purchases of homes with ADUs.
- [Block Project](#) – Nonprofit with a mission to construct and find homeowners in Seattle willing to host an affordable ADU on their residential properties.
- [Habitat for Humanity \(Seattle-King & Kittitas Counties\) - South Park Project](#) – This award-winning Habitat for Humanity project, funded in part through Seattle Housing Levy funds, includes ADUs.
- [Fannie Mae: HomeReady Accessory Unit Income and Boarder Income Flexibilities](#) (2022) – Expands access to creditworthy low-income borrowers.

Community land trust (CLT) examples

- [National League of Cities: How One Colorado Community Land Trust Is Preserving Homeownership and Affordability](#) (2021) – Elevation Community Land Trust operates in partnership with a Denver Housing Authority initiative to support homeowners and prevent displacement. Their approach includes building ADUs to create more living space for family members or a new source of income.
- [T.R.U.S.T. South LA \(& four other California CLTs\): Increasing Community Power and Health through Community Land Trusts](#) (2020) – The Community Land Trust Association of West Marin, in collaboration with the Housing Authority of Marin County, offers zero-interest loans, permit fee waivers, and other benefits for homeowners to create ADUs for use as affordable rental units.
- [Shelterforce: Affordable ADUs: How It's Being Done](#) – Explores pilot programs and other strategies for financing ADUs for low- and moderate-income homeowners.

Appendix B. Relevant GMHB cases for counties

- [Futerwise v. Snohomish County, Case 22-3-003, Final Decision and Order](#). The Board found that the county failed to protect agricultural lands of long-term commercial significance, in violation of RCW 36.70A.177, and was inconsistent with multi-county and countywide planning policies, in violation of RCW 36.70A.210.

- [Loon Lake Property Owners Association, et al v. Stevens County](#), Case No. 01-1-0002c, Compliance Order (May 30, 2008) – Allowing an ADU on all parcels—including substandard lots— can considerably increase density in rural areas; regulations should contain specific criteria to curtail indiscriminate increased density.
- [Friends of San Juans, et al v. San Juan County](#), Case No. 3-2-0003c coordinated with [Nelson, et al v. San Juan County](#), Case No. 06-2-0024c, FDO/Compliance Order (Feb. 12, 2007) – Regulations allowing a detached ADU on substandard rural lots allowed residential use to predominate over rural uses and were therefore noncompliant.
- [Kittitas County Conservation, et al v. Kittitas County](#), Case No. 07-1-0015, Final Decision Order (Mar. 21, 2008) – County ADU regulations must contain density provisions to preserve rural character—failure to do so would result in “urban-like” density in rural areas.
- [Peninsula Neighborhood Association v. Pierce County](#), Case No. 95-3-0071, Final Decision and Order (Mar. 20, 1996) – Local governments are required to include ADU provisions in their development regulations, but those regulations must be consistent with the GMA requirement that local governments reduce sprawl in rural areas.
- [Yanisch v. Lewis County](#), Case No. 02-2-0007c, Order on Compliance Hearing (Mar. 12, 2004) – County definition of “rural character” must comply with GMA; subdivision or sale of ADU to family member may not be approved if doing so creates lots of less than five acres.

Appendix C. Resources for programmatic elements

1. Address the use of ADUs as short-term rentals

- [La Conner Municipal Code Sec. 15.110.080](#) – ADUs may not be used as short-term rentals.
- [Langley Municipal Code Sec. 5.40.030](#) – A maximum of 50 ADUs can be used as short-term rentals in Langley.
- [Marysville Municipal Code Sec. 22C.180.030](#) – ADUs aren’t permitted as short-term rentals.
- [Roslyn Municipal Code Sec. 18.140.030](#) – ADUs may be rented for a minimum of 60 days.
- [Tukwila Municipal Code Sec. 18.50.220](#) – Doesn’t allow ADUs to be rented for periods of less than 30 days.

2. Provide user-friendly communication materials

- [Bellingham: Homeowner's Handbook to Building an ADU](#) – This handbook, developed by the Whatcom Housing Alliance and the City of Bellingham, includes ADU basics and information on permitting, design, construction, and costs.
- [Jefferson County: The ABCs and 123s of ADUs](#) (2022) – This guide, developed by the Housing Solutions Network, includes information for homeowners considering ADU development, particularly for affordable housing.
- [Lynnwood ADU Guide](#) – One-page guide with an overview of the city’s ADU requirements, including those related to size, design, and setbacks.
- [Poulsbo Accessory Dwelling Units](#) – This webpage includes ADU basics, benefits of an ADU, code requirements, permitting process, handouts, and flow charts.
- [Redmond ADU \(Handout\)](#) (2019) – This one-pager includes an overview of the city’s ADU requirements and permit process.
- [San Juan County Detached ADU Permit Application Checklist](#) (2018) – One-page overview of all permit application requirements.
- [Seattle: A Guide to Building a Backyard Cottage](#) (2010)
- [Spokane Accessory Dwelling Unit Current Allowances](#) (2022) – Includes quick facts.

- [Tacoma ADU Tip Sheet](#) (2022) – Includes development standards, permit requirements, submittal and review process, and more.
- [Tacoma Accessory Dwelling Units Design Guide](#) (2022) – A handbook for building ADUs.

Toronto, Canada

- [Changing Lanes - Laneway Suites in the City of Toronto](#) – Provides requirements, reports, and other information for laneway suites (i.e., detached ADUs abutting a public laneway).
- [Garden Suites](#) – Offers rules and regulations, key considerations, and other information for garden suites (i.e., detached ADUs that do not abut a laneway).
- [YouTube - City of Toronto Garden Suites Draft Rules](#) – Video discussing the city's draft rules for garden suites.
- [Vancouver ADU Fact Sheet \(2022\)](#) – Includes FAQs.

3. Provide information on landlord-tenant laws for prospective ADU owners and ADU tenants

- [A Regional Coalition for Housing \(ARCH\): Renting Out An ADU](#) – Information on finding tenants, rental agreements, landlord-tenant relationship, and more in East King County.
- [Bellevue: Residential Rental Regulations](#) – Contains general guidelines for ADU rental terms.
- [Kenmore Ordinance No. 22-0545](#) (2022) – Adopts tenant protections increasing notice for rent increases, capping late fees, capping move in fees and deposits, and more. The ordinance notes that “dwelling unit” has the same meaning as the state’s Residential Landlord-Tenant Act ([RCW 59.18.030](#)), which defines it as “...a structure of that part of a structure which is used as a home, residence, or sleeping place by one or two or more persons maintaining a common household...”
- [Kirkland: Tenant Protections](#) – Includes new tenant protections related to notice of rent increases, maximum security deposit, and enforcement.
- [Redmond: Living in Redmond](#) – Includes information on the city’s new tenant protections.

4. Provide information on ADU financing and funding programs

- [Fannie Mae: HomeReady Accessory Unit Income and Boarder Income Flexibilities](#) (2022) – Expands access to creditworthy low-income borrowers.
- [Freddie Mac: Accessory Dwelling Unit \(ADU\) FAQ](#) – Includes common questions about Freddie Mac’s ADU loan terms.
- [UC Berkeley's Turner Center for Housing Innovation & USC's Lusk Center for Real Estate: ADU Construction Financing](#) (2022) – Includes product examples and considerations.
- [A Regional Coalition for Housing \(ARCH\): ADU Lending Assistance](#) – Includes information about both private and public financial requirements and assistance.
- [Local Investing Opportunities Network \(LION\)](#) – Provides loans for ADU development in Jefferson County.

5. Provide information on ADU condominium conversions

- [Bellevue ADU Reform Land Use Code Amendment \(LUCA\)](#) – The city is updating its code to remove barriers for the construction of attached ADUs, including removing the prohibition on condominium conversion.

7. Create a program to encourage legalization of unpermitted ADUs

Code examples

- [Burien Municipal Code Sec. 19.17.070](#) – ADUs without city approval may be legalized if the owner applies for the applicable permits.

- [Enumclaw Municipal Code Sec. 19.34.240](#) – Allows ADUs that existed as of November 1, 2001, to be legally established with an application, inspection, and affidavit. Permit application fees were waived within the first year of the relevant ordinance being in effect.
- [Kirkland Municipal Code Sec. 115.07](#) – An ADU inspection is required for issuance of an ADU permit if it was built without a final building permit.
- [Langley Municipal Code Sec. 18.22.115](#) – An ADU that existed as of January 22, 2019, may be legally established and may continue to be used as an ADU with an application, inspection, and affidavit.
- [Mukilteo Municipal Code Sec. 17.30.040](#) – ADUs built without proper permitting may become legal if the owners submit an application and fulfill parking and owner occupancy requirements, among others.
- [Newcastle Municipal Code Sec. 18.31.050](#) – ADUs may become legal following an application and inspection process.
- [Roslyn Municipal Code Sec. 18.140.030](#) – If an ADU was created without a building permit, the city requires a building inspection to determine if the structure is sound, will not pose a hazard to people or property, and complies with the ADU requirements and building code.

Other resources

- [Casita Coalition: Legalizing an Unpermitted ADU](#) (2022) – Provides guidelines for homeowners to legalize existing ADUs.
- [Seattle: Construction Permit – Establishing Use](#) – This webpage provides that to legalize an existing unit, a [construction permit is needed to establish use](#); additionally, there could be a need to apply for [electrical service changes or new services](#) from Seattle City Light.

Seattle Department of Construction and Inspections

- [Tip 217 - How to Legalize a Use Not Established by Permit](#) (2022) – Includes the rationale for applying for a permit to establish a use and how to document a use for the record.
- [Tip 606 - Illegal Dwelling Units](#) (2022) – Defines illegal dwelling units and the process to legalize or remove them.

8. Provide pre-approved ADU plans

- [Lacey Accessory Dwelling Units](#) – Four pre-approved detached ADU plans are available.
- [Raleigh, NC: ADU Fast Track Gallery](#) – Provides ADU plans at a lower cost than typical design processes.

Appendix D: Other ADU information and resources

Definitions

- [RCW 36.70A.696](#) – Provides statutory definitions.
- [Seattle Office of Planning & Community Development: Encouraging Backyard Cottages](#) – This webpage includes definitions for detached and attached ADUs.
- [Vancouver Municipal Code Ch. 20.810](#) – See Sec. 20.810.020 for ADU definition.

Adopting ordinances

- [Bremerton Ordinance No. 5410](#) (2020) – Amends [section 20.46.010](#), in response to [HB 1923](#) (2020).
- [Bremerton Ordinance No. 5416](#) (2021) – Adopts amendments to the city's ADU regulations, including increasing minimum size, removing parking requirements, removing owner occupancy requirements, and changing design standards.
- [Langley Ordinance No. 1051](#) (2019) – Amends several sections of the Langley Municipal Code, including [section 18.22.155](#), to encourage housing options and increase housing affordability.

- [Seattle Ordinance](#) (2019) – Amends multiple sections of the Seattle Municipal Code to remove barriers for attached and detached ADUs and add a floor area ratio requirement in certain single-family zones.
- [Spokane Ordinance No. C36225](#) (2022)– Amends multiple sections of the Spokane Municipal Code to increase flexibility for ADUs. Changes to the ADU regulations were a Washington State Department of Commerce grant deliverable.
- [Tacoma Ordinance No. 28576](#) (2019) – Amends multiple sections of the Tacoma Municipal Code to allow detached ADUs in single-family zones, simplify regulatory requirements, reduce regulatory barriers, and increase flexibility in building design, size and location.
- See also the pre-ambles to early versions of HB 1337, which provides a number of findings supporting ADU ordinances.

Code reform processes

- [Bellevue ADU Code Reform](#) – The city’s land use code amendment will remove barriers and encourage the construction of attached ADUs.
- [Everett ADU Amendments](#) – Includes project documents for process to simplify ADU regulations.
- Policies in housing and comprehensive plans
- [Burien Comprehensive Plan: Chapter 2 - Plan Policies](#) (2022) – See the housing element (2.4) goals specifically focused on ADUs: Pol. HS 1.3, Pol. HS 1.10 and Pol. HS 1.11.
- [Everett Housing Action Plan](#) (2021) – ADUs are noted as a key strategy to increase housing variety. See section related to ADUs: "Increasing Housing Variety" Recommendation 1.1.
- [Kent Housing Options Plan](#) (2021) – See information related to ADUs in page 71 (Table 5.3) and pages 146-148.
- [Langley Comprehensive Plan](#) (2018) – See land use (LU), housing (H), and utilities and capital facilities (UCF) goals and policies related to ADUs: LU-4.8, H-1.1, H-4.1, H-4.4, and UCF-1.3.
- [Olympia Housing Action Plan](#) (2021) – ADUs are a key implementation strategy for increasing the variety of housing choices (see Chapter 2: Strategy 4).
- [Seattle 2035 Comprehensive Plan \(2020\)](#) – See the policies related to ADUs: Land Use (LU) policy LU 7.5, Greenwood/Phinney Ridge (G/PR) housing policy G/PR-P11, Queen Anne (QA) policy QA-P13, Wallingford (W) housing policy W-P14, and Westwood Highland Park (W/HP) housing policy W/HP-P21.
- [Spokane Comprehensive Plan - Housing Chapter](#) (2017) – See H 1.19 (Senior Housing), H 1.20 (ADUs).

Regional and national reports and websites

- [accessorydwellings.org](#) – A one-stop source about ADUs, multigenerational homes, laneway houses, ADUs, granny flats, and in-law units.
- [American Association of Retired Persons \(AARP\): All About Accessory Dwelling Units](#) – Free publications, and more, about how ADUs expand housing options for people of all ages.
- [American Planning Association \(APA\): Accessory Dwelling Units](#) – Webpage with reports, briefing papers, articles, case studies, videos, and more.
- [A Regional Coalition for Housing \(ARCH\): Accessory Dwelling Unit](#) – A comprehensive, user-friendly website from an affordable housing partnership organization focused on serving East King County.
- [MRSC: Accessory Dwelling Units](#) – Webpage that provides a good summary about ADUs.
- [Puget Sound Regional Council Housing Innovations Program: Accessory Dwelling Units](#) (2020) – Guide that includes an overview of ADUs in the Puget Sound region, along with model policies and regulations.
- [Shelterforce: ADUs - Laws and Uses, Do's and Don'ts](#) – Summary of some key debates pertaining to ADU rentals.
- [University of Toronto: "The Citizen Developer" video \(YouTube\)](#) – Short video discussing the benefits of small-scale housing.

Non owner ADU

george lowe <george.lowe@hotmail.com>

Tue 12/5/2023 11:31 AM

To: Libby Grage <LibbyB@cityofanacortes.org>

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

As a homeowner and resident of Anacortes, I understand the need for more affordable housing in the city of Anacortes. In my former 40 year residence in the city of Kent Washington, I had several neighboring properties rented out and witnessed the deterioration of the neighborhood in areas such as crime and noise pollution. My wish is to keep the requirement for owner occupancy on any property with an ADU. I would suggest planning for and constructing more multi unit housing. Thank you, George Lowe

LEG-2023-05 Amend AMC Section 19.47.030

allen rhoades <allenrhoades@yahoo.com>

Tue 12/5/2023 11:33 AM

To: Libby Grage <LibbyB@cityofanacortes.org>

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

Libby,

I am responding with written comment as a citizen and as a board member of the Stittwood Property Owners Association, to the proposed amendment to

AMC Sec on 19.47.030 Accessory dwelling units that would remove the requirement for owner occupancy on a property with an accessory dwelling unit.

Having experienced a change from the requirement that an owner live on site, I have witnessed the deterioration of the property and general behavior of renters resulting in a neighborhood deterioration, as well.

Allen Rhoades

206-819-3093
4105 Mitchell Dr.
Anacortes, Wa 98221

Owner Occupancy Rule for ADU's

Rod Rothlisberger <rothlisb@gmail.com>

Tue 12/5/2023 10:41 AM

To: Libby Grage <LibbyB@cityofanacortes.org>

Cc: Rod Rothlisberger <rothlisb@gmail.com>

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

Having experienced a change from the requirement that an owner live on site, I've witnessed the deterioration of the property and general behavior of renters resulting in a neighborhood deterioration, as well. Living in Stittwood, I thought I was buying into a community that could control such rule changes.

Rod Rothlisberger
4222 Mitchell Drive
Anacortes, WA 98221

360-982-2261

Proposal AMC 1947

margaret jean shepherd <vbmargaret@gmail.com>

Tue 12/5/2023 9:57 AM

To: Libby Grage <LibbyB@cityofanacortes.org>

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

I object to Proposal AMC 1947. I am a homeowner in Anacortes, Stittwood neighborhood. Our HOA currently regulates ADUs and does not permit them to be leased or rented out unless the property is owner-occupied. I believe a change to non-owner-occupied ADAs could be detrimental to our Stittwood neighborhood. Thank you for registering my objection.

margaret shepherd
4210 Brant Circle
Anacortes WA 98221

--

"Sometimes your only available transportation is a leap of faith." - Margaret J Shepherd

ADU's. Comments for December 13 planning commission

William Turner <bill.h.turner@gmail.com>

Tue 12/5/2023 11:25 AM

To: Libby Grage <LibbyB@cityofanacortes.org>

Cc: John Coleman <johnc@cityofanacortes.org>; Sally Turner <sallycturner@gmail.com>

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

Libby,

As past president of Skagit Habitat for Humanity (SHFH), and past City Council member, I am excited by HB1337 and our adoption of those new rules. ADU's are a great addition to our tools for Anacortes' need for more affordable housing.

I would suggest though that we take some time to adopt, so that the City can educate our citizens of these new rules. I believe you have until 2025 to adopt. I would love to be a part of citizen meetings to flesh out our own city's needs and get comments from citizens. There are important choices to be made. We want to avoid a backlash.

I live in the R-3 zone and see many lots that could take advantage of these new rules, for lots of reasons, including income and the fact that most of R-3 is closer to shopping, schools, exercise, etc. We desperately need more rentals, ways for older folks to increase income, and space for workers to live on island. I fear that soon only the rich can move here, not good planning for a healthy vibrant community.

Of course, the R-2 zone needs more affordability also. We should make it easier to add another living space there too, as they usually have more land to build on. The biggest single issue for SHFH has been land cost. Especially here in Cantaffordus 🤔.

The big question is where in Anacortes is it appropriate for ADU's? Hence citizen input.

I look forward to these discussions and adoption of HB1337. I want a community that has a balance of children, workers, development and jobs, not a Carmel North. Are we going to force lower economic classes to go East or will we find a place here for all?

Bill Turner

Retired builder

Past President SHFH

Past City Council for 8 years

Lover of our inclusive community

Re: Proposal AMC 1947

EJ Waits <earljwaits@gmail.com>

Tue 12/5/2023 10:31 AM

To: margaret jean shepherd <vbmargaret@gmail.com>

Cc: Libby Grage <LibbyB@cityofanacortes.org>

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

I am opposed to the proposal to allow Stittwood properties with ADUs to be completely non-owner occupied. Having an owner onsite helps to ensure that properties are properly maintained and managed.

Earl J. Waits

Some day you will be old enough to start reading fairy tales again.

— C. S. Lewis

On Tue, Dec 5, 2023 at 9:57 AM margaret jean shepherd <vbmargaret@gmail.com> wrote:

I object to Proposal AMC 1947. I am a homeowner in Anacortes, Stittwood neighborhood. Our HOA currently regulates ADUs and does not permit them to be leased or rented out unless the property is owner-occupied. I believe a change to non-owner-occupied ADAs could be detrimental to our Stittwood neighborhood. Thank you for registering my objection.

margaret shepherd
4210 Brant Circle
Anacortes WA 98221

--

"Sometimes your only available transportation is a leap of faith." - Margaret J Shepherd

FW: City Proposal LEG-2023-04

paula.woods@comcast.net <paula.woods@comcast.net>

Tue 12/5/2023 8:50 AM

To: Libby Grage <LibbyB@cityofanacortes.org>

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

We oppose the proposal to remove the requirement for owner occupancy on a property with an accessory dwelling unit. With no owner occupancy to keep units in check, rental units can easily deteriorate the surrounding neighborhood. We want the owner occupancy to remain a requirement.

Thank you,

Paula Woods
Stittwood Property Owners Association Secretary

LEG-2023-04 et al

afa@isomedia.com <afa@isomedia.com>

Wed 12/6/2023 3:33 PM

To: Libby Grage <LibbyB@cityofanacortes.org>

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

Dec. 6, 2023

Members of the Anacortes Planning Commission:

Please consider delaying approval of the above-mentioned proposal and any related proposals now before the commission.

Considering the magnitude of these proposals and the extremely short notice given the public to thoughtfully examine them, I believe the city is best served by transparency, substantial public review and debate, and an explanation as to the haste behind such proposals.

I am puzzled beyond belief that such land use proposals have emerged with little to no public involvement. What's the big rush?

Sincerely,
Duncan Frazier
400 East Park Drive
Anacortes, WA 98221

Owner Occupancy Rule

Linda Macy <lindasm1958@gmail.com>

Wed 12/6/2023 11:17 AM

To: Libby Grage <LibbyB@cityofanacortes.org>

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

I do not wish this change to the protection the neighborhood of Stittwood presently has requiring an owner be a resident of one of the homes. Stittwood has maintained an owner association with provisions to protect property values and quiet environment.

Linda Macy, Stittwood for greater than 20 years, Anacortes resident over 50 years. 360-708-8284
<lindasm1958@gmail.com>

3 proposed code changes

Cynthia Richardson <richrson@cnw.com>

Sun 12/10/2023 10:08 PM

To: Libby Grage <LibbyB@cityofanacortes.org>

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

Planning Commissioners,

Please consider the following comments in your deliberations about the three proposed code changes noted below:

- ***AMC 19.49 Nonconforming uses and structures (LEG-2023-02)***

- I support this change.**

- This would allow a nonconforming use or structure to be renovated or enlarged or replaced if it is a historic structure on the national, state, or local historic register. There are very few such structures, as getting on those registers is a long process and strict criteria must be met. Furthermore, since they are existing structures, this would not represent any significant change to a situation that has already existed for many years. Note that life safety codes must still be met and the nonconformity must not be increased.

- In the years since they were built, the neighborhoods and codes have changed to make these structures nonconforming in various particulars. But that doesn't mean that they are not worth saving. Allowing reasonable deviations from zoning and building codes to enable owners to continue making use of these structures enriches our community by preserving its historic buildings.

- This seems like a reasonable way to preserve some of our history. Unlike other parts of our country and around the world, which have buildings hundreds or even thousands of years old, Anacortes has very few old buildings, and even fewer of them are of historic significance. We should take all reasonable steps to enable and encourage owners to preserve these historic buildings.

- **AMC 19.41.040 Principal uses permitted in residential zones & AMC 19.43.010 Household living (LEG-2023-04)**

I urge postponement of this change until further analysis and citizen involvement can occur.

This change will allow fuller utilization of larger lots in the various residential zones, but will have very little impact in most neighborhoods since the extra units would only be allowed on lots that have the required lot size, parking, open space and other requirements.

In most neighborhoods, there appear to be only a few lots here and there that might meet these criteria. So if a block is already fully developed this would have no effect. But insofar as there are a few such lots, it does add a little variety to the neighborhood and opens up the possibility of adding some badly needed moderate size rental units to the city.

However, before approving such sweeping changes, which affect many neighborhoods in Anacortes, it is important for the City to do more analysis, present to the citizens some maps and statistics to show the range of potential impacts, hold hearings where those facts can be discussed - and then, after thorough consideration, make a decision.

A code change of this magnitude should not be made without thorough analysis and citizen participation.

- **AMC 19.47.030 Accessory dwelling units (LEG-2023-05)**

I support this change.

This change will allow non-resident owners to rent both the main house and the ADU without living in either unit.

Some folks have a stereotype that "renters" are transient and don't take as good care of the property as "owners" do, but many renters stay in the same place for decades and take good care of it, and many run-down places are owner occupied. So that's a false generalization.

Certainly there are renters that are irresponsible - and owners too. But it's the person that is at fault, not the fact that they rent rather than own their home. I own my home now, but if I need to sell it and rent instead, I'm still the same person and will take the same care of my home when I am a tenant.

A person or company that buys or builds a property with a main house and an ADU and rents both units has the same incentive to take good care of the property as the owner of any other type of rental property, from one unit to many units - a well kept property is an investment to provide income.

It is perfectly legal for the owner of a single family home or a duplex to rent it to others without living there. Why should a property with an ADU be treated differently? Consider the case of a Navy family who buys a house, adds an ADU, then is reassigned but wants to keep the property for income and then eventually retire and move back to Anacortes. Or someone dies and the heirs want to rent both units for income but they don't want to live there.

Each time an owner moves and rents the house and/or ADU, it decreases the number of owner-occupied units, but at the same time it increases the number of rental units. The reverse is also true, a house + ADU might both be rented for a while, then later a new owner would move in and it would again become owner-occupied. We need both rental and owner-occupied units in many sizes and price ranges for a healthy community.

Thank you for your consideration,

Cynthia Richardson
315 V Avenue
Anacortes, WA 98221

Comments for December 23, 2023 Planning Commission meeting

William Turner <bill.h.turner@gmail.com>

Sun 12/10/2023 12:34 PM

To: Libby Grage <LibbyB@cityofanacortes.org>; John Coleman <johnc@cityofanacortes.org>

Cc: Sally Turner <sallycturner@gmail.com>

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

Libby,

As you know my thing is affordable (subsidized) housing. I am comfortable with the new state mandated use of ADU's. My only suggestion is to include the public in the impacts of that new RCW.

My main comments concern the possibility of City of Anacortes adoption of new rules on multi family housing. Because Anacortes is less than 25,000 population, we are exempt from adopting new rules concerning multi family. But perhaps we should adopt rules that fit for us?

My concern is that we just assume that smaller living spaces are affordable. Once on the market these multi family units will just rise in cost, thereby making them affordable only for the few. Having more units per acre is helpful to the middle class, but in Anacortes, the prices rise with market quickly enough that the lower middle class is cut out. My real question is "how do we serve the people that take care of us, the workers, with housing?

What if City of Anacortes were to formulate incentives fees (impact fees) that are required of owners who take advantage of rules to build multi family on their residential zoned property that goes to fund "affordable housing, built on City property?" I suggest \$10,000-\$20,000 per unit. I see city land at Sharpes Corner being a good start. The federal income rule would apply, and we could get community involved. A bus stop there could be installed.

The secret to this approach is that the City can lease land for 99 years and keep homes off the market, thereby keeping an inventory of affordable homes. The Skagit Home Trust uses this method successfully. Keep in mind that the State mandates cities to work toward such a method. The city gets income from the lease and controls the future sustainability for that property for affordable housing.

Our community will be much better off by promoting housing for the working poor.

Cantaffordus can actually afford to do this👍

Bill Turner

Past President Skagit Housing for Humanity

Past City Council member

Past Home Builder and Developer

Sent from my iPad

From: Ian Munce <ianmunce@gmail.com>
Sent: Thursday, January 18, 2024 1:04 PM
To: CityClerk
Subject: 1/22/2024 City Council Agenda Item 6b (Draft Ordinance #4071)-Munce Comments

Good day,

I am unable to determine if the issue that I raised below has been addressed, otherwise proposed Ordinance 4071 would in my opinion not only be irresponsible but constitute an 'improper gift of public funds'.

Thank you for this opportunity to comment.

Ian Munce
1711 Quail Drive
Anacortes

-----Original Message-----

From: Ian Munce <ianmunce@gmail.com>
Sent: Thursday, December 14, 2023 10:24 AM
To: Steve Hoglund <steveh@cityofanacortes.org>
Cc: Darcy Swetnam <darcys@cityofanacortes.org>; John Coleman <johnc@cityofanacortes.org>
Subject: ADUs

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

Good day, Steve

At last night's Planning Commission meeting, the Commission and staff agreed to recommend to the City Council that to have an ADU the owner of the principal residence did not need to live in the primary residence. Fair enough. However, they did not address my issue that a waiver of gfc and impact fees for a "father-in-law" apartment constitutes a valid public purpose but a waiver of these fees for an Airbnb does not.

This is not an issue that I believe can responsibly be ignored.

Best

Ian

Determination of Non-Significance for Proposed Code Amendments

DESCRIPTION OF PROPOSAL: The City of Anacortes is considering code amendments to the below-described chapters of the Anacortes Municipal code (AMC) as follows:

- **LEG-2023-02** – Amend Anacortes Municipal Code (AMC) Ch. 19.49 *Nonconforming uses and structures* to add reconstruction and addition provisions for nonconforming historic buildings
- **LEG-2023-04** – Amend AMC Section 19.41.040 *Principal uses permitted in residential zones* and AMC 19.43.010 *Household living* to:
 - Change duplexes from a conditional use to a permitted outright use in the R2 zone
 - Change triplexes, townhouses (up to 4 units) and multi-family (up to 4 units), from conditional uses to permitted outright uses in the R3 zone
- **LEG-2023-05** – Amend AMC Section 19.47.030 *Accessory dwelling units* to remove the requirement for owner occupancy on a property with an accessory dwelling unit

LOCATION: These are non-project actions that would apply city-wide.

PROPONENT & LEAD AGENCY: City of Anacortes, Planning, Community and Economic Development (PCED) Department.

CONTACT PERSON: Libby Grage, Planning Manager; libbyb@cityofanacortes.org; 360-299-1986; PO Box 547, Anacortes, WA 98221

The lead agency for this proposal has determined that the proposed amendments will not have a probable adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

ENVIRONMENTAL DETERMINATION COMMENTS: This DNS is issued under WAC [197-11-340\(2\)](#); the lead agency will not act on this proposal for 14 days from the date below. Comments on the environmental determination must be received in writing on or before 5:00 PM **December 6, 2023** (14 days from the date of issuance). Comments received within the 14 days will be reviewed and considered by the PCED Department.

Responsible Official: John Coleman, AICP
Position and Title: Director of Planning, Community & Economic Development
Phone/Email: 360-299-1942; johnc@cityofanacortes.org
Address: P.O. Box 547, Anacortes, WA 98221

Date: 11-22-23

Signature _____



ENVIRONMENTAL DETERMINATION APPEAL PROCESS: You may appeal this determination to the Hearing Examiner. Appeals must be on forms provided by the Department and delivered, along with the appeal fee, to the City Clerk no later than 5:00 PM **December 6, 2023**. You should be prepared to make specific factual objections. Contact the PCED Department to read or ask about the procedures for SEPA appeals (AMC 19.20.180).

ISSUED AND PUBLISHED: November 22, 2023

SENT TO: SEPA Register, Corps of Engineers, DAHP, WDFW, WA Health, DNR, WSDOT, DOE, NW Clean Air, Skagit Transit, Skagit County PDS, County Assessor, Port of Anacortes, Anacortes School District, Skagit Coop, Swinomish and Samish Tribes, PSE, Frontier, CNG and Comcast

SEPA¹ Environmental Checklist

Purpose of checklist

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization, or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. **You may use “not applicable” or “does not apply” only when you can explain why it does not apply and not when the answer is unknown.** You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to **all parts of your proposal**, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for lead agencies

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B, plus the Supplemental Sheet for Nonproject Actions (Part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in “Part B: Environmental Elements” that do not contribute meaningfully to the analysis of the proposal.

¹ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/Checklist-guidance>

A. Background

[Find help answering background questions](https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-A-Background)²

1. Name of proposed project, if applicable:

Proposed code amendments

2. Name of applicant:

City of Anacortes Planning, Community & Economic Development Department

3. Address and phone number of applicant and contact person:

Libby Grage, Planning Manager, 360-299-1986; libbyb@cityofanacortes.org; P.O. Box 547;
Anacortes, WA 98221

4. Date checklist prepared:

November 16, 2023

5. Agency requesting checklist:

City of Anacortes Planning, Community & Economic Development Department

6. Proposed timing of schedule (including phasing, if applicable):

Planning Commission review, public hearing, and recommendation – November/December 2023

City Council review and adoption – January/February 2024

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

No

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

None

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

This is a non-project action affecting multiple parcels in the City of Anacortes.

10. List any government approvals or permits that will be needed for your proposal, if known.

The City of Anacortes City Council would need to approve the proposed amendments and adopt them by ordinance.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on

² <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-A-Background>

this page. (Lead agencies may modify this form to include additional specific information on project description.)

The proposal is to amend the Anacortes Municipal Code as follows:

- **LEG-2023-02** – Amend Anacortes Municipal Code (AMC) Ch. 19.49 *Nonconforming uses and structures* to add reconstruction and addition provisions for nonconforming historic buildings
- **LEG-2023-04** – Amend AMC Section 19.41.040 *Principal uses permitted in residential zones* and AMC 19.43.010 *Household living* to:
 - Change duplexes from a conditional use to a permitted outright use in the R2 zone
 - Change triplexes, townhouses (up to 4 units) and multi-family (up to 4 units), from conditional uses to permitted outright uses in the R3 zone
- **LEG-2023-05** – Amend AMC Section 19.47.030 *Accessory dwelling units* to remove the requirement for owner occupancy on a property with an accessory dwelling unit

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The proposed updates would be effective city-wide.

B.Environmental Elements

1. Earth

[Find help answering earth questions³](https://ecology.wa.gov/regulations-permits/sepa/environmental-review/sepa-guidance/sepa-checklist-guidance/sepa-checklist-section-b-environmental-elements/environmental-elements-earth)

a. General description of the site:

The City of Anacortes includes a variety of terrain, including flat, rolling, hilly, and steep slopes.

Circle or highlight one: Flat, rolling, hilly, steep slopes, mountainous, other:

b. What is the steepest slope on the site (approximate percent slope)?

Anacortes includes a variety of slopes throughout the city, including certain areas with up to 100% slope. The steepest slopes are primarily located along the marine shoreline and Mount Erie.

³ <https://ecology.wa.gov/regulations-permits/sepa/environmental-review/sepa-guidance/sepa-checklist-guidance/sepa-checklist-section-b-environmental-elements/environmental-elements-earth>

- c. **What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them, and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.**

Soils within the city Bellingham silt loam, Bow gravelly loam, Bow-Urban land complex, Catla gravelly fine sandy loam, Clallam gravelly loam, Coveland gravelly loam, Coveland-Bow complex, Dystric Xerochrepts, Fidalgo-Lithic Xerochrepts Rock outcrop complex, Guemes very stony loam, Guemes very gravelly loam, sandy substratum, Hydraquents, tidal, Keystone loamy sand, Laconner very gravelly loamy sand, Lithic Haploxerolls – Rock outcrop complex, Mukilteo muck, Norma silt loam, Pits, Swinomish gravelly loam, Swinomish-Fidalgo Rock outcrop complex, Tacoma silt, Tacoma silt loam, Terric Medisaprists, Whistle-Fidalgo-Rock outcrop complex, and Xerorthents.

There are no known agricultural lands of long-term commercial significance.

Because this proposal is non-project in nature, it will not result in any soil removal.

- d. **Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.**

Geologically hazardous areas within the City include steep slopes, landslide and erosion hazards, and seismic hazards (liquefaction prone areas). These hazard areas are concentrated along the northern portion of Anacortes near Guemes Channel and Burrows Bay near Washington Park. Liquefaction prone areas are located in areas of modified shorelines near Skyline and the eastern part of the city along Fidalgo Bay.

- e. **Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.**

This non-project proposal directly result in any filling, excavation, or grading.

- f. **Could erosion occur because of clearing, construction, or use? If so, generally describe.**

Because this proposal is non-project in nature, it will not directly result in any erosion.

- g. **About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?**

This non-project proposal will not directly result in the addition of any impervious surface.

- h. **Proposed measures to reduce or control erosion, or other impacts to the earth, if any.**

This non-project proposal will not directly result in any erosion or other impacts to the earth.

2. Air

[Find help answering air questions](#)⁴

- a. **What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.**

This non-project proposal will not directly result in any emissions to the air.

- b. **Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.**

This non-project proposal will not be affected by emissions or odor.

- c. **Proposed measures to reduce or control emissions or other impacts to air, if any:**

None.

3. Water

[Find help answering water questions](#)⁵

- a. **Surface:**

[Find help answering surface water questions](#)⁶

1. **Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.**

Anacortes is surrounded on three sides by marine shorelines including Guemes Channel, Burrows Bay, Fidalgo Bay, and a portion of Padilla Bay, with lakes including Little Cranberry, Heart, Whistle, and a portion of Lake Erie.

There are multiple streams located within city limits including Whistle Creek, Happy Valley Stream, Ace of Hearts Creek, Beaver Brook, Cranberry Creek, Clyde Creek, Anaco Bourn, Morrison Run, Cedar Springs, Weaverling Rill, Miller Creek, Aqua Creek, Howard Creek, Summit Creek, and March's Run.

2. **Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.**

No, this is a non-project action.

⁴ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-Air>

⁵ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-3-Water>

⁶ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-3-Water/Environmental-elements-Surface-water>

3. **Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.**

This non-project proposal will not involve any fill or dredging of surface waters or wetlands.

- a. **Will the proposal require surface water withdrawals or diversions? Give a general description, purpose, and approximate quantities if known.**

This non-project proposal will not require surface water withdrawals or diversions.

4. **Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.**

Parts of Anacortes are located within the 100-year floodplain as mapped by the Federal Emergency Management Agency (FEMA) flood insurance rate maps (FIRMs)

5. **Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.**

This non-project proposal will not involve any discharges of waste materials to surface waters.

b. Ground:

[Find help answering ground water questions⁷](#)

1. **Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give a general description, purpose, and approximate quantities if known.**

This non-project proposal will not involve withdrawal of groundwater from a well for drinking water or any other purpose, nor will it involve discharges to groundwater.

2. **Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (domestic sewage; industrial, containing the following chemicals...; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.**

This non-project proposal will not involve discharge of waste into the ground.

c. Water Runoff (including stormwater):

1. **Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.**

This non-project proposal will not generate stormwater.

⁷ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-3-Water/Environmental-elements-Groundwater>

2. Could waste materials enter ground or surface waters? If so, generally describe.

This non-project proposal will not involve waste materials entering the ground or surface waters.

3. Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

This non-project proposal will not affect drainage patterns.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

None.

4. Plants

[Find help answering plants questions](#)

a. Check the types of vegetation found on the site:

☒ **deciduous tree: alder, maple, aspen, other**

☒ **evergreen tree: fir, cedar, pine, other**

☒ **shrubs**

☒ **grass**

☒ **pasture**

☐ **crop or grain**

☒ **orchards, vineyards, or other permanent crops.**

☒ **wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other**

☒ **water plants: water lily, eelgrass, milfoil, other**

☒ **other types of vegetation**

b. What kind and amount of vegetation will be removed or altered?

This non-project proposal will not result in vegetation removal or alteration.

c. List threatened and endangered species known to be on or near the site.

Various species of rare plants, listed by the Washington Natural Heritage Program, may occur within the city.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any.

None.

e. List all noxious weeds and invasive species known to be on or near the site.

Various species of noxious weeds and invasive species are known to occur throughout Anacortes.

5. Animals

[Find help answering animal questions](#)⁸

- a. **List any birds and other animals that have been observed on or near the site or are known to be on or near the site.**

Examples include:

- **Birds:** hawk, heron, eagle, songbirds, other:
- **Mammals:** deer, bear, elk, beaver, other:
- **Fish:** bass, salmon, trout, herring, shellfish, other:

Many species of birds, mammals, and fish are known to occur throughout Anacortes.

- b. **List any threatened and endangered species known to be on or near the site.**

Bull trout, Puget Sound Chinook, Puget Sound Steelhead, Southern Resident Killer Whale, Yelloweye Rockfish, Bocaccio Rockfish and Marbled Murrelet are known to occur along the marine shoreline of Anacortes.

- c. **Is the site part of a migration route? If so, explain.**

Anacortes is within located within the Pacific Flyway migration route utilized by waterfowl migrating north into Alaska and northern Canada.

- d. **Proposed measures to preserve or enhance wildlife, if any.**

None.

- e. **List any invasive animal species known to be on or near the site.**

None known.

6. Energy and natural resources

[Find help answering energy and natural resource questions](#)⁹

- a. **What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.**

This non-project proposal will not result in any energy use.

- b. **Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.**

This non-project proposal will not affect the potential use of solar energy by adjacent properties.

⁸ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-5-Animals>

⁹ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-6-Energy-natural-resou>

- c. **What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any.**

None.

7. Environmental health

[Health Find help with answering environmental health questions](https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-7-Environmental-health)¹⁰

- a. **Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur because of this proposal? If so, describe.**

This non-project proposal will not result in any environmental health hazards.

1. **Describe any known or possible contamination at the site from present or past uses.**

Anacortes has various sites that have known or possible contamination from present or past uses.

2. **Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.**

This non-project proposal is not expected to be affected by hazardous chemicals/conditions.

3. **Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.**

This non-project proposal will not result in storage, use or production of hazardous chemicals.

4. **Describe special emergency services that might be required.**

This non-project proposal will not result in the need for any special emergency services.

5. **Proposed measures to reduce or control environmental health hazards, if any.**

None.

b. Noise

1. **What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?**

This non-project proposal will not be affected by noise in the area.

¹⁰ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-7-Environmental-health>

- 2. What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site)?**

This non-project proposal would not create any noise.

- 3. Proposed measures to reduce or control noise impacts, if any:**

None.

8. Land and shoreline use

[Find help answering land and shoreline use questions](#)¹¹

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.**

Land uses throughout the city include residential, recreational, industrial, multi-family, public and institutional uses, and vacant land. Because the proposal is non-project in nature, it will not affect current land uses on properties in the city.

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses because of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?**

There are no known working farmlands or working forest lands within the Anacortes city limits.

- 1. Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how?**

No.

- c. Describe any structures on the site.**

There are a variety of structures located throughout city limits.

- d. Will any structures be demolished? If so, what?**

This non-project proposal will not result in the demolition of any structures.

- e. What is the current zoning classification of the site?**

Anacortes includes a variety of zoning designations.

- f. What is the current comprehensive plan designation of the site?**

Anacortes includes a variety of comprehensive plan designations.

- g. If applicable, what is the current shoreline master program designation of the site?**

¹¹ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-8-Land-shoreline-use>

Anacortes includes a variety of shoreline master program designations along its marine shoreline and freshwater lakes.

- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.**

A variety of classified critical areas are known to be located within the city, including wetlands, fish and wildlife habitat conservation areas, geologically hazardous areas, critical aquifer recharge areas, and frequently flooded areas.

- i. Approximately how many people would reside or work in the completed project?**

Because this is a non-project proposal, this question is not applicable.

- j. Approximately how many people would the completed project displace?**

Because this proposal is non-project in nature, zero people would be displaced as part of the project.

- k. Proposed measures to avoid or reduce displacement impacts, if any.**

None.

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any.**

This non-project proposal is not anticipated to result in any incompatibility issues.

- m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:**

None.

9. Housing

[Find help answering housing questions](#)¹²

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.**

Because this is a non-project proposal, no new housing units would be provided.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.**

Because this is a non-project proposal, no housing units would be eliminated.

- c. Proposed measures to reduce or control housing impacts, if any:**

None.

¹² <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-9-Housing>

10. Aesthetics

[Find help answering aesthetics questions](#)¹³

- a. **What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?**

This non-project proposal will not directly result in any structures being built.

- b. **What views in the immediate vicinity would be altered or obstructed?**

None – this is a non-project proposal.

- c. **Proposed measures to reduce or control aesthetic impacts, if any:**

None.

11. Light and glare

[Find help answering light and glare questions](#)¹⁴

- b. **What type of light or glare will the proposal produce? What time of day would it mainly occur?**

This non-project proposal would not produce any light or glare.

- c. **Could light or glare from the finished project be a safety hazard or interfere with views?**

No.

- d. **What existing off-site sources of light or glare may affect your proposal?**

None.

- e. **Proposed measures to reduce or control light and glare impacts, if any:**

None.

12. Recreation

[Find help answering recreation questions](#)

- a. **What designated and informal recreational opportunities are in the immediate vicinity?**

Anacortes contains many designated and informal recreational opportunities, including city parks, the Anacortes Community Forest Lands, beaches, trails, boating, and more.

- b. **Would the proposed project displace any existing recreational uses? If so, describe.**

No.

- c. **Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:**

¹³ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-10-Aesthetics>

¹⁴ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-11-Light-glare>

None.

13. Historic and cultural preservation

[Find help answering historic and cultural preservation questions](#)¹⁵

- a. **Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.**

There are many buildings in Anacortes that are over 45 years old. Some of them are eligible for listing, or are listed, in national, state, or local preservation registers.

- b. **Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.**

There are landmarks, features, or other evidence of Indian or historic use or occupation in various locations throughout Anacortes.

- c. **Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.**

Staff referred to the department of archaeology and historic preservation and the Anacortes register of historic places, but because the proposal is non-project in nature, it will not have a direct impact on any cultural or historic resources.

- d. **Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.**

None.

14. Transportation

[Find help with answering transportation questions](#)¹⁶

- a. **Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.**

There are a variety of public streets and highways in Anacortes.

- b. **Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?**

Skagit Transit provides public transit service throughout Anacortes.

¹⁵ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-13-Historic-cultural-p>

¹⁶ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-14-Transportation>

- c. **Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle, or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).**

Because this proposal is non-project in nature, it will not require any new or improvements to existing roads, streets, pedestrian, bicycle, or state transportation facilities.

- d. **Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.**

This non-project proposal will not use water, rail or air transportation.

- e. **How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?**

This non-project proposal will not generate any vehicular trips.

- f. **Will the proposal interfere with, affect, or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.**

This non-project proposal will not affect or be affected by movement of agricultural and forest products on roads or streets.

- g. **Proposed measures to reduce or control transportation impacts, if any:**

None.

15. Public services

[Find help answering public service questions¹⁷](#)

- a. **Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.**

This non-project proposal will not result in an increased need for public services.

- b. **Proposed measures to reduce or control direct impacts on public services, if any.**

None.

16. Utilities

[Find help answering utilities questions¹⁸](#)

- a. **Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other:**

All of the above utilities are available within the Anacortes city limits.

¹⁷ <https://ecology.wa.gov/regulations-permits/sepa/environmental-review/sepa-guidance/sepa-checklist-guidance/sepa-checklist-section-b-environmental-elements/environmental-elements-15-public-services>

¹⁸ <https://ecology.wa.gov/regulations-permits/sepa/environmental-review/sepa-guidance/sepa-checklist-guidance/sepa-checklist-section-b-environmental-elements/environmental-elements-16-utilities>

- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

This non-project proposal will not result in the need for any utility services.

C. Signature

[Find help about who should sign](#)¹⁹

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.



Type name of signee: Libby Grage

Position and agency/organization: Planning Manager, PCED Department, City of Anacortes

Date submitted: November 20, 2023

D. Supplemental sheet for nonproject actions

[Find help for the nonproject actions worksheet](#)²⁰

Do not use this section for project actions.

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

The proposed amendments are not anticipated to result in an increase in discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise as compared to existing land use plans.

- Proposed measures to avoid or reduce such increases are:

None.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

¹⁹ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-C-Signature>

²⁰ <https://ecology.wa.gov/regulations-permits/sepa/environmental-review/sepa-guidance/sepa-checklist-guidance/sepa-checklist-section-d-non-project-actions>

The proposed amendments are not likely to affect plants, animals, fish, or marine life.

- **Proposed measures to protect or conserve plants, animals, fish, or marine life are:**
None.

3. How would the proposal be likely to deplete energy or natural resources?

The proposed amendments are not likely to deplete energy or natural resources.

- **Proposed measures to protect or conserve energy and natural resources are:**
None.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

The proposed amendments are not likely to affect environmentally sensitive areas or areas designated for governmental protection.

- **Proposed measures to protect such resources or to avoid or reduce impacts are:**
None.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The proposed amendments are not likely to affect land and shoreline use

- **Proposed measures to avoid or reduce shoreline and land use impacts are:**
None.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The proposed amendments are not likely to increase demands on transportation or public services and utilities.

- **Proposed measures to reduce or respond to such demand(s) are:**
None.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

- The proposed amendments are not anticipated to conflict with local, state, or federal laws, or requirements for protection of the environment.
 - Amendments to AMC Section 19.47.030 *Accessory dwelling units* to remove the requirement for owner occupancy on a property with an accessory dwelling unit will partially implement HB 1337 involving new state requirements for ADUs, which include prohibiting local jurisdictions from requiring owner-occupancy.

- Amendments changing the review process for duplexes and triplexes in certain zones from a conditional use permit review process to permitted outright is consistent with local plans and state housing guidance to reduce barriers to building middle housing types.
- Amendments to allow for reconstruction of nonconforming structures that are on a local, state or federal historic register are in line with city and state historic preservation goals.



Notice of Availability

Including written comment period, public hearing date, and environmental determination

Publish Date:	November 22, 2023
Proposal Name:	City of Anacortes proposed amendments to Anacortes Municipal Code (AMC) Chapter 19.49 <i>Nonconforming uses and structures</i> , AMC 19.41.040 <i>Principal uses permitted in residential zones</i> , AMC 19.43.010 <i>Household living</i> , and AMC 19.47.030 <i>Accessory dwelling units</i>
Documents Available At:	https://www.anacorteswa.gov/1547/Legislative-Planning-Updates
Lead Agency:	City of Anacortes, Planning, Community & Economic Development Department
SEPA Responsible Official:	John Coleman, AICP, Director
Written Comment Deadline:	Wednesday, December 6, 2023
Public Hearing Date:	Wednesday, December 13, 2023 at 6:00 PM
Public Hearing Body:	Anacortes Planning Commission City Hall Council Chambers 904 6 th Street, Anacortes, WA 98221
Contact Person:	Libby Grage, Planning Manager libbyb@cityofanacortes.org ; 360-299-1986

Proposal File Number(s) & Description(s):

- **LEG-2023-02** – Amend Anacortes Municipal Code (AMC) Ch. 19.49 *Nonconforming uses and structures* to add reconstruction and addition provisions for nonconforming historic buildings
- **LEG-2023-04** – Amend AMC Section 19.41.040 *Principal uses permitted in residential zones* and AMC 19.43.010 *Household living* to:
 - Change duplexes from a conditional use to a permitted outright use in the R2 zone
 - Change triplexes, townhouses (up to 4 units) and multi-family (up to 4 units), from conditional uses to permitted outright uses in the R3 zone
- **LEG-2023-05** – Amend AMC Section 19.47.030 *Accessory dwelling units* to remove the requirement for owner occupancy on a property with an accessory dwelling unit

SEPA Threshold Determination

The City of Anacortes has determined that this proposal does not have a probable significant adverse impact on the environment. An environmental impact statement is not required under the State Environmental Policy Act, RCW 43.21C.030(2)(c). This determination was made after review of a completed environmental checklist and other information on file with the lead agency and is available upon request.

The threshold determination is issued under a separate cover, available on the website and the address above. The City of Anacortes will not act on this proposal during the comment period. Written comments regarding the Determination of Nonsignificance must be submitted by the deadline above and in the same manner as other comments. Appeals of this environmental determination may be made per the procedures outlined in AMC Ch. 18.04 and Ch. 19.20 by December 6, 2023, at 5:00 PM. Additional information regarding the appeal process may be obtained from the City of Anacortes PCED Department, 360-299-1984.

How to Comment

Comments are accepted via email, paper, or verbally.

Email comments are preferred and must be sent to libbyb@cityofanacortes.org.

Paper comments may be mailed or delivered to:

City of Anacortes
Planning, Community & Economic Development Department
ATTN: Libby Grage
P.O. Box 547 / 904 6th St.
Anacortes, WA 98221

Verbal comments may be made at the Public Hearing. The public hearing will be held as hybrid meeting, with virtual and in-person attendance options. Virtual meeting access and participation information can be found here:

<https://www.anacorteswa.gov/700/Meeting-Documents-and-Video>



City Council Agenda Bill

Meeting Date: January 22, **Agenda Item:** 6.c.
2024

Agenda Item Title: Ordinance 4072: Consideration of Planning Commission's Recommendation: LEG-2023-02 - Amend AMC 19.49 *Nonconforming uses and structures* to provide for alterations and additions to nonconforming buildings.

Staff Contact(s): LIBBY GRAGE

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
LIBBY GRAGE	Discussion
John Coleman	

Item Summary: The proposed amendment would add regulations providing for the alteration, addition, repair and restoration of nonconforming historic buildings and structures.

After a work session on [November 8, 2023](#) and a public hearing on [December 13, 2023](#), the Planning Commission recommended approval of the proposed amendment.

Pursuant to [AMC 19.16.090](#), upon receipt of the Planning Commission's recommendation, the City Council must consider and take action on the recommendation. The options for Council action are outlined in [AMC 19.16.090](#)(B)-(D).

Budget Impact:
N/A

Previous Action: N/A

Recommended Motion: I move to adopt Ordinance 4072, amending AMC 19.49 Nonconforming uses and structures to provide for the alteration, addition, repair and restoration of nonconforming historic buildings and structures, as presented.

Alternative Actions:

- Adopt Ordinance 4072 with changes. No further process is required if the changes are consistent with AMC 19.16.090(B).

- Make changes to Ordinance 4072 that are outside the scope of AMC 19.16.090(B) and allow an additional public comment opportunity prior to final action.
- Do not adopt Ordinance 4072.

Attachments (listed in order presented):

1. DRAFT Ordinance 4072
2. PC Recorded Motion
3. Staff Report
4. Environmental Checklist
5. DNS-Signed
6. DAHP comments - 20231208-DAHP
7. Public Comment - 20231210-Richardson
8. Notice of Availability

Ordinance No. 4072

An Ordinance Amending the Regulations Contained in Anacortes Municipal Code Section 19.49.040 *Enlargement, Alteration, Reconstruction of Nonconforming Buildings and Structures to Address Historic Buildings.*

Whereas, on July 18, 2016, the City Council adopted Ordinance 2982 adopting a new Comprehensive Plan pursuant to the City's periodic Growth Management Act Comprehensive Plan amendment and update process; and

Whereas, the Anacortes Comprehensive Plan provides guidance for amending the Anacortes Municipal Code (AMC) development regulations and official zoning map to implement its land use, housing, economic development, transportation, environment and conservation, and other goals and policies; and

Whereas, the Anacortes Comprehensive Plan encourages zoning regulations that balance the need to accommodate anticipated growth while preserving the City's historic resources and character, including providing for site design flexibility for preservation and/or reuse of historic structures; and

Whereas, the proposed amendment to AMC Chapter 19.49 is in the best interest of the City of Anacortes residents; and

Whereas, the proposed amendment to the AMC 19.49 set forth herein has been processed, reviewed, considered, and adopted in material compliance with all applicable state and local procedural requirements, standards and requirements, standards, and criteria, including but not limited to the requirements of Chapter 36.70A RCW.

Whereas, a public comment opportunity was provided for the proposed change to AMC Section 19.49.040 at the December 13, 2023 Planning Commission meeting, after which the Planning Commission voted to recommend approval of the amendments; and

Whereas, the City Council considered the Planning Commission recommendation at a meeting on _____, 2024.

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

Section 1. Findings. The above recitals are hereby adopted by reference as legislative findings in support of this ordinance.

Section 2. Development Regulation Amendments Adopted. The Anacortes Municipal Code at AMC Section 19.49.040 is hereby amended to read as shown in **Attachment A.**

Section 3. Transmittal to State. Pursuant to RCW 36.70A.106, a copy of this ordinance shall be submitted to the State Department of Commerce.

Section 4. Severability. If any section, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 5. Effective Date. Consistent with RCW 35A.12.130, this ordinance takes effect 5 days after publication.

Section 6. PASSED and APPROVED this ____ day of _____, 2024.

CITY OF ANACORTES:

Matt Miller, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy James Swetnam, City Attorney

AMC Section 19.49.040 is hereby amended to read:

19.49.040 Enlargement, alteration, reconstruction of nonconforming buildings and structures.

A. Routine maintenance, cosmetic changes (such as new siding, windows, or roofing), changes to improve energy efficiency, changes to a structure to address unsafe conditions, or upgrading inadequate utilities must not be considered alterations.

B. When a nonconforming building or structure is damaged by fire, natural disaster, or other calamity, and structural repairs are needed to maintain a building or structure in a safe structural condition, the building or structure may be restored or replaced, provided:

1. A complete application for reconstruction or replacement is submitted within one year of the damage; and
2. That the restoration or replacement must be made to conform to the regulations of the zone in which the building or structure is located, or if such regulations cannot physically be met without reducing the size of the building, the restoration may not extend any nonconformity that existed prior to the damage.

C. Additions to nonconforming structures that meet all applicable zoning dimensional standards will not be considered an enlargement under this section.

D. Historic Buildings and Structures. Nothing in this Chapter prevents the alteration, addition to, repair, restoration or reconstruction of a building or structure which is either listed on the National Register of Historic Places, the Washington State Register of Historic Places, the Washington State Cultural Resource Inventory, or the Anacortes Register of Historic Places.

1. The alteration, addition, repair, restoration, and reconstruction of all such historic buildings and structures must comply with the life safety provisions of the State Building Codes, as adopted in AMC 19.14.

2. Additions or alteration that does not increase the nonconformity or disrupt the eligibility of a building or structure for listing on historic lists or registers may be permitted.

3. Definitions.

a. "Addition" means an extension or increase in floor area, number of stories, or height of a building or structure.

b. "Alteration" means any construction or renovation to an existing structure.

c. "Restoration" means restoring an existing building to an appearance or previous use it one had that may be currently deemed as nonconforming.

d. "Reconstruction" means rebuilding an existing building or structure with as nearly the same visual design appearance and materials as is consistent with full compliance with the State Building Codes adopted by AMC 19.14, and consistent with any historic preservation provisions adopted by the city.



**Anacortes Planning Commission
Recorded Motion Regarding Amendments to AMC 19.49 Nonconforming Uses
and Structures Related to Historic Buildings**

Proposal name:	Amend Anacortes Municipal Code Chapter 19.49 Nonconforming uses and structures
File Number:	LEG-2023-02
Documents available at:	https://www.anacorteswa.gov/1547/Legislative-Planning-Updates
Public hearing body:	Anacortes Planning Commission
Public hearing date:	December 13, 2023
PC deliberations & recommendation:	December 13, 2023

After considering the written and spoken comments and considering the record before it, the Planning Commission enters the following findings of fact, reasons for action, and recommendations to the Anacortes City Council.

Findings of Fact and Reasons for Action

1. The City of Anacortes SEPA Responsible Official issued a Determination of Nonsignificance (DNS) on November 22, 2023.
2. The City notified the State of Washington of its intent to adopt amendments to its development regulations on October 12, 2023. The 60-day notice period ended on December 11, 2023.
3. Public notice of the proposal and the public hearing was provided consistent with AMC 19.16.070, including publication on the Planning, Community & Economic Development Department webpage, email notice to the department's email list, and paid notice in the city's official newspaper.
4. The Planning Commission held a public hearing to take oral and/or written comments on the proposed amendments on December 13, 2023.
5. The Planning Commission deliberated and considered all relevant matters including public hearing testimony and written comments, staff recommendations and analysis, legal advice, and consistency with the Anacortes Comprehensive Plan.
6. Based upon a review of the public testimony, the staff recommendations and analysis, and legal advice, the Planning Commission finds the proposed amendments consistent with the Anacortes Comprehensive Plan and the City of Anacortes' local regulations and policies.

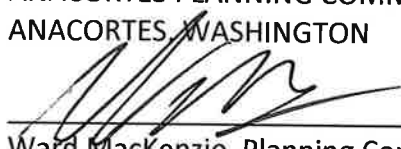
Recommendation

The Planning Commission recommends that the City Council **adopt** the proposed amendment to AMC 19.49 related to nonconforming historic buildings as presented in Attachment A.

This recorded motion approved December 13, 2023.

Commission Vote	Support	Oppose	Absent	Abstain
Ward MacKenzie, Chair	X			
Jeffrey Graf	X			
Paul Ryan	X			
Frank Jeretzky	X			
Linda Martin	X			
James Stoneman	X			
William McCombs	X			
Total	7	0	0	0

ANACORTES PLANNING COMMISSION
ANACORTES, WASHINGTON



Ward MacKenzie, Planning Commission Chair

12/22/2023
Date

LEG-2023-02: Amendments to AMC 19.49 *Nonconforming Uses and Structures*

12/12/23 Draft

Proposed changes are shown below in ~~Strikeout~~/Underline track changes format.

Chapter 19.49

NONCONFORMING USES AND STRUCTURES

19.49.010 Purpose.

The purpose of this chapter is:

- A. To permit nonconforming uses or structures to continue until they are removed, but not to encourage their survival, except as expressly provided in this chapter; and
- B. That nonconforming uses or structures may not be used as grounds for adding other structures or uses prohibited elsewhere in the same zone; and
- C. That nonconforming uses or structures not be allowed to expand, be altered, or be reconstructed except as otherwise outlined in this chapter. (Ord. 3040 § 2 (Att. A), 2019; Ord. 2992 § 1 (Att. A), 2016)

19.49.020 General rule.

- A. Any lot, building, structure, or use of land, legally permitted or established, must be permitted to continue consistent with this chapter. A change in occupancy or ownership does not affect the right to continue such use, building, or structure.
- B. Any use for which a conditional use permit has been obtained is not a nonconforming use so long as the requirements of the conditional use permit are met. (Ord. 3040 § 2 (Att. A), 2019; Ord. 2992 § 1 (Att. A), 2016)

19.49.030 Enlargement, alteration, expansion or change of nonconforming uses.

A. *Nonconforming Uses.*

1. A building containing a nonconforming use may be maintained, repaired, or brought up to more current structural and safety standards.
2. No nonconforming use may be permitted to be enlarged, altered, or expanded. This includes structural alterations not required by law and any enlargement that changes parking requirements.

Exception: A nonconforming use may be extended throughout any part of the building which was designed for the use prior to the adoption date of this chapter.

B. No nonconforming use may be allowed to be reestablished after abandonment. Thereafter, the use of the building, structure or site must be in conformity with the regulations for the zone in which it is located.

C. A nonconforming use may not hereafter be changed to any other nonconforming use, regardless of the conforming or nonconforming status of the building in which it is housed.

(Ord. 3040 § 2 (Att. A), 2019; Ord. 2992 § 1 (Att. A), 2016)

19.49.040 Enlargement, alteration, reconstruction of nonconforming buildings and structures.

A. Routine maintenance, cosmetic changes (such as new siding, windows, or roofing), changes to improve energy efficiency, changes to a structure to address unsafe conditions, or upgrading inadequate utilities must not be considered alterations.

B. When a nonconforming building or structure is damaged by fire, natural disaster, or other calamity, and structural repairs are needed to maintain a building or structure in a safe structural condition, the building or structure may be restored or replaced, provided:

1. A complete application for reconstruction or replacement is submitted within one year of the damage; and

(NEW SECTION, red = DAHP suggested changes)

D. Historic Buildings and Structures. Nothing in this Chapter prevents the full alteration, addition to, repair, restoration by or reconstruction of a building or structure which is either listed on the National Register of Historic Places, the Washington State Register of Historic Places, the Washington State Cultural Resource Inventory, or the Anacortes Register of Historic Places.

1. The alteration, addition, repair, restoration, and reconstruction of all such historic buildings and structures must comply with the life safety provisions of the State Building Codes, as adopted in AMC 19.14.

2. Additions Enlargement or alterations that does not increase the nonconformity or disrupt the eligibility of a building or structure for listing on historic lists or registers may be permitted.

3. Definitions.

a. "Addition" means an extension or increase in floor area, number of stories, or height of a building or structure.

b. "Alteration" means any construction or renovation to an existing structure.

c. "Restoration" means restoring an existing building to an appearance or previous use it one had that may be currently deemed as nonconforming.

d. "~~Restoration~~-Reconstruction" means ~~reconstruction~~-rebuilding an existing of the historic building or structure with as nearly the same visual design appearance and materials as is consistent with full compliance with the State Building Codes adopted by AMC 19.14, and consistent with any historic preservation provisions adopted by the city.

19.49.050 Abandonment.

A. For the purposes of this section, abandonment will mean:

1. An intention to abandon; and
2. An overt act, which carries the implication that the owner does not claim or retain any interest in the right to the nonconforming use.

B. *Conformance after Abandonment.* If any nonconforming use of land, building, or structure ceases for any reason whatsoever for a period of one year or more, any future use of such land, building or structure must thereafter be in conformity in the zone in which it is located. The mere presence of a structure, equipment, or material will not be deemed to constitute a continuance of a nonconforming use unless the structure, equipment, or material is actually being occupied or employed in maintaining such use.

C. *Procedure for Verifying Abandonment.* When the Department obtains information indicating that a nonconforming use, building or structure has or may have been abandoned, the Department must send a letter by certified mail return receipt requested to the property owner requesting confirmation of either abandonment or nonabandonment. Documentation that the nonconforming use, structure, or building has been occupied, used, or maintained within the last year will be required. After notification, if the owner fails to respond to the request within 60 days, the building, structure, or use will be deemed abandoned. If the owner replies that the building, structure, or use is not abandoned, the Director may initiate a Level 2 review to determine if the abandonment has occurred. (Ord. 3040 § 2 (Att. A), 2019; Ord. 2992 § 1 (Att. A), 2016)



Planning, Community, & Economic Development Department

904 6th Street / PO Box 547, Anacortes WA 98221

Staff Report

To: Anacortes Planning Commission
Date: December 7, 2023
From: Libby Grage, Planning Manager
Subject: Proposed Development Regulation Amendments – LEG-2023-02, LEG-2023-04, and LEG-2023-05

SUMMARY

This memo describes the regulatory background for the development regulation amendment process; provides an outline of the public review process; analyzes the proposed changes pursuant to the local and State requirements; and describes the Planning, Community & Economic Development Department's (PCED) recommendations to the Planning Commission for deliberation. After the public hearing the Planning Commission will deliberate on each of the proposals and make a recommendation to the City Council.

TABLE OF CONTENTS

SUMMARY	1
BACKGROUND & FINDINGS OF FACT	1
PROPOSED AMENDMENTS	2
LEG-2023-02. AMEND AMC 19.49 <i>NONCONFORMING USES AND STRUCTURES</i>	2
LEG-2023-04. AMEND AMC 19.41.040 <i>PRINCIPAL USES PERMITTED IN RESIDENTIAL ZONES</i> AND AMC 19.43.010 <i>HOUSEHOLD LIVING</i>	3
LEG-2023-05. AMEND AMC 19.47.030 <i>ACCESSORY DWELLING UNIT (ADU)</i>	6
NEXT STEPS	7

BACKGROUND & FINDINGS OF FACT

[Anacortes Municipal Code \(AMC\) Chapter 19.16](#) provides the procedures for review of Legislative Actions, including comprehensive plan and development regulation amendments.

SEPA and AMC Ch. 19.16

The following sections demonstrate the City's compliance with the procedural requirements for legislative actions pursuant to local and State requirements:

1. Compliance with the State Environmental Policy Act (Chapter 197-11 WAC, AMC 19.16.060, and AMC 18.04).

- Staff prepared an environmental checklist for the proposed amendments, dated November 16, 2023. The checklist includes evaluation of all proposed amendments.
- A Determination of Nonsignificance (DNS) was issued based on the environmental checklist on November 22, 2023.
- Any comments received prior to the close of the public comment period will be provided to the Planning Commission.

Conclusion – The proposed amendments will satisfy local and State SEPA requirements at the conclusion of the comment period.

2. Procedural Compliance with the Growth Management Act (RCW 36.70A.106):

- The City must notify the Department of Commerce, at least 60 days in advance, of its intent to adopt comprehensive plan and development regulation amendments.
 - The City requested review from the Department of Commerce on October 12, 2023 for LEG-2023-02 (nonconforming historic structures); the 60-day notice period ends on December 11, 2023.
 - The City requested review from the Department of Commerce on November 9, 2023 for LEG-2023-04 and LEG-2023-05; the 60-day notice period ends on January 8, 2024.
- Staff will file the adopted ordinance(s) with the Department of Commerce within 10 days of the City Council's action.

Conclusion – The proposed amendments will meet the Growth Management Act requirements.

3. Public Notice and Comments (AMC 19.16.070):

- The City published a Notice of Availability, Public Comment, Public Hearing, and SEPA threshold determination (the Notice) in the Anacortes American on November 22, 2023.
- The City distributed the Notice to the City's departmental email list, published it on the City's website, placed it on the City Hall bulletin board and provided a copy to the Library for posting on November 22, 2023.
- Any written comments received prior to the close of the comment period will be presented to the Planning Commissions prior to deliberations.

Conclusion – The City has met the public notice requirements of AMC 19.16.070.

PROPOSED AMENDMENTS

LEG-2023-02. Amend AMC 19.49 *Nonconforming uses and structures*

Summary

The proposed amendment would allow for reconstruction /restoration and enlargement of nonconforming historic buildings.

See **Attachment A** for the current proposed amendment text in strike-through/underline track changes format.

Recommendation

PCED recommends that the Planning Commission recommend to City Council that the proposed amendment be adopted.

Analysis

Under the existing Anacortes Municipal Code ([AMC 19.49.040](#)), nonconforming buildings that are removed or destroyed may only be replaced if they are made to conform to the current zoning code regulations. Also, any additions to nonconforming structures must conform to current zoning and dimensional standards. There are currently no exceptions to these provisions for historic buildings.

The nonconforming provisions, as they currently exist, may conflict with the City's historic preservation goals because they may impede the ability to restore /reconstruct a nonconforming historic building to its preexisting state. They may also negatively impact the feasibility of adaptively reusing and preserving historic buildings. The proposed changes are intended to provide flexibility to encourage preservation of historic buildings.

The proposed amendments further the following Anacortes Comprehensive Plan goals and policies:

Goal LU-3. Historic Preservation. Protect, preserve, and celebrate Anacortes's historic, cultural, and archaeological resources.

Policy LU-3.2. Craft and maintain zoning regulations to balance the need to accommodate anticipated growth while preserving the City's historic resources and character. Consider techniques to integrate incentives and/or site design flexibility for preservation and/or reuse of historic structures.

LEG-2023-04. Amend AMC 19.41.040 *Principal uses permitted in residential zones* and AMC 19.43.010 *Household living*

Summary

The proposed amendments would change [AMC Table 19.41.040](#), the table of principal uses permitted in residential zones, as follows:

- Change duplexes from a conditional use ("C") to a permitted outright use ("P") in the R2 zone
- Change triplexes, townhouses (up to 4 units) and multi-family (up to 4 units) from a conditional use ("C") to a permitted outright use ("P").
- Update the R3 and R3A zone-specific housing type standards in AMC 19.43.010.G.3.a to reflect the changes to Table 19.41.040.

See **Attachment B** for the current proposed amendment text in strike-through/underline track changes format.

Recommendation

PCED recommends the proposed amendment to the Development Regulations be **approved**.

Analysis

The source of these proposed amendments is the [Anacortes Housing Action Plan](#) (HAP), adopted by the Anacortes City Council on January 17, 2023 via [Resolution 3104](#). The HAP recommends strategies to increase the supply of housing, and variety of housing types, needed to serve the housing needs for all income levels in Anacortes. Development of the Anacortes HAP involved extensive public outreach that included stakeholder interviews, community survey, planning commission public meeting, city council public hearing and a city web page that made available related documents and allowed for early and continuous public participation and public comment. The HAP includes a schedule of programs and actions to <https://anacortes.municipal.codes/AMC/19.41> implement its recommendations.

Duplexes in the R2 zone

The HAP includes the following recommendation and rationale for changing duplexes from a conditional use to permitted outright in the R2 zone:

“2.1.2. – Residential Low Density 2 (R2) Zone

Duplexes are proposed to be changed from conditional to outright permitted in the R2 zone. This streamlines the permitting process and reduces uncertainty. Conditional use permits are not necessary for duplexes due to the new 2019 design standards. Also see Strategy 2.4.1 for the minimum lot size recommendation for duplexes.”

Note: The referenced HAP Strategy 2.4.1 recommends reducing the minimum lot size for smaller duplexes (1,200 – 1,400 sq. ft) from 9,000 sq. ft. to 7,500 sq. ft. in the R2 zone; however, **the current amendment proposal does not propose reducing minimum lot sizes at this time and retains the current minimum lot size of 9,000 sq. ft. for a duplex, regardless of unit size.**

The referenced “2019 design standards” for duplexes ([AMC 19.43.010.E](#)) would remain applicable.

Triplexes, Townhouses (up to 4 units) and Multifamily (up to 4 units) in the R3 zone

The HAP includes the following recommendation and rationale for changing triplexes, townhouses (up to 4 units) and multi-family (up to 4 units) from conditional uses to permitted outright in the R3 zone:

“2.1.4 – Residential Medium Density 3 (R3) Zone

Triplexes and townhouses

Triplexes, townhouses, and multi family projects with up to four units are proposed to be changed from conditional to outright permitted in the R3 zone, provided they meet proposed unit size limitations or additional lot size standards (see Strategy 2.4.1 for different options). The zone specific standard for townhomes under AMC 19.43.010(G)(3)(a) can be amended as follows:

- a. *R3 and R3A zone standards: Townhouse structures with up to four attached units are permitted by right ~~in the R3A zone and conditionally permitted in the R3 zone.~~ Townhouse structures with more than four attached units are prohibited in the R3 and R3A zones.*

The lot dimension requirements and standards for open space, parking configuration, and architectural design help ensure that duplexes, triplexes, townhomes, and small multifamily

projects will be compatible with the existing character of these zones without the unnecessary cost and process of a conditional use permit.

Comprehensive Plan policy LU-6.1.D says, 'Encourage [duplexes and triplexes] in the R3 and R4 zones provided design provisions that emphasize a pedestrian-oriented design and the inclusion of usable open space are included.' Such provisions are now in place for not only triplexes but also duplexes, townhouses, and multifamily housing. Allowing uses by right helps encourage them.

Multifamily

The R3 multifamily (4-units) change is also supported by the Comprehensive Plan description of the Residential Medium Designation, which is implemented by the R3 and R3A zones. It says, 'low density multifamily may be allowed under certain circumstances.' Those circumstances are not defined, but the new multifamily design standards adopted in 2019 and the growing need for additional housing supply found by the HAP Existing Conditions and Housing Needs Analysis Reports are notable changes to the situation since the Comprehensive Plan was adopted in 2016. Fourplexes are also valuable because the accessibility requirements of the Fair Housing Act apply in buildings of four or more units."

Note: The referenced HAP Strategy 2.4.1 recommends reducing the minimum lot size for duplexes, townhouses (up to 4 units) and multifamily (up to 4 units); however, **the current amendment proposal does NOT propose reducing minimum lot sizes at this time and retains the current minimum lot size of 7,500 sq. ft. for a duplex, 10,000 sq. ft. for 3 units, and 12,500 sq. ft. for 4 units.**

Townhouses and multifamily projects must meet the use-specific site and building design standards outlined in [AMC 19.43.010.G](#) and [AMC 19.43.010.H](#), respectively.

The proposed amendments further the following Comprehensive Plan goals and policies:

- Policy LU-6.1. Provide for a wide variety of housing types within the city to meet the full range of housing needs for Anacortes' evolving population.

.....

D. Duplexes & Triplexes. Encourage these housing types in the R3 and R4 zones provided design provisions that emphasize a pedestrian design, and the inclusion of usable open space are included.

E. Townhouses. Encourage the development of townhouses in the R3, R4 and on certain side streets in the C and CBD zones as an efficient and popular form of housing for a large demographic of Anacortes' population. Design standards emphasizing pedestrian-oriented design, façade articulation, and usable open space are particularly important.

.....

LEG-2023-05. Amend AMC 19.47.030 Accessory Dwelling Unit (ADU)

Summary

The proposed amendment is to remove the requirement for a property owner to occupy either the accessory dwelling unit or primary dwelling unit on a property.

See **Attachment C** for the current proposed amendment text in strike-through/underline track changes format.

Recommendation

PCED recommends the proposed amendment to the Development Regulations be **approved**.

Analysis

In 2023, [House Bill 1337](#) amended [RCW 36.70A](#) to add significant changes to local government roles for regulating Accessory Dwelling Units. Under the new law, within 6 months of the due date of a jurisdiction's comprehensive plan periodic update, cities and counties must update their regulations for ADUs to be consistent with the statute. Cities and counties:

- Must allow two ADUs per residential lot. They may be attached, detached, or a combination of both, or may be conversions of existing structures.
- **May not require the owner to occupy the property**, and may not prohibit sale as independent units.
- May not charge more than 50% of impact fees charged for the principal unit.
- Must allow an ADU of at least 1,000 square feet and must adjust zoning to be consistent with the bill for such things as height, setbacks, and other regulations.
- Must set consistent parking requirements based on distance from transit and lot size.

The City is required to amend its codes to address all of HB 1337 by December 2025. The current proposed amendment only removes the owner-occupancy requirement at this time.

If a city or county does not amend its rules to be consistent with the law by the deadline, the statutes will **“supersede, preempt and invalidate any conflicting local development regulations.”**

The Anacortes HAP includes the following recommendation and rationale for removing the owner-occupancy requirement for ADUs:

“2.3 – ADU Regulations.

Action: Streamline ADU regulations to make them easier to finance, permit, and build.

First... remove the owner occupancy requirement, except for where the ADU is used as a short term rental. This is a common requirement across Washington cities, but it is discriminatory against renters and perpetuates economic exclusion. It also raises financial risk for homeowners by constraining their choice on where to live in the future (especially for seniors and military families) and reduces chances of receiving bank financing for some borrowers. It also unfairly targets ADUs with a restriction that is not in place for any other type of rental housing. The requirement is also difficult to enforce. Removing this restriction is national best practice,

recommended by organizations like the AARP and the Washington chapter of the American Planning Association.”

Note: New short term rentals are not permitted in residential zones, and there is currently a moratorium on the short term rental of dwelling units in most mixed use zones (C, CBD, MMU, CM).

NEXT STEPS

Following the Planning Commission public hearing the Planning Commission should deliberate and make a recommendation to the City Council on each of the proposed amendments. City Council will consider the Planning Commission’s recommendations and adopt any amendments by ordinance at a future city council meeting.

SEPA¹ Environmental Checklist

Purpose of checklist

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization, or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. **You may use “not applicable” or “does not apply” only when you can explain why it does not apply and not when the answer is unknown.** You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to **all parts of your proposal**, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for lead agencies

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B, plus the Supplemental Sheet for Nonproject Actions (Part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in “Part B: Environmental Elements” that do not contribute meaningfully to the analysis of the proposal.

¹ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/Checklist-guidance>

A. Background

[Find help answering background questions²](https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-A-Background)

1. Name of proposed project, if applicable:

Proposed code amendments

2. Name of applicant:

City of Anacortes Planning, Community & Economic Development Department

3. Address and phone number of applicant and contact person:

Libby Grage, Planning Manager, 360-299-1986; libbyb@cityofanacortes.org; P.O. Box 547;
Anacortes, WA 98221

4. Date checklist prepared:

November 16, 2023

5. Agency requesting checklist:

City of Anacortes Planning, Community & Economic Development Department

6. Proposed timing of schedule (including phasing, if applicable):

Planning Commission review, public hearing, and recommendation – November/December 2023

City Council review and adoption – January/February 2024

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

No

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

None

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

This is a non-project action affecting multiple parcels in the City of Anacortes.

10. List any government approvals or permits that will be needed for your proposal, if known.

The City of Anacortes City Council would need to approve the proposed amendments and adopt them by ordinance.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on

² <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-A-Background>

this page. (Lead agencies may modify this form to include additional specific information on project description.)

The proposal is to amend the Anacortes Municipal Code as follows:

- **LEG-2023-02** – Amend Anacortes Municipal Code (AMC) Ch. 19.49 *Nonconforming uses and structures* to add reconstruction and addition provisions for nonconforming historic buildings
- **LEG-2023-04** – Amend AMC Section 19.41.040 *Principal uses permitted in residential zones* and AMC 19.43.010 *Household living* to:
 - Change duplexes from a conditional use to a permitted outright use in the R2 zone
 - Change triplexes, townhouses (up to 4 units) and multi-family (up to 4 units), from conditional uses to permitted outright uses in the R3 zone
- **LEG-2023-05** – Amend AMC Section 19.47.030 *Accessory dwelling units* to remove the requirement for owner occupancy on a property with an accessory dwelling unit

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The proposed updates would be effective city-wide.

B.Environmental Elements

1. Earth

[Find help answering earth questions³](#)

a. General description of the site:

The City of Anacortes includes a variety of terrain, including flat, rolling, hilly, and steep slopes.

Circle or highlight one: Flat, rolling, hilly, steep slopes, mountainous, other:

b. What is the steepest slope on the site (approximate percent slope)?

Anacortes includes a variety of slopes throughout the city, including certain areas with up to 100% slope. The steepest slopes are primarily located along the marine shoreline and Mount Erie.

³ <https://ecology.wa.gov/regulations-permits/sepa/environmental-review/sepa-guidance/sepa-checklist-guidance/sepa-checklist-section-b-environmental-elements/environmental-elements-earth>

- c. **What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them, and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.**

Soils within the city Bellingham silt loam, Bow gravelly loam, Bow-Urban land complex, Catla gravelly fine sandy loam, Clallam gravelly loam, Coveland gravelly loam, Coveland-Bow complex, Dystric Xerochrepts, Fidalgo-Lithic Xerochrepts Rock outcrop complex, Guemes very stony loam, Guemes very gravelly loam, sandy substratum, Hydraquents, tidal, Keystone loamy sand, Laconner very gravelly loamy sand, Lithic Haploxerolls – Rock outcrop complex, Mukilteo muck, Norma silt loam, Pits, Swinomish gravelly loam, Swinomish-Fidalgo Rock outcrop complex, Tacoma silt, Tacoma silt loam, Terric Medisaprists, Whistle-Fidalgo-Rock outcrop complex, and Xerorthents.

There are no known agricultural lands of long-term commercial significance.

Because this proposal is non-project in nature, it will not result in any soil removal.

- d. **Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.**

Geologically hazardous areas within the City include steep slopes, landslide and erosion hazards, and seismic hazards (liquefaction prone areas). These hazard areas are concentrated along the northern portion of Anacortes near Guemes Channel and Burrows Bay near Washington Park. Liquefaction prone areas are located in areas of modified shorelines near Skyline and the eastern part of the city along Fidalgo Bay.

- e. **Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.**

This non-project proposal directly result in any filling, excavation, or grading.

- f. **Could erosion occur because of clearing, construction, or use? If so, generally describe.**

Because this proposal is non-project in nature, it will not directly result in any erosion.

- g. **About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?**

This non-project proposal will not directly result in the addition of any impervious surface.

- h. **Proposed measures to reduce or control erosion, or other impacts to the earth, if any.**

This non-project proposal will not directly result in any erosion or other impacts to the earth.

2. Air

[Find help answering air questions](#)⁴

- a. **What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.**

This non-project proposal will not directly result in any emissions to the air.

- b. **Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.**

This non-project proposal will not be affected by emissions or odor.

- c. **Proposed measures to reduce or control emissions or other impacts to air, if any:**

None.

3. Water

[Find help answering water questions](#)⁵

- a. **Surface:**

[Find help answering surface water questions](#)⁶

1. **Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.**

Anacortes is surrounded on three sides by marine shorelines including Guemes Channel, Burrows Bay, Fidalgo Bay, and a portion of Padilla Bay, with lakes including Little Cranberry, Heart, Whistle, and a portion of Lake Erie.

There are multiple streams located within city limits including Whistle Creek, Happy Valley Stream, Ace of Hearts Creek, Beaver Brook, Cranberry Creek, Clyde Creek, Anaco Bourn, Morrison Run, Cedar Springs, Weaverling Rill, Miller Creek, Aqua Creek, Howard Creek, Summit Creek, and March's Run.

2. **Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.**

No, this is a non-project action.

⁴ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-Air>

⁵ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-3-Water>

⁶ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-3-Water/Environmental-elements-Surface-water>

3. **Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.**

This non-project proposal will not involve any fill or dredging of surface waters or wetlands.

- a. **Will the proposal require surface water withdrawals or diversions? Give a general description, purpose, and approximate quantities if known.**

This non-project proposal will not require surface water withdrawals or diversions.

4. **Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.**

Parts of Anacortes are located within the 100-year floodplain as mapped by the Federal Emergency Management Agency (FEMA) flood insurance rate maps (FIRMs)

5. **Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.**

This non-project proposal will not involve any discharges of waste materials to surface waters.

b. Ground:

[Find help answering ground water questions⁷](#)

1. **Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give a general description, purpose, and approximate quantities if known.**

This non-project proposal will not involve withdrawal of groundwater from a well for drinking water or any other purpose, nor will it involve discharges to groundwater.

2. **Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (domestic sewage; industrial, containing the following chemicals...; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.**

This non-project proposal will not involve discharge of waste into the ground.

c. Water Runoff (including stormwater):

1. **Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.**

This non-project proposal will not generate stormwater.

⁷ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-3-Water/Environmental-elements-Groundwater>

2. Could waste materials enter ground or surface waters? If so, generally describe.

This non-project proposal will not involve waste materials entering the ground or surface waters.

3. Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

This non-project proposal will not affect drainage patterns.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

None.

4. Plants

[Find help answering plants questions](#)

a. Check the types of vegetation found on the site:

☒ **deciduous tree: alder, maple, aspen, other**

☒ **evergreen tree: fir, cedar, pine, other**

☒ **shrubs**

☒ **grass**

☒ **pasture**

☐ **crop or grain**

☒ **orchards, vineyards, or other permanent crops.**

☒ **wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other**

☒ **water plants: water lily, eelgrass, milfoil, other**

☒ **other types of vegetation**

b. What kind and amount of vegetation will be removed or altered?

This non-project proposal will not result in vegetation removal or alteration.

c. List threatened and endangered species known to be on or near the site.

Various species of rare plants, listed by the Washington Natural Heritage Program, may occur within the city.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any.

None.

e. List all noxious weeds and invasive species known to be on or near the site.

Various species of noxious weeds and invasive species are known to occur throughout Anacortes.

5. Animals

[Find help answering animal questions](#)⁸

- a. **List any birds and other animals that have been observed on or near the site or are known to be on or near the site.**

Examples include:

- **Birds:** hawk, heron, eagle, songbirds, other:
- **Mammals:** deer, bear, elk, beaver, other:
- **Fish:** bass, salmon, trout, herring, shellfish, other:

Many species of birds, mammals, and fish are known to occur throughout Anacortes.

- b. **List any threatened and endangered species known to be on or near the site.**

Bull trout, Puget Sound Chinook, Puget Sound Steelhead, Southern Resident Killer Whale, Yelloweye Rockfish, Bocaccio Rockfish and Marbled Murrelet are known to occur along the marine shoreline of Anacortes.

- c. **Is the site part of a migration route? If so, explain.**

Anacortes is within located within the Pacific Flyway migration route utilized by waterfowl migrating north into Alaska and northern Canada.

- d. **Proposed measures to preserve or enhance wildlife, if any.**

None.

- e. **List any invasive animal species known to be on or near the site.**

None known.

6. Energy and natural resources

[Find help answering energy and natural resource questions](#)⁹

- a. **What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.**

This non-project proposal will not result in any energy use.

- b. **Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.**

This non-project proposal will not affect the potential use of solar energy by adjacent properties.

⁸ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-5-Animals>

⁹ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-6-Energy-natural-resou>

- c. **What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any.**

None.

7. Environmental health

[Health Find help with answering environmental health questions](https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-7-Environmental-health)¹⁰

- a. **Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur because of this proposal? If so, describe.**

This non-project proposal will not result in any environmental health hazards.

1. **Describe any known or possible contamination at the site from present or past uses.**

Anacortes has various sites that have known or possible contamination from present or past uses.

2. **Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.**

This non-project proposal is not expected to be affected by hazardous chemicals/conditions.

3. **Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.**

This non-project proposal will not result in storage, use or production of hazardous chemicals.

4. **Describe special emergency services that might be required.**

This non-project proposal will not result in the need for any special emergency services.

5. **Proposed measures to reduce or control environmental health hazards, if any.**

None.

b. Noise

1. **What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?**

This non-project proposal will not be affected by noise in the area.

¹⁰ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-7-Environmental-health>

- 2. What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site)?**

This non-project proposal would not create any noise.

- 3. Proposed measures to reduce or control noise impacts, if any:**

None.

8. Land and shoreline use

[Find help answering land and shoreline use questions](#)¹¹

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.**

Land uses throughout the city include residential, recreational, industrial, multi-family, public and institutional uses, and vacant land. Because the proposal is non-project in nature, it will not affect current land uses on properties in the city.

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses because of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?**

There are no known working farmlands or working forest lands within the Anacortes city limits.

- 1. Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how?**

No.

- c. Describe any structures on the site.**

There are a variety of structures located throughout city limits.

- d. Will any structures be demolished? If so, what?**

This non-project proposal will not result in the demolition of any structures.

- e. What is the current zoning classification of the site?**

Anacortes includes a variety of zoning designations.

- f. What is the current comprehensive plan designation of the site?**

Anacortes includes a variety of comprehensive plan designations.

- g. If applicable, what is the current shoreline master program designation of the site?**

¹¹ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-8-Land-shoreline-use>

Anacortes includes a variety of shoreline master program designations along its marine shoreline and freshwater lakes.

- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.**

A variety of classified critical areas are known to be located within the city, including wetlands, fish and wildlife habitat conservation areas, geologically hazardous areas, critical aquifer recharge areas, and frequently flooded areas.

- i. Approximately how many people would reside or work in the completed project?**

Because this is a non-project proposal, this question is not applicable.

- j. Approximately how many people would the completed project displace?**

Because this proposal is non-project in nature, zero people would be displaced as part of the project.

- k. Proposed measures to avoid or reduce displacement impacts, if any.**

None.

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any.**

This non-project proposal is not anticipated to result in any incompatibility issues.

- m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:**

None.

9. Housing

[Find help answering housing questions](#)¹²

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.**

Because this is a non-project proposal, no new housing units would be provided.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.**

Because this is a non-project proposal, no housing units would be eliminated.

- c. Proposed measures to reduce or control housing impacts, if any:**

None.

¹² <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-9-Housing>

10. Aesthetics

[Find help answering aesthetics questions](#)¹³

- a. **What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?**

This non-project proposal will not directly result in any structures being built.

- b. **What views in the immediate vicinity would be altered or obstructed?**

None – this is a non-project proposal.

- c. **Proposed measures to reduce or control aesthetic impacts, if any:**

None.

11. Light and glare

[Find help answering light and glare questions](#)¹⁴

- b. **What type of light or glare will the proposal produce? What time of day would it mainly occur?**

This non-project proposal would not produce any light or glare.

- c. **Could light or glare from the finished project be a safety hazard or interfere with views?**

No.

- d. **What existing off-site sources of light or glare may affect your proposal?**

None.

- e. **Proposed measures to reduce or control light and glare impacts, if any:**

None.

12. Recreation

[Find help answering recreation questions](#)

- a. **What designated and informal recreational opportunities are in the immediate vicinity?**

Anacortes contains many designated and informal recreational opportunities, including city parks, the Anacortes Community Forest Lands, beaches, trails, boating, and more.

- b. **Would the proposed project displace any existing recreational uses? If so, describe.**

No.

- c. **Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:**

¹³ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-10-Aesthetics>

¹⁴ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-11-Light-glare>

None.

13. Historic and cultural preservation

[Find help answering historic and cultural preservation questions](#)¹⁵

- a. **Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.**

There are many buildings in Anacortes that are over 45 years old. Some of them are eligible for listing, or are listed, in national, state, or local preservation registers.

- b. **Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.**

There are landmarks, features, or other evidence of Indian or historic use or occupation in various locations throughout Anacortes.

- c. **Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.**

Staff referred to the department of archaeology and historic preservation and the Anacortes register of historic places, but because the proposal is non-project in nature, it will not have a direct impact on any cultural or historic resources.

- d. **Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.**

None.

14. Transportation

[Find help with answering transportation questions](#)¹⁶

- a. **Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.**

There are a variety of public streets and highways in Anacortes.

- b. **Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?**

Skagit Transit provides public transit service throughout Anacortes.

¹⁵ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-13-Historic-cultural-p>

¹⁶ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-14-Transportation>

- c. **Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle, or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).**

Because this proposal is non-project in nature, it will not require any new or improvements to existing roads, streets, pedestrian, bicycle, or state transportation facilities.

- d. **Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.**

This non-project proposal will not use water, rail or air transportation.

- e. **How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?**

This non-project proposal will not generate any vehicular trips.

- f. **Will the proposal interfere with, affect, or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.**

This non-project proposal will not affect or be affected by movement of agricultural and forest products on roads or streets.

- g. **Proposed measures to reduce or control transportation impacts, if any:**

None.

15. Public services

[Find help answering public service questions¹⁷](#)

- a. **Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.**

This non-project proposal will not result in an increased need for public services.

- b. **Proposed measures to reduce or control direct impacts on public services, if any.**

None.

16. Utilities

[Find help answering utilities questions¹⁸](#)

- a. **Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other:**

All of the above utilities are available within the Anacortes city limits.

¹⁷ <https://ecology.wa.gov/regulations-permits/sepa/environmental-review/sepa-guidance/sepa-checklist-guidance/sepa-checklist-section-b-environmental-elements/environmental-elements-15-public-services>

¹⁸ <https://ecology.wa.gov/regulations-permits/sepa/environmental-review/sepa-guidance/sepa-checklist-guidance/sepa-checklist-section-b-environmental-elements/environmental-elements-16-utilities>

- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

This non-project proposal will not result in the need for any utility services.

C. Signature

[Find help about who should sign](#)¹⁹

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.



Type name of signee: Libby Grage

Position and agency/organization: Planning Manager, PCED Department, City of Anacortes

Date submitted: November 20, 2023

D. Supplemental sheet for nonproject actions

[Find help for the nonproject actions worksheet](#)²⁰

Do not use this section for project actions.

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

The proposed amendments are not anticipated to result in an increase in discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise as compared to existing land use plans.

- Proposed measures to avoid or reduce such increases are:

None.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

¹⁹ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-C-Signature>

²⁰ <https://ecology.wa.gov/regulations-permits/sepa/environmental-review/sepa-guidance/sepa-checklist-guidance/sepa-checklist-section-d-non-project-actions>

The proposed amendments are not likely to affect plants, animals, fish, or marine life.

- **Proposed measures to protect or conserve plants, animals, fish, or marine life are:**
None.

3. How would the proposal be likely to deplete energy or natural resources?

The proposed amendments are not likely to deplete energy or natural resources.

- **Proposed measures to protect or conserve energy and natural resources are:**
None.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

The proposed amendments are not likely to affect environmentally sensitive areas or areas designated for governmental protection.

- **Proposed measures to protect such resources or to avoid or reduce impacts are:**
None.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The proposed amendments are not likely to affect land and shoreline use

- **Proposed measures to avoid or reduce shoreline and land use impacts are:**
None.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The proposed amendments are not likely to increase demands on transportation or public services and utilities.

- **Proposed measures to reduce or respond to such demand(s) are:**
None.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

- The proposed amendments are not anticipated to conflict with local, state, or federal laws, or requirements for protection of the environment.
 - Amendments to AMC Section 19.47.030 *Accessory dwelling units* to remove the requirement for owner occupancy on a property with an accessory dwelling unit will partially implement HB 1337 involving new state requirements for ADUs, which include prohibiting local jurisdictions from requiring owner-occupancy.

- Amendments changing the review process for duplexes and triplexes in certain zones from a conditional use permit review process to permitted outright is consistent with local plans and state housing guidance to reduce barriers to building middle housing types.
- Amendments to allow for reconstruction of nonconforming structures that are on a local, state or federal historic register are in line with city and state historic preservation goals.

Determination of Non-Significance for Proposed Code Amendments

DESCRIPTION OF PROPOSAL: The City of Anacortes is considering code amendments to the below-described chapters of the Anacortes Municipal code (AMC) as follows:

- **LEG-2023-02** – Amend Anacortes Municipal Code (AMC) Ch. 19.49 *Nonconforming uses and structures* to add reconstruction and addition provisions for nonconforming historic buildings
- **LEG-2023-04** – Amend AMC Section 19.41.040 *Principal uses permitted in residential zones* and AMC 19.43.010 *Household living* to:
 - Change duplexes from a conditional use to a permitted outright use in the R2 zone
 - Change triplexes, townhouses (up to 4 units) and multi-family (up to 4 units), from conditional uses to permitted outright uses in the R3 zone
- **LEG-2023-05** – Amend AMC Section 19.47.030 *Accessory dwelling units* to remove the requirement for owner occupancy on a property with an accessory dwelling unit

LOCATION: These are non-project actions that would apply city-wide.

PROPONENT & LEAD AGENCY: City of Anacortes, Planning, Community and Economic Development (PCED) Department.

CONTACT PERSON: Libby Grage, Planning Manager; libbyb@cityofanacortes.org; 360-299-1986; PO Box 547, Anacortes, WA 98221

The lead agency for this proposal has determined that the proposed amendments will not have a probable adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

ENVIRONMENTAL DETERMINATION COMMENTS: This DNS is issued under WAC [197-11-340\(2\)](#); the lead agency will not act on this proposal for 14 days from the date below. Comments on the environmental determination must be received in writing on or before 5:00 PM **December 6, 2023** (14 days from the date of issuance). Comments received within the 14 days will be reviewed and considered by the PCED Department.

Responsible Official: John Coleman, AICP
Position and Title: Director of Planning, Community & Economic Development
Phone/Email: 360-299-1942; johnc@cityofanacortes.org
Address: P.O. Box 547, Anacortes, WA 98221

Date: 11-22-23

Signature _____



ENVIRONMENTAL DETERMINATION APPEAL PROCESS: You may appeal this determination to the Hearing Examiner. Appeals must be on forms provided by the Department and delivered, along with the appeal fee, to the City Clerk no later than 5:00 PM **December 6, 2023**. You should be prepared to make specific factual objections. Contact the PCED Department to read or ask about the procedures for SEPA appeals (AMC 19.20.180).

ISSUED AND PUBLISHED: November 22, 2023

SENT TO: SEPA Register, Corps of Engineers, DAHP, WDFW, WA Health, DNR, WSDOT, DOE, NW Clean Air, Skagit Transit, Skagit County PDS, County Assessor, Port of Anacortes, Anacortes School District, Skagit Coop, Swinomish and Samish Tribes, PSE, Frontier, CNG and Comcast

Suggested edits to 11/2/23 Draft by:

Nicholas Vann, AIA |
Deputy State Historic Preservation Officer
Deputy Director

D. Historic Buildings and Structures. Nothing in this Chapter shall prevent the full alteration, addition to, repair, restoration, or by reconstruction of a building or structure which is either listed on the National Register of Historic Places, the Washington State Register of Historic Places, the Washington State Cultural Resource Inventory, or the Anacortes Register of Historic Places.

1. "Addition" is defined as an extension or increase in floor area, number of stories, or height of a building or structure.

2. "Alteration" is defined as any construction or renovation to an existing structure.

3. "Restoration" means is defined as restoring an existing building to an appearance or previous use it once had that may be currently deemed as nonconforming.

4. "Reconstruction" is defined as rebuilding an existing of the historic building or structure with as nearly the same visual design appearance and materials as is consistent with full compliance with the State Building Codes and consistent with any historic preservation provisions adopted by the city.

32. The alteration, addition, repair, restoration, and reconstruction of all such historic buildings and structures must comply with the life safety provisions of the State Building Codes.

43. Enlargement or alteration that does not increase the nonconformity or disrupt the eligibility of a building or structure for listing on historic lists or registers may be permitted.

Commented [VN(1): Might want to reference the AMC provision that specifically adopts the State Building Code (and International Existing Building, International Building Code, etc) as requirements for permits.

Commented [VN(2): If an existing building has a housing use that is nonconforming, would adding additional units in a new addition also be considered nonconforming and thus not able to be constructed under this provision?

3 proposed code changes

Cynthia Richardson <richrson@cnw.com>

Sun 12/10/2023 10:08 PM

To: Libby Grage <LibbyB@cityofanacortes.org>

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

Planning Commissioners,

Please consider the following comments in your deliberations about the three proposed code changes noted below:

- ***AMC 19.49 Nonconforming uses and structures (LEG-2023-02)***

- I support this change.**

- This would allow a nonconforming use or structure to be renovated or enlarged or replaced if it is a historic structure on the national, state, or local historic register. There are very few such structures, as getting on those registers is a long process and strict criteria must be met. Furthermore, since they are existing structures, this would not represent any significant change to a situation that has already existed for many years. Note that life safety codes must still be met and the nonconformity must not be increased.

- In the years since they were built, the neighborhoods and codes have changed to make these structures nonconforming in various particulars. But that doesn't mean that they are not worth saving. Allowing reasonable deviations from zoning and building codes to enable owners to continue making use of these structures enriches our community by preserving its historic buildings.

- This seems like a reasonable way to preserve some of our history. Unlike other parts of our country and around the world, which have buildings hundreds or even thousands of years old, Anacortes has very few old buildings, and even fewer of them are of historic significance. We should take all reasonable steps to enable and encourage owners to preserve these historic buildings.

- **AMC 19.41.040 Principal uses permitted in residential zones & AMC 19.43.010 Household living (LEG-2023-04)**

I urge postponement of this change until further analysis and citizen involvement can occur.

This change will allow fuller utilization of larger lots in the various residential zones, but will have very little impact in most neighborhoods since the extra units would only be allowed on lots that have the required lot size, parking, open space and other requirements.

In most neighborhoods, there appear to be only a few lots here and there that might meet these criteria. So if a block is already fully developed this would have no effect. But insofar as there are a few such lots, it does add a little variety to the neighborhood and opens up the possibility of adding some badly needed moderate size rental units to the city.

However, before approving such sweeping changes, which affect many neighborhoods in Anacortes, it is important for the City to do more analysis, present to the citizens some maps and statistics to show the range of potential impacts, hold hearings where those facts can be discussed - and then, after thorough consideration, make a decision.

A code change of this magnitude should not be made without thorough analysis and citizen participation.

- **AMC 19.47.030 Accessory dwelling units (LEG-2023-05)**

I support this change.

This change will allow non-resident owners to rent both the main house and the ADU without living in either unit.

Some folks have a stereotype that "renters" are transient and don't take as good care of the property as "owners" do, but many renters stay in the same place for decades and take good care of it, and many run-down places are owner occupied. So that's a false generalization.

Certainly there are renters that are irresponsible - and owners too. But it's the person that is at fault, not the fact that they rent rather than own their home. I own my home now, but if I need to sell it and rent instead, I'm still the same person and will take the same care of my home when I am a tenant.

A person or company that buys or builds a property with a main house and an ADU and rents both units has the same incentive to take good care of the property as the owner of any other type of rental property, from one unit to many units - a well kept property is an investment to provide income.

It is perfectly legal for the owner of a single family home or a duplex to rent it to others without living there. Why should a property with an ADU be treated differently? Consider the case of a Navy family who buys a house, adds an ADU, then is reassigned but wants to keep the property for income and then eventually retire and move back to Anacortes. Or someone dies and the heirs want to rent both units for income but they don't want to live there.

Each time an owner moves and rents the house and/or ADU, it decreases the number of owner-occupied units, but at the same time it increases the number of rental units. The reverse is also true, a house + ADU might both be rented for a while, then later a new owner would move in and it would again become owner-occupied. We need both rental and owner-occupied units in many sizes and price ranges for a healthy community.

Thank you for your consideration,

Cynthia Richardson
315 V Avenue
Anacortes, WA 98221



Notice of Availability

Including written comment period, public hearing date, and environmental determination

Publish Date:	November 22, 2023
Proposal Name:	City of Anacortes proposed amendments to Anacortes Municipal Code (AMC) Chapter 19.49 <i>Nonconforming uses and structures</i> , AMC 19.41.040 <i>Principal uses permitted in residential zones</i> , AMC 19.43.010 <i>Household living</i> , and AMC 19.47.030 <i>Accessory dwelling units</i>
Documents Available At:	https://www.anacorteswa.gov/1547/Legislative-Planning-Updates
Lead Agency:	City of Anacortes, Planning, Community & Economic Development Department
SEPA Responsible Official:	John Coleman, AICP, Director
Written Comment Deadline:	Wednesday, December 6, 2023
Public Hearing Date:	Wednesday, December 13, 2023 at 6:00 PM
Public Hearing Body:	Anacortes Planning Commission City Hall Council Chambers 904 6 th Street, Anacortes, WA 98221
Contact Person:	Libby Grage, Planning Manager libbyb@cityofanacortes.org ; 360-299-1986

Proposal File Number(s) & Description(s):

- **LEG-2023-02** – Amend Anacortes Municipal Code (AMC) Ch. 19.49 *Nonconforming uses and structures* to add reconstruction and addition provisions for nonconforming historic buildings
- **LEG-2023-04** – Amend AMC Section 19.41.040 *Principal uses permitted in residential zones* and AMC 19.43.010 *Household living* to:
 - Change duplexes from a conditional use to a permitted outright use in the R2 zone
 - Change triplexes, townhouses (up to 4 units) and multi-family (up to 4 units), from conditional uses to permitted outright uses in the R3 zone
- **LEG-2023-05** – Amend AMC Section 19.47.030 *Accessory dwelling units* to remove the requirement for owner occupancy on a property with an accessory dwelling unit

SEPA Threshold Determination

The City of Anacortes has determined that this proposal does not have a probable significant adverse impact on the environment. An environmental impact statement is not required under the State Environmental Policy Act, RCW 43.21C.030(2)(c). This determination was made after review of a completed environmental checklist and other information on file with the lead agency and is available upon request.

The threshold determination is issued under a separate cover, available on the website and the address above. The City of Anacortes will not act on this proposal during the comment period. Written comments regarding the Determination of Nonsignificance must be submitted by the deadline above and in the same manner as other comments. Appeals of this environmental determination may be made per the procedures outlined in AMC Ch. 18.04 and Ch. 19.20 by December 6, 2023, at 5:00 PM. Additional information regarding the appeal process may be obtained from the City of Anacortes PCED Department, 360-299-1984.

How to Comment

Comments are accepted via email, paper, or verbally.

Email comments are preferred and must be sent to libbyb@cityofanacortes.org.

Paper comments may be mailed or delivered to:

City of Anacortes
Planning, Community & Economic Development Department
ATTN: Libby Grage
P.O. Box 547 / 904 6th St.
Anacortes, WA 98221

Verbal comments may be made at the Public Hearing. The public hearing will be held as hybrid meeting, with virtual and in-person attendance options. Virtual meeting access and participation information can be found here:

<https://www.anacorteswa.gov/700/Meeting-Documents-and-Video>



City Council Agenda Bill

Meeting Date: January 22, **Agenda Item:** 6.d.
2024

Agenda Item Title: Interlocal Agreement for Grant Funding for the 2025 Periodic Comprehensive Plan Update #24-036-PLN-002

Staff Contact(s): LIBBY GRAGE, John Coleman

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
TIFFANY MATSON	Contract Award

Item Summary: City staff request Council acceptance of and authorization for the Mayor to sign the GMA Periodic Update Grant agreement with the WA State Department of Commerce.

The grant provides for \$125,000 in funding to assist the City of Anacortes with planning work for the completion of the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5).

Budget Impact:

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute Interlocal Cooperation Agreement 24-036-PLN-002 between the City of Anacortes and Washington State Department of Commerce.

Alternative Actions: Not approve the interlocal.

Attachments (listed in order presented):

1. 24-036-PLN-002
2. Public Comment - 20240118 - Munce



**Interagency Agreement with
City of Anacortes**

through

Growth Management Services

**Contract Number:
24-63335-035**

For

**GMA Periodic Update Grant
2025 Jurisdiction (SFY24-SFY25)**

Dated: Date of Execution

Table of Contents

TABLE OF CONTENTS.....	2
FACE SHEET.....	3
SPECIAL TERMS AND CONDITIONS.....	4
1. AUTHORITY.....	4
2. CONTRACT MANAGEMENT	4
3. COMPENSATION	4
4. BILLING PROCEDURES AND PAYMENT	4
5. SUBCONTRACTOR DATA COLLECTION	5
6. INSURANCE.....	5
7. FRAUD AND OTHER LOSS REPORTING	5
8. ORDER OF PRECEDENCE	5
GENERAL TERMS AND CONDITIONS.....	6
1. DEFINITIONS	6
2. ALL WRITINGS CONTAINED HEREIN	6
3. AMENDMENTS	6
4. ASSIGNMENT	6
5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION	6
6. COPYRIGHT	7
7. DISPUTES	7
8. GOVERNING LAW AND VENUE	8
9. INDEMNIFICATION	8
10. LICENSING, ACCREDITATION AND REGISTRATION	8
11. RECAPTURE.....	8
12. RECORDS MAINTENANCE	8
13. SAVINGS	8
14. SEVERABILITY.....	8
15. SUBCONTRACTING	9
16. SURVIVAL.....	9
17. TERMINATION FOR CAUSE	9
18. TERMINATION FOR CONVENIENCE.....	9
19. TERMINATION PROCEDURES.....	9
20. TREATMENT OF ASSETS	10
21. WAIVER	11
ATTACHMENT A: SCOPE OF WORK AND BUDGET	12

Face Sheet

Contract Number: 24-63335-035

Local Government Division Growth Management Services

1. Contractor City of Anacortes Planning, Community and Economic Development Dept. P.O. Box 547 Anacortes, WA 98221		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Libby Grage Planning Manager (360) 299-1986 libbyb@cityofanacortes.org		4. COMMERCE Representative Lexine Long Senior Planner (360) 480-4498 lexine.long@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504	
5. Contract Amount \$125,000	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐		7. Start Date Date of Execution
8. End Date June 30, 2025			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
ALN N/A			
10. Tax ID # N/A	11. SWV # SWV0000302-00	12. UBI # 290-000-003	13. UEI # N/A
14. Contract Purpose Grant funding to assist City of Anacortes with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5).			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Budget			
FOR CONTRACTOR _____ Matt Miller, Mayor City of Anacortes _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **one hundred twenty-five thousand dollars (\$125,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in Attachment A - Scope of Work and Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services and deliverables provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63335-035. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

State Fiscal Year Compensation

COMMERCE will reimburse Contractor a maximum of \$62,500 for State Fiscal Year 2024 (July 1, 2023 - June 30, 2024) and a maximum of \$62,500 for State Fiscal Year 2025 (July 1, 2024 - June 30, 2025).

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Line Item Modification of the Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachment A,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work and Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work and Budget

Task/Work Item	SFY 2024 Funds July 1, 2023 – June 30, 2024	SFY 2025 Funds July 1, 2024 – June 30, 2025	Deliverable
Periodic Update work plan Anticipated completion date: <i>February 29, 2024</i>	\$4,000	\$0	Periodic update work plan Comprehensive Plan Checklist
Public participation plan Anticipated completion date: <i>February 29, 2024</i>	\$2,000	\$0	Public participation plan
Public involvement support including public meetings and comment responses Anticipated completion date: <i>June 30, 2025</i>	\$3,000	\$3,000	Public involvement summaries, public comment responses
SEPA Environmental Review Anticipated completion date: <i>June 30, 2025</i>	\$0	\$15,000	Expanded SEPA checklist and threshold determination
Land capacity analysis, including land needed for employment and housing Anticipated completion: <i>June 30, 2024</i>	\$26,000*	\$0	Draft land capacity analysis for employment and permanent housing needs, emergency housing and shelter.
Draft Comprehensive Plan amendment including but not limited to research, studies and analysis to support updated elements. Anticipated completion date: <i>December 31, 2024</i>	\$10,000	\$15,000	Draft Comprehensive Plan Notification email from Commerce that draft ordinance was submitted for 60-day review

Draft Housing Element Update, including studies and analysis to accommodate housing for all income levels. Anticipated completion date: <i>June 30, 2025</i>	\$10,000*	\$14,000*	Draft housing element notification email from Commerce that draft element is complete.
Critical areas analysis including but not limited to reviewing existing code and new state requirements for compliance. Anticipated completion date: <i>June 30, 2024</i>	\$5,000	\$2,000	Critical Areas Checklist
Draft Critical Areas Ordinance amendment including but not limited to environmental studies and analysis. Anticipated completion date: <i>December 31, 2024</i>	\$1,000	\$2,000	Draft Critical Areas Ordinance Notification email from Commerce that draft ordinance was submitted for 60-day review
Adopted Critical Areas Ordinance amendment. Anticipated completion date: <i>June 30, 2025</i>	\$0	\$1,000	Adopted Critical Areas Ordinance Notification email from Commerce that adopted ordinance was received
Development Regulations analysis including but not limited to reviewing existing code and new state requirements for compliance. Anticipated completion date: <i>December 31, 2024</i>	\$1,000	\$1,500	Development Regulations Checklist
Draft Development Regulations Ordinance amendment including but not limited to research, studies and analysis to support updated regulations.	\$500	\$3,000	Draft Development Regulations Ordinance Notification email from Commerce that draft ordinance was submitted for 60-day review

Anticipated completion date: <i>June 30, 2025</i>			
Adopted Development Regulations Ordinance amendment Anticipated completion date: <i>June 30, 2025</i>	\$0	\$3,000	Adopted Development Regulations Ordinance Notification email from Commerce that adopted ordinance was received
Finding that the periodic update required by RCW 36.70A.130(b) is complete Anticipated completion date: <i>June 30, 2025</i>	\$0	\$3,000	Resolution/ Ordinance Finding the periodic update required by RCW 36.70A.130(b) is complete Notification email from Commerce that adopted ordinance was received
Total Budget	\$62,500	\$62,500	
Control Number (Total Grant Available)	\$62,500	\$62,500	\$125,000
* Estimated Housing Element and/or housing-related update work expenses	\$36,000	\$14,000	

From: Ian Munce <ianmunce@gmail.com>
Sent: Thursday, January 18, 2024 1:25 PM
To: CityClerk
Subject: 1/22/2024 City Council Agenda Item 6d and 6e (CP and DR Update Scope of Work)-Munce Comments

Good day,

1. PUBLIC PARTICIPATION

I write to recommend a dramatic increase in funding for the public participation process necessary for the Comprehensive Plan and Development Regulation 2024/25 Update. As you are well aware the Housing Action Plan has not been reviewed by the public, Planning Commission, or City Council for vetting and possible inclusion of certain elements into the Comprehensive Plan. Housing is just one of the Growth Management Act's 15 goals, and one that needs to be balanced against the other 14 goals (such as the protection of critical areas, stormwater management, and addressing climate change).

2. SEPA

Nor has the Housing Action Plan been subject to SEPA review. Given the scale and scope of the Housing Action Plan, this SEPA review will most likely necessitate a SEPA Environmental Impact Statement. Accordingly, in my considered opinion the Makers scope of work should not be based on the assumption that "... the existing plan is not anticipated to have a major rewrite...". The scale and scope of the Housing Action Plan alone would constitute a major rewrite, yet alone the changes needed to address climate change.

3. Public Engagement

I seriously doubt that many Anacortes residents have any idea of how much full implementation of the Housing Action Plan would change the character of our neighborhoods, unless carefully tailored and mitigated. You may recall that in question after question in the survey, the majority response was either opposed, need more information, or somewhat support. Under these circumstances I believe that 'old school' mailings and neighborhood by neighborhood public meetings are essential. This is particularly important as Makers Task 5 appropriately calls for "... integrate community design preferences as well as zone-specific preferences". It is not immediately apparent where funding for such extensive outreach, analysis, and specific recommendations will be secured.

Thank you for this opportunity to comment.

Ian S. Munce, AICP
1711 Quail Drive



City Council Agenda Bill

Meeting Date: January 22, **Agenda Item:** 6.e.
2024

Agenda Item Title: Contract Award: 2025 Periodic Comprehensive Plan Update 24-036-PLN-001

Staff Contact(s): LIBBY GRAGE

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Jordan Boggs	Contract Award

Item Summary: City staff seeks City Council approval of a contract with Makers Architecture and Urban Design.

Background:

1. **History:** Consultant services are needed to assist with planning work for the completion of the Growth Management Act requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5).
2. **Key Terms:**
 - Contract is for time and materials not-to-exceed \$100,000.00.
 - The Contractor shall complete the work by December 31, 2025.
3. **Competitive Bidding:** Per RCW 39.80 this engineering consultant was selected from the City's MRSC Architectural, Landscape Architectural, and Engineering Service Roster to provide a proposal for this scope of work, after which a price was negotiated.

Budget Impact:

Contractor	Makers Architecture and Urban Design
Contract Amount	\$100,000.00
Grant #	24-63335-035
Budget Amendment Required?	No
Start Date	Inception
End Date	December 31, 2025

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 24-036-PLN-001 with Makers Architecture and Urban Design in the amount of \$100,000.00 to perform the 2025 Periodic Comprehensive Plan Update.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 24-036-PLN-001
2. Public Comment - 20240118 - Munce



AGREEMENT 24-036-PLN-001
Between
THE CITY OF ANACORTES
AND
MAKERS ARCHITECTURE & URBAN DESIGN

2025 Periodic Comprehensive Plan Update

This Agreement, hereinafter referred to as "Agreement", is made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Makers Architecture & Urban Design, hereinafter referred to as the "Consultant".

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

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

1. **Scope of Work.** Under this Agreement, the Consultant shall assist the City to complete a major periodic update to Comprehensive Plan in compliance with current Growth Management Act requirements, as detailed in Exhibit A, which is attached hereto and incorporated by reference. All work shall be performed under the direction of Libby Grage, or designee, hereinafter referred to as Project Manager.

2. **State Funds.** The City of Anacortes has received funding from the Washington State Department of Commerce and the State of Washington for the performance of this Scope of Work. Therefore, the Consultant agrees to be bound to, and to follow, all applicable terms of Contract 24-036-PLN-002 between the City of Anacortes and the Washington State Department of Commerce, which is attached hereto as Exhibit C and incorporated by reference. The Washington State Department of Commerce and the State of Washington are not liable for claims or damages arising from the Consultant's performance of contract 24-036-PLN-002.

3. **Price and Payment Terms.** The services provided under this Agreement shall be on a time and materials basis not-to-exceed **One Hundred Thousand Dollars (\$100,000.00)**. The billable rates for services provided shall be in accordance with Exhibit B, which is attached hereto and incorporated by reference.

4. **Period of Performance.** The period of performance under this Agreement is from inception through December 31, 2025.

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

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

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

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

6. **Taxes.** The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Consultant must pay all other taxes including, but not limited to: Business and Occupation Tax,

taxes based on the Consultant's gross or net income, or personal property to which the City does not hold title. The City is exempt from Federal Excise Tax. Where applicable the City shall furnish a Federal Excise Tax Exemption certificate.

7. **Invoicing.** All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, **Agreement Number**, Agreement Price, amount requested per invoice and cumulative invoiced amount. Invoices shall include actual hours worked by Period, by Labor Category. The Consultant must invoice MONTHLY for quantities delivered during the invoice period, and no more frequently than monthly, and allow 30 calendar days from receipt of the invoice for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. The City shall notify the Consultant within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Consultant shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

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

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

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

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

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

13. **General and Professional Liability Insurance.**

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

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

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

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

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

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

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

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

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

Verification of coverage shall include:

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

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

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

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

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

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

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

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

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

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

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

21. **Right to Terminate Agreement.**

A. Termination for Default: If the Consultant defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or

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

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

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

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

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

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

26. Disputes

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

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

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

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

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

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

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

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

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

32. **Notices.** Receipt of any notice shall be deemed effective three days after deposit of written notice in the U.S. mail, with proper postage and properly addressed. Notices shall be sent to the following addresses:

CITY:

City of Anacortes
Tiffany Matson
904 6th Street
PO Box 547
Anacortes, WA 98221

CONSULTANT:

Makers Architecture & Urban Design
Bob Bengford
500 Union St., Suite 700
Seattle, WA 98101

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

CITY OF ANACORTES

By _____

Date _____

MAKERS ARCHITECTURE & URBAN DESIGN

By _____

Title _____

Date _____

Exhibit A

Anacortes Comprehensive Plan

Scope of Work

January 8, 2024

Project Goals

- To help Anacortes complete a major periodic update to the Comprehensive Plan in compliance with current Growth Management Act requirements
- To provide a clear direction for the city's growth and development using the latest data, social and economic trends, and community preferences
- To spur a productive community conversation about Anacortes's long-term challenges and opportunities

Project Assumptions

- Regular project meetings will occur with the City staff and consultant team, including at least one representative from each sub-consultant firm
- City staff will lead the assembly of the comprehensive plan, using elements of the plan developed by the consultant team. The consultant's work on its assigned elements will be done in close coordination with City staff.
- City staff will conduct most major public engagement activities. Where consultant team support is needed in-person, the City will seek to consolidate activities to take advantage of consultant team travel days.
- City staff will be supported with engagement resources provided by the consultant team, such as when conducting "road show" presentations to community organizations.

PRIMARY TASKS

Task 1 – Project Initiation

MAKERS will facilitate a hybrid kickoff meeting with City staff and all consultants to confirm project work program, schedule, roles, and communication protocols. Prior to the session MAKERS will send the City a list of requests for all relevant background information necessary for the project, including GIS data and other relevant documents. During this session the consultant team will identify the major issues, high priority plan updates, potential SEPA strategies, and project objectives. The group will discuss outreach goals and key stakeholders and a framework for community engagement. A master project schedule and plan for ongoing coordination will be established to ensure the plan update process complies with City needs, local procedures, and state requirements.

Deliverables:

- Refined schedule
- Project website materials

Schedule:

January or February 2024

Task 2 - Project Participation Plan

MAKERS and City staff will collaboratively prepare a project participation plan that meets expectations for comprehensive plan engagement under the GMA. The plan will prioritize certain activities, to be determined during the project initiation, based on available staff capacity, consultant budget, and the type of engagement anticipated to be needed for a successful comprehensive plan. The plan will assume that City staff lead most or all engagement activities with the consultant providing strategic support, as noted in Task 10 below. The plan will be a living document that is updated as the project progresses and strategies evolve.

Key engagement elements could potentially include (with details to be provided in the public participation plan):

- A joint advisory committee of Planning Commission and City Council members
- One-on-one stakeholder interviews
- Surveys
- Workshops
- Online engagement activities to shadow in-person engagement activities and expand the project's reach
- Project website content (consultants provide strategic information and City staff administer the website)
- Community event attendance/tabling (school events, farmer's market, etc.)
- Road show presentations at neighborhood meetings or other civic groups

Deliverables:

- Public participation plan

Schedule:

- February 2024 for initial draft of the plan
- Engagement activities occur through June 2025

Task 3 – Data Collection and Plan Audit

The consultant team will review the existing Comprehensive Plan's land use, housing, and economic development elements and associated appendices. The elements will be examined with both a big picture lens (overall appearance, usability, organization) and a detailed lens (zooming in to the existing conditions data and goals and policies). The audit will specifically evaluate:

- Existing conditions information and data that is out of date or incorrect, and information available or needed to address it
- Opportunities for text revisions to clarify meaning or use of maps and graphics to convey information more efficiently

- Potential for new and revised goals and policies, those that can be deleted or consolidated based on the City's updated context, and updates to enhance the plan's usability and implementation
- Needs for policy updates based on updated state law, including issues of land use, zoning, and climate change

The consultant team can provide some limited, strategic auditing of other elements upon request of City staff and where there are critical links to the land use, housing, and economic development elements.

The consultant team will also provide support for staff to fill out the Department of Commerce periodic update checklist, as needed. Because the existing plan is not anticipated to have a major rewrite, the consultant team assumes that the existing comprehensive plan is mostly consistent with the checklist. Support may be limited to a focus on the checklist items added or amended by recent legislative changes or updated Commerce guidance.

Deliverables:

- Plan audit document
- Support for Commerce periodic update checklist

Schedule:

February 2024 – April 2024

Task 4 – Land Capacity Analysis

LCG will lead the land capacity analysis. LCG makes the following assumptions:

- Critical areas and floodplain GIS data does not need updating for land capacity analysis review purposes and will be provided by the City
- The most recent GIS shapefiles will be made available by the City. This must include parcel data with assessor values, zoning, and current land use.
- A list of planned and proposed developments will be provided by the City.
- Capital facilities plans and their impact on development potential will be provided by the City.
- Recent permitting data will be provided by the city, including ADU permits/activity if available or applicable.

Task 4A - Baseline Mapping

LCG will gather all relevant GIS shapefiles and assemble a base map. LCG will then summarize the existing built density and average density of development built since the last comprehensive plan was adopted.

Task 4B – Analysis

LCG will develop screening criteria to sort parcels based on development/redevelopment likelihood. Categories will include: vacant, developed but likely to redevelop (underutilized); undevelopable (slopes, wetlands, floodplain, etc.); and constant (unlikely to change). LCG will work with City staff to develop modeling assumptions to determine redevelopment potential by zone for parcels identified as developable. The zoned capacity will be adjusted for capital facilities plan gaps, a market supply factor, and other adjustments as needed.

The buildable land capacity will be compared to population and employment projections to determine whether adequate capacity exists to meet future growth expectations at assumed densities. If a shortfall occurs, the consultant team will discuss reasonable measures that could eliminate the shortfall and update the model accordingly. If any measures involve changing the UGA boundary LCG and MAKERS will support development of documentation per Skagit County Code 14.08.060.

Deliverables:

- Technical memorandum summarizing methodology and analysis results
- Maps and tables
- GIS shapefiles and other supporting data

Schedule:

January 2024 – March 2024

Task 5 – Draft Land Use Goals, Policies, and Future Land Use Map

The team will meet with staff to brainstorm key refinements to existing goals and policies. Coordination with the Planning Commission in this process will also be essential to share preliminary thoughts and provide direction.

MAKERS will draft clear, concise goals and policies to reflect Anacortes's desired future. LCG will update land use conditions as well as population, employment, and future land use capacity analysis. Strategic updates to the future land use map and urban growth areas (in coordination with City staff and Skagit County) will be a component of this update. Consideration of tribal land use and projects will also be key. Another component will be the close examination and updates to the land use designations, which summarize the purpose, principal uses and densities, and implementing zoning for each designation. The updated goals and policies should also integrate community design preferences as well as zone-specific preferences.

Up to two land use alternatives will be developed. The alternatives could be based on different parameters for future development intensity, distribution and concentration of development, or a mix of both, including considerations for the urban growth area. The alternatives could also consider different types of responses to recommendations from the Anacortes Housing Action Plan, such as the review of industrial land capacity and changes to Old Town. The consultant team will provide information about the alternatives as needed to support SEPA review.

The work will also include:

- Integrate relevant countywide planning policies and ensure local goals and policies are consistent
- Update population growth and job growth projections throughout the plan based on county allocations (including transportation analysis zone (TAZ) allocations)
- Estimate population densities and building intensities based on future land uses and housing needs
- Updates per the Sound Choices Checklist
- Give special consideration to achieving environmental justice in goals and policies, including efforts to avoid creating or worsening environmental health disparities (SHB 1181)
- Reduce and mitigate the risk to lives and property posed by wildfires
- Housing Action Plan implementation

Deliverables:

- Two land use element alternatives and concepts
- Land use element text first draft
- Future land use map first draft
- Meeting and presentation materials and corresponding summary of input from each

Schedule:

March 2024 – May 2024

Task 6 – Housing Element Analysis

LCG will lead the work to comply with the latest income-based housing planning under HB 1220, using the results of the Land Capacity Analysis to compare with the Skagit County housing targets by income band. If insufficient capacity is found at any income band, the team will work with the city to propose land use (i.e. zoning) changes to increase capacity for the needed housing types. LCG will also analyze the potential for ADU and middle housing development in the city and include increased capacity for these units enabled by HB 1337 in capacity calculations.

This task will also include an analysis of housing production trends in relation to targets to ensure there are not barriers to production of housing at any income levels (adequate provisions analysis) as well as an analysis of racially disparate impacts to housing access, as outlined in Department of Commerce Guidebooks for updating Comprehensive Plan Housing Elements.

The work will include the following updates required by HB 1220:

- Inventory and analysis of all housing needs
- Identify sufficient capacity of land for identified housing needs
- Make adequate provisions for all housing needs and document barriers to housing availability

- Address racially disparate impacts, displacement, exclusion, and displacement risk. Begin to undo those impacts.
- Supporting emergency shelters and housing through local planning and development regulations

Deliverables:

- Land capacity analysis for housing by income band
- Adequate provisions analysis (analysis of barriers to housing production)
- Racially disparate impacts, anti-displacement, and equity analysis

Schedule:

February 2024 – April 2024

Task 7 – Draft Housing Goals and Policies

Much of this work can build off the extensive existing conditions research, public input, and implementation strategies of the Anacortes Housing Action Plan. The team will meet with staff to brainstorm key refinements to existing goals and policies. Coordination with the Planning Commission in this process will also be essential to share preliminary thoughts and provide direction.

MAKERS and LCG will collaboratively prepare the Housing Element update, including a needs and characteristics inventory that will meet GMA and Countywide Planning Policy requirements. As part of the inventory, the team will review the capacity for different types of housing in Anacortes and how they relate to the community's needs.

The team will draft goals and policies to reflect local housing needs and address the region's growing demand for affordable housing. Key topics anticipated are housing supply and variety (including middle housing), housing affordability, special needs housing, regional collaboration, and monitoring.

The work will include the following updates recommended by the Anacortes Housing Action Plan:

- Development regulation streamlining that provides more housing options
- Guidance on homelessness reduction and prevention
- Policy support for a multi-family tax exemption program, tax increment financing for infrastructure and affordable housing, and transit funding to support housing and economic development
- Policies for the acquisition and disposition of surplus public land for affordable housing, especially city-owned land in downtown and at Sharpe's Corner
- Support for new anti-displacement policies

Deliverables:

- Housing element alternatives and concepts

- Housing element text first draft
- Meeting and presentation materials and corresponding summary of input from each

Schedule:

March 2024 – May 2024

Task 8 – Draft Economic Development Goals and Policies

The team will meet with staff to brainstorm key refinements to existing goals and policies. Coordination with the Planning Commission in this process will also be essential to share preliminary thoughts and provide direction.

LCG will prepare a citywide market analysis and forecast to guide conversations about jobs, housing, and land use conditions across the city. The updated element will emphasize resilience and flexibility, as the economy changes more rapidly than ever before. A long-range plan must balance certainty with adaptability so that it stays relevant not only now, but in the years to come. LCG will address current and emerging economic issues such as the ongoing evolution of online retail, work from home, and post-COVID changes to the business sector. Engagement of the development and business community will also ensure that recommendations are grounded in market and economic reality.

This work will include:

- Updated background Information in Volume II
- Updates to goals/policies to address new growth projections

Deliverables:

- Economic development element alternatives and concepts
- Economic development element text first draft
- Meeting and presentation materials and corresponding summary of input from each

Schedule:

April 2024 – June 2024

SUPPORT TASKS

Task 9 – Other Elements Support

As needed, MAKERS and LCG will be available to strategically support and coordinate other Comprehensive Plan elements led by City staff or other consultants. For example, the land use element's proposed densities and future designations will influence the capital facilities element and the transportation element, and MAKERS can help provide context, background analysis, or suggestions for infrastructure planning. Similarly, the new climate element could influence the land use and housing element policies which may need to further encourage

development patterns which conserve environmental resources or mitigate stronger storms and sea level rise.

Deliverables:

- Meeting and presentation materials, as needed
- Memoranda with recommendations, as needed

Schedule:

January 2024 – June 2025

Task 10 – Public Engagement Support

To be nimble in engagement, it is anticipated that City staff will lead community engagement opportunities while the consultant team is not physically in Anacortes. MAKERS and LCG will provide limited, strategic support to City staff so they are ready to leverage opportunities as they arise, namely community event attendance/tabling road show presentations.

Support from the consultant team includes training and message development, presentations/slideshows, material for the project website, and printable materials such as posters, maps, survey questions, and other activities that are used to collect community input. Training and materials may evolve as the project progresses.

Deliverables:

- Public engagement support materials, as needed

Schedule:

January 2024 – June 2025

Task 11 - SEPA Support

It is assumed that City staff will lead compliance with SEPA for the project. MAKERS will provide support for the SEPA instrument selected to support the Comprehensive Plan update, whether that is an update to the 2016 Comprehensive Plan expanded checklist, an addendum, or other tool. Consultant team support could include providing new technical data, graphics, and text, and helping respond to public comment themes.

Deliverables:

- Advice on selecting the SEPA instrument
- Technical data, graphics, and text needed to support SEPA analysis
- Responses to public comment themes

Schedule:

May 2024 – January 2025

Task 12 - Adoption Support

The consultant team can be available to attend Planning Commission and/or City Council meetings (inclusive of public hearings) during the adoption process, and may be available for support of other meetings that are led by staff. This can be useful to help answer questions or provide additional technical information to ensure a smoother adoption process.

Deliverables:

- Meeting and presentation materials, as needed
- Memoranda with recommendations, as needed

Schedule:

May 2024 – June 2025

Exhibit B

Anacortes Comprehensive Plan Budget

		MAKERS			LCG		Task Totals
		Partner-in-Charge	Project Manager	Planning Support	Senior	Associate	
		Hourly rate	\$235	\$155	\$115	\$235	\$160
Primary Tasks							
1	Project initiation	4	4	8	4	4	\$ 4,060
2	Project participation plan	2	4	8	0	0	\$ 2,010
3	Data collection and plan audit	2	8	20	4	12	\$ 6,870
4	Land capacity analysis	6	12	6	8	40	\$ 12,240
5	Draft land use goals, policies, and future land use map	14	40	36	4	24	\$ 18,410
6	Housing element analysis	4	14	16	8	40	\$ 13,230
7	Draft housing goals and policies	10	16	16	4	16	\$ 10,170
8	Draft economic development goals and policies	2	4	0	8	16	\$ 5,530
Support Tasks							
9	Other elements support	8	8	12	4	8	\$ 6,720
10	Public engagement support	4	12	16	0	0	\$ 4,640
11	SEPA support	4	12	16	4	24	\$ 9,420
12	Adoption support	4	12	2	4	4	\$ 4,610
Travel expenses							\$ 2,000
TOTAL							\$ 99,910
Individual hours		64	146	156	52	188	
Task hours			366			240	
Firm fees			\$55,610			\$42,300	

From: Ian Munce <ianmunce@gmail.com>
Sent: Thursday, January 18, 2024 1:25 PM
To: CityClerk
Subject: 1/22/2024 City Council Agenda Item 6d and 6e (CP and DR Update Scope of Work)-Munce Comments

Good day,

1. PUBLIC PARTICIPATION

I write to recommend a dramatic increase in funding for the public participation process necessary for the Comprehensive Plan and Development Regulation 2024/25 Update. As you are well aware the Housing Action Plan has not been reviewed by the public, Planning Commission, or City Council for vetting and possible inclusion of certain elements into the Comprehensive Plan. Housing is just one of the Growth Management Act's 15 goals, and one that needs to be balanced against the other 14 goals (such as the protection of critical areas, stormwater management, and addressing climate change).

2. SEPA

Nor has the Housing Action Plan been subject to SEPA review. Given the scale and scope of the Housing Action Plan, this SEPA review will most likely necessitate a SEPA Environmental Impact Statement. Accordingly, in my considered opinion the Makers scope of work should not be based on the assumption that "... the existing plan is not anticipated to have a major rewrite...". The scale and scope of the Housing Action Plan alone would constitute a major rewrite, yet alone the changes needed to address climate change.

3. Public Engagement

I seriously doubt that many Anacortes residents have any idea of how much full implementation of the Housing Action Plan would change the character of our neighborhoods, unless carefully tailored and mitigated. You may recall that in question after question in the survey, the majority response was either opposed, need more information, or somewhat support. Under these circumstances I believe that 'old school' mailings and neighborhood by neighborhood public meetings are essential. This is particularly important as Makers Task 5 appropriately calls for "... integrate community design preferences as well as zone-specific preferences". It is not immediately apparent where funding for such extensive outreach, analysis, and specific recommendations will be secured.

Thank you for this opportunity to comment.

Ian S. Munce, AICP
1711 Quail Drive



City Council Agenda Bill

Meeting Date: January 22, **Agenda Item:** 6.f.
2024

Agenda Item Title: Contract Modification: Commercial Ave Corridor Plan Phase 1 - 11th St to 13th St Design #19-095-TRN-001

Staff Contact(s): Andrew Rheaume, ROBERT HOXIE

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
TIFFANY MATSON	Contract Modification

Item Summary: City staff seeks Council consent to issue a contract modification to Alta Planning + Design, Inc. in the amount of \$384,145.00, increasing the total contract price to \$890,632.00, to account for completion of 30% Design, including final approval of the Channelization Plan by WSDOT, and fully fund work through the 60% Design, including right-of-way services for the Commercial Avenue Project, from 11th Street to 13th Street including intersections.

Background:

- 1. Reason for Contract Change:** This modification allow us to get to 60% design and move into property acquisition phase and final design phase.
- 2. History:** The City of Anacortes, along with the consultant team led by Alta Planning + Design, is preparing Final PS&E Documents for the Commercial Avenue Project, from 11th Street to 13th Street including intersections. The original scope of services for the project did not include detailed scope and fee beyond 30% design in order to prepare a scope and fee that better reflected the outcomes of conceptual design. The original scope of services, including conceptual design, also did not originally anticipate a roundabout design option for the intersection of Commercial Avenue and 12th Street. On February 1st 2021, Anacortes City Council provided direction to proceed forward with the design of a roundabout at the intersection of Commercial Avenue at 12th Street.
- 3. Key Terms:**
Work will be performed on a time and materials basis not-to-exceed \$890,632.00.
- 4. Competitive Bidding:** Per RCW 39.80 this engineering consultant was selected from the City's MRSC Architectural, Landscape Architectural, and Engineering Service Roster to provide a proposal for this scope of work, after which a price was negotiated.

Budget Impact:

Consultant	Alta Planning + Design, Inc.
Original Agreement Amount	\$334,154.00
Modification 01 executed 3/9/20	\$20,000.00
Modification 02 executed 6/26/20	\$12,876.00
Modification 03 executed 5/12/21	\$119,457.00
Modification 04 executed 11/2/22	\$20,000.00
Modification 05 executed 1/10/24	No cost time extension
Current Agreement Amount	\$506,487.00
Change Per this Modification	\$384,145.00
Total After Modification	\$890,632.00
Earmarked Funds	\$2,250,000 in Secured Grant Funding
BARS #	105.720.595.30.63
Paid on Contract as of 1/16/24	\$419,173.65
Budget Amendment Required?	No
Start Date	Contract execution
End Date	12/31/24

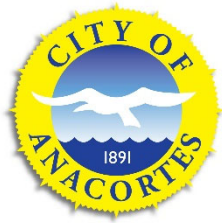
Previous Action: Council approved contract [19-095-TRN-001](#) at the [9/23/2019](#) Council meeting. [Modification 03](#) was approved at the [4/26/21](#) meeting. [Modification 04](#) was approved at the [10/10/22](#) meeting.

Recommended Motion: I move that City Council authorize the Mayor to sign a contract modification with Alta Planning + Design, Inc., under Contract 19-095-TRN-001, in the amount of \$384,145.00, increasing the total contract price to \$890,632.00.

Alternative Actions: Not approve the contract modification.

Attachments (listed in order presented):

1. 19-095-TRN-001 Mod 06



**Contract Number 19-095-TRN-001
MODIFICATION 06**

Date January 22, 2024
Page 1 of 1 Page

Contract Title Commercial Ave Corridor Plan Phase 1 - 11th St to 13th St Design
Consultant Alta Planning + Design, Inc.

BACKGROUND

This modification increases the scope of work to account for completion of 30% Design, including final approval of the Channelization Plan by WSDOT, and fully fund work through the 60% Design, including right-of-way services. Accordingly, the Contract price will increase from \$506,487.00 by \$384,145.00 to \$890,632.00, and the following changes are incorporated under this contract:

Article 1. Scope of Work: Insert the following sixth paragraph under Article 1:

"In addition to the services described above, the Consultant shall provide completion of 30% Design, including final approval of the Channelization Plan by WSDOT, and 60% Design, including right-of-way services services, as detailed in the attached Exhibit F, which is hereby incorporated by reference and made a part hereof."

Article 2. Price and Payment Terms: Delete in its entirety and insert the following:

"The work performed under this Agreement shall be performed on a time-and-materials (T&M) basis not-to-exceed **Eight Hundred Ninety Thousand Six Hundred Thirty-Two Dollars (\$890,632.00)**. This price of reflects an original contract price of \$334,154.00 as detailed in Exhibit A, a price of \$20,000.00 for Modification 01 and as detailed in Exhibit B, a price of \$12,876.00 for Modification 02 as detailed in Exhibit C, a price of \$119,457.00 for Modification 03 as detailed in Exhibit D, a price of \$20,000.00 for Modification 04 with hourly rates detailed in Exhibit E, and a price of \$384,145.00 for Modification 06 with hourly rates detailed in Exhibit F."

All other terms of the contract remain unchanged.

CITY OF ANACORTES

ALTA PLANNING + DESIGN, INC.

By _____
Matt Miller, Mayor

By _____

Date _____

Title _____

Date _____

Original Agreement Amount	<u>\$334,154.00</u>	Original Contract Completion Date	<u>7/31/2021</u>
Current Agreement Amount	<u>\$506,487.00</u>	Current Contract Completion Date	<u>12/31/2024</u>
Change Per this Modification	<u>\$384,145.00</u>	Net Change	<u>0 Days</u>
Total After Modification	<u>\$890,632.00</u>	Contract Completion Date After Change	<u>12/31/2024</u>

AGREEMENT 19-095-TRN-001

EXHIBIT F

Alta Planning + Design

City of Anacortes, WA

Commercial Avenue 11th Street to 13th Street Final Design

Introduction

The City of Anacortes (CLIENT), along with the consultant team led by Alta Planning + Design (CONSULTANT) will be preparing Final PS&E Documents for the Commercial Avenue Project, from 11th Street to 13th Street including intersections. During initial scoping, a budget was estimated for the 60/90/Final Design tasks with the assumption, as noted in original scope, that those phases would be scoped in detail upon determination of the preferred 30% Design Concept. This scope amendment accounts for completion of 30% Design, including final approval of the Channelization Plan by WSDOT, and fully funds work through the 60% Design, including right-of-way services.

During conceptual design, the CLIENT authorized Alta to re-allocate funding to other work efforts in order to continue progress on the project. This included, but was not limited to: additional survey, numerous iterations of the roundabout concept to consider different ideas and perspectives provided by CLIENT and elected officials, WSOT Channelization Plan coordination and project submittal, preparation of CMAR and Complete Street forms for WSDOT compliance. These efforts were completed using existing project budget in an effort to continue progress towards a 30% concept where a full, comprehensive work order could be completed, as initially anticipated. Additionally, since commencement in 2019, CONSULTANT rates have remained the same. As of 11/21/23, current remaining budget on the contract is \$63,920.43. This remaining budget will be applied towards this Final Design scope of services.

Additionally, a previous amendment provided an on-call funding source for right-of-way services, Task 08, in order to preliminarily assess potential right-of-way impacts associated with conceptual design. This scope amendment includes full right-of-way services associated with the assessment and negotiation of probable right-of-way associated with the preferred alternative, accounted for under Task 8.2.

Finally, we are requesting an update to 2023/4 rates for CONSULTANT. Those rates have been used to prepare the fee for this scope of services.

The following scope amendment is in addition to the original scope. Areas of the initial scope that have been fulfilled and completed are noted for clarity. It is assumed that scoping text within this document fully replaces existing scope of services and will be used for project design moving forward.

Scope of Services Purpose

The overall purpose of this Scope of Services is to define CONSULTANT services to provide preliminary design through Final PS&E beyond what was originally scoped as part of the project. This Scope of Services will also provide for the necessary management oversight of the development of the project's preliminary and final design phases.

The following major tasks will be completed by the CONSULTANT:

Task 1 – Project Management

Task 2 – Conceptual Street Design Preparation

Task 3 – 30% Preliminary Design Preparation

Task 4 – Compliance

Task 5 – 60% Construction Documents

Task 6 – Hold for Final Design 90% and 100% Plans Not Included in Scope

Task 7 – Animation (Complete)

Task 8 – Right-of-Way

Assumptions:

1. CONSULTANT reserves the opportunity to shift budget between work tasks and the subconsultant tasks upon written notice to the project manager and their written consent.
2. Construction observation and/or administration may be negotiated under a supplemental agreement.
3. Assumes CLIENT will perform all FHWA, WSDOT, and other agency reporting requirements
4. Assumes CLIENT will perform all permitting and SEPA requirements, with document and data support from CONSULTANT
5. CLIENT to define the design vehicle for intersection design
6. Street and/or pedestrian lighting is included the scope of the project

TASK 1: PROJECT MANAGEMENT

CONSULTANT will manage technical aspects of the plan, including quality assurance and quality control, and will provide monthly reports on the status of the project budget, work effort progress, and schedule. Federal funding is not anticipated.

Throughout the project, there will be ongoing coordination between the CONSULTANT's Project Manager, and the CLIENT's Project Manager – including email, telephone calls, and written communication to keep CLIENT apprised of progress.

1.1 Coordination with CLIENT

CONSULTANT will coordinate regularly with the CLIENT project manager to inform about project progress, project issues and schedule. Regular communication with CLIENT will occur on a biweekly basis. This work element will also include preparing an Action Items Log and keeping it updated throughout the project.

CONSULTANT will conduct bi-weekly, half-hour conference check-in calls (up to 12 additional calls) throughout the project's duration. The CONSULTANT will prepare bulleted conference call summaries and action items.

1.2 Project Schedule, Budget, and Team Management

CONSULTANT will develop an overall project schedule, which will include a detailed schedule for the project phases through 100% construction documents. CONSULTANT will prepare a draft and final schedule for CLIENT review. CONSULTANT will keep the schedule updated as the project progresses. CONSULTANT will manage subconsultant budgets, monitor staff and CONSULTANT team, manage change and prepare amendments, and monitor work progress under this task.

1.3 Project Reports and Invoices

CONSULTANT will prepare monthly progress reports that describe the work items and percentage of work items that were accomplished during a given month, as well as a forecast of work to be completed over the following month. Progress report will include a status of budget, spent, and remaining for each individual task. The monthly progress reports will identify issues or problems that may occur in any given month and proposed resolutions. CONSULTANT will submit these monthly progress reports to the CLIENT Project Manager with the monthly invoices. The monthly invoices will document Individual tasks. CONSULTANT Project Manager will notify CLIENT Project Manager, in writing (memo format), of any out of scope and/or budgetary issues that are inconsistent with this Scope of Services.

Assumptions

- This contract duration shall be no longer than December 20, 2024.
- Maximum of two project schedule updates will be prepared.

CITY Deliverables	CONSULTANT Deliverables
• Ongoing tracking of CLIENT activities • Oversee CLIENT-led deliverables	• Monthly progress reports and invoices • Project Management Plan including: Detailed critical path schedule with meeting dates and milestones • Contact list and protocols for project management and communication

TASK 2: CONCEPTUAL STREET DESIGN PREPARATION

2.1 Data Collection and Opportunities & Constraints

This section left intentionally blank, as it was developed previously.

2.2 Project Kickoff

This section left intentionally blank, as it was developed previously.

2.3 Topographic Survey

This section left intentionally blank, as it was developed previously.

2.4 Geotechnical Memo (provided by CLIENT)

This section left intentionally blank, as it was developed previously and is complete.

2.5 Conceptual Street Design

This section left intentionally blank, as it was developed previously and is complete.

2.6 Public Engagement & Elected Official Briefings

2.6.1 Open Houses. This section left intentionally blank, as it was developed previously and is complete.

2.6.2 City Council Presentations. CONSULTANT will prepare for and present at up to 5 additional City Council presentations. Schedule and subjects to be determined. It is assumed that presentations will be conducted virtually.

2.6.3 Online Public Engagement. CONSULTANT will update the project website at 30%, 60%, 90%, and construction start with updated design drawings or materials suitable for the public. It is assumed that no separate materials will be prepared for updating, but that the website will use already prepared documents/drawings. It is also assumed that public engagement will shift from consensus building to information distribution phase.

2.6.4 Demonstration Project. This section left intentionally blank, as it was removed from scope during COVID-19 Pandemic and replaced with virtual engagement.

CLIENT Deliverables	CONSULTANT Deliverables
• Advertise event • Secure meeting venue • Meeting attendance • Oversee CLIENT-led deliverables	• Additional topographic survey. • Attendance by up to two (2) Consultant team members at up to five (5) additional City Council meetings. • Update project website with recent drawings at 30%, 60%, 90%, and Construction start.

TASK 3: PRELIMINARY DESIGN (30%)

3.1 Preliminary Design Plans

CONSULTANT will prepare 30% design plans in accordance with current WSDOT LAG Manual and the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction. The design plans will be prepared based on the selected preferred alternative from the preliminary design stage. The plans will be prepared on 22"X34" (or 24"X36") sheets at a minimum scale of 1"=40'.

Specific preliminary plans are anticipated to consist of:

- Cover Sheet (1 sheet)
- Legend Sheet (1 sheet)
- Roadway Plan (5 sheets)
- Channelization and Signage (5 sheets)

Prior to submittal of 30% set for City approval, Consultant will first submit the Channelization Plan to WSDOT for required approval process. Channelization Plan will include preparation of CMAR and BOD Forms, along with the WSDOT Complete Streets Checklist. Level of revisions can vary, but scope accounts for up to three (3) rounds of revisions with WSDOT, three (3) comment resolution meetings with WSDOT, and WSDOT coordination throughout the Channelization Plan approval process.

Assumptions

- Pavement design will be developed with this phase of work under this scope of services
- There are likely impacts to utilities, including storm, that have yet to be fully determined. Additional change orders may be needed as design progresses.

3.2 Opinion of Construction Costs

This work element will include preparing 30% level quantities and Opinion of Construction Costs. The opinion of costs will identify bid items that are intended to be Special Provision items. The opinion of costs will include an inflation factor for the anticipated year of construction (2024).

CLIENT Deliverables	CONSULTANT Deliverables
• Meeting attendance • Oversee CLIENT-led deliverables • Single list of non-contradictory comments on draft 30% design set	• Channelization Plan Submittal to WSDOT • Up to three (3) rounds of revisions to Channelization Plan • Up to three (3) WSDOT Comment Resolution Meetings • Draft and Final 30% Design Plans • 30% Opinion of Construction Costs • Storm drainage memo • In-person meeting with CLIENT Project Manager and Senior CLIENT Staff to review 30% design. •

Task 4: Compliance

4.1 Permitting Support

CONSULTANT shall provide support to CLIENT permitting and compliance efforts, including tabulation of quantities and excerpts of Preliminary Design plans. It is assumed that CITY will be leading environmental permitting and SEPA, with support from CONSULTANT.

4.2 Traffic Analysis

Traffic memorandum assessing conceptual alternatives identified in original scope is complete. Consultant will conduct a traffic assessment of queueing patterns at the eastern leg of the proposed roundabout at 12th Street and Commercial Avenue (Safety entrance). Additionally, Consultant will conduct a traffic assessment of the 11th Street and Commercial Avenue intersection for the possibility of changing stop control patterns (i.e., four-way stop). These assessments will be documented in a brief memorandum that will be included as an appendix within the original project traffic analysis report.

Assumptions:

1. This scope assumes that no NEPA or FHWA documentation or coordination is required. This scope of work will need to be amended if federal funding becomes available or WSDOT determines that additional documentation is required.
2. It is assumed that each document will undergo two (2) rounds of review by the project team, and CLIENT. Preparation of additional drafts may require an amendment to this scope and budget.
3. CLIENT will conduct all government-to-government consultation with tribal governments, if needed.
4. An archaeological survey is not included in this scope of work.
5. It is assumed that no properties will need to be documented on Historic Property Inventory forms.
6. The CLIENT will provide any other relevant information concerning site conditions, including previous environmental reports, if available.
7. The CONSULTANT shall provide all deliverables electronically in WORD and PDF formats.

CLIENT Deliverables	CONSULTANT Deliverables
Preparation of SEPA Preparation of environmental permitting	- Tabulations and plan excerpts for CLIENT insertion in permit documents. - Addendum to already completed Traffic Memorandum assessing Safeway entrance and 11th Street at Commercial Ave intersection.

Task 5: 60% Construction Documents

5.1: 60% Construction Documents

The 60% design plans will include information necessary to satisfy the requirements of WSDOT constructability review (~60% design). As part of this submittal major design elements will be completed including:

- horizontal and vertical geometry and superelevation
- underground & overhead utility conflicts identified and resolved
- 3D modeling reflective of design completed such that conflicts and areas requiring further design effort are identified.

Plans and designs for the proposed improvements will be developed using already obtained topographical survey data. Alta assumes the right to rely on data provided by others without independent verification. Plans for the proposed improvements will be developed in accordance with WSDOT Standard Specifications at a scale of 1"=40'.

To satisfy the above requirements the following sheets are expected to be included in the plans set:

- a. Cover (1 sheet)
- b. Index (1 sheet)
- c. Legend and Abbreviations (1 sheet)
- d. General Notes (1 sheet)
- e. Geometry Layout Plan/Survey Benchmarks & Ties (2 sheets)
- f. Typical Sections to illustrate the proposed pavement section and widths of roadway, cross slopes, and other section attributes. (4 sheets)
- g. Site Preparation Plan (5 sheets)
- h. Temporary Erosion and Sediment Control (TESC) Plan with cut and fill lines and clearing limits identified (5 sheets)
- i. Grading Plans (5 sheets)
- j. Utility Plans (5 sheets)
- k. Utility Details (3 sheets)
- l. Lighting Plans (5 sheets)
- m. Lighting Details (3 sheets)
- n. Paving Plan (5 sheets)
- o. Plans and Profiles (10 sheets)
- p. Miscellaneous Details appropriate for the project design, including detailed curb ramp enlargements for ADA ramps (7 sheets)
- q. Channelization Plan (5 sheets)
- r. Channelization Details (1 sheet)
- s. Signing Plan for the proposed improvements as per the National Manual on Uniform Traffic Control Devices (MUTCD) and the Washington Administrative Code revisions to the Manual on Uniform Traffic Control Devices. Should there be a desire for wayfinding signage to be added to the contract, the scope can be expanded under an additional work order, as necessary. (5 sheets)
- t. Signage Table and Details (2 Sheets)
- u. RRFB Signal Plans (1 Sheet)
- v. RRFB Detail (1 sheet)
- w. Traffic Control Notes and Plans (3 sheets)
- x. Landscaping Plans (5 sheets)
- y. Landscaping Notes and Details (2 sheets)
- z. Irrigation Plans (5 sheets)
- aa. Irrigation Details (2 sheets)

In addition to plans, a preliminary run list of specifications will be included for review. This list will include the specifications anticipated to be used for the project.

With each submission, it is expected that City staff will review and provide a consolidated and internally consistent set of comments to be incorporated in the next plan set. It is assumed that Client review time will be ten (10) business days per submittal. Comment responses will be provided to the City and WSDOT with comments incorporated in subsequent sets, where appropriate.

5.2 Opinion of Construction Costs

Alta will prepare a detailed construction cost estimate based on the most recently available WSDOT weighted average unit prices, historic unit pricing, or other cost information supplied by the city after the initial comments have been received and incorporated into the design. The estimate is assumed to be unit price bid. The estimate will be of sufficient detail so that all major pay items (using WSDOT standard specification pay items) are identified to approximate the project's total construction cost.

CLIENT Deliverables	CONSULTANT Deliverables
60% comments on plans, specs, and estimate within ten (10) business days of submittal	60% Design Plans 60% Construction Cost Estimate - Preliminary Specifications list

Task 6: Final Design 90% and 100% Construction Documents (Future Task)

6.1: Final Design 90% and 100% Plans

Preparation of Final Design 90% and 100% Plans is not included in this scope amendment. Scoping of Final Design 90% and 100% Plans will occur after right-of-way implications are better known and assessed.

CLIENT Deliverables (Future)	CONSULTANT Deliverables (Future)
90% comments on plans, specs, and estimate within ten (10) business days of submittal	90/100% Design Plans 90/100% Construction Cost Estimate 90/100% Specifications list

TASK 7: ANIMATION (TASK COMPLETE)

This section left intentionally blank, as it was developed previously.

TASK 8: RIGHT-OF-WAY

8.1 Right-of-Way On-Call

This section left intentionally blank, as it was developed previously. Task will be considered complete upon authorization of this work order. All additional right-of-way services will correspond to subtasks within Task 8.

8.2 Title and Analysis

CONSULTANT will conduct the following in support of Title acquisition and assessment:

- Obtain on behalf of the CITY, preliminary title commitments and 50-year title delineation, if necessary
- Review Title and prepare list of encumbrances
- Coordinate with City and Engineer to Identify encumbrances to be cleared from Title

8.3 Appraisal

CONSULTANT will conduct the following as part of project appraisal:

- Assist with scoping for Appraisal
- Contract with Appraisal, and Appraisal Review firms and oversee appraisal process up to four appraisals
- Appraisal coordination with City and Engineer
- Prepare Administrative Offer Summary (AOS) reports for one or more parcels that meet the threshold for AOS, should appraisal not be required

8.4 Property Acquisition Services

CONSULTANT will conduct the following property acquisition services:

- Develop Right of Way Cost Estimate for WSDOT approval
- Obtain rights of entry, if necessary.
- Attend and facilitate public meetings, stakeholder outreach, and any public presentations that may be required
- Draft all real estate documents based on format approved by the CITY
- Coordinate with WSDOT and follow City's approved Right of Way Procedures, as required
- Perform landowner contact and all negotiations to acquire real property, to standards required by the CITY and WSDOT LAG Manual
- Negotiate and acquire permanent and temporary property rights from up to six parcels (5 owners)
- Open and oversee escrow, or facilitate document recording and real property transfer to CITY
- Close out files and certify real estate, as may be required by the funding source
- Assist with obtaining Possession and Use agreements, if required
- Close out files and certify real estate, as may be required by funding source

8.5 Relocation Services

CONSULTANT will conduct the following relocation services, if needed:

- Draft relocation plan
- Perform Displacee occupancy survey
- Draft all required notices
- Provide 90-Day Assurance notice to vacate simultaneous with the delivery of relocation benefits package.
- Provide on-going guidance and advisory services to Displacee
- Coordinate and monitor moves for all Displacee
- Compute and submit the request for relocation housing/rental supplement or business claims

Task 8 Assumptions

- 1) Relocation Services for one Displacee included in this Scope of Services.
- 2) Quiet title - If title analysis results in encumbrances or questions requiring further quiet title activities, a scope amendment will address the additional work required to clear or quiet title.

- 3) CLS will obtain preliminary title reports on behalf of the City from Stewart Title Guarantee Company.
- 4) CLS will obtain a property appraisal to value the proposed acquisition area. Should the acquisition be “simple” in nature and within statutory limitations for Administrative Offer Summary (AOS), an AOS may be prepared by CLS in lieu of a formal appraisal.
- 5) Eminent Domain support is not included under this Scope of Work. If City requires Eminent Domain proceedings to acquire, a scope amendment will provide for services during Condemnation.

CLIENT Deliverables	CONSULTANT Deliverables
• Coordination with and direction for CONSULTANT during right-of-way process.	• Obtain and assess Title • Obtain formal appraisal • Property acquisition services • Relocation services, if needed

Fees

The following are the proposed fees through 60% Design, including right-of-way support services. As of 11/21/23, there is \$63,920 remaining on the current contract which will be applied to the total effort to complete, listed below. The application of budget remaining results in a total contract amendment of \$384,145.

Task	Proposed			Total
	Alta	TSI	CLS	
Task 01: Project Management	\$16,446	\$19,612	\$0	\$36,058
Task 02: Conceptual Design	\$7,551	\$0	\$0	\$7,551
Task 03: Preliminary Design (30%)	\$26,465	\$65,270	\$0	\$91,735
Task 04: Compliance	\$18,361	\$16,259	\$0	\$34,620
Task 05: 60 Percent Design	\$182,699	\$22,200	\$0	\$204,899
<i>Task 06: Hold for Final Design (Future)</i>	\$0	\$0	\$0	\$0
Task 07: Animation (Complete)	\$0	\$0	\$0	\$0
Task 08: Right-of-Way	\$4,202	\$0	\$36,000	\$40,202
Labor Totals	\$255,724	\$123,341	\$36,000	\$415,065
Expense Totals	\$1,500	\$500	\$31,000	\$33,000
Total (To Complete)	\$257,224	\$123,841	\$67,000	\$448,065
Budget Remaining in Contract	\$63,920	0	\$0	\$63,920
AMENDMENT TOTAL	\$193,304	\$123,841	\$67,000	\$384,145



Alta 2024 Fee Schedule

2024 Key Staff Hourly Billing Rates

Name	Classification	Hourly Billing Rate
Adrian Esteban, P.E.	Principal Engineer	\$285.00
Kristi DiCoco, P.E.	Principal Engineer	\$265.00
Brandon Gonzalez, AICP	Principal Planner	\$255.00
Madeline Muller, P.E.	Engineer Designer III	\$175.00
John Boucher, P.E.	Engineer Designer II	\$160.00
Mike Rose, PLA	Principal Designer	\$305.00
James Powell, PLA	Principal Designer	\$265.00
Daniel Blair	Landscape Designer III	\$140.00
Julie Lo	Project Coordinator	\$115.00

Expenses

Item	Markup
Reimbursable Expenses	• No Markup
Sub-Consultant Invoices	• No Markup



City Council Agenda Bill

Meeting Date: January 22, **Agenda Item:** 6.g.
2024

Agenda Item Title: Contract Award: Replacement of Fire Truck #220 #24-037-ERR-001

Staff Contact(s): Andrew Rheaume, WIL LUDEMANN

Approved for Submittal to Council by **Action Type**
TIFFANY MATSON Contract Award

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$1,122,013.06 to Hughes Fire Equipment Inc. for the Replacement of Fire Truck #220. The contract piggybacks on HGAC contract #FS12-23.

Background:

1. History: This is a standard 20 year replacement of a Fire truck. currently 46 month build time. As it is this truck will arrive 1-2 years after planned replacement timeframe. In an effort to keep our Fire fleet effective and reliable we need to adhere to our replacement plans.

2. Key Terms:

- Total contract price of \$1,122,013.06.
- Estimated delivery within 45.5-50.5 months.

3. Competitive Bidding: The City has a cooperative purchasing agreement with HGACBuy and is procuring this purchase through contract [FS12-23](#).

Budget Impact:

Vender	Hughes Fire Equipment Inc.
Contract Amount	\$1,122,013.06
BARS #	501.790.594.48.60
Earmarked Funds	2027 budget so no approved budget at the moment but it's in the ER replacement fund.

Budget Amendment Required?	No
----------------------------	----

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 24-037-ERR-001 with Hughes Fire Equipment Inc. in the amount of \$1,122,013.06 for the Replacement of Fire Truck #220.

Alternative Actions: Not approve the contract.

Attachments (listed in order presented):

1. 24-037-ERR-001

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the “Agreement”), made and entered into by and between Hughes Fire Equipment Inc. (“Company”), and City of Anacortes, a Municipality (“Customer”) is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **“Product”** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Company pursuant to the Specifications.
- b. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Company Proposal for the Product prepared in response to the Customer’s request for proposal.
- c. **“Company Proposal”** means the proposal provided by Company attached as Exhibit C prepared in response to the Customer’s request for proposal.
- d. **“Delivery”** means the date Company is prepared to make physical possession of the Product available to the Customer.
- e. **“Acceptance”** The Customer shall have the opportunity, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications; unless Company receives a Notice of Defect within the time frame described in Section 8(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Company’s sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by both Customer and Company (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer’s Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$1,122,013.06 (“Purchase Price”). Prices are in U.S. funds. A credit card convenience fee will be added to the purchase price if the Customer elects to make purchase of the Product in whole, or in part, using a credit card. The cost of the convenience fee will be determined prior to processing credit card.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Company incorporate a change to the Products or the Specifications for the Products by delivering a change order to Company; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Company to evaluate the feasibility of such change (“Change Order”). Within [seven (7) business days] of receipt of a Change Order, Company will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Company shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Company’s authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Company; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 45.5 to 50.5 months of the Effective Date of this Agreement, F.O.B. Customer’s facility in Anacortes, WA. Risk of loss shall pass to Customer upon Delivery. Delivery of Product is subject to change pending manufacture’s delivery schedule at time of order placement. Notification of change will be sent to Customer’s address specified in Section 9 hereof. (b) Inspection and Acceptance. Upon

Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Company with written notice sufficient to permit Company to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Company within thirty (30) days from the Notice of Defect. In the event Company does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Company

Hughes Fire Equipment Inc.

910 Shelley Street

Springfield, Oregon 97477

Customer

City of Anacortes

PO Box 547

Anacortes, WA 98221

10. Standard Warranty. Any applicable manufacturer warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Company's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER COMPANY, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Company be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Company's own negligence, or otherwise.

11. Persistent Inflationary Environment. If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.

12. Force Majeure. Neither Party shall be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond the Party's control which make the Party's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, pandemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

13. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Company fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy

or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) either Party is in default or has breached any other contract or agreement with the other Party.

14. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Company until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Company until the Purchase Price for that Product has been paid in full. In case of any default in payment, Company may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

15. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

16. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

17. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Oregon.

18. Federally Funded Purchases. Company is registered with SAM.gov, is in good standing for purchases utilizing federal funds, and has no past, pending, or threatened litigation that would impact its ability to fulfill the obligations committed herein.

19. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative.

20. Conflict. In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.

Accepted and agreed to:

COMPANY: Hughes Fire Equipment Inc.

CUSTOMER: City of Anacortes

Name: _____

Name: Matt Miller

Title: _____

Title: Mayor

Date: _____

Date: _____

Signature: _____

Signature: _____

EXHIBIT A

PURCHASE DETAIL FORM
Hughes Fire Equipment Inc.

Date: _____

Customer Name: City of Anacortes

Quantity	Chassis / Body Type – Description	Price per Unit
One (1)	Pierce Enforcer Pumper DHE389	\$1,058,354.00
Less	Chassis progress payment discount	(16,569.00)
Less	Payment upon completion at factory discount	(10,523.00)
	Subtotal	\$1,031,262.00
Plus	Washington state sales tax @ 8.50%	87,657.27
Plus	Washington state motor vehicle tax 0.30%	3,093.79
	TOTAL	\$1,122,013.06

Warranty Period: Standard per HFE Proposal DHE389 dated January 11, 2024

Training Requirements: Standard per HFE Proposal DHE389 dated January 11, 2024

Other Matters: (a) A performance bond will be provided after order placement. (b) Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible. (c) City of Anacortes, Washington has contracted to purchase a Pierce Manufacturing Inc. fire apparatus from Hughes Fire Equipment, Inc. utilizing the HGAC FS12-23 contract.

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any manufacturer available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: A chassis progress payment in the amount of \$552,295.00 is due 90 days prior to the ready for pick up from factory date. An invoice will be provided 30 days prior to the due date. If payment isn't made when due \$16,569.00 will be added to the final invoice. Final payment, including any changes made during the manufacturing process, is due upon completion of the apparatus at the factory and prior to the apparatus leaving the factory for delivery.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Company substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Oregon.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF _____, 2024 BETWEEN COMPANY AND CITY OF ANACORTES WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY COMPANY HEREIN.

EXHIBIT B

WARRANTY

STANDARD PER HFE PROPOSAL DHE389 DATED JANUARY 11, 2024

EXHIBIT C

COMPANY PROPOSAL

STANDARD PER HFE PROPOSAL DHE389 DATED JANUARY 11, 2024

Proposal for **City of Anacortes**

Prepared by **Hughes Fire Equipment, Inc**

01/11/2024



PERFORM. LIKE NO OTHER.™

Hughes Fire Equipment Inc. ("Company") is pleased to submit proposal DHE389 to the City of Anacortes ("Owner" or "Customer") for a **Pierce® triple combination pumper** per your request for quotation. The following paragraphs will describe in detail the apparatus, construction methods, and equipment proposed. This proposal will indicate size, type, model and make of components parts and equipment, providing proof of compliance with each and every item (except where noted) in the departments advertised specifications.

PIERCE MANUFACTURING ("Pierce" or "Manufacturer") was founded in 1913. Since then we have been building bodies with one philosophy, "BUILD THE FINEST". Our skilled craftsmen take pride in their work, which is reflected, in the final product. We have been building fire apparatus since the early "forties" giving Pierce Manufacturing over 75 years of experience in the fire apparatus market. Pierce Manufacturing has built and put into service more than 62,500 apparatus, including more than 33,900 on Pierce custom chassis designed and built specifically for fire and emergency applications. Our Appleton, Wisconsin facility has over 870,000 total square feet of floor space situated on approximately 105 acres of land. Our Bradenton, Florida facility has 300,000 square feet of floor space situated on approximately 38 acres of land.

Our beliefs in high ethical standards are carried through in all of our commitments and to everyone with whom we do business. Honesty, Integrity, Accountability and Citizenship are global tenets by which we all live and work. Consequently, we neither engage in, nor have we ever been convicted of price fixing, bid rigging, or collusion in any domestic or international fire apparatus market.

Pierce has only one brand of fire apparatus "Pierce", ensuring you are receiving top of the line product that meets your specification.

In accordance with the current edition of applicable NFPA standards, this proposal will specify whether the fire department, manufacturer, or apparatus dealership will provide required loose equipment.

Images and illustrative material in this proposal are as accurate as known at the time of publication, but are subject to change without notice. Images and illustrative material is for reference only, and may include optional equipment and accessories and may not include all standard equipment.

GENERAL DESIGN AND CONSTRUCTION

To control quality, ensure compatibility, and provide a single source for service and warranty, the custom cab, chassis, pump module and body will be entirely designed, assembled/welded and painted in Pierce owned manufacturing facilities. This includes, but not limited to the cab weldment, the pumphouse module assembly, the chassis assembly, the body and the electrical system.

QUALITY AND WORKMANSHIP

Pierce has set the pace for quality and workmanship in the fire apparatus field. Our tradition of building the highest quality units with craftsmen second to none has been the rule right from the beginning and we demonstrate that ongoing commitment by: Ensuring all steel welding follows American Welding Society D1.1-2004 recommendations for structural steel welding. All aluminum welding follows American Welding society and ANSI D1.2-2003 requirements for structural welding of aluminum. All sheet metal welding follows American welding Society B2.1-2000 requirements for structural welding of sheet metal. Our flux core arc welding uses alloy rods, type 7000 and is performed to American

Welding Society standards A5.20-E70T1. Furthermore, all employees classified as welders are tested and certified to meet the American welding Society codes upon hire and every three (3) years thereafter. Pierce also employs an American Welding Society certified welding inspector in plant during working hours to monitor weld quality.

Pierce Manufacturing operates a Quality Management System under the requirements of ISO 9001. These standards sponsored by the International Organization for Standardization (ISO) specify the quality systems that are established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance is included with this proposal.

In addition to the Quality Management system, we also employ a Quality Achievement Supplier program to insure the vendors and suppliers that we utilize meet the high standards we demand. That is just part of our overall "Quality at the Source" program at Pierce.

To demonstrate the quality of our products and services, a list of at least two (2) fire departments/municipalities that have purchased vehicles for a second time is provided.

DELIVERY

The apparatus will be delivered under its own power to insure proper break-in of all components while the apparatus is still under warranty. A qualified delivery representative shall deliver the apparatus and remain for a sufficient length of time to instruct personnel in proper operation, care and maintenance of the equipment delivered.

MANUAL AND SERVICE INFORMATION

At time of delivery, complete operation and maintenance manuals covering the apparatus will be provided. A permanent plate will be mounted in the driver's compartment specifying the quantity and type of fluids required including engine oil, engine coolant, transmission, pump transmission lubrication, pump primer and drive axle.

SAFETY VIDEO

At the time of delivery Pierce will also provide one (1) 39-minute, professionally produced apparatus safety video, in DVD format. This video will address key safety considerations for personnel to follow when they are driving, operating, and maintaining the apparatus, including the following: vehicle pre-trip inspection, chassis operation, pump operation, aerial operation, and safety during maintenance.

PERFORMANCE TESTS

A road test will be conducted with the apparatus fully loaded and a continuous run of no less than ten (10) miles. During that time the apparatus will show no loss of power nor will it overheat. The transmission drive shaft or shafts and the axles will run quietly and be free of abnormal vibration or noise. The apparatus when fully loaded will not have less than 25 percent nor more than 50 percent on the front axle, and not less than 50 percent nor more than 75 percent on the rear axle. The apparatus will meet the current edition of applicable NFPA standards acceleration and braking requirements.

SERVICE AND WARRANTY SUPPORT

Pierce dealership support will be provided by Hughes Fire Equipment by operating in conjunction with a Pierce authorized service center. The service center will have factory-trained mechanics on staff

versed in Pierce fire apparatus. The service facility will be located within twenty five (25) miles of the fire department.

In addition to the dealership, Pierce has service facilities located in both, Weyauwega, Wisconsin and Bradenton, Florida. Pierce also maintains a dedicated parts facility of over 100,000 square feet in Appleton, Wisconsin. The parts facility stocks in excess of \$5,000,000 in parts dedicated to service and replacement parts. The parts facility employs a staff dedicated solely for the distribution and shipment of service and replacement parts.

Service parts for the apparatus being proposed can be found via Pierceparts.com which, is an interactive online tool that delivers information regarding your specific apparatus as well as the opportunity to register for training classes.

As a Pierce customer you have the ability to view the complete bill of materials for your specific apparatus, including assembly drawings, piece part drawings, and beneficial parts notations. You will also have the ability to search the complete Pierce item master through a parts search function which offers all Pierce SKU's and descriptions offered on all Pierce apparatus. Published component catalogs, which include proprietary systems along with an extensive operators manual library is available for easy reference.

Pierce Manufacturing maintains a dedicated service and warranty staff of over 35 personnel, dedicated to customer support, which also maintains a 24 hour 7 day a week toll free hot line, four (4) on staff EVTs, and offers hands-on repair and maintenance training classes multiple times a year.

LIABILITY

Company will defend any and all suits and assume all liability for the use of any patented process including any device or article forming a part of the apparatus or any appliance furnished under the contract.

INSURANCE PROVIDED BY COMPANY

COMMERCIAL GENERAL LIABILITY INSURANCE

The Company will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of commercial general liability insurance:

Each Occurrence: \$1,000,000

Products/Completed Operations Aggregate: \$1,000,000

Personal and Advertising Injury: \$1,000,000

General Aggregate: \$2,000,000

Coverage will be written on a Commercial General Liability form. The policy will be written on an occurrence form and will include Contractual Liability coverage for bodily injury and property damage subject to the terms and conditions of the policy. The policy will include Owner as an additional insured.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Company will, during the performance of the contract, keep in force at least the following minimum limits of commercial automobile liability insurance and coverage will be written on a Commercial Automobile liability form:

Each Accident Combined Single Limit: \$1,000,000

UMBRELLA/EXCESS LIABILITY INSURANCE

The Company will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:

Aggregate: \$3,000,000

Each Occurrence: \$3,000,000

The umbrella policy will be written on an occurrence basis and at a minimum provide excess to the bidder's General Liability and Automobile Liability policies.

The required limits can be provided by one (1) or more policies provided all other insurance requirements are met.

Coverage will be provided by a carrier(s) rated A- or better by A.M. Best.

All policies will provide a 30-day notice of cancellation to the named insured. The Certificate of Insurance will provide the following cancellation clause: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Company agrees to furnish owner with a current Certificate of Insurance with the coverages listed above. The certificate will show the Owner as certificate holder.

INSURANCE PROVIDED BY MANUFACTURER

PRODUCT LIABILITY INSURANCE

The manufacturer will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of Product Liability insurance:

Each Occurrence: \$1,000,000

Products/Completed Operations Aggregate: \$1,000,000

Coverage will be written on a Commercial General Liability form. The policy will be written on an occurrence form. The manufacturer's policy will include the Owner as additional insured.

UMBRELLA/EXCESS LIABILITY INSURANCE

The manufacturer will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:

Each Occurrence: \$25,000,000

Aggregate: \$25,000,000

The umbrella policy will be written on an occurrence basis and provide excess to the manufacturer's General Liability/Products policies.

The required limits can be provided by one (1) or more policies provided all other insurance requirements are met.

Coverage will be provided by a carrier(s) rated A- or better by A.M. Best.

All policies will provide a 30-day notice of cancellation to the named insured. The Certificate of Insurance will provide the following cancellation clause: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Manufacturer agrees to furnish owner with a current Certificate of Insurance with the coverages listed above. The certificate will show the Owner as the certificate holder.

SINGLE SOURCE MANUFACTURER

Pierce Manufacturing, Inc. provides an integrated approach to the design and manufacture of our products that delivers superior apparatus and a dedicated support team. From our facilities, the chassis, cab weldment, cab, pumphouse (including the sheet metal enclosure, valve controls, piping and operators panel) and body will be entirely designed, tested, and hand assembled to the customer's exact specifications. The electrical system either hardwired or multiplexed, will be both designed and integrated by Pierce Manufacturing. The warranties relative to these major components (excluding component warranties such as engine, transmission, axles, pump, etc.) will be provided by Pierce as a single source manufacturer. Pierce's single source solution adds value by providing a fully engineered product that offers durability, reliability, maintainability, performance, and a high level of quality.

The apparatus will be manufactured in Appleton, Wisconsin.

NFPA 2024 STANDARDS

This unit will comply with the NFPA standards effective January 1, 2024, except for fire department directed exceptions. These exceptions will be set forth in the Statement of Exceptions.

Certification of slip resistance of all stepping, standing and walking surfaces will be supplied with delivery of the apparatus.

All horizontal surfaces designated as a standing or walking surface that are greater than 48.00" above the ground must be defined by a 1.00" wide line along its outside perimeter. Perimeter markings and designated access paths to destination points will be identified on the customer approval print and are

shown as approximate. Actual location(s) will be determined based on materials used and actual conditions at final build. Access paths may pass through hose storage areas and opening or removal of covers or restraints may be required. Access paths may require the operation of devices and equipment such as the aerial device or ladder rack.

A plate that is highly visible to the driver while seated will be provided. This plate will show the overall height, length, and gross vehicle weight rating.

The manufacturer will have programs in place for training, proficiency testing and performance for any staff involved with certifications.

An official of the company will designate, in writing, who is qualified to witness and certify test results.

NFPA COMPLIANCY

Apparatus proposed by the bidder will meet the applicable requirements of the National Fire Protection Association (NFPA) as stated in current edition at time of contract execution. Fire department's specifications that differ from NFPA specifications will be indicated in the proposal as "non-NFPA".

PUMP TEST

Underwriters Laboratory (UL) will test, approved, and certify the pump. The test results and the pump manufacturer's certification of hydrostatic test; the engine manufacturer's certified brake horsepower curve; and the pump manufacturer's record of pump construction details will be forwarded to the Fire Department.

GENERATOR TEST

If the unit has a generator, Underwriters Laboratory (UL) will test, approved, and certify the generator. The test results will be provided to the Fire Department at the time of delivery.

BREATHING AIR TEST

If the unit has breathing air, Pierce Manufacturing will draw an air sample from the air system and have the sample certified that the air quality meets the requirements of NFPA 1989, *Standard on Breathing Air Quality for Fire and Emergency Services Respiratory Protection*.

VEHICLE INSPECTION PROGRAM CERTIFICATION

To assure the vehicle is built to current NFPA 1900 standards, the apparatus, in its entirety, will be third-party, independent, audit-certified through Underwriters Laboratory (UL) that it is built and complies to all applicable standards in the current edition. The certification includes: all design, production, operational, and performance testing of not only the apparatus, but those components that are installed on the apparatus.

A placard will be affixed in the driver's side area stating the third party agency, the date, the standard and the certificate number of the whole vehicle audit.

INSPECTION TRIP(S)

The Company will provide two (2) factory inspection trip(s) for Four (4) customer representative(s). The inspection trip(s) will be scheduled at times mutually agreed upon between the manufacturer's

representative and the customer. All costs such as travel, lodging and meals will be the responsibility of the bidder.

PERFORMANCE BOND, 1 YEAR

The Company will furnish a Performance and Payment bond (Bond) equal to 100 percent of the total contract amount within 30 days of the contract execution. Such Bond will be in a form acceptable to the Owner and issued by a surety company included within the Department of Treasury's Listing of Approved Sureties (Department Circular 570) with a minimum A.M. Best Financial Strength Rating of A and Size Category of XV. In the event of a bond issued by a surety of a lesser Size Category, a minimum Financial Strength rating of A+ is required.

Company and Company's surety agree that the Bond issued hereunder, whether expressly stated or not, also includes the surety's guarantee of the vehicle manufacturer's Basic One (1) Year Limited Warranty period included within this proposal. Owner agrees that the penal amount of this bond will be simultaneously amended to 25 percent of the total contract amount upon satisfactory acceptance and delivery of the vehicle(s) included herein. Notwithstanding anything contained within this contract to the contrary, the surety's liability for any warranties of any type will not exceed one (1) year from the date of such satisfactory acceptance and delivery, or the actual Basic One (1) Year Limited Warranty period, whichever is shorter.

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts the order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.

APPROVAL DRAWING

A drawing of the proposed apparatus will be prepared and provided to the purchaser for approval before construction begins. The Pierce sales representative will also be provided with a copy of the same drawing. The finalized and approved drawing will become part of the contract documents. This drawing will indicate the chassis make and model, location of the lights, siren, horns, compartments, major components, etc.

A "revised" approval drawing of the apparatus will be prepared and submitted by Pierce to the purchaser showing any changes made to the approval drawing.

DRAWING, CAB TOP VIEW

On the sales drawing a top view of the cab seating and EMS cabinets will be provided. The top view will be a reference only of the seating and EMS cabinets in the order.

ELECTRICAL WIRING DIAGRAMS

Three (3) compact discs containing "As-Built" electrical wiring diagrams specifically prepared for the chassis and body will be provided. The diagrams will consist of information pertaining to the 12 VDC systems only. Two (2) CDs will be shipped with the loose equipment with each truck. One (1) CD will be included with the job folder at apparatus builders facility for future reference.

Each CD will include the following capabilities:

- The capability of viewing each separate diagram.
- The capability of zooming in on any section of each separate diagram.
- The capability of printing each separate diagram.
- The capability of printing each zoomed in area of each separate diagram.

Each CD will include the following items:

- Title page, identifying the job number and chassis model.
- Table of contents.
- Truck specific electrical compartment and instrument layouts for the chassis.
- Truck specific electrical compartment layouts for the body.
- Applicable drawings from the appropriate standard wiring diagrams.
- All truck specific wiring diagrams (special drawings).
- Harness drawings for all wiring harnesses used on the chassis.
- Harness drawings for all wiring harnesses used on the body.
- All truck input and output programming sheets (multiplexed trucks only).

There will be one (1) hard copy of these diagrams required for this unit.

ENFORCER CHASSIS

The Pierce Enforcer™ is the custom chassis developed exclusively for the fire service. Chassis provided will be a new, tilt-type custom fire apparatus. The chassis will be manufactured in the apparatus body builder's facility eliminating any split responsibility. The chassis will be designed and manufactured for heavy-duty service, with adequate strength, capacity for the intended load to be sustained, and the type of service required. The chassis will be the manufacturer's first line tilt cab.

WHEELBASE

The wheelbase of the vehicle will be 194.

GVW RATING

The gross vehicle weight rating will be 42,000.

FRAME

The chassis frame will be built with two (2) steel channels bolted to five (5) cross members or more, depending on other options of the apparatus. The side rails will have a 13.38" tall web over the front and mid sections of the chassis, with a continuous smooth taper to 10.75" over the rear axle. Each rail will have a section modulus of 25.992 cubic inches and a resisting bending moment (rbm) of 3,119,040 in-lb over the critical regions of the frame assembly, with a section modulus of 18.96 cubic inches with

an rbm of 2,275,200 in-lb over the rear axle. The frame rails will be constructed of 120,000 psi yield strength heat-treated 0.38" thick steel with 3.50" wide flanges.

FRONT NON DRIVE AXLE

The Oshkosh TAK-4® front axle will be of the independent suspension design with a ground rating of 19,500 lb.

Upper and lower control arms will be used on each side of the axle. Upper control arm castings will be made of 100,000-psi yield strength 8630 steel and the lower control arm casting will be made of 55,000-psi yield ductile iron.

The center cross members and side plates will be constructed out of 80,000-psi yield strength steel.

Each control arm will be mounted to the center section using elastomer bushings. These rubber bushings will rotate on low friction plain bearings and be lubricated for life. Each bushing will also have a flange end to absorb longitudinal impact loads, reducing noise and vibrations.

There will be nine (9) grease fittings supplied, one (1) on each control arm pivot and one (1) on the steering gear extension.

The upper control arm will be shorter than the lower arm so that wheel end geometry provides positive camber when deflected below rated load and negative camber above rated load.

Camber at load will be zero degrees for optimum tire life.

The ball joint bearing will be of low friction design and be maintenance free.

Toe links that are adjustable for alignment of the wheel to the center of the chassis will be provided.

The wheel ends must have little to no bump steer when the chassis encounters a hole or obstacle.

The steering linkage will provide proper steering angles for the inside and outside wheel, based on the vehicle wheelbase.

The axle will have a turning angle of up to 45 degrees.

FRONT SUSPENSION

Front Oshkosh TAK-4™ independent suspension will be provided with a minimum ground rating of 19,500 lb.

The independent suspension system will be designed to provide maximum ride comfort. The design will allow the vehicle to travel at highway speeds over improved road surfaces and at moderate speeds over rough terrain with minimal transfer of road shock and vibration to the vehicle's crew compartment.

Each wheel will have torsion bar type spring. In addition, each front wheel end will also have energy absorbing jounce bumpers to prevent bottoming of the suspension.

The suspension design will be such that there is at least 10.00" of total wheel travel and a minimum of 3.75" before suspension bottoms.

The torsion bar anchor lock system allows for simple lean adjustments, without the use of shims. One can adjust for a lean within 15 minutes per side. Anchor adjustment design is such that it allows for ride height adjustment on each side.

The independent suspension was put through a durability test that simulated 140,000 miles of inner city driving.

FRONT SHOCK ABSORBERS

KONI heavy-duty telescoping shock absorbers will be provided on the front suspension.

FRONT OIL SEALS

Oil seals with viewing window will be provided on the front axle.

FRONT TIRES

Front tires will be Goodyear® 315/80R22.50 radials, 20 ply G289 WHA tread, rated for 20,400 lb maximum axle load and 68 mph maximum speed.

The tires will be mounted on Alcoa 22.50" x 9.00" polished aluminum disc wheels with a ten (10) stud, 11.25" bolt circle.

REAR AXLE

The rear axle will be a Meritor™, Model RS-26-185, with a capacity of 27,000 lb.

TOP SPEED OF VEHICLE

A rear axle ratio will be furnished to allow the vehicle to reach a top speed of 68 mph / 109 kph.

REAR SUSPENSION

The rear suspension will be Standens, semi-elliptical, 3.00" wide x 53.00" long, 12-leaf pack with a ground rating of 27,000 lb. The spring hangers will be castings.

The two (2) top leaves will wrap the forward spring hanger pin, and the rear of the spring will be a slipper style end that will ride in a rear slipper hanger. To reduce bending stress due to acceleration and braking, the front eye will be a berlin eye that will place the front spring pin in the horizontal plane within the main leaf.

A steel encased rubber bushing will be used in the spring eye. The steel encased rubber bushing will be maintenance free and require no lubrication.

REAR OIL SEALS

Oil seals will be provided on the rear axle(s).

REAR TIRES

Rear tires will be four (4) Goodyear 12R22.50 radials, load range H, Endurance RSA highway tread, rated for 27,120 lb maximum axle load and 75 mph maximum speed.

The tires will be mounted on Alcoa®, Dura-Bright® model, 22.50" x 8.25" polished aluminum disc wheels with a ten (10) stud, 11.25" bolt circle.

TIRE BALANCE

All tires will be balanced with Counteract balancing beads. The beads will be inserted into the tire and eliminate the need for wheel weights.

TIRE PRESSURE MANAGEMENT

There will be a RealWheels LED AirSecure™ tire alert pressure management system provided, that will monitor each tire's pressure. A sensor will be provided on the valve stem of each tire for a total of six (6) tires.

The sensor will calibrate to the tire pressure when installed on the valve stem for pressures between 10 and 200 psi. The sensor will activate an integral battery operated LED when the pressure of that tire drops 5 to 8 psi.

Removing the cap from the sensor will indicate the functionality of the sensor and battery. If the sensor and battery are in working condition, the LED will immediately start to flash.

CHROME LUG NUT COVERS

Chrome lug nut covers will be supplied on front and rear wheels.

FRONT HUB COVERS

Stainless steel hub covers will be provided on the front axle. An oil level viewing window will be provided.

MUD FLAPS

Mud flaps with a Pierce logo will be installed behind the front and rear wheels.

WHEEL CHOCKS

There will be one (1) pair of folding Ziamatic, Model SAC-44-E, aluminum alloy, Quick-Choc wheel blocks, with easy-grip handle provided.

Wheel Chock Brackets

There will be one (1) pair of Zico, Model SQCH-44-H, horizontal mounting wheel chock brackets provided for the Ziamatic, Model SAC-44-E, folding wheel chocks. The brackets will be made of aluminum and consist of a quick release spring loaded rod to hold the wheel chocks in place. The brackets will be mounted one (1) forward and one (1) rearward of the left side rear tire.

ELECTRONIC STABILITY CONTROL

A vehicle control system will be provided as an integral part of the ABS brake system from Meritor Wabco.

The system will monitor and update the lateral acceleration of the vehicle and compare it to a critical threshold where a side roll event may occur. If the critical threshold is met, the vehicle control system will automatically reduce engine RPM, engage the engine retarder (if equipped), and selectively apply brakes to the individual wheel ends of the front and rear axles to reduce the possibility of a side roll event.

The system will monitor directional stability through a lateral accelerometer, steer angle sensor and yaw rate sensor. If spinout or drift out is detected, the vehicle control system will selectively apply brakes to the individual wheel ends of the front and rear axles to bring the vehicle back to its intended direction.

ANTI-LOCK BRAKE SYSTEM

The vehicle will be equipped with a Wabco 4S4M, anti-lock braking system. The ABS will provide a four (4) channel anti-lock braking control on both the front and rear wheels. A digitally controlled system that utilizes microprocessor technology will control the anti-lock braking system. Each wheel will be monitored by the system. When any wheel begins to lockup, a signal will be sent to the control unit. This control unit will then reduce the braking of that wheel for a fraction of a second and then reapply the brake. This anti-lock brake system will eliminate the lockup of any wheel thus helping to prevent the apparatus from skidding out of control.

AUTOMATIC TRACTION CONTROL

An anti-slip feature will be included with the ABS. The Automatic Traction Control will be used for traction in poor road and weather conditions. The Automatic Traction Control will act as an electronic differential lock that will not allow a driving wheel to spin, thereby supplying traction at all times. The ABS electronic control unit (ECU) will work with the engine ECU, sharing information concerning wheel slip. Engine ECU will use information to control engine speed, allowing only as much throttle application as required for the available traction, regardless of how much the driver is asking for. An "off road traction" switch will be provided on the instrument panel. Activation of the switch will allow additional tire slip to let the truck climb out and get on top of deep snow or mud.

BRAKES

The service brake system will be full air type.

The front brakes will be Knorr/Bendix disc type with a 17.00" ventilated rotor for improved stopping distance.

The brake system will be certified, third party inspected, for improved stopping distance.

The rear brakes will be Meritor™, Disc Plus, Model EX225, disc operated with automatic slack adjusters and a 17.00" ventilated rotor for improved stopping distance.

BRAKE SYSTEM AIR COMPRESSOR

The air compressor will be a Cummins/WABCO with 18.7 cubic feet per minute output.

BRAKE SYSTEM

The brake system will include:

- Brake treadle valve
- Heated automatic moisture ejector on air dryer
- Total air system minimum capacity of 4,272 cubic inches
- Two (2) air pressure gauges with a red warning light and an audible alarm, that activates when air pressure falls below 60 psi
- Spring set parking brake system
- Parking brake operated by a push-pull style control valve

- A parking "brake on" indicator light on instrument panel
- Park brake relay/inversion and anti-compounding valve, in conjunction with a double check valve system, with an automatic spring brake application at 40 psi
- A pressure protection valve to prevent all air operated accessories from drawing air from the air system when the system pressure drops below 80 psi (550 kPa)
- 1/4 turn drain valves on each air tank

The air tank will be primed and painted to meet a minimum 750 hour salt spray test.

The air tanks will be same as frame color .

To reduce the effects of corrosion, the air tank will be mounted with stainless steel brackets.

BRAKE SYSTEM AIR DRYER

The air dryer will be WABCO System Saver 1200 with spin-on coalescing filter cartridge and 100 watt heater.

BRAKE LINES

Color-coded nylon brake lines will be provided. The lines will be wrapped in a heat protective loom in the chassis areas that are subject to excessive heat.

AIR INLET

One (1) air inlet with 3D series male coupling will be provided. It will allow station air to be supplied to the apparatus brake system through a shoreline hose. The inlet will be located forward in the driver side lower step well of cab. A check valve will be provided to prevent reverse flow of air. The inlet will discharge into the "wet" tank of the brake system. A mating female fitting will also be provided with the loose equipment.

ENGINE

The chassis will be powered by an electronically controlled engine as described below:

Make:	Cummins
Model:	X10
Power:	450 hp at 2100 rpm
Torque:	1650 lb-ft at 1400 rpm
Governed Speed:	2200 rpm
Emissions Level:	EPA 2027
Fuel:	Diesel
Cylinders:	Six (6)
Displacement:	606 cubic inches (9.9L)
Starter:	Delco 39MT™
Fuel Filters:	Spin-on style primary filter with water separator and water-in-fuel sensor. Secondary spin-on style filter.

The engine will include On-board diagnostics (OBD), which provides self diagnostic and reporting. The system will give the owner or repair technician access to state of health information for various vehicle sub systems. The system will monitor vehicle systems, engine and after treatment. The system will illuminate a malfunction indicator light on the dash console if a problem is detected.

HIGH IDLE

A high idle switch will be provided, inside the cab, on the instrument panel, that will automatically maintain a preset engine rpm. A switch will be installed, at the cab instrument panel, for activation/deactivation.

The high idle will be operational only when the parking brake is on and the truck transmission is in neutral. A green indicator light will be provided, adjacent to the switch. The light will illuminate when the above conditions are met. The light will be labeled "OK to Engage High Idle."

ENGINE BRAKE

A Jacobs® engine brake is to be installed with the controls located on the instrument panel within easy reach of the driver.

The driver will be able to turn the engine brake system on/off and have a high, medium and low setting.

The engine brake will activate when the system is on and the throttle is released.

The high setting of the brake application will activate and work simultaneously with the variable geometry turbo (VGT) provided on the engine.

The engine brake will be installed in such a manner that when the engine brake is slowing the vehicle the brake lights are activated.

The ABS system will automatically disengage the auxiliary braking device, when required.

CLUTCH FAN

A fan clutch will be provided. The fan clutch will be automatic when the pump transmission is in "Road" position, and constantly engaged when in "Pump" position.

ENGINE AIR INTAKE

The engine air intake will be located above the engine cooling package. It will draw fresh air from the front of the apparatus through the radiator grille.

The ember separator is designed to prevent road dirt and recirculating hot air from entering the engine.

The ember separator will be easily accessible by tilting the cab.

EXHAUST SYSTEM

The exhaust system will be stainless steel from the turbo to the engine's aftertreatment device. The exhaust system will include an aftertreatment device to meet current EPA standards. An insulation wrap will be provided on all exhaust pipe between the turbo and the aftertreatment device to minimize the transfer of heat to the cab.

The exhaust will terminate horizontally ahead of the right side rear wheels and will be extend 2.00" past the body rub rail . The exhaust pipes will be aluminized steel.

There will be an aluminized steel exhaust diffuser with a diameter of 7.00" with a standard straight tip on the end provided to reduce the temperature of the exhaust as it exits. Heat deflector shields will be provided to isolate chassis and body components from the heat of the tailpipe diffuser.

EXHAUST MODIFICATION

An adapter for the Magnegrip exhaust extraction system will be provided on the end of the tail pipe.

RADIATOR

The radiator and the complete cooling system will meet or exceed the current edition of applicable NFPA and engine manufacturer cooling system standards.

For maximum corrosion resistance and cooling performance, the entire radiator core will be constructed using long life aluminum alloy. The radiator core will consist of aluminum fins, having a serpentine design, brazed to aluminum tubes.

The radiator core will have a minimum front area of 1060 square inches.

Supply tank will be made of heavy duty glass-reinforced nylon and the return tank will be made of aluminum. Both tanks will be crimped onto the core assembly using header tabs and a compression gasket to complete the radiator core assembly. There will be a full steel frame around the inserts to enhance cooling system durability and reliability.

The radiator will be compatible with commercial antifreeze solutions.

The radiator assembly will be isolated from the chassis frame rails with rubber isolators to prevent the development of leaks caused by twisting or straining when the apparatus operates over uneven terrain.

The radiator will include a de-aeration/expansion tank. For visual coolant level inspection, the radiator will have a built-in sight glass. The radiator will be equipped with a 15 psi pressure relief cap.

A drain port will be located at the lowest point of the cooling system and/or the bottom of the radiator to permit complete flushing of the coolant from the system.

Shields or baffles will be provided to prevent recirculation of hot air to the inlet side of the radiator.

COOLANT LINES

Gates, or Goodyear, rubber hose will be used for all engine coolant lines installed by Pierce Manufacturing.

Hose clamps will be stainless steel constant torque type to prevent coolant leakage. They will expand and contract according to coolant system temperature thereby keeping a constant clamping pressure on the hose.

FUEL TANK

A 65 gallon fuel tank will be provided and mounted at the rear of the chassis. The tank will be constructed of 12-gauge, hot rolled steel. It will be equipped with swash partitions and a vent. To eliminate the effects of corrosion, the fuel tank will be mounted with stainless steel straps.

A 0.75" drain plug will be located in a low point of the tank for drainage.

A fill inlet will be located on the left hand side of the body and is covered with a hinged, spring loaded, painted job color door that is marked "Ultra Low Sulfur - Diesel Fuel Only."

A 0.50" diameter vent will be installed from tank top to just below fuel fill inlet.

The fuel tank will meet all FHWA 393.67 requirements including a fill capacity of 95 percent of tank volume.

All fuel lines will be provided as recommended by the engine manufacturer.

DIESEL EXHAUST FLUID TANK

A 4.5 gallon diesel exhaust fluid (DEF) tank will be provided and mounted in the driver's side body forward of the rear axle.

A 0.50" drain plug will be provided in a low point of the tank for drainage.

A fill inlet will be located on the driver's side of the body and be covered with a hinged, spring loaded, polished stainless steel door that is marked "Diesel Exhaust Fluid Only".

The tank will meet the engine manufacturers requirement for 10 percent expansion space in the event of tank freezing.

The tank will include an integrated heater unit that utilizes engine coolant to thaw the DEF in the event of freezing.

FUEL PRIMING PUMP

A Cummins automatic electronic fuel priming pump will be integrated as part of the engine.

TRANSMISSION

An Allison 6th generation, Model EVS 4000P, electronic, torque converting, automatic transmission will be provided.

The transmission will be equipped with prognostics to monitor oil life, filter life, and transmission health. A wrench icon on the shift selector's digital display will indicate when service is due.

Two (2) PTO openings will be located on left side and top of converter housing (positions 8 o'clock and 1 o'clock).

A transmission temperature gauge with an amber light and buzzer will be installed on the cab instrument panel.

TRANSMISSION SHIFTER

A six (6)-speed push button shift module will be mounted to right of driver on console. Shift position indicator will be indirectly lit for after dark operation.

The transmission ratio will be:

1st	3.51 to 1.00
2nd	1.91 to 1.00
3rd	1.43 to 1.00
4th	1.00 to 1.00
5th	0.75 to 1.00
6th	0.64 to 1.00
R	4.80 to 1.00

TRANSMISSION COOLER

A Modine plate and fin transmission oil cooler will be provided using engine coolant to control the transmission oil temperature.

DRIVELINE

Drivelines will be a heavy-duty metal tube and be equipped with Spicer® 1810 universal joints.

The shafts will be dynamically balanced before installation.

A splined slip joint will be provided in each driveshaft where the driveline design requires it. The slip joint will be coated with Glidecoat® or equivalent.

STEERING

Dual Sheppard, Model M110, steering gears, with integral heavy-duty power steering, will be provided. For reduced system temperatures, the power steering will incorporate an air to oil cooler and an Eaton, Model VN20, hydraulic pump with integral pressure and flow control. All power steering lines will have wire braded lines with crimped fittings.

A tilt and telescopic steering column will be provided to improve fit for a broader range of driver configurations.

STEERING WHEEL

The steering wheel will be 18.00" in diameter, have tilting and telescoping capabilities, and a four (4)-spoke design.

There will be a switch pod provided on the left side of the steering wheel between the spokes. The switch pods will be an integral part of the steering wheel. The following switches will be provided:

- Windshield wash
- Wiper intermittent speed increase
- Wiper intermittent speed decrease
- Hi/Lo wiper speed

- Wiper off

LOGO AND CUSTOMER DESIGNATION ON DASH

The dash panel will have an emblem containing the Pierce logo and customer name. The emblem will have three (3) rows of text for the customer's department name. There will be a maximum of eight (8) characters in the first row, 11 characters in the second row and 11 characters in the third row.

The first row of text will be: Anacortes

The second row of text will be: Fire

The third row of text will be: Department

BUMPER

A one (1) piece bumper manufactured from 0.25" formed steel with a 0.38" bend radius will be provided. The bumper will be a minimum of 10.00" high with a 1.50" top and bottom flange, and will extend 16.00" from the face of the cab. The bumper will be 95.28" wide with 45 degree corners and side plates. The bumper will be metal finished and painted job color.

To provide adequate support strength, the bumper will be mounted directly to the front of the C channel frame. The frame will be a bolted modular extension frame constructed of 50,000 psi tensile steel. The frame will include a 6.00" x 2.00" x 0.25" wall steel tube with 0.38" gusset plates for increased support of the bumper assembly.

Gravel Pan

A gravel pan, constructed of bright aluminum treadplate, will be furnished between the bumper and the cab face. The pan will be properly supported from the underside to prevent flexing and vibration.

CENTER HOSE TRAY

A hose tray, constructed of aluminum, will be placed in the center of the bumper extension.

The tray will have a capacity of 100' of 1.75" double jacket cotton-polyester hose.

Black rubber grating will be provided at the bottom of the tray. Drain holes are also provided.

Center Hose Tray Restraint

There will be one (1) pair of hose tray restraint straps located over the center mounted tray.

The restraints will be a pair of 2.00" wide black nylon straps with Velcro® fasteners provided. The strap(s) will be used to secure the hose in the tray.

TOW HOOKS

Two (2) chromed steel tow hooks will be installed under the bumper and attached to the front frame members. The tow hooks will be designed and positioned to allow up to a 6,000 lb straight horizontal pull in line with the centerline of the vehicle. The tow hooks will not be used for lifting of the apparatus.

FRONT BUMPER UL-LX COATING

Protective black UL-LX® coating will be provided on the outside exterior of the top front bumper flange. It will not be sprayed on the underside of the flange.

The lining will be properly installed by an authorized UL-LX dealer.

CAB

The Enforcer cab will be designed specifically for the fire service and manufactured by the chassis builder.

The cab will be built by the apparatus manufacturer in a facility located on the manufacturer's premises.

For reasons of structural integrity and enhanced occupant protection, the cab will be a heavy duty design, constructed to the following minimal standards.

The cab will have 12 main vertical structural members located in the A-pillar (front cab corner posts), B-pillar (side center posts), C-pillar (rear corner posts), and rear wall areas. The A-pillar will be constructed of solid A356-T5 aluminum castings. The B-pillar and C-pillar will be constructed from 0.13" wall extrusions. The rear wall will be constructed of two (2) 2.00" x 2.00" outer aluminum extrusions and two (2) 2.00" x 1.00" inner aluminum extrusions. All main vertical structural members will run from the floor to 4.625" x 3.864" x 0.090" thick roof extrusions to provide a cage-like structure with the A-pillar and roof extrusions being welded into a 0.25" thick corner casting at each of the front corners of the roof assembly.

The front of the cab will be constructed of a 0.13" firewall plate, covered with a 0.090" front skin (for a total thickness of 0.22"), and reinforced with a full width x 0.50" thick cross-cab support located just below the windshield and fully welded to the engine tunnel. The cross-cab support will run the full width of the cab and weld to each A-pillar, the 0.13" firewall plate, and the front skin.

The cab floors will be constructed of 0.125" thick aluminum plate and reinforced at the firewall with an additional 0.25" thick cross-floor support providing a total thickness of 0.375" of structural material at the front floor area. The front floor area will also be supported with two (2) triangular 0.30" wall extrusions that also provides the mounting point for the cab lift. This tubing will run from the floor wireway of the cab to the engine tunnel side plates, creating the structure to support the forces created when lifting the cab.

The cab will be 96.00" wide (outside door skin to outside door skin) to maintain maximum maneuverability.

The forward cab section will have an overall height (from the cab roof to the ground) of approximately 99.00". The crew cab section will have a 10.00" raised roof, with an overall cab height of approximately 109.00". The overall height listed will be calculated based on a truck configuration with the lowest suspension weight rating, the smallest diameter tires for the suspension, no water weight, no loose equipment weight, and no personnel weight. Larger tires, wheels, and suspension will increase the overall height listed.

The floor to ceiling height inside the crew cab will be 64.50" in the center and outboard positions.

The crew cab floor will measure 46.00" from the rear wall to the back side of the rear facing seat risers.

The medium block engine tunnel, at the rearward highest point (knee level), will measure 61.50" to the rear wall. The big block engine tunnel will measure 51.50" to the rear wall.

The crew cab will be a totally enclosed design with the interior area completely open to improve visibility and verbal communication between the occupants.

The cab will be a full tilt cab style.

A 3-point cab mount system with rubber isolators will improve ride quality by isolating chassis vibrations from the cab.

CAB ROOF DRIP RAIL

For enhanced protection from inclement weather, a drip rail will be furnished on the sides of the cab. The drip rail will be painted to match the cab roof, and bonded to the sides of the cab. The drip rail will extend the full length of the cab roof.

FENDER LINERS

Full circular inner fender liners in the wheel wells will be provided.

PANORAMIC WINDSHIELD

A one (1)-piece safety glass windshield will be provided with over 2,775 square inches of clear viewing area. The windshield will be full width and will provide the occupants with a panoramic view. The windshield will consist of three (3) layers: outer light, middle safety laminate, and inner light. The outer light layer will provide superior chip resistance. The middle safety laminate layer will prevent the windshield glass pieces from detaching in the event of breakage. The inner light will provide yet another chip resistant layer. The cab windshield will be bonded to the aluminum windshield frame using a urethane adhesive. A custom frit pattern will be applied on the outside perimeter of the windshield for a finished automotive appearance.

WINDSHIELD WIPERS

Three (3) electric windshield wipers with washer will be provided that meet FMVSS and SAE requirements.

The washer reservoir will be able to be filled without raising the cab.

ENGINE TUNNEL

Engine hood side walls will be constructed of 0.375" aluminum. The top will be constructed of 0.125" aluminum and will be tapered at the top to allow for more driver and passenger elbow room.

The engine hood will be insulated for protection from heat and sound. The noise insulation keeps the dBA level within the limits stated in the current edition of applicable NFPA standards.

The engine tunnel will be no higher than 17.00" off the crew cab floor.

INTERIOR CAB INSULATION

The cab will include 1.00" insulation in the ceiling, 1.50" insulation in the side walls, a minimum of 1.00" insulation in the crew cab floor, and 2.00" insulation in the rear wall to maximize acoustic absorption and thermal insulation.

INTERIOR CREW CAB REAR WALL ADJUSTABLE SEATING (PATENT PENDING)

The interior rear wall of the crew cab will have mounting holes every 2.75" to allow for adjustability of the forward facing crew cab seating along the rear wall. Seats will be adjustable with use of simple hand tools allowing departments flexibility of their seating arrangement should their department needs change.

CAB REAR WALL EXTERIOR COVERING

The exterior surface of the rear wall of the cab will be overlaid with bright aluminum treadplate except for areas that are not typically visible when the cab is lowered.

CAB LIFT

A hydraulic cab lift system will be provided consisting of an electric powered hydraulic pump, dual lift cylinders, and necessary hoses and valves.

Lift controls will be located on the right side pump panel or front area of the body in a convenient location.

The cab will be capable of tilting 43 degrees to accommodate engine maintenance and removal.

The cab will be locked down by a 2-point normally closed spring loaded hook type latch that fully engages after the cab has been lowered. The system will be hydraulically actuated to release the normally closed locks when the cab lift control is in the raised position and cab lift system is under pressure. When the cab is completely lowered and system pressure has been relieved, the spring loaded latch mechanisms will return to the normally closed and locked position.

The hydraulic cylinders will be equipped with a velocity fuse that protects the cab from accidentally descending when the control is located in the tilt position.

For increased safety, a redundant mechanical stay arm will be provided that must be manually put in place on the left side between the chassis and cab frame when the cab is in the raised position. This device will be manually stowed to its original position before the cab can be lowered.

Cab Lift Interlock

The cab lift system will be interlocked to the parking brake. The cab tilt mechanism will be active only when the parking brake is set and the ignition switch is in the on position. If the parking brake is released, the cab tilt mechanism will be disabled.

GRILLE

An aluminum mesh grille screen, inserted behind a bright finished grille surround, will be provided on the front center of the cab. The mesh screen will be painted black #101.

DOOR JAMB SCUFFPLATES

All cab door jambs will be furnished with a 1.00" polished stainless steel scuffplate, mounted on the striker side of the jamb.

SIDE OF CAB MOLDING

Chrome molding will be provided on both sides of cab.

MIRRORS

A Retraco, Model 613423, dual vision, motorized, west coast style mirror, with chrome finish, will be mounted on each side of the front cab door with spring loaded retractable arms. The flat glass and convex glass will be heated and adjustable with remote control within reach of the driver.

DOORS

To enhance entry and egress to the cab, the forward cab doors will be a minimum of 37.50" wide x 75.50" high. The crew cab doors will be located on the sides of the cab and will be constructed in the same manner as the forward cab doors. The crew cab door openings will be a minimum of 34.30" wide x 85.50" high.

The forward cab and crew cab doors will be constructed of extruded aluminum with a nominal material thickness of 0.093". The exterior door skins will be constructed from 0.090" aluminum.

A customized, vertical, pull-down type door handle will be provided on the exterior of each cab door. The finish of the door handle will be chrome/black. The exterior handle will be designed specifically for the fire service to prevent accidental activation, and will provide 4.00" wide x 2.00" deep hand clearance for ease of use with heavy gloved hands.

Each door will also be provided with an interior flush, open style paddle handle that will be readily operable from fore and aft positions, and be designed to prevent accidental activation. The interior handles will provide 4.00" wide x 1.25" deep hand clearance for ease of use with heavy gloved hands.

The cab doors will be provided with both interior (rotary knob) and exterior (keyed) locks exceeding FMVSS standards. The keys will be Model 751. The locks will be capable of activating when the doors are open or closed. The doors will remain locked if locks are activated when the doors are opened, then closed.

A full length, heavy duty, stainless steel, piano-type hinge with a 0.38" pin and 11 gauge leaf will be provided on all cab doors. There will be double automotive-type rubber seals around the perimeter of the door framing and door edges to ensure a weather-tight fit.

A chrome grab handle will be provided on the inside of each cab door for ease of entry.

A red webbed grab handle will be installed on the crew cab door stop strap. The grab handles will be securely mounted.

The cab steps at each cab door location will be located inside the cab doors to protect the steps from weather elements.

Door Panels

The inner cab door panels will be constructed out of brushed stainless steel.

MANUAL CAB DOOR WINDOWS

All cab entry doors will contain a conventional roll down window.

CAB STEPS

The forward cab and crew cab access steps will be a full size two (2) step design to provide largest possible stepping surfaces for safe ingress and egress. The bottom steps will be designed with a grip pattern punched into bright aluminum treadplate material to provide support, slip resistance, and drainage. The bottom steps will be a bolt-in design to minimize repair costs should they need to be replaced. The forward cab steps will be a minimum 25.00" wide, and the crew cab steps will be 21.65" wide with a 10.00" minimum depth. The inside cab steps will not exceed 16.50" in height.

The vertical surfaces of the step well will be aluminum treadplate.

CAB EXTERIOR HANDRAILS

A 1.25" diameter slip-resistant, knurled aluminum handrail will be provided adjacent to each cab and crew cab door opening to assist during cab ingress and egress.

STEP LIGHTS

There will be six (6) white LED step lights with chrome housing installed for cab and crew cab access steps.

- One (1) light for the left access steps.
- Two (2) lights for the left side crew cab access steps.
- Two (2) lights for the right side crew cab access steps.
- One (1) light for the right side access step.

In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light.

The lights will be activated when the battery switch is on and the adjacent door is opened.

FENDER CROWNS

Stainless steel fender crowns will be installed at the cab wheel openings.

CREW CAB WINDOW

One (1) fixed window with tinted glass will be provided on the passenger side of the cab, to the rear of the front cab door. The window will be sized to enhance light penetration into the cab interior and will measure 18.70" wide x 23.75" high. There will be no window provided on the driver side of the cab.

CUP HOLDER

There will be two (2) cup holder(s) provided. Each cup holder will have self-adjusting fingers that automatically grip beverage containers of various sizes. A recess in the cup holder will allow it to hold beverage containers with handles.

The cup holder(s) will be located at customer pick-up.

CAB DASH

The driver side dash, switch panel located to the right of the driver, and center console will be an easily removable high impact resistant polymer cover.

The instrument gauge cluster will be surrounded with a high impact ABS plastic contoured to the same shape of the instrument gauge cluster.

The officer side dash will be a flat top design with an upper beveled edge to provide easy maintenance and will be constructed out of aluminum and painted to match the cab interior.

MOUNTING PLATE ON ENGINE TUNNEL

Equipment installation provisions will be installed on the engine tunnel.

A 0.188" smooth aluminum plate will be bolted to the top surface of the engine tunnel. The plate will follow the contour of the engine tunnel and will run the entire length of the engine tunnel. The plate will be spaced off the engine tunnel 1.00" to allow for wire routing below the plate.

The mounting surface will include cutout(s) for cup holder(s) Front LS and RS of plate.

The mounting surface will be painted to match the cab interior.

CAB INTERIOR

The cab interior will be constructed of primarily metal (painted aluminum) to withstand the severe duty cycles of the fire service.

The engine tunnel will be padded and covered, on the top and sides, with dark silver gray 36 ounce leather grain vinyl resistant to oil, grease, and mildew.

For durability and ease of maintenance, the cab interior side walls will be painted aluminum. The rear wall will be painted aluminum.

The headliner will be installed in both forward and rear cab sections. Headliner material will be vinyl. A sound barrier will be part of its composition. Material will be installed on an aluminum sheet and securely fastened to interior cab ceiling.

The forward portion of the cab headliner will permit easy access for service of electrical wiring or other maintenance needs.

All wiring will be placed in metal raceways.

CAB INTERIOR UPHOLSTERY

The cab interior upholstery will be 36 oz dark silver gray vinyl.

CAB INTERIOR PAINT

The cab interior metal surfaces, excluding the rear heater panels, will be painted fire smoke gray, vinyl texture paint.

The rear heater panels will be painted black, vinyl textured paint.

CAB FLOOR

The cab and crew cab floor areas will be covered with Polydamp™ acoustical floor mat consisting of a black pyramid rubber facing and closed cell foam decoupler.

The top surface of the material has a series of raised pyramid shapes evenly spaced, which offer a superior grip surface. Additionally, the material has a 0.25" thick closed cell foam (no water absorption) which offers a sound dampening material for reducing sound levels.

DEFROST/AIR CONDITIONING SYSTEM

A ceiling mounted combination heater, defroster and air conditioning system will be installed in the cab above the engine tunnel area.

Cab Defroster

A 54,000 BTU heater-defroster unit with 690 SCFM of air flow will be provided inside the cab. The heater-defrost will be installed in the forward portion of the cab ceiling. Air outlets will be strategically located in the cab header extrusion per the following:

- One (1) adjustable will be directed towards the left side cab window
- One (1) adjustable will be directed towards the right side cab window
- Six (6) fixed outlets will be directed at the windshield

The defroster will be capable of clearing 98 percent of the windshield and side glass when tested under conditions where the cab has been cold soaked at 0 degrees Fahrenheit for 10 hours, and a 2 ounce per square inch layer of frost/ice has been able to build up on the exterior windshield. The defroster system will meet or exceed SAE J382 requirements.

Cab/Crew Auxiliary Heater

There will be one (1) 31,000 BTU auxiliary heater with 560 SCFM of air flow provided in each outboard rear facing seat risers with a dual scroll blower. An aluminum plenum incorporated into the cab structure used to transfer heat to the forward positions.

Air Conditioning

A condenser will be a 59,644 BTU output that meets and exceeds the performance specification will be mounted on the radiator.

The air conditioning system will be capable of cooling the average cab temperature from 100 degrees Fahrenheit to 75 degrees Fahrenheit at 50 percent relative humidity within 30 minutes. The cooling performance test will be run only after the cab has been heat soaked at 100 degrees Fahrenheit for a minimum of 4 hours.

The evaporator unit will be installed in the rear portion of the cab ceiling over the engine tunnel. The evaporator will include one (1) high performance heating core, one (1) high performance cooling core with (1) plenum directed to the front and one (1) plenum directed to the rear of the cab. The rear plenum will be covered with a formed plastic cover.

The evaporator unit will have a 52,000 BTU at 690 SCFM rating that meets and exceeds the performance specifications.

Adjustable air outlets will be strategically located on the forward plenum cover per the following:

- Four (4) will be directed towards the seating position on the left side of the cab

- Four (4) will be directed towards the seating position on the right side of the cab

Adjustable air outlets will be strategically located on the rear plenum cover per the following:

- Minimum of five (5) will be directed towards crew cab area

A high efficiency particulate air (HEPA) filter will be included for the system. Access to the filter cover will be secured with four (4) screws.

The air conditioner refrigerant will be R-134A and will be installed by a certified technician.

Climate Control

An automotive style controller will be provided to control the heat and air conditioning system within the cab. The controller will have three (3) functional knobs for fan speed, temperature, and air flow distribution (front to rear) control.

The system will control the temperature of the cab and crew cab automatically by pushing the center of the fan speed control knob. Rotate the center temperature control knob to set the cab and crew cab temperature.

The AC system will be manually activated by pushing the center of the temperature control knob. Pushing the center of the air flow distribution knob will engage the AC for max defrost, setting the fan speeds to 100 percent and directing all air flow to the overhead forward position.

The system controller will be located within panel position #12.

Gravity Drain Tubes

Two (2) condensate drain tubes will be provided for the air conditioning evaporator. The drip pan will have two (2) drain tubes plumbed separately to allow for the condensate to exit the drip pan. No pumps will be provided.

SUN VISORS

Two (2) smoked Lexan™ sun visors will be provided. The sun visors will be located above the windshield with one (1) mounted on each side of the cab.

There will be no retention bracket provided to help secure each sun visor in the stowed position.

GRAB HANDLES

A black rubber covered grab handle will be mounted on the door post of the driver and officer's side cab door to assist in entering the cab. The grab handles will be securely mounted to the post area between the door and windshield.

ENGINE COMPARTMENT LIGHTS

There will be one (1) Whelen, Model 3SC0CDCR, 12 volt DC, 3.00" white LED light(s) with Whelen, Model 3FLANGEC, chrome flange kit(s) installed under the cab to be used as engine compartment illumination.

These light(s) will be activated automatically when the cab is raised.

ACCESS TO ENGINE DIPSTICKS

For access to the engine oil and transmission fluid dipsticks, there will be a door on the engine tunnel, inside the crew cab. The door will be on the rear wall of the engine tunnel, on the vertical surface.

The engine oil dipstick will allow for checking only. The transmission dipstick will allow for both checking and filling.

The door will have a rubber seal for thermal and acoustic insulation. One (1) flush lift and turn latch will be provided on the access door.

CAB SAFETY SYSTEM

The cab will be provided with a safety system designed to protect occupants in the event of a side roll or frontal impact, and will include the following:

- A supplemental restraint system (SRS) sensor will be installed on a structural cab member behind the instrument panel. The SRS sensor will perform real time diagnostics of all critical subsystems and will record sensory inputs immediately before and during a side roll or frontal impact event.
- A slave SRS sensor will be installed in the cab to provide capacity for eight (8) crew cab seating positions.
- A fault-indicating light will be provided on the vehicle's instrument panel allowing the driver to monitor the operational status of the SRS system.
- A driver side front air bag will be mounted in the steering wheel and will be designed to protect the head and upper torso of the occupant, when used in combination with the 3-point seat belt.
- A passenger side knee bolster air bag will be mounted in the modesty panel below the dash panel and will be designed to protect the legs of the occupant, when used in combination with the 3-point seat belt.
- Air curtains will be provided in the outboard bolster of outboard seat backs to provide a cushion between occupant and the cab wall.
- Suspension seats will be provided with devices to retract them to the lowest travel position during a side roll or frontal impact event.
- Seat belts will be provided with pre-tensioners to remove slack from the seat belt during a side roll or frontal impact event.

Frontal Impact Protection

The SRS system will provide protection during a frontal or oblique impact event. The system will activate when the vehicle decelerates at a predetermined G force known to cause injury to the occupants. The cab and chassis will have been subjected, via third party test facility, to a crash impact during frontal and oblique impact testing. Testing included all major chassis and cab components such as mounting straps for fuel and air tanks, suspension mounts, front suspension components, rear suspensions components, frame rail cross members, engine and transmission and their mounts, pump house and mounts, frame extensions and body mounts. The testing provided configuration specific information used to optimize the timing for firing the safety restraint system. The sensor will activate the pyrotechnic devices when the correct crash algorithm, wave form, is detected.

The SRS system will deploy the following components in the event of a frontal or oblique impact event:

- Driver side front air bag
- Passenger side knee bolster air bag
- Air curtains mounted in the outboard bolster of outboard seat backs
- Suspension seats will be retracted to the lowest travel position
- Seat belts will be pre-tensioned to firmly hold the occupant in place

Side Roll Protection

The SRS system will provide protection during a fast or slow 90 degree roll to the side, in which the vehicle comes to rest on its side. The system will analyze the vehicle's angle and rate of roll to determine the optimal activation of the advanced occupant restraints.

The SRS system will deploy the following components in the event of a side roll:

- Air curtains mounted in the outboard bolster of outboard seat backs
- Suspension seats will be retracted to the lowest travel position
- Seat belts will be pre-tensioned to firmly hold the occupant in place

SEATING CAPACITY

The seating capacity of the vehicle (including tiller cab and belted seat positions in the rescue body) will be four (4).

DRIVER SEAT

A seat will be provided in the cab for the driver. The seat design will be a cam action type, with air suspension. For increased convenience, the seat will include a manual control to adjust the horizontal position (6.00" travel). The manual horizontal control will be a towel-bar style located below the forward part of the seat cushion. To provide flexibility for multiple driver configurations, the seat will have an adjustable reclining back. The seat back will be a high back style with side bolster pads for maximum support. For optimal comfort, the seat will be provided with 17.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat will include the following features incorporated into the side roll protection system:

- Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.
- A suspension seat safety system will be included. When activated in the event of a side roll, this system will pretension the seat belt and retract the seat to its lowest travel position.

The seat will be furnished with a 3-point, shoulder type seat belt.

OFFICER SEAT

A seat will be provided in the cab for the passenger. The seat will be a fixed type, with no suspension. For optimal comfort, the seat will be provided with 17.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat back will be an SCBA back style with 5 degree fixed recline angle. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders.

Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seat will include the following features incorporated into the side roll protection system:

- Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.
- A seat safety system will be included. When activated, this system will pretension the seat belt.

The seat will be furnished with a 3-point, shoulder type seat belt.

RADIO COMPARTMENT

A radio compartment will be provided under the officer's seat.

The inside compartment dimensions will be 16.00" wide x 7.50" high x 15.00" deep, with the back of the compartment angled up to match the cab structure.

A drop-down door with one (1) flush lift and turn latch with black finish will be provided for access.

The compartment will be constructed of smooth aluminum and painted to match the cab interior.

REAR FACING LEFT SIDE CABINET

A rear facing cabinet will be provided in the crew cab at the left side outboard position.

The cabinet will be 26.75" wide x 34.00" high x 23.00" deep.

The cabinet will include no adjustable shelves or trays in the cabinet interior.

The cabinet will include no louvers.

The cabinet will provide access only from outside the cab with one (1) reverse hinged double pan door painted to match the cab exterior with a non-locking D-ring latch. The door will be located on the side of the cab over the wheelwell. A rubber bumper will be provided as a door stop. The clear door opening will be 17.00" wide x 29.25" high.

The exterior access will be provided with a polished stainless steel scuffplate on the lower door frame.

The cabinet will be constructed of smooth aluminum and painted to match the cab interior.

Cabinet Light

There will be one (1) white LED strip light installed on the right side of the exterior cabinet door opening. The lighting will be controlled by an automatic door switch.

REAR FACING PASSENGER SIDE OUTBOARD SEAT

There will be one (1) rear facing seat provided at the passenger side outboard position in the crew cab. For optimal comfort, the seat will be provided with 15.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat back will be an SCBA back style with 5 degree fixed recline angle. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seat will include the following features incorporated into the side roll protection system:

- Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.
- A seat safety system will be included. When activated, this system will pretension the seat belt.

The seat will be furnished with a 3-point, shoulder type seat belt.

FORWARD FACING CENTER SEAT

There will be one (1) forward facing seat provided at the center position in the crew cab. For optimal comfort, the seat will be provided with 15.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat back will be an SCBA style with 90 degree back. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seat will include the following feature incorporated into the side roll protection system:

- A seat safety system will be included. When activated, this system will pretension the seat belt around the occupant to firmly hold them in place in the event of a side roll.

The seat will be furnished with a 3-point, shoulder type seat belt.

FORWARD FACING RIGHT SIDE INBOARD CABINET

A forward facing cabinet will be provided in the crew cab at the right side inboard position.

The cabinet will be 20.00" wide x 30.00" high x 18.00" deep. The interior door will be web netting. The opening will be on the left side of the cabinet, facing the passenger side crew cab door. The netting will be made with 1.00" wide nylon material with 2.00" openings. The nylon webbing will be permanently fastened at the left of the cabinet and have spring clip and hook fasteners on the opposite side to secure it. The clear door opening of the cabinet will be 15.50" wide x 27.00" high.

The cabinet will include no adjustable shelves or trays in the cabinet interior.

The cabinet will include no louvers.

The cabinet will be constructed of smooth aluminum and painted to match the cab interior.

Cabinet Light

There will be one (1) white LED strip light installed on the left side of the interior cabinet door opening. The lighting will be controlled by a rocker switch above the cabinet opening.

REAR FACING OVERHEAD STORAGE COMPARTMENT

There will be two (2) overhead rear facing storage compartments installed at the raised roof within the crew cab, on each side of the air conditioner. The compartments will be approximately 21.00" wide x 9.00" high x 20.00" deep at the bottom.

Each compartment will include one (1) lift up compartment door. Non-locking latch, paddle handle, and gas operated stay arms will be provided.

The compartment will be constructed of smooth aluminum and painted to match the cab interior.

Compartment Light

The storage compartment lighting will consist of one (1) white LED strip light installed horizontally above each compartment door opening.

SEAT UPHOLSTERY

All seat upholstery will be black Turnout Tuff material.

AIR BOTTLE HOLDERS

All SCBA type seats in the cab will have a "Hands-Free" auto clamp style bracket in its backrest. For efficiency and convenience, the bracket will include an automatic spring clamp that allows the occupant to store the SCBA bottle by simply pushing it into the seat back. For protection of all occupants in the cab, in the event of an accident, the inertial components within the clamp will constrain the SCBA bottle in the seat and will exceed the NFPA standard of 9G.

There will be a quantity of three (3) SCBA brackets.

SEAT BELTS

All cab and tiller cab (if applicable) seating positions will have red seat belts. To provide quick, easy use for occupants wearing bunker gear, the female buckle and seat belt webbing length will meet or exceed the current edition of applicable NFPA and CAN/ULC - S515 standards.

The 3-point shoulder type seat belts will include height adjustment. This adjustment will optimize the belts effectiveness and comfort for the seated firefighter. The 3-point shoulder type seat belts will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.

The 3-point shoulder type belts will also include the ReadyReach D-loop assembly to the shoulder belt system. The ReadyReach feature adds an extender arm to the D-loop location placing the D-loop in a closer, easier to reach location.

Any flip up seats will include a 3-point shoulder type belts only.

To ensure safe operation, the seats will be equipped with seat belt sensors in the seat cushion and belt receptacle that will activate an alarm indicating a seat is occupied but not buckled.

HELMET STORAGE PROVIDED BY DEALER

NFPA 1900, 2024 edition, section 11.1.8.4.1 requires a location for helmet storage be provided.

There is no helmet storage on the apparatus as manufactured. The dealer will provide a location for storage of helmets.

CAB DOME LIGHTS

There will be four (4) dual LED dome lights with black bezels provided. Two (2) lights will be mounted above the inside shoulder of the driver and officer and two (2) lights will be installed and located, one (1) on each side of the crew cab.

The color of the LED's will be red and white.

The white LED's will be controlled by the door switches and the lens switch.

The color LED's will be controlled by the lens switch.

In order to ensure exceptional illumination, each white LED dome light will provide a minimum of 10.1 foot-candles (fc) covering an entire 20.00" x 20.00" square seating position when mounted 40.00" above the seat.

ENHANCED SOFTWARE FOR CAB AND CREW CAB DOME LIGHTS

The cab and crew cab dome lights will remain on for 10 seconds for improved visibility after the doors are closed.

The dome lights will dim after 10 seconds or immediately if the vehicle's transmission is put into gear.

PORTABLE HAND LIGHTS PROVIDED BY FIRE DEPARTMENT

The hand lights are not on the apparatus as manufactured. The fire department will provide and mount these hand lights.

CAB INSTRUMENTATION

The cab instrument panel include gauges, an LCD display, telltale indicator lamps, control switches, alarms, and a diagnostic panel. The function of the instrument panel controls and switches will be identified by a label adjacent to each item. Actuation of the headlight switch will illuminate the labels in low light conditions. Telltale indicator lamps will not be illuminated unless necessary. The cab instruments and controls will be conveniently located within the forward cab section, forward of the driver. The gauge assembly and switch panels are designed to be removable for ease of service and low cost of ownership.

Gauges

The gauge panel will include the following ten (10) black faced gauges with black bezels to monitor vehicle performance:

- Voltmeter gauge (volts):
 - Low volts (11.8 VDC)
 - Amber caution indicator on the information center with intermittent alarm
 - Amber caution light on gauge assembly
 - High volts (15.5 VDC)
 - Amber caution indicator on the information center with intermittent alarm
 - Amber caution light on gauge assembly

- Very low volts (11.3 VDC)
 - Red warning indicator on the information center with a steady alarm
 - Amber caution light on gauge assembly
 - Very high volts (16.0 VDC)
 - Red warning indicator on the information center with a steady alarm
 - Amber caution light on gauge assembly
- Engine Tachometer (RPM)
- Speedometer MPH (Major Scale), KM/H (Minor Scale)
- Fuel level gauge (Empty - Full in fractions):
 - Low fuel (1/8 full)
 - Amber caution indicator on the information center with intermittent alarm
 - Amber caution light on gauge assembly
 - Very low fuel (1/32 full)
 - Red caution indicator on the information center with steady alarm
 - Amber caution light on gauge assembly
- Engine Oil pressure Gauge (PSI):
 - Low oil pressure to activate engine warning lights and alarms
 - Red caution indicator on the information center with steady alarm
 - Amber caution light on gauge assembly
- Front Air Pressure Gauges (PSI):
 - Low air pressure to activate warning lights and alarm
 - Red warning indicator on the information center with a steady alarm
 - Amber caution light on gauge assembly
- Rear Air Pressure Gauges (PSI):
 - Low air pressure to activate warning lights and alarm
 - Red warning indicator on the information center with a steady alarm
 - Amber caution light on gauge assembly
- Transmission Oil Temperature Gauge (Fahrenheit):
 - High transmission oil temperature activates warning lights and alarm
 - Amber caution indicator on the information center with intermittent alarm
 - Amber caution light on gauge assembly
- Engine Coolant Temperature Gauge (Fahrenheit):
 - High engine temperature activates an engine warning light and alarms
 - Amber caution indicator on the information center with intermittent alarm
 - Amber caution light on gauge assembly
- Diesel Exhaust Fluid Level Gauge (Empty - Full in fractions):
 - Low fluid (1/8 full)
 - Amber indicator light in gauge dial

All gauges will perform prove out at initial power-up to ensure proper performance.

Indicator Lamps

To promote safety, the following telltale indicator lamps will be located on the instrument panel in clear view of the driver. The indicator lamps will be "dead-front" design that is only visible when active. The colored indicator lights will have descriptive text or symbols.

The following amber telltale lamps will be present:

- Low coolant
- Trac cntl (traction control) (where applicable)
- Check engine
- Check trans (check transmission)
- Aux brake overheat (Auxiliary brake overheat)
- Air rest (air restriction)
- Caution (triangle symbol)
- Water in fuel
- DPF (engine diesel particulate filter regeneration)
- Trailer ABS (where applicable)
- Wait to start (where applicable)
- HET (engine high exhaust temperature) (where applicable)
- ABS (antilock brake system)
- MIL (engine emissions system malfunction indicator lamp) (where applicable)
- Side roll fault (where applicable)
- Front air bag fault (where applicable)

The following red telltale lamps will be present:

- Warning (stop sign symbol)
- Seat belt
- Parking brake
- Stop engine
- Rack down

The following green telltale lamps will be provided:

- Left turn
- Right turn
- Battery on

The following blue telltale lamp will be provided:

- High beam

Alarms

Audible steady tone warning alarm: A steady audible tone alarm will be provided whenever a warning message is present.

Audible pulsing tone caution alarm: A pulsing audible tone alarm (chime/chirp) will be provided whenever a caution message is present without a warning message being present.

Alarm silence: Any active audible alarm will be able to be silenced by holding the ignition switch at the top position for three (3) to five (5) seconds. For improved safety, silenced audible alarms will intermittently chirp every 30 seconds until the alarm condition no longer exists. The intermittent chirp will act as a reminder to the operator that a caution or warning condition still exists. Any new warning or caution condition will enable the steady or pulsing tones respectively.

Indicator Lamp and Alarm Prove-Out

A system will be provided which automatically tests telltale indicator lights and alarms located on the cab instrument panel. Telltale indicators and alarms will perform prove-out at initial power-up to ensure proper performance.

Control Switches

For ease of use, the following controls will be provided immediately adjacent to the cab instrument panel within easy reach of the driver. All switches will have backlit labels for low light applications.

Headlight/Parking light switch: A three (3)-position maintained rocker switch will be provided. The first switch position will deactivate all parking and headlights. The second switch position will activate the parking lights. The third switch will activate the headlights.

Panel back lighting intensity control switch: A three (3)-position momentary rocker switch will be provided. Pressing the top half of the switch, "Panel Up" increases the panel back lighting intensity and pressing the bottom half of the switch, "Panel Down" decreases the panel back lighting intensity. Pressing the half or bottom half of the switch several times will allow back lighting intensity to be gradually varied from minimum to maximum intensity level for ease of use.

Ignition switch: A three (3)-position maintained/momentary rocker switch will be provided. The first switch position will turn off and deactivate vehicle ignition. The second switch position will activate vehicle ignition and will perform prove-out on the telltale indicators and alarms for 3 to 5 seconds after the switch is turned on. A green indicator lamp is activated with vehicle ignition. The third momentary position will temporarily silence all active cab alarms. An alarm "chirp" may continue as long as alarm condition exists. Switching ignition to off position will terminate the alarm silence feature and reset function of cab alarm system.

Engine start switch: A two (2)-position momentary rocker switch will be provided. The first switch position is the default switch position. The second switch position will activate the vehicle's engine. The switch actuator is designed to prevent accidental activation.

Hazard switch will be provided on the instrument panel or on the steering column.

Heater, defroster, and air conditioning control panel.

Turn signal arm: A self-canceling turn signal with high beam headlight controls will be provided.

Windshield wiper control will have high, low and intermittent modes.

Parking brake control: An air actuated push/pull park brake control valve will be provided.

Chassis horn control: Activation of the chassis horn control will be provided through the center of the steering wheel.

High idle engagement switch: A momentary rocker switch with integral indicator lamp will be provided. The switch will activate and deactivate the high idle function. The "OK To Engage High Idle" indicator lamp must be active for the high idle function to engage. A green indicator lamp integral to the high idle engagement switch will indicate when the high idle function is engaged.

"OK To Engage High Idle" indicator lamp: A green indicator light will be provided next to the high idle activation switch to indicate that the interlocks have been met to allow high idle engagement.

Emergency switching will be controlled by multiple individual warning light switches for various groups or areas of emergency warning lights. An Emergency Master switch provided on the instrument panel that enables or disables all individual warning light switches is included.

An additional "Emergency Master" button will be provided on the lower left hand corner of the gauge panel to allow convenient control of the "Emergency Master" system from inside the driver's door when standing on the ground.

Custom Switch Panels

The design of cab instrumentation will allow for emergency lighting and other switches to be placed within easy reach of the operator thus improving safety. There will be positions for up to four (4) switch panels in the lower instrument console and up to six (6) switch panels in the overhead visor console. All switches have backlit labels for low light conditions.

Diagnostic Panel

A diagnostic panel will be accessible while standing on the ground and located inside the driver's side door left of the steering column. The diagnostic panel will allow diagnostic tools such as computers to connect to various vehicle systems for improved troubleshooting providing a lower cost of ownership. Diagnostic switches will allow ABS systems to provide blink codes should a problem exist.

The diagnostic panel will include the following:

- Engine diagnostic port
- Transmission diagnostic port
- ABS diagnostic port
- Roll sensor diagnostic port
- Command Zone USB diagnostic port
- ABS diagnostic switch (blink codes flashed on ABS telltale indicator)
- Diesel particulate filter regeneration switch (where applicable)
- Diesel particulate filter regeneration inhibit switch (where applicable)

Cab LCD Display

A digital four (4)-row by 20-character dot matrix display will be integral to the gauge panel. The display will be capable of showing simple graphical images as well as text. The display will be split into three

(3) sections. Each section will have a dedicated function. The upper left section will display the outside ambient temperature.

The upper right section will display the following, along with other configuration specific information:

- Odometer
- Trip mileage
- PTO hours
- Fuel consumption
- Engine hours

The bottom section will display INFO, CAUTION, and WARNING messages. Text messages will automatically activate to describe the cause of an audible caution or warning alarm. The LCD will be capable of displaying multiple text messages should more than one caution or warning condition exist.

AIR RESTRICTION INDICATOR

A high air restriction warning indicator light LCD message with amber warning indicator and audible alarm will be provided.

"DO NOT MOVE APPARATUS" INDICATOR

A flashing red indicator light, located in the driving compartment, will be illuminated automatically per the current NFPA requirements. The light will be labeled "Do Not Move Apparatus If Light Is On."

The same circuit that activates the Do Not Move Apparatus indicator will activate a pulsing alarm when the parking brake is released.

DO NOT MOVE TRUCK MESSAGES

Messages will be displayed on the Command Zone™, color display located within sight of the driver whenever the Do Not Move Truck light is active. The messages will designate the item or items not in the stowed for vehicle travel position (parking brake disengaged).

The following messages will be displayed (where applicable):

- Do Not Move Truck
- DS Cab Door Open (Driver Side Cab Door Open)
- PS Cab Door Open (Passenger's Side Cab Door Open)
- DS Crew Cab Door Open (Driver Side Crew Cab Door Open)
- PS Crew Cab Door Open (Passenger's Side Crew Cab Door Open)
- DS Body Door Open (Driver Side Body Door Open)
- PS Body Door Open (Passenger's Side Body Door Open)
- Rear Body Door Open
- DS Ladder Rack Down (Driver Side Ladder Rack Down)
- PS Ladder Rack Down (Passenger Side Ladder Rack Down)
- Deck Gun Not Stowed
- Lt Tower Not Stowed (Light Tower Not Stowed)
- Fold Tank Not Stowed (Fold-A-Tank Not Stowed)

- Aerial Not Stowed (Aerial Device Not Stowed)
- Stabilizer Not Stowed
- Steps Not Stowed
- Handrail Not Stowed

Any other device that is opened, extended, or deployed that creates a hazard or is likely to cause major damage to the apparatus if the apparatus is moved will be displayed as a caution message after the parking brake is disengaged.

SWITCH PANELS

The emergency light switch panel will have a master switch for ease of use plus individual switches for selective control. Each switch panel will contain eight (8) membrane-type switches each rated for one million (1,000,000) cycles. Panels containing less than eight (8) switch assignments will include non-functioning black appliques. The built-in switch panels will be located in the lower console or overhead console of the cab.

Additional switch panel(s) will be located in the overhead position(s) above the windshield or in designated locations on the lower instrument panel layout.

The switches will be membrane-type and also act as an integral indicator light. For quick, visual indication the entire surface of the switch will be illuminated white whenever back lighting is activated and illuminated green whenever the switch is active. An active illuminated switch will flash when interlock requirements are not met or device is actively being load managed. For ease of use, a two (2)-ply, scratch resistant laser engraved Gravoply label indicating the use of each switch will be placed in the center of the switch. The label will allow light to pass through the letters for ease of use in low light conditions.

WIPER CONTROL

Wiper control will consist of a two (2)-speed windshield wiper control with intermittent feature and windshield washer controls. The control will be located in the left hand pod of the steering wheel.

SPARE CIRCUIT

There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power
- The negative wire will be connected to ground
- Wires will be protected to 15 amps at 12 volts DC
- Power and ground will terminate officer side dash area
- Termination will be with heat shrinkable butt splicing
- Wires will be sized to 125 percent of the protection

The circuit(s) may be load managed when the parking brake is set.

SPARE CIRCUIT

There will be two (2) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected [12vdc power from].
- The negative wire will be connected to ground.
- Wires will be protected to 20 amps at 12 volts DC.
- Power and ground will terminate one (1) in the RS EMS cabinet on the back wall mid high and one (1) on the rear wall of the cab under the rear seat..
- Termination will be to a Blue Sea System, Model 5026, 12 circuit with negative bus bar, straight blade fuse block. The terminal block will include a cover with circuit labels.

Wires will be sized to 125% of the protection.

This circuit(s) may be load managed when the parking brake is set.

SPARE CIRCUIT

There will be two (2) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected [12vdc power from].
- The negative wire will be connected to ground.
- Wires will be protected to 20 amps at 12 volts DC.
- Power and ground will terminate Back wall of LS3 and RS3.
- Termination will be to a Blue Sea System, Model 5025, 6 circuit with negative bus bar. The terminal block will include a cover with circuit labels.

Wires will be sized to 125% of the protection.

This circuit(s) may be load managed when the parking brake is set.

SPARE CIRCUIT

There will be one (1) dual USB fast charge socket mounts installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the isolated battery.
- The negative wire will be connected to ground.
- Wires will be protected to 4.8 amps at 12 volts DC.
- The USB socket mount will be center dash.
- Termination will be a Blue Sea Systems part number 1045 dual USB charger socket.
- Wires will be sized to 125% of the protection.

This circuit(s) may be load managed when the parking brake is applied.

SPARE CIRCUIT

There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power
- The negative wire will be connected to ground
- Wires will be protected to 15 amps at 12 volts DC
- Power and ground will terminate officer side dash area
- Termination will be with heat shrinkable butt splicing
- Wires will be sized to 125 percent of the protection

The circuit(s) may be load managed when the parking brake is set.

INFORMATION CENTER

An information center employing a 7.00" diagonal touch screen color LCD display will be encased in an ABS plastic housing.

The information center will have the following specifications:

- Operate in temperatures from -40 to 158 degrees Fahrenheit
- LCD optically bonded to hardened AR glass lens
- Five weather resistant user interface switches
- Grey with black accents
- Sunlight Readable
- Linux operating system
- Minimum of 1000nits rated display
- Display can be changed to an available foreign language
- A LCD display integral to the cab gauge panel will be included as outlined in the cab instrumentation area.
- Programmed to read US Customary

General Screen Design

Where possible, background colors will be used to provide "At a Glance" vehicle information. If information provided on a screen is within acceptable limits, a green background will be used.

If a caution or warning situation arises the following will occur:

- An amber background/text color will indicate a caution condition
- A red background/text color will indicate a warning condition
- The information center will utilize an "Alert Center" to display text messages for audible alarm tones. The text messages will be written to identify the item(s) causing the audible alarm to sound. If more than one (1) text message occurs, the messages will cycle every second until the problem(s) have been resolved. The background color for the "Alert Center" will change to indicate the severity of the "warning" message. If a warning and a caution condition occur simultaneously, the red background color will be shown for all alert center messages.
- A label for each button will exist. The label will indicate the function for each active button for each screen. Buttons that are not utilized on specific screens will have a button label with no text or symbol.

Home/Transit Screen

This screen will display the following:

- Vehicle Mitigation (if equipped)
- Water Level (if the water level system includes compatible communications to the information center)
- Foam Level (if the foam level system includes compatible communications to the information center)
- Seat Belt Monitoring Screen
- Tire Pressure Monitoring (if equipped)
- Digital Speedometer
- Active Alarms

On Scene Screen

This screen will display the following and will be auto activated with pump engaged (if equipped):

- Battery Voltage
- Fuel
- Oil Pressure
- Coolant Temperature
- RPM
- Water Level (if equipped)
- Foam Level (if equipped)
- Foam Concentration (if equipped)
- Water Flow Rate (if equipped)
- Water Used (if equipped)
- Active Alarms

Virtual Buttons

There will be four (4) virtual switch panel screens that match the overhead and lower lighting and HVAC switch panels.

Page Screen

The page screen will display the following and allow the user to progress into other screens for further functionality:

- Diagnostics
 - Faults
 - Listed by order of occurrence
 - Allows to sort by system
 - Interlock
 - Throttle Interlocks
 - Pump Interlocks (if equipped)
 - Aerial Interlocks (if equipped)
 - PTO Interlocks (if equipped)

- Load Manager
 - A list of items to be load managed will be provided. The list will provide a description of the load.
 - The lower the priority numbers the earlier the device will be shed should a low voltage condition occur.
 - The screen will indicate if a load has been shed (disabled) or not shed.
 - "At a glance" color features are utilized on this screen.
- Systems
 - Command Zone
 - Module type and ID number
 - Module Version
 - Input or output number
 - Circuit number connected to that input or output
 - Status of the input or output
 - Power and Constant Current module diagnostic information
 - Foam (if equipped)
 - Pressure Controller (if equipped)
 - Generator Frequency (if equipped)
- Live Data
 - General Truck Data
- Maintenance
 - Engine oil and filter
 - Transmission oil and filter
 - Pump oil (if equipped)
 - Foam (if equipped)
 - Aerial (if equipped)
- Setup
 - Clock Setup
 - Date & Time
 - 12 or 24 hour format
 - Set time and date
 - Backlight
 - Daytime
 - Night time
 - Sensitivity
 - Unit Selection
 - Home Screen
 - Virtual Button Setup
 - On Scene Screen Setup
 - Configure Video Mode
 - Set Video Contrast
 - Set Video Color
 - Set Video Tint
- Do Not Move

- The screen will indicate the approximate location and type of item that is open or is not stowed for travel. The actual status of the following devices will be indicated
 - Driver Side Cab Door
 - Passenger's Side Cab Door
 - Driver Side Crew Cab Door
 - Passenger's Side Crew Cab Door
 - Driver Side Body Doors
 - Passenger's Side Body Doors
 - Rear Body Door(s)
 - Ladder Rack (if applicable)
 - Deck Gun (if applicable)
 - Light Tower (if applicable)
 - Hatch Door (if applicable)
 - Stabilizers (if applicable)
 - Steps (if applicable)
- Notifications
 - View Active Alarms
 - Shows a list of all active alarms including date and time of the occurrence is shown with each alarm
 - Silence Alarms - All alarms are silenced
- Timer Screen
- HVAC (if equipped)
- Tire Information (if equipped)
- Ascendant Set Up Confirmation (if equipped)

Button functions and button labels may change with each screen.

COLLISION MITIGATION

There will be a HAAS Alert®, Model HA7 Responder-to-Vehicle (R2V) collision avoidance system provided on the apparatus. The HA7 cellular transponder module will be installed behind the cab windshield, as high and near to the center as practical, to allow clear visibility to the sky. The module dimensions are 5.40" long x 2.70" wide x 1.30" high, and operating temperature range is -40 degree C to 85 degree C.

The transponder will be connected to the vehicle's emergency master circuit and battery direct power and ground.

While responding with emergency lights on, the HA7 transponder sends alert messages via cellular network to motorists in the vicinity of the responding truck that are equipped with the WAZE app.

While on scene with emergency lights on, the HA7 transponder sends road hazard alerts to motorists in the vicinity of the truck that are equipped with the WAZE app.

The HA7 Responder-to-Vehicle (R2V) collision avoidance system will include the transponder and a 5 year cellular plan subscription.

Activation of the HAAS Alert system requires a representative of the customer to accept the End User License Agreement (EULA) via an on-line portal.

VEHICLE DATA RECORDER

There will be a vehicle data recorder (VDR) capable of reading and storing vehicle information provided.

The information stored on the VDR can be downloaded through a USB port mounted in a convenient location determined by cab model. A USB cable can be used to connect the VDR to a laptop to retrieve required information. The program to download the information from the VDR will be available to download on-line.

The vehicle data recorder will be capable of recording the following data via hardwired and/or CAN inputs:

- Vehicle Speed - MPH
- Acceleration - MPH/sec
- Deceleration - MPH/sec
- Engine Speed - RPM
- Engine Throttle Position - % of Full Throttle
- ABS Event - On/Off
- Seat Occupied Status - Yes/No by Position
- Seat Belt Buckled Status - Yes/No by Position
- Master Optical Warning Device Switch - On/Off
- Internal clock syncs the time and date when a laptop is connected

Seat Belt Monitoring System

A seat belt monitoring system (SBMS) will be provided on the Command Zone™ color display and in the center overhead of the cab instrument panel. The SBMS will be capable of monitoring up to 10 seating positions indicating the status of each seat position per the following:

- Seat Occupied & Buckled = Green LED indicator illuminated
- Seat Occupied & Unbuckled = Red LED indicator with audible alarm
- No Occupant & Buckled = Red LED indicator with audible alarm
- No Occupant & Unbuckled = No indicator and no alarm

The seat belt monitoring screen will become active on the Command Zone color display when:

- The home screen is active:
 - and there is any occupant seated but not buckled or any belt buckled with an occupant.
 - and there are no other Do Not Move Apparatus conditions present. As soon as all Do Not Move Apparatus conditions are cleared, the SBMS will be activated.

The SBMS will include an audible alarm that will warn that an unbuckled occupant condition exists and the parking brake is released, or the transmission is not in park.

INTERCOM SYSTEM

There will be digital, single radio interface, intercom located Location 4 in upper switch panel in the cab. The front panel will have master volume, and squelch controls with illuminated indicators, allowing for independent level setting of radio and auxiliary audio devices.

There will be one (1) radio listen only / transmit control with select, monitor, receive, and transmit indicators. There will be one (1) auxiliary audio input with select, and receive indicators.

Headset jacks will be provided for the driver, officer, and two (2) crew positions located at one (1) rear facing seat and one (1) forward facing seat .

The following Firecom components will be provided:

- One (1) 5100D Intercom
- Four (4) HM-10 Interior headset jacks
- All necessary power and station cabling

RADIO / INTERCOM INTERFACE CABLE

The apparatus manufacturer will supply and install one (1) radio interface cable before delivery of the vehicle.

The radio equipment to be used by the customer will be:

- Motorola High Power , Model number APX4500.

RADIO ANTENNA MOUNT

There will be one (1) standard 1.125", 18 thread antenna-mounting base(s) installed on the right side on the cab roof with high efficiency, low loss, coaxial cable(s) routed to the instrument panel area. A weatherproof cap will be installed on the mount.

VEHICLE CAMERA SYSTEM

There will be a color vehicle camera system provided with the following:

- One (1) Analog High Definition (AHD) black camera located at the rear of the apparatus, pointing rearward, displayed automatically with the vehicle in reverse.

The camera image will be displayed on a 7.00" High Definition (HD) display located in view of the driver on the dash. The display will include manual camera activation capability and audio from the active camera.

The following components will be included:

- One (1) HD700136DC, display
- One (1) 1080p AHD rear camera
- All necessary cables

CAMERA SWITCHER

A camera switcher is not required.

ELECTRICAL POWER CONTROL SYSTEM

The primary power distribution will be located forward of the officer's seating position and be easily accessible while standing on the ground for simplified maintenance and troubleshooting. Additional electrical distribution centers will be provided throughout the vehicle to house the vehicle's electrical power, circuit protection, and control components. The electrical distribution centers will be located strategically throughout the vehicle to minimize wire length. For ease of maintenance, all electrical distribution centers will be easily accessible. All distribution centers containing fuses, circuit breakers and/or relays will be easily accessible.

Distribution centers located throughout the vehicle will contain battery powered studs for supplying customer installed equipment thus providing a lower cost of ownership.

Circuit protection devices, which conform to SAE standards, will be utilized to protect electrical circuits. All circuit protection devices will be rated per NFPA requirements to prevent wire and component damage when subjected to extreme current overload. General protection circuit breakers will be Type-I automatic reset (continuously resetting). When required, automotive type fuses will be utilized to protect electronic equipment. Control relays and solenoid will have a direct current rating of 125 percent of the maximum current for which the circuit is protected per NFPA.

Solid-State Control System

A solid-state electronics based control system will be utilized to achieve advanced operation and control of the vehicle components. A fully computerized vehicle network will consist of electronic modules, electronic control modules to include black housings, a power indicator and status indicator located near their point of use to reduce harness lengths and improve reliability. The control system will comply with SAE J1939-11 recommended practices.

The control system will operate as a master-slave system whereas the main control module instructs all other system components. The system will contain patented Mission Critical software that maintains critical vehicle operations in the unlikely event of a main controller error. The system will utilize a Real Time Operating System (RTOS) fully compliant with OSEK/VDX™ specifications providing a lower cost of ownership.

For increased reliability and simplified use the control system modules will include the following attributes:

- Green LED indicator light for module power
- Red LED indicator light for network communication stability status
- Control system self test at activation and continually throughout vehicle operation
- No moving parts due to transistor logic
- Software logic control for NFPA mandated safety interlocks and indicators
- Integrated electrical system load management without additional components
- Integrated electrical load sequencing system without additional components
- Customized control software to the vehicle's configuration
- Factory and field programmable to accommodate changes to the vehicle's operating parameters

To assure long life and operation in a broad range of environmental conditions, the solid-state control system modules will meet the following specifications:

- Module circuit board will meet SAE J771 specifications
- Operating temperature from -40C to +70C
- Storage temperature from -40C to +70C
- Vibration to 50g

IP67 rated enclosure (Totally protected against dust and also protected against the effect of temporary immersion between 15 centimeters and one (1) meter)

Operating voltage from eight (8) volts to 32 volts DC

The main controller will activate status indicators and audible alarms designed to provide warning of problems before they become critical.

Circuit Protection and Control Diagram

Copies of all job-specific, computer network input and output (I/O) connections will be provided with each chassis. The sheets will indicate the function of each module connection point, circuit protection information (where applicable), wire numbers, wire colors and load management information.

On-Board Electrical System Diagnostics

The on-board information center will include the following diagnostic information:

- Text description of active warning or caution alarms
- Simplified warning indicators
- Amber caution indication with intermittent alarm
- Red warning indication with steady tone alarm

Advanced diagnostic feature will be provided in this control system. From the Command Zone display or connected wireless device, these features allow the user to monitor the real-time status of every input or output on the vehicle. It also allows users logged in as an administrator to force on inputs or outputs to assist the troubleshooting process.

TCU Module with WiFi

An in cab module will provide WiFi wireless interface and data logging capability. The WiFi interface will comply with IEEE 802.11 b/g/n capabilities while communicating at 2.4 Gigahertz. The module will communicate through a black WiFi antenna allowing a line of site communication range of up to 300 feet with a roof mounted antenna.

The module will transmit a password protected web page to a WiFi enabled device (i.e. most smart phones, tablets or laptops) allowing two levels of user interaction. The firefighter level will allow vehicle monitoring of the vehicle and firefighting systems on the apparatus. The technician level will allow diagnostic access to inputs and outputs installed on the Command Zone™, control and information system.

The TCU capability will record faults from the engine, transmission, ABS and Command Zone™, control and information systems as they occur. No other data will be recorded at the time the fault occurs. The data TCU will provide up to 2 Gigabytes of data storage.

The TCU will provide a means to download the TCU information and update software in the device.

Indicator Light and Alarm Prove-Out System

A system will be provided which automatically tests basic indicator lights and alarms located on the cab instrument panel.

Voltage Monitor System

A voltage monitoring system will be provided to indicate the status of the battery system connected to the vehicle's electrical load. The system will provide visual and audible warning when the system voltage is below or above optimum levels.

The alarm will activate if the system falls below 11.8 volts DC for more than two (2) minutes.

Dedicated Radio Equipment Connection Points

There will be three (3) studs provided in the primary power distribution center located in front of the officer for two-way radio equipment. The studs will consist of the following:

- 12-volt 40-amp battery switched power
- 12-volt 60-amp ignition switched power
- 12-volt 60-amp direct battery power

There will also be a 12-volt 100-amp ground stud located in or adjacent to the power distribution center.

EMI/RFI Protection

To prevent erroneous signals from crosstalk contamination and interference, the electrical system will meet, at a minimum, SAE J551/2, thus reducing undesired electromagnetic and radio frequency emissions. An advanced electrical system will be used to ensure radiated and conducted electromagnetic interference (EMI) or radio frequency interference (RFI) emissions are suppressed at their source.

The apparatus will have the ability to operate in the electromagnetic environment typically found in fire ground operations to ensure clean operations. The electrical system will meet, without exceptions, electromagnetic susceptibility conforming to SAE J1113/25 Region 1, Class C EMR for 10KHz-1GHz to 100 Volts/Meter. The vehicle OEM, upon request, will provide EMC testing reports from testing conducted on an entire apparatus and will certify that the vehicle meets SAE J551/2 and SAE J1113/25 Region 1, Class C EMR for 10KHz-1GHz to 100 Volts/Meter requirements. Component and partial (incomplete) vehicle testing is not adequate as overall vehicle design can impact test results and thus is not acceptable by itself.

EMI/RFI susceptibility will be controlled by applying appropriate circuit designs and shielding. The electrical system will be designed for full compatibility with low-level control signals and high-powered two-way radio communication systems. Harness and cable routing will be given careful attention to minimize the potential for conducting and radiated EMI/RFI susceptibility.

ELECTRICAL SYSTEM PROGNOSTICS

There will be a software based vehicle tool provided to predict remaining life of the vehicles critical fluid and events.

The system will send automatic indications to the Command Zone™ information center and/or wireless enabled devices to proactively alert of upcoming service intervals.

Prognostics will include the following:

- Engine oil and filter
- Transmission oil and filter

ELECTRICAL

All 12-volt electrical equipment installed by the apparatus manufacturer will conform to modern automotive practices. All wiring will be high temperature crosslink type. Wiring will be run, in loom or conduit, where exposed and have grommets where wire passes through sheet metal. Automatic reset circuit breakers will be provided which conform to SAE Standards. Wiring will be color, function and number coded. Function and number codes will be continuously imprinted on all wiring harness conductors at 2.00" intervals. Exterior exposed wire connectors will be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids.

Electrical wiring and equipment will be installed utilizing the following guidelines:

1. All holes made in the roof will be caulked with silicon. Large fender washers, liberally caulked, will be used when fastening equipment to the underside of the cab roof.
2. Any electrical component that is installed in an exposed area will be mounted in a manner that will not allow moisture to accumulate in it. Exposed area will be defined as any location outside of the cab or body.
3. Electrical components designed to be removed for maintenance will not be fastened with nuts and bolts. Metal screws will be used in mounting these devices. Also a coil of wire will be provided behind the appliance to allow them to be pulled away from mounting area for inspection and service work.
4. Corrosion preventative compound will be applied to all terminal plugs located outside of the cab or body. All non-waterproof connections will require this compound in the plug to prevent corrosion and for easy separation (of the plug).
5. All lights that have their sockets in a weather exposed area will have corrosion preventative compound added to the socket terminal area.
6. All electrical terminals in exposed areas will have silicon applied completely over the metal portion of the terminal.

All lights and reflectors, required to comply with Federal Motor Vehicle Safety Standard #108, will be furnished. Rear identification lights will be recessed mounted for protection. Lights and wiring mounted in the rear bulkheads will be protected from damage by installing a false bulkhead inside the rear compartments.

An operational test will be conducted to ensure that any equipment that is permanently attached to the electrical system is properly connected and in working order.

The results of the tests will be recorded and provided to the purchaser at time of delivery.

BATTERY SYSTEM

There will be four (4) 12 volt Stryten/Exide®, Model 31S950X5W, batteries that include the following features will be provided:

- 950 CCA, cold cranking amps
- 190 amp reserve capacity
- High cycle
- Group 31
- Rating of 3800 CCA at 0 degrees Fahrenheit
- 760 minutes of reserve capacity
- Threaded stainless steel studs

Each battery case will be a black polypropylene material with a vertically ribbed container for increased vibration resistance. The cover will be manifold vented with a central venting location to allow a 45 degree tilt capacity.

The inside of each battery will consist of a "maintenance free" grid construction with poly wrapped separators and a flooded epoxy bottom anchoring for maximum vibration resistance.

BATTERY SYSTEM

There will be a single starting system with an ignition switch and starter button provided and located on the cab instrument panel.

MASTER BATTERY SWITCH

There will be a master battery switch provided within the cab within easy reach of the driver to activate the battery system.

An indicator light will be provided on the instrument panel to notify the driver of the status of the battery system.

BATTERY COMPARTMENTS

Batteries will be placed on non-corrosive mats and be stored in well ventilated compartments located under the cab and bolted directly to the chassis frame. The battery boxes will have reinforced sides. The battery compartments will be constructed of 0.188" steel plate and be designed to accommodate a maximum of three (3) group 31 batteries in each compartment. The battery hold-downs will be of a non-corrosive material. All bolts and nuts will be stainless steel.

Heavy-duty, 2/0 gauge, color coded battery cables will be provided. Battery terminal connections will be coated with anti-corrosion compound.

Battery solenoid terminal connections will be encapsulated with semi-permanent rubberized compound.

JUMPER STUDS

One (1) set of battery jumper studs with plastic color-coded covers will be included on the battery compartments.

BATTERY CHARGER

There will be a Kussmaul™, Chief Series Smart Charger 4012, product code 091-266-12-40, 40 amp battery charger with build-in touch screen display provided.

The battery charger will be wired to the AC shoreline inlet through a junction box located near the battery charger.

The battery charger will be located in the cab behind the driver seat.

REMOTE CONTROL PANEL - BATTERY CHARGER

There will be a Kussmaul™, Chief Series Smart Charger remote control panel, product code 091-266-RCP included.

The battery charger indicator will be located on the driver's seat riser.

AUTO EJECT FOR SHORELINE

There will be one (1) Kussmaul™, Model 091-55-20-120, 20 amp 120 volt AC shoreline inlet(s) provided to operate the dedicated 120 volt AC circuits on the apparatus.

The shoreline inlet(s) will include red weatherproof flip up cover(s).

There will be a release solenoid wired to the vehicle's starter to eject the AC connector when the engine is starting.

The shoreline(s) will be connected to the battery charger.

There will be a mating connector body supplied with the loose equipment.

There will be a label installed near the inlet(s) that state the following:

- Line Voltage
- Current Rating (amps)
- Phase
- Frequency

The shoreline receptacle will be located on the driver side exterior of cab, behind crew cab door.

ALTERNATOR

A Delco Remy®, Model 40SI, alternator will be provided. It will have a rated output current of 320 amps, as measured by SAE method J56. The alternator will feature an integral regulator and rectifier system that has been tested and qualified to an ambient temperature of 257 degrees Fahrenheit (125 degrees Celsius). The alternator will be connected to the power and ground distribution system with heavy-duty cables sized to carry the full rated alternator output.

ELECTRONIC LOAD MANAGER

An electronic load management (ELM) system will be provided that monitors the vehicles 12-volt electrical system, automatically reducing the electrical load in the event of a low voltage condition, and automatically restoring the shed electrical loads when a low voltage condition expires. This ensures the integrity of the electrical system.

For improved reliability and ease of use, the load manager system will be an integral part of the vehicle's solid state control system requiring no additional components to perform load management tasks. Load management systems which require additional components will not be allowed.

The system will include the following features:

- System voltage monitoring.
- A shed load will remain inactive for a minimum of five minutes to prevent the load from cycling on and off.
- Sixteen available electronic load shedding levels.
- Priority levels can be set for individual outputs.
- High Idle to activate before any electric loads are shed and deactivate with the service brake.
 - If enabled:
 - "Load Man Hi-Idle On" will display on the information center.
 - Hi-Idle will not activate until 30 seconds after engine start up.
- Individual switch "on" indicator to flash when the particular load has been shed.
- The information center indicates system voltage.

The information center, where applicable, includes a "Load Manager" screen indicating the following:

- Load managed items list, with priority levels and item condition.
- Individual load managed item condition:
 - ON = not shed
 - SHED = shed

SEQUENCER

A sequencer will be provided that automatically activates and deactivates vehicle loads in a preset sequence thereby protecting the alternator from power surges. This sequencer operation will allow a gradual increase or decrease in alternator output, rather than loading or dumping the entire 12 volt load to prolong the life of the alternator.

For improved reliability and ease of use, the load sequencing system will be an integral part of the vehicle's solid state control system requiring no additional components to perform load sequencing tasks. Load sequencing systems which require additional components will not be allowed.

Emergency light sequencing will operate in conjunction with the emergency master light switch. When the emergency master switch is activated, the emergency lights will be activated one by one at half-second intervals. Sequenced emergency light switch indicators will flash while waiting for activation.

When the emergency master switch is deactivated, the sequencer will deactivate the warning light loads in the reverse order.

Sequencing of the following items will also occur, in conjunction with the ignition switch, at half-second intervals:

- Cab Heater and Air Conditioning
- Crew Cab Heater (if applicable)
- Crew Cab Air Conditioning (if applicable)
- Exhaust Fans (if applicable)
- Third Evaporator (if applicable)

HEADLIGHTS

There will be a HiViz part number FT-4X6-4KIT, that includes four (4) 4.00" high x 6.00" long rectangular LED lights with parking lamp illumination around the outside of the lamps mounted in the front quad style, chrome housing on each side of the cab grille:

- the outside lamp on each side will contain a part number FT-4X6-HL with low beam LEDs
- the inside lamp on each side will contain a part number FT-4X6-H with high beam LEDs
- the lights will be controlled through the headlight switch

FRONT DIRECTIONALS

The front directional's will be Whelen®, Model M62T, 4.31" high x 6.75" wide x 1.37" deep directional lights with amber LEDs. The lens color(s) to be clear. The directional's will be housed in the same common bezel as the front warning light and will be located above the headlights. The housing to be polished and the trim shall be chrome.

The flash pattern of the directional lights will be Steady On (Arrow).

INTERMEDIATE LIGHT

There will be two (2) Weldon, Model 9186-8580-29, amber LED turn signal marker lights furnished, one (1) each side, in the rear fender panel. The light will double as a turn signal and marker light.

CAB CLEARANCE/MARKER/ID LIGHTS

There will be five (5) Truck-Lite, Model 35375Y, amber LED lights provided to indicate the presence and overall width of the vehicle in the following locations:

- Three (3) amber LED identification lights will be installed in the center of the cab above the windshield.
- Two (2) amber LED clearance lights will be installed, one (1) on each outboard side of the cab above the windshield.

The lights will be mounted with no guard.

FRONT CAB SIDE DIRECTIONAL/MARKER LIGHTS

There will be two (2) Weldon, Model 9186-8580-29, amber LED lights installed front of the cab door, one (1) on each side of the cab.

The lights will activate as marker lights with the headlight switch and directional lights with the corresponding directional circuit.

REAR CLEARANCE/MARKER/ID LIGHTING

There will be three (3) Truck-Lite®, Model 33050R, LED lights used as identification lights recessed and located at the rear of the apparatus per the following:

- As close as practical to the vertical centerline
- Centers spaced not less than 6.00" or more than 12.00" apart
- Red in color
- All at the same height

There will be two (2) Truck-Lite, Model 33050R, LED lights recessed at the rear of the apparatus used as clearance lights located at the rear of the apparatus per the following:

- To indicate the overall width of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the rear
- All at the same height

There will be two (2) Truck-Lite, Model 33050R, LED lights recessed on the side of the apparatus as marker lights as close to the rear as practical per the following:

- To indicate the overall length of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the side
- All at the same height

There will be two (2) red reflectors located on the rear of the truck facing to the rear. One (1) each side, as far to the outside as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

There will be two (2) red reflectors located on the side of the truck facing to the side. One (1) each side, as far to the rear as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

Per FMVSS 108 and CMVSS 108 requirements.

REAR FMVSS LIGHTING

The rear stop/tail and directional lighting included in the rear tail light housing will include the following:

- Two (2) Whelen®, Model M62BTT, 4.30" high x 6.70" wide x 1.40" deep brake/tail lights with red LEDs
- Two (2) Whelen, Model M62T, 4.30" high x 6.70" wide x 1.40" deep directional lights with amber LEDs. The directional lights will be set to Steady On (Arrow) flash pattern.
- The lens color(s) to be clear.

There will be two (2) Whelen Model M62BU, LED backup lights provided in the tail light housing.

LICENSE PLATE BRACKET

One (1) license plate bracket constructed of stainless steel will be provided at the rear of the apparatus.

One (1) white LED light with black housing will be provided to illuminate the license plate. A stainless steel light shield will be provided over the light that will direct illumination downward, preventing white light to the rear.

LIGHTING BEZEL

There will be two (2) Whelen, Model M6FCV4P, four (4) place chromed ABS housings with Pierce logos provided for the rear M6 series stop/tail, directional, back up, scene lights or warning lights.

BACK-UP ALARM

A PRECO, Model 1040, solid-state electronic audible back-up alarm that actuates when the truck is shifted into reverse will be provided. The device will sound at 60 pulses per minute and automatically adjust its volume to maintain a minimum ten (10) dBA above surrounding environmental noise levels.

CAB PERIMETER SCENE LIGHTS

There will be four (4) Amdor, Model AY-LB-12HW020, 350 lumens each, 20.00" white LED strip lights provided, one (1) for each cab door.

These lights will be activated automatically when the battery switch is on and the exit doors are opened or by the same means as the body perimeter scene lights.

PUMP HOUSE PERIMETER LIGHTS

There will be two (2) Amdor, Model AY-LB-12HW020, 350 lumens each, 20.00" LED weatherproof strip lights with brackets provided under the pump panel running boards, one (1) each side.

If the combination of options in the vehicle does not permit clearance for a 20.00" light, a 12.00" version of the Amdor light will be installed.

The lights will be controlled by the same means as the body perimeter lights.

BODY PERIMETER SCENE LIGHTS

There will be two (2) Amdor, Model AY-LB-12HW020, 350 lumens, 20.00" long, white LED's, 12 volt DC lights provided at the rear step area of the body, one (1) each side shining to the rear.

The perimeter scene lights will be activated when a switch within reach of the driver is activated and the parking brake is applied.

ADDITIONAL PERIMETER LIGHTS

There will be two (2) lights Amdor®, Model AY-LB-12HW012, 190 lumens each, 12.00" white LED perimeter light(s) provided one (1) light under compartment LS3 and one (1) light under compartment RS3.

These lights will be activated the same as the body perimeter lights.

ENHANCED SOFTWARE FOR PERIMETER LIGHTS

All perimeter lights will be deactivated when the parking brake is released unless alternate control is selected.

The cab and crew cab perimeter lights will remain on for ten (10) seconds for improved visibility after the doors closed.

STEP LIGHTS

Four (4) white LED step lights will be provided. One (1) step light will be provided on each side, on the front compartment face and two (2) step lights at the rear to illuminate the tailboard.

In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15.00" x 15.00" square placed 10.00" below the light and a minimum of 1.5 fc covering an entire 30.00" x 30.00" square at the same 10.00" distance below the light.

These step lights will be actuated with the pump panel light switch.

All other steps on the apparatus will be illuminated per the current edition of applicable NFPA standards.

12 VOLT LIGHTING

There will be one (1) HiViz Model FT-B-46-*, 2.56" high x 46.00" long x 3.31" deep 12 volt DC LED light with with a combination of flood and spot optics provided on the front visor centered.

The painted parts of the light housing and brackets to be black.

The light will be activated by a switch at the driver's side switch panel.

The light may be load managed when the parking brake is applied.

12 VOLT LIGHTING

There will be one (1) HiViz®, Model FT-GESM, 20,500 equivalent lumens 8.65" high x 10.61" wide x 2.78" deep light(s) with white LEDs installed on the cab in the raised roof section of the right-side cab roof. The light(s) to include black optic holders, black bezels and black fixture body.

The light(s) will be activated by a switch at the driver's side switch panel and by a switch at the passenger's side switch panel.

The light(s) may be load managed when the parking brake is applied.

12 VOLT LIGHTING

There will be one (1) HiViz®, Model FT-GESM, 20,500 equivalent lumens 8.65" high x 10.61" wide x 2.78" deep light(s) with white LEDs installed on the cab in the raised roof section of the left side cab roof. The light(s) to include black optic holders, black bezels and black fixture body.

The light(s) will be activated by a switch at the driver's side switch panel and by a switch at the passenger's side switch panel.

The light(s) may be load managed when the parking brake is applied.

12 VOLT LIGHTING - BODY

There will be two (2) HiViz®, Model FT-GESM, surface mount, 20,500 equivalent lumens, 8.65" high x 10.61" wide x 2.78" deep with white LED's installed on the body Above LS1 and LS3 recessed and inboard of emergency lights.. The light(s) to include black optic holders, black bezels and black fixture body. The light(s) will be activated by a switch at the driver's side switch panel and by a switch at the passenger's side switch panel.

The light(s) may be load managed when the parking brake is applied.

12 VOLT LIGHTING - BODY

There will be two (2) HiViz®, Model FT-GESM, surface mount, 20,500 equivalent lumens, 8.65" high x 10.61" wide x 2.78" deep with white LED's installed on the body Above RS1 and RS3 recessed and inboard of emergency lights.. The light(s) to include black optic holders, black bezels and black fixture body.

The light(s) will be activated by a switch at the driver's side switch panel and by a switch at the passenger's side switch panel.

The light(s) may be load managed when the parking brake is applied.

DECK LIGHTS

There will be two (2) Whelen, Model PFBP12C, 12 volt DC LED floodlights with swivel mount provided at the rear of the hose bed, one (1) each side.

The lights will be activated by a control from a switch at the rear of the truck.

HOSE BED LIGHTS

There will be white 12 volt DC LED light strips with stainless steel protective cover, provided to light the hose bed area. Hose Bed lights will meet the photometric levels listed in the current edition of applicable NFPA standards for Hose Bed lighting requirements.

- Light strip(s) will be installed along the upper edge of the left side of the hose bed.
- Light strip(s) will be installed along the upper edge of the right side of the hose bed.

The lights will be activated by a cup switch at the rear of the apparatus no more than 72.00" from the ground.

WALKING SURFACE LIGHT

There will be Model FRP, 4" round black 12 volt DC LED floodlight(s) with bolt mount provided to illuminate the entire designated walking surface on top of the body.

The light(s) will be activated when the body step lights are on.

WATER TANK

Booster tank will have a capacity of 750 gallons and be constructed of polypropylene plastic by United Plastic Fabricating, Incorporated.

The tank will be designed to achieve a low hose bed. Tank design will be a stepped design with the forward section of the tank higher than the section of the tank that is below the hose bed.

Tank joints and seams will be nitrogen welded inside and out.

Tank will be baffled in accordance with the current edition of applicable NFPA standards.

Baffles will have vent openings at both the top and bottom to permit movement of air and water between compartments.

Longitudinal partitions will be constructed of .38" polypropylene plastic and will extend from the bottom of the tank through the top cover to allow for positive welding.

Transverse partitions will extend from 4.00" off the bottom of the tank to the underside of the top cover.

All partitions will interlock and will be welded to the tank bottom and sides.

Tank top will be constructed of .50" polypropylene. It will be recessed .38" and will be welded to the tank sides and the longitudinal partitions.

Tank top will be sufficiently supported to keep it rigid during fast filling conditions.

Construction will include 2.00" polypropylene dowels spaced no more than 30.00" apart and welded to the transverse partitions. Two (2) of the dowels will be drilled and tapped (.50" diameter, 13.00" deep) to accommodate lifting eyes.

A sump that will be sized dependent on the tank to pump plumbing will be provided at the bottom of the water tank.

Sump will include a drain plug and the tank outlet.

Tank will be installed in a fabricated cradle assembly constructed of structural steel.

Sufficient crossmembers will be provided to properly support bottom of tank. Crossmembers will be constructed of steel bar channel or rectangular tubing.

Tank will "float" in cradle to avoid torsional stress caused by chassis frame flexing. Rubber cushions, .50" thick x 3.00" wide, will be placed on all horizontal surfaces that the tank rests on.

Stops or other provision will be provided to prevent an empty tank from bouncing excessively while moving vehicle.

Mounting system will be approved by the tank manufacturer.

Fill tower will be constructed of .50" polypropylene and will be a minimum of 8.00" wide x 14.00" long.

Fill tower will be furnished with a .25" thick polypropylene screen and a hinged cover.

An overflow pipe, constructed of 4.00" schedule 40 polypropylene, will be installed approximately halfway down the fill tower and extend through the water tank and exit to the rear of the rear axle.

SLEEVE, PLUMBING, THROUGH TANK

One (1) sleeve will be provided in the water tank for a 3.00" pipe to the rear.

WATER TANK RESTRAINT

A heavy-duty water tank restraint will be provided.

HOSE BED

The hose bed will be fabricated of 0.125"-5052 aluminum with a nominal 38,000 psi tensile strength.

The hose bed will be as low as practical.

Upper and rear edges of side panels will have a double break for rigidity.

The upper inside area of the beavertails will be covered with brushed stainless steel to prevent damage to painted surface when hose is removed.

Flooring of the hose bed will be removable aluminum grating with the top surface corrugated to aid in hose aeration. The grating slats will be a minimum of 0.50" x 4.50" with spacing between slats for hose ventilation.

A cross divider will be provided at the front of the hose bed before the tank transitions from the lower section to the upper section. The divider will run from the top of the side sheet down below the hose bed grating.

The hose bed interior walls will be painted to match the lower body color.

Hose bed will accommodate Working from LS to RS. 400' 1.75" double stack, 200' 2.50" single stack, bottom of horizontal divider, 150' 1.75" single stack, 150' 1.75" single stack, 150' 1.75" single stack. Above divider, 600' 2.50 bulk load, 800' 5.00.

HOSE BED DIVIDER

Five (5) hosebed dividers will be furnished for separating hose.

Each divider will be constructed of a .125" brushed aluminum sheet fitted and fastened into a slotted, 1.50" diameter radiused extrusion along the top, bottom, and rear edge.

Divider will be fully adjustable by sliding in tracks, located at the front and rear of the hose bed.

Divider will be held in place by tightening bolts, at each end.

Acorn nuts will be installed on all bolts in the hose bed which have exposed threads.

A cross-divider will be provided just behind the fill tower. The divider will be bolted to the side sheet.

SHELF, IN HOSE BED

one (1) removable shelf, made of grating, will be provided for hose storage inside the hose bed. The shelf will be mounted Between the second and fifth vertical dividers..

HOSE BED COVER

The black hose bed cover will be furnished. The cover will be reinforced with 2.00" black nylon strap sewn on the underside along the perimeter. Five (5) Velcro straps will be provided off the webbing straps along each side. Velcro will be provided along the front and side edges in addition to the straps.

There will be one (1) 3" x 5" square cross tube mounted above the hose bed. Reinforcement for the cross tube will be provided on each side sheet to support the tube. The cross tube will be painted job color.

At the rear of the hose bed, 2.00" black nylon webbing with a 1.50" x 4.00" box pattern will be provided. The webbing will attach on the cross tube at the top with three (3) seat belt buckles. A pull bar will be attached to the buckles with a red strap to allow a single pull release. The webbing will be attached at the rear body sheet below the hose bed with three (3) seat belt buckles. A bungee cord will be provided on each lower corner of the hose bed.

RUNNING BOARDS

Running boards will be fabricated of .125" bright aluminum treadplate.

Each running board will be supported by a welded 2.00" square tubing and channel assembly, which will be bolted to the pump compartment substructure.

Running boards will be 12.75" deep and spaced .50" away from the pump panel.

A splash guard will be provided above the running board treadplate.

TAILBOARD

The tailboard will also be constructed of .125" bright aluminum treadplate and spaced .50" from the body, as well as supported by a structural steel assembly.

The tailboard area will be 16.00" deep.

The exterior side will be flanged down and in for increased rigidity of tailboard structure.

REAR WALL, SMOOTH ALUMINUM/BODY MATERIAL

The rear facing surfaces of the center rear wall will be smooth aluminum.

The bulkheads, the surface to the rear of the side body compartments, will be smooth and the same material as the body.

Any inboard facing surfaces below the height of the hosebed will be aluminum diamondplate.

REAR TOW EYES

Two (2) tow eyes, which are an integral part of the body mounting substructure, will be installed below the rear of the truck.

The tow eyes will be of adequate strength to allow the truck to be pulled from the eyes.

REAR TOW BAR

One (1) tow bar will be installed under the tailboard.

The tow bar assembly will be designed and positioned to allow up to a 30-degree upward angled pull of 17,000 lb, or a 20,000 lb straight horizontal pull in line with the centerline of the vehicle.

The tow bar design will have been tested and evaluated using finite element analysis techniques.

COMPARTMENTATION

Body and compartments will be fabricated of 0.125", 5052-H32 aluminum.

Side compartments will be an integral assembly with the rear fenders.

Circular fender liners will be provided for prevention of rust pockets and ease of maintenance.

Side compartment flooring will be of the sweep out design with the floor higher than the compartment door lip.

The side compartment door opening will be framed by flanging the edges in 1.75" and bending out again 0.75" to form an angle.

Drip protection will be provided above the doors by means of bright aluminum extrusion, formed bright aluminum treadplate or polished stainless steel.

The top of the compartment will be covered with bright aluminum treadplate rolled over the edges on the front, rear and outward side. These covers will have the corners welded.

Side compartment covers will be separate from the compartment tops.

Front facing compartment walls will be covered with bright aluminum treadplate.

All screws and bolts which protrude into a compartment will have acorn nuts on the ends to prevent injury.

UNDERBODY SUPPORT SYSTEM

Due to the severe loading requirements of this pumper a method of body and compartment support suitable for the intended load will be provided.

The backbone of the support system will be the chassis frame rails which is the strongest component of the chassis and is designed for sustaining maximum loads.

Forward to the rear axle, the support system will include "L"-shaped support members bolted to the chassis frame rails. These welded support members will include vertical formed channels, horizontal structural channels, and support gussets. These parts extend from the chassis frame outward underneath the body.

Rearward to the rear axle, the body support system will include two rearward facing "L"-shaped support members bolted to the chassis frame rails. These support members will be connected to the two body supporting crossmembers forming a boxed foundation for the rear body support system.

Steel upper platform decks will be mounted on the top of these support members to create a floating substructure which will result in a 500 lb equipment support rating per lower compartment.

All structural components of this system will be made from high strength 50K steel plate material or structural steel componentry. The steel frames as well as the steel vertical angles will be treated with an epoxy E-coat to provide resistance to corrosion and chemicals as standard.

The floating substructure will be separated from the horizontal members with neoprene elastomer isolators. These isolators will reduce the natural flex stress of the chassis from being transmitted to the body.

Isolators will have a broad load range, proven viability in vehicular applications, be of a fail-safe design and allow for all necessary movement in three (3) transitional and rotational modes.

The neoprene isolators will be installed in a pattern which assimilates a three (3)-point mounting pattern to reduce the natural flex of the chassis being transmitted to the body.

A design with body compartments hanging on the chassis in an unsupported fashion will not be acceptable.

AGGRESSIVE WALKING SURFACE

All exterior surfaces designated as stepping, standing, and walking areas will comply with the required average slip resistance of the current NFPA standards.

LOUVERS

Louvers will be stamped into compartment walls to provide the proper airflow inside the body compartments and to prevent water from dripping into the compartment. Where these louvers are provided, they will be formed into the metal and not added to the compartment as a separate plate.

TESTING OF BODY DESIGN

Body structural analysis will be fully tested. Proven engineering and test techniques such as finite element analysis, strain gauging, and model analysis will be performed with special attention given to fatigue, life and structural integrity of the body and substructure.

Body will be tested while loaded to its greatest in-service weight.

The criteria used during the testing procedure will include:

- Raising opposite corners of the vehicle tires 9.00" to simulate the twisting a truck may experience when driving over a curb.
- Making a 90 degree turn, while driving at 20 mph to simulate aggressive driving conditions.
- Driving the vehicle at 35 mph on a washboard road.
- Driving the vehicle at 55 mph on a smooth road.

- Accelerating the vehicle fully, until reaching the approximate speed of 45 mph on rough pavement.

Evidence of actual testing techniques will be made available upon request.

LEFT SIDE COMPARTMENTATION

The left side compartmentation will consist of three lap door compartments.

A full height, vertically hinged, double door compartment ahead of the rear wheels will be provided. The interior dimensions of this compartment will be 44.00" wide x 66.63" high x 25.88" deep in the lower 25.00" of the compartment and 12.00" deep in the remaining upper portion. The clear door opening will be a minimum of 37.00" wide x 61.88" high.

A horizontally hinged, single lift-up door compartment over the rear wheels will be provided. The interior dimensions of this compartment will be 66.50" wide x 32.88" high x 12.00" deep. The clear door opening will be a minimum of 59.25" wide x 27.00" high.

A full height, vertically hinged, double door compartment behind the rear wheels will be provided. The interior dimensions of this compartment will be 47.75" wide x 67.63" high x 25.88" deep in the lower 26.00" of the compartment and 12.00" deep in the remaining upper portion. The clear door opening will be a minimum of 43.50" wide x 62.88" high.

The interior height of the compartments will be measured from the compartment floor to the ceiling. The depth of the compartments will be measured from the back wall to the inside of the door frame.

Closing of the doors will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

The vertically hinged doors will be furnished with a positive door holder.

The lift-up door will be furnished with two gas-charged cylinders to assist in the opening of the door and to maintain the door in an open position. There will be a field adjustable, three-position bracket mounted on the vertical side door opening that will allow the door to be held open at 87°, 90°, or 93°.

RIGHT SIDE COMPARTMENTATION

The right side compartmentation will consist of three lap door compartments.

A full height, vertically hinged, double door compartment ahead of the rear wheels will be provided. The interior dimensions of this compartment will be 44.00" wide x 65.13" high x 25.88" deep. The clear door opening will be a minimum of 37.00" wide x 61.88" high.

A horizontally hinged, single lift-up door compartment over the rear wheels will be provided. The interior dimensions of this compartment will be 66.50" wide x 31.38" high x 25.88" deep. The clear door opening will be a minimum of 59.25" wide x 27.00" high.

A full height, vertically hinged, double door compartment behind the rear wheels will be provided. The interior dimensions of this compartment will be 47.75" wide x 66.13" high x 25.88" deep. The clear door opening will be a minimum of 43.50" wide x 62.88" high.

The interior height of the compartments will be measured from the compartment floor to the ceiling. The depth of the compartments will be measured from the back wall to the inside of the door frame.

Closing of the doors will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

The vertically hinged doors will be furnished with a positive door holder.

The lift-up door will be furnished with two gas-charged cylinders to assist in the opening of the door and to maintain the door in an open position. There will be a field adjustable, three-position bracket mounted on the vertical side door opening that will allow the door to be held open at 87°, 90°, or 93°.

SIDE COMPARTMENT DOORS

All hinged compartment doors will be lap style with double panel construction and will be a minimum of 1.50" thick. The doors will be made out of the same material as the body. To provide additional door strength a "C" section reinforcement will be installed between the outer and interior panels.

Doors will be provided with a closed cell rubber gasket around the surface that laps onto the body. A second heavy-duty automotive rubber molding with a hollow core will be installed on the door framing that seals onto the interior panel, to ensure a weather resisting compartment.

All compartment doors will have polished stainless steel continuous hinge with a pin diameter of .25" that is bolted or screwed on with stainless steel fasteners. (Hinges which are welded on will not be acceptable.)

All door locking mechanisms will be fully enclosed within the door panels to prevent fouling of the lock in the event equipment inside shifts into the lock area.

Doors will be latched with recessed, polished stainless steel "D" ring handles and FMVSS approved door locking mechanisms.

To prevent corrosion caused by dissimilar metals, compartment door handles will not be attached to outer door panel with screws. A rubber gasket will be provided between the "D" ring handle and the door.

REAR COMPARTMENTATION

A roll-up door compartment above the rear tailboard will be provided.

The interior dimensions of this compartment will be 40.00" wide x 33.63" high x 25.88" deep. The spool of the rollup door at the top of the compartment takes up some usable space. The depth of the compartment will be calculated with the compartment door closed.

A louvered, removable access panel will be furnished on the back wall of the compartment.

The rear compartment will be open into the rear side compartments.

The clear door opening of this compartment will be a minimum of 33.25" wide x 23.88" high.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

ROLLUP REAR COMPARTMENT DOOR

There will be a rear rollup door. The door will be double faced aluminum construction, painted one (1) color to match the lower portion of the body and manufactured by Gortite®.

Lath sections will be an interlocking rib design and will be individually replaceable without complete disassembly of door.

Between each slat at the pivoting joint will be a PVC inner seal to prevent metal to metal contact and prevent dirt or moisture from entering the compartments. Seals will allow door to operate in extreme temperatures ranging from 180 to -40 degrees Fahrenheit. Side, top and bottom seals will be provided to resist ingress of dirt and weather and be made of Santoprene.

All hinges, barrel clips and end pieces will be nylon 66. All nylon components will withstand temperatures from 300 to -40 degrees Fahrenheit.

A polished stainless steel lift bar to be provided for each roll-up door. Lift bar will be located at the bottom of door and have latches on the outer extrusion of the doors frame. A ledge will be supplied over lift bar for additional area to aid in closing the door.

Door will be constructed from an aluminum box section. The exterior surface of each slat will be flat. The interior surface will be concave to provide strength and prevent loose equipment from jamming the door from inside.

To conserve space in the compartments, the spring roller assembly will not exceed 3.00" in diameter.

The header for the rollup door assembly will not exceed 4.00".

A heavy-duty magnetic switch will be used for control of open compartment door warning lights.

DOOR GUARD

There will be seven (7) compartment doors that will include a guard/drip pan designed to protect the rollup door from damage when in the retracted position and contain any water spray. The guard will be fabricated from stainless steel and installed left side rearward compartment, left side over the wheel compartment, left side forward compartment, right side rearward compartment, right side over the wheel compartment, right side forward compartment and rear compartment.

ROLL-UP DOOR TRIM

The exterior of the aluminum trim around the door opening will be painted to match the color of the applicable door.

There will be one (1) compartments located B1 with the trim painted.

COMPARTMENT LIGHTING

There will be seven (7) compartment(s) with two (2) white 12 volt DC LED compartment light strips. The dual light strips will be centered vertically along each side of the door framing. There will be two (2) light strips per compartment. The dual light strips will be in all body compartment(s).

Any remaining compartments without light strips will have a 6.00" diameter Truck-Lite, Model: 79384 light. Each light will have a number 1076 one filament, two wire bulb.

Opening the compartment door will automatically turn the compartment lighting on.

MOUNTING TRACKS

There will be seven (7) sets of tracks for mounting shelf(s) in LS1, LS2, LS3, RS1, RS2, RS3 and B1. These tracks will be installed vertically to support the adjustable shelf(s). The tracks will be painted to match the compartment interior.

ADJUSTABLE SHELVES

There will be eight (8) shelves with a capacity of 500 lb provided.

The shelf construction will consist of .188" aluminum painted spatter gray with 2.00" sides.

Each shelf will be infinitely adjustable by means of a threaded fastener, which slides in a track.

The shelves will be held in place by .12" thick stamped plated brackets and bolts.

The location(s) will be in RS1 centered between the floor and the ceiling, in RS3 centered between the floor and the ceiling, in RS3 in the upper third, in RS1 in the upper third, in LS1 centered between the floor and ceiling, in LS3 centered between the floor and ceiling, in LS3 in the upper third and in LS1 in the upper third.

SLIDE-OUT FLOOR MOUNTED TRAY

There will be two (2) floor mounted slide-out tray(s) provided.

Each tray will have 2.00" high sides and a minimum capacity rating of 500 lb in the extended position.

Each tray will be constructed of aluminum painted spatter gray

There will be two undermount-roller bearing type slides rated at 250lb each provided. The pair of slides will have a safety factor rating of 2.

To ensure years of dependable service, the slides will be coated with a finish that is tested to withstand a minimum of 1,000 hours of salt spray per ASTM B117.

To ensure years of easy operation, the slides will require no more than a 50lb force for push-in or pull-out movement when fully loaded after having been subjected to a 40 hour vibration (shaker) test under full load. The vibration drive file will have been generated from accelerometer data collected from a heavy truck chassis driven over rough gravel roads in an unloaded condition. Proof of compliance will be provided upon request.

Automatic locks will be provided for both the "in" and "out" positions. The trip mechanism for the locks will be located at the front of the tray for ease of use with a gloved hand.

The location(s) will be RS3 and LS1.

PEGBOARD

There will be 0.188" thick aluminum pegboard spatter gray painted will be installed on the back wall of six (6) compartments. It will be mounted using two (2) horizontal tracks. Retainers will be used to mount the pegboard to the tracks. The pegboard will be installed on the back wall. The holes will be .203" diameter, punched 1.00" on center. Pegboard will be provided in the following compartments: LS1, LS2, LS3, RS1, RS2 and RS3.

RUB RAIL

Bottom edge of the side and rear of the body compartments will be trimmed with a bright aluminum extruded rub rail.

Trim will be 2.12" high with 1.38" flanges turned outward for rigidity.

The rub rails will not be an integral part of the body construction, which allows replacement in the event of damage.

BODY FENDER CROWNS

Polished stainless steel fender crowns will be provided around the rear wheel openings with a dielectric barrier will be provided between the fender crown and the fender sheet metal to prevent corrosion.

The fender crowns will be held in place with stainless steel screws that thread directly into a composite nut and not directly into the parent body sheet metal to eliminate dissimilar metals contact and greatly reduce the chance for corrosion. Rubber welting will be provided between the body and crown.

BODY FENDER LINER

A painted to match the lower body color fender liner will be provided. The liners will be removable to aid in the maintenance of rear suspension components.

HARD SUCTION HOSE

Hard suction hose will not be required.

HARD SUCTION HOSE COMPARTMENT

A total of two (2) enclosed hard suction hose compartment(s) will be provided one (1) on the left side and one (1) on the right side above the body compartment(s) and capable of storing one (1) hard suction hose per compartment. The compartment(s) will run the full length of the body.

One (1) aluminum unpainted trough will be provided inside the compartment(s).

The compartment(s) will be fabricated of the same material as the body with the exterior painted, and aluminum treadplate surface on top of the compartment..

One (1) painted aluminum door with a Southco C2 black powder coated flush latch hinged on the top with pneumatic cylinder(s), will be provided at the rear of each compartment.

HANDRAILS

The handrails will be 1.25" diameter knurled aluminum to provide a positive gripping surface.

Chrome plated end stanchions will support the handrail. Plastic gaskets will be used between end stanchions and any painted surfaces.

Drain holes will be provided in the bottom of all vertically mounted handrails.

Handrails will be provided to meet current edition of applicable NFPA standards. The handrails will be installed as noted on the sales drawing.

HANDRAILS

One (1) vertical handrail will be located on each rear beavertail.

One (1) horizontal black rubber-covered aluminum handrail will be provided above the hose bed at the rear of the apparatus. The hose bed dividers shall be tied to the upper handrail or cross bar in order to provide sufficient reinforcement.

AIR BOTTLE STORAGE (DOUBLE)

A quantity of four (4) air bottle compartments, 15.25" wide x 7.75" tall x 26.00" deep, will be provided on the left side forward of the rear wheels, on the left side rearward of the rear wheels, on the right side forward of the rear wheels and on the right side rearward of the rear wheels. A painted stainless steel door with a Southco raised trigger C2 black lever latch will be provided to contain the air bottle. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

Inside the compartment, black rubber matting will be provided.

EXTENSION LADDER

There will be a 24' two-section aluminum Duo-Safety Series 900-A extension ladder provided.

ROOF LADDER

There will be a 14' aluminum Duo-Safety Series 775-A roof ladder provided.

LADDER STORAGE

The ladders will be stored inside the upper section of the right side compartments.

The ladders will extend into the pump compartment just to the rear of the water pump discharges. The section of ladders that extend into the pump house will also be enclosed. A black rubber boot will be provided to enclose the ladders in the gap between the pump house and the body.

Each ladder will be stored vertically in a separate stainless steel storage trough. Each stainless steel trough will be lined with Dura-Surf nylon slides.

A vertically hinged smooth aluminum door with a D-handle latch will be provided at the rear bulkhead to access the ladders. The door will be hinged along the inboard edge.

FOLDING LADDER

One (1) 10.00' aluminum, Series 585-A, Duo-Safety folding ladder will be installed.

PIKE POLE PROVIDED BY FIRE DEPARTMENT

The pike poles are not on the apparatus as manufactured. The fire department will provide and mount the pike poles.

There will be one (1) pike pole(s) provided. The pike pole(s) will be a Duo-Safety 10' pike pole.

PIKE POLE STORAGE

There will be storage designated right side for One (1) pike pole 8' or longer pike poles stored in a tube between the side sheet and tank in the ground ladder storage compartment.

6' PIKE POLE PROVIDED BY FIRE DEPARTMENT

The pike pole is not on the apparatus as manufactured. The fire department will provide and mount the pike poles.

There will be one (1) 6' pike pole(s) provided. The pike pole(s) will be a Duo-Safety 6' pike pole.

PIKE POLE STORAGE

There will be storage designated left side for Two (2) pike poles with a 1.38" notch, to accommodate a New York style pike pole stored in a tube through the full depth body panel in the ladder storage compartment.

REAR FOLDING STEPS

Bright finished, non-skid folding steps with a black tread coating on the stepping surface will be provided at the rear. Each step will incorporate an LED light to illuminate the stepping surface. The steps can be used as a hand hold with two openings wide enough for a gloved hand.

PUMP COMPARTMENT

The pump compartment will be separate from the hose body and compartments so that each may flex independently of the other. The pump compartment will be constructed of the same material as the body compartmentation.

The pump compartment substructure will be a fabricated assembly of steel tubing, angles and channels which supports both the fire pump and the side running boards.

The pump compartment will be mounted on the chassis frame rails with rubber biscuits in a four point pattern to allow for chassis frame twist.

Pump compartment, pump, plumbing and gauge panels will be removable from the chassis in a single assembly.

PUMP MOUNTING

Pump will be mounted to a substructure which will be mounted to the chassis frame rail using rubber isolators. The mounting will allow chassis frame rails to flex independently without damage to the fire pump.

LEFT SIDE PUMP CONTROL PANELS

All pump controls and gauges will be located at the left side of the apparatus and properly identified.

Layout of the pump control panel will be ergonomically efficient and systematically organized.

The pump operator's control panel will be removable in two (2) main sections for ease of maintenance:

The upper section will contain sub panels for the mounting of the pump pressure control device, engine monitoring gauges, electrical switches, and foam controls (if applicable). Sub panels will be removable from the face of the pump panel for ease of maintenance. Below the sub panels will be located all valve controls and line pressure gauges.

The lower section of the panel will contain all inlets, outlets, and drains.

All push/pull valve controls will have 1/4 turn locking control rods with polished chrome plated zinc tee handles. Guides for the push/pull control rods will be chrome plated zinc castings securely mounted to the pump panel. Push/pull valve controls will be capable of locking in any position. The control rods will pull straight out of the panel and will be equipped with universal joints to eliminate binding.

IDENTIFICATION TAGS

The identification tag for each valve control will be recessed in the face of the tee handle.

All discharge outlets will have color coded identification tags, with each discharge having its own unique color. Color coding will include the labeling of the outlet and the drain for each corresponding discharge.

All line pressure gauges will be mounted directly above the corresponding discharge control tee handles and recessed within the same chrome plated casting as the rod guide for quick identification. The gauge and rod guide casting will be removable from the face of the pump panel for ease of maintenance. The casting will be color coded to correspond with the discharge identification tag.

All remaining identification tags will be mounted on the pump panel in chrome plated bezels.

The pump panel on the right side will be removable with lift and turn type fasteners.

Trim rings will be installed around all inlets and outlets.

The trim rings for the side discharge outlets will be color coded and labeled to correspond with the discharge identification tag.

PUMP

Pump will be a Waterous CSU, 1500 gpm single (1) stage midship mounted centrifugal type.

Pump will be the class "A" type.

Pump will deliver the percentage of rated discharge at pressures indicated below:

- 100% of rated capacity at 150 psi net pump pressure.
- 70% of rated capacity at 200 psi net pump pressure.
- 50% of rated capacity at 250 psi net pump pressure.

Pump body will be close-grained gray iron, bronze fitted, and horizontally split in two (2) sections for easy removal of the entire impeller shaft assembly (including wear rings).

Pump will be designed for complete servicing from the bottom of the truck, without disturbing the pump setting or apparatus piping.

Pump case halves will be bolted together on a single horizontal face to minimize chance of leakage and facilitate ease of reassembly. No end flanges will be used.

Discharge manifold of the pump will be cast as an integral part of the pump body assembly and will provide a minimum of three (3) 3.50" openings for flexibility in providing various discharge outlets for maximum efficiency.

The three (3) 3.50" openings will be located as follows: one (1) outlet to the right of the pump, one (1) outlet to the left of the pump, and one (1) outlet directly on top of the discharge manifold.

Impeller shaft will be stainless steel, accurately ground to size. It will be supported at each end by sealed, anti-friction ball bearings for rigid precise support. Impeller will have flame plated hubs assuring maximum pump life and efficiency despite any presence of abrasive matter in the water supply.

Bearings will be protected from water and sediment by suitable stuffing boxes, flinger rings, and oil seals. No special or sleeve type bearings will be used.

Pump will be equipped with a self-adjusting, maintenance-free, mechanical shaft seal.

The mechanical seal will consist of a flat, highly polished, spring fed carbon ring that rotates with the impeller shaft. The carbon ring will press against a highly polished stainless steel stationary ring that is sealed within the pump body.

In addition, a throttling ring will be pressed into the steel chamber cover, providing a very small clearance around the rotating shaft in the event of a mechanical seal failure. The pump performance will not deteriorate, nor will the pump lose prime, while drafting if the seal fails during pump operation.

Wear rings will be bronze and easily replaceable to restore original pump efficiency and eliminate the need to replace the entire pump casing due to wear.

PUMP TRANSMISSION

The pump transmission will be made of a three (3) piece, aluminum, horizontally split casing. Power transfer to pump will be through a high strength Morse HY-VO silent drive chain. By the use of a chain rather than gears, 50% of the sprocket will be accepting or transmitting torque, compared to two (2) or three (3) teeth doing all the work.

Drive shafts will be 2.35" diameter hardened and ground alloy steel and supported by ball bearings. The case will be designed to eliminate the need for water cooling.

PUMPING MODE

An interlock system will be provided to ensure that the pump drive system components are properly engaged so that the apparatus can be safely operated. The interlock system will be designed to allow stationary pumping only.

AIR PUMP SHIFT

Pump shift engagement will be made by a two (2) position sliding collar, actuated pneumatically (by air pressure), with a three (3) position air control switch located in the cab. A manual back-up shift control will also be located on the left side pump panel.

Two (2) indicator lights will be provided adjacent to the pump shift inside the cab. One (1) green light will indicate the pump shift has been completed and be labeled "pump engaged". The second green light will indicate when the pump has been engaged, and that the chassis transmission is in pump gear. This indicator light will be labeled "OK to pump".

The pump shift will be interlocked to prevent the pump from being shifted out of gear when the chassis transmission is in gear to meet NFPA requirements.

The pump shift control in the cab will be illuminated to meet NFPA requirements.

TRANSMISSION LOCK-UP

The direct gear transmission lock-up for the fire pump operation will engage automatically when the pump shift control in the cab is activated.

AUXILIARY COOLING SYSTEM

A supplementary heat exchange cooling system will be provided to allow the use of water from the discharge side of the pump for cooling the engine water. The heat exchanger will be a separate unit. It will be installed in the pump or engine compartment with the control located on the pump operator's control panel. The exchanger will be plumbed to the master drain valve.

INTAKE RELIEF VALVE - PUMP

There will be One (1) Elkhart Style 40 relief valve(s) installed on the suction side of the pump preset at 125 psig.

The relief valve(s) will have a working range of 75 psi to 250 psi.

The outlet will terminate below the frame rails with a 2.50" National Standard hose thread adapter and will have a "do not cap" warning tag.

The relief valve pressure control will be located behind behind the right side pump panel with a stainless steel access door .

PRESSURE GOVERNOR

This apparatus will be equipped with a Class1 "Sentry" engine/pump governor/throttle system that is connected directly to the Electronic Control Module (ECM) mounted on the engine.

A special preset feature will permit a predetermined pressure or RPM to be set. The preset pressure or RPM will be displayed on the message display of the "Sentry" . The preset will be easily adjustable by the operator.

The pressure sensor governor system will be operable only after the vehicle parking brake has been set, the transmission is the pumping mode, and the fire pump has been engaged.

The pressure sensor governor system will have two (2) modes of operation: pressure mode or rpm mode.

When in the pressure mode, the PSG system will automatically maintain the discharge pressure set by the operator regardless of flow (within engine/pump operating capabilities).

In the rpm mode, the PSG system will automatically maintain a set engine speed, regardless of engine load (within engine operation capabilities).

The digital display will include:

- Pump intake pressure
- Pump discharge pressure
- Target pressure
- Engine RPM
- Battery voltage
- Oil pressure
- Coolant temperature
- Transmission Temperature
- Fuel economy
- Mode, increase, decrease and idle buttons
- Mode and interlock indicators
- Presets and "soft" buttons

The engine throttle will be a separate Twister rotary knob that can be operated in clockwise or counter clockwise operation.

PRIMING PUMP

The priming pump will be a Trident Emergency Products compressed air powered, high efficiency, multistage venturi based AirPrime System, conforming to standards outlined in the current edition of applicable NFPA standards.

All wetted metallic parts of the priming system are to be of brass and stainless steel construction.

One (1) priming control will open the priming valve and start the pump primer.

PUMP DRAIN LOCATION

The master pump drain will be located so that the drain or the drain lines do not interfere with access to the pump transmission fill plug.

PUMP MANUALS

There will be a total of two (2) pump manuals provided by the pump manufacturer and furnished with the apparatus. The manuals will be provided by the pump manufacturer in the form of two (2) electronic copies. Each manual will cover pump operation, maintenance, and parts.

PLUMBING, STAINLESS STEEL AND HOSE

All inlet and outlet lines will be plumbed with either stainless steel pipe, flexible polypropylene tubing or synthetic rubber hose reinforced with hi-tensile polyester braid. All hose's will be equipped with brass or stainless steel couplings. All stainless steel hard plumbing will be a minimum of a schedule 10 wall thickness.

Where vibration or chassis flexing may damage or loosen piping or where a coupling is required for servicing, the piping will be equipped with victaulic or rubber couplings.

Plumbing manifold bodies will be ductile cast iron or stainless steel.

All piping lines are to be drained through a master drain valve or will be equipped with individual drain valves. All drain lines will be extended with a hose to drain below the chassis frame.

All water carrying gauge lines will be of flexible polypropylene tubing.

All piping, hose and fittings will have a minimum of a 500 PSI hydrodynamic pressure rating.

FOAM SYSTEM PLUMBING

All piping that is in contact with the foam concentrate or foam/water solution will be stainless steel. The fittings will be stainless steel or brass. Cast iron pump manifolds will be allowed.

MAIN PUMP INLETS

A 6.00" pump manifold inlet will be provided on each side of the vehicle. The suction inlets will include removable die cast zinc screens that are designed to provide cathodic protection for the pump, thus reducing corrosion in the pump.

SHORT SUCTION TUBE(S)

The suction tube(s) on the water pump will have short suction tube(s) installed to allow for installation of adapters, elbows or intake valves without excessive overhang.

INLET VALVES WITH INTAKE RELIEF VALVE

There will be Two (2) Task Force Tips (TFT) AXD (Left) Series aluminum ball intake valve(s) provided at LS & RS pump panel main inlets.

The inlet connection will be 1ST (5.0" Rigid Storz) with a cap with a matching cap and the outlet connection will be NX (6.0" Threaded Swivel). There will be an eight-position adjustable 30 degree swiveling detent elbow on the inlet side of the ball intake valve.

The ball intake valve will be controlled with a(n) T (Top Crank).

If ball intake valve is to be controlled with a manual handwheel, the handwheel will be controlled with a NFPA compliant slow-close hand wheel. A position indicator will be provided to allow for a quick visualization of the status of the valve in the open, closed or transition position.

If the ball intake valve is to be electrically controlled, the ball intake valve will be controlled by a remote panel-mounted push-button switch with LED lights for a quick visualization of the status of the valve in the open, closed or transition position. The push button switch will be mounted on the pump operator's panel.

The ball intake valve will be equipped with a standard adjustable pressure relief valve. The relief valve will have a working range of 90 PSI to 300 PSI.

A 0.75" TFT bleeder/drain valve will be provided on the ball intake valve to exhaust excess air or water from the valve.

For corrosion protection the aluminum casting will have a hard coat anodized finish, with a powder coated internal and external finish. All the components facing the wet side of the valve will be constructed from stainless steel.

MAIN PUMP INLET CAP

The main pump inlets will have National Standard Threads with a long handle chrome cap.

The cap will be the Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

VALVES

All ball valves will be Akron® Brass. The Akron valves will be the 8000 series heavy-duty style with a stainless steel ball and a simple two-seat design. No lubrication or regular maintenance is required on the valve.

Valves will have a **ten (10) year** warranty.

The location of the valve for the one (1) inlet will be recessed behind the pump panel.

INLET CONTROL

The side auxiliary inlet(s) will incorporate a quarter-turn ball valve with the control located at the inlet valve. The valve operating mechanism will indicate the position of the valve.

LEFT SIDE INLET

There will be one (1) auxiliary inlet with a 2.50" valve at the left side pump panel, terminating with a 2.50" (F) National Standard hose thread adapter.

The auxiliary inlet will be provided with a strainer, chrome swivel and plug.

RIGHT SIDE INLET

There will be one (1) auxiliary inlet with a 2.50" valve at the right side pump panel, terminating with a 2.50" (F) National Standard hose thread adapter.

The auxiliary inlet will be provided with a strainer, chrome swivel and plug.

INLET BLEEDER VALVE

A 0.75" bleeder valve will be provided for each side gated inlet.

The valves will be located behind the panel with a "T" swing style handle control extended to the outside of the panel.

The handles will be chrome plated and provide a visual indication of valve position. The swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage.

The water discharged by the bleeders will be routed below the chassis frame rails.

TANK TO PUMP

The booster tank will be connected to the intake side of the pump with stainless steel piping and a quarter turn 3.00" full flow line valve with the control remotely located at the operator's panel. Tank to pump line will run straight (no elbows) from the pump into the front face of the water tank and angle down into the tank sump. A rubber coupling will be included in this line to prevent damage from vibration or chassis flexing.

A check valve will be provided in the tank to pump supply line to prevent the possibility of "back filling" the water tank.

TANK REFILL

A 1.50" combination tank refill and pump re-circulation line will be provided, using a quarter-turn full flow ball valve controlled from the pump operator's panel.

DISCHARGE OUTLET CONTROLS

The control for Three (3) discharge outlets will be handwheel control with indicators. The discharge outlets with handwheels will be Two crosslays and inboard rear discharge.

If a handwheel control valve is used, the control will be a minimum of a 3.9" diameter chrome plated handwheel with a dial position indicator built in to the center of the handwheel.

The remaining valves will incorporate a quarter-turn ball valve with the control located at the pump operator's panel.

LEFT SIDE DISCHARGE OUTLETS

There will be Two (2) discharge outlets with a 2.50" valve on the left side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter.

LEFT SIDE OUTLET ELBOWS

The 2.50" discharge outlets located on the left side pump panel will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

RIGHT SIDE DISCHARGE OUTLETS

There will be One (1) discharge outlet with a 2.50" valve on the right side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter.

RIGHT SIDE OUTLET ELBOWS

The 2.50" discharge outlets located on the right side pump panel will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

LARGE DIAMETER DISCHARGE OUTLET

There will be an Akron 8800 4.00" flat ball valve with 4.00" plumbing terminating with a 4.00" MNST chrome adapter on the right side pump panel.

The valve will be controlled with a(n) Pierce large handwheel with indicator located at the pump operators panel.

LARGE DIAMETER OUTLET ELBOWS

The 4.00" outlet(s) will be furnished with one (1) 4.00" (F) National Standard hose thread x 5.00" Storz elbow adapter with Storz cap.

FRONT DISCHARGE OUTLET

There will be one (1) 1.50" discharge outlet piped to the front of the apparatus and located in the center bumper tray.

Plumbing will consist of 2.00" piping and flexible hose with a 2.00" ball valve with control at the pump operator's panel. A fabricated weldment made of stainless steel pipe will be used in the plumbing where appropriate. The piping will terminate with a 1.50" NST with 90 degree stainless steel swivel.

There will be automatic drains provided at all low points of the piping.

REAR DISCHARGE OUTLET

There will be Two (2) discharge outlets piped to the rear of the hose bed, two (2) on the left side, installed so proper clearance is provided for spanner wrenches or adapters. Plumbing will consist of 2.50" piping along with a 2.50" full flow ball valve with the control from the pump operator's panel.

REAR OUTLET ELBOWS

The 2.50" discharge outlets located at the rear of the apparatus will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

DISCHARGE CAPS/ INLET PLUGS

Chrome plated, rocker lug, caps with chain will be furnished for all discharge outlets 1.00" thru 3.00" in size, besides the pre-connected hose outlets.

Chrome plated, rocker lug, plugs with chain will be furnished for all auxiliary inlets 1.00" thru 3.00" in size.

The caps and plugs will incorporate a thread design to automatically relieve stored pressure in the line when disconnected.

OUTLET BLEEDER VALVE

A 0.75" bleeder valve will be provided for each outlet 1.50" or larger. Automatic drain valves are acceptable with some outlets if deemed appropriate with the application.

The valves will be located behind the panel with a T swing style handle control extended to the outside of the side pump panel.

The handles will be chrome plated and provide a visual indication of valve position.

The T swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage.

Bleeders will be located at the bottom of the pump panel. They will be properly labeled identifying the discharge they are plumbed in to.

The water discharged by the bleeders will be routed below the chassis frame rails.

DELUGE RISER

A 3.00" deluge riser will be installed above the pump in such a manner that a monitor can be mounted and used effectively. Piping will be rigidly braced and installed securely so no movement develops when the line is charged. The riser will be gated and controlled at the pump operator's panel.

Any 3.00 inch or larger discharge valve will be a slow-operating valve in accordance with NFPA 13.7.5.3.

MONITOR

An Elkhart Model 8500 "Vulcan" tiller handle controlled monitor will be properly installed on the deluge riser.

This monitor will include the fixed base only.

The monitor will be painted to match the body.

MONITOR NOZZLE

An Elkhart #ST-194 Elk-o-Lite quad stacked deluge tips will be provided with a 282 A Elkhart stream shaper.

Tip sizes will be 1.375", 1.50", 1.75" and 2.0"

The deluge riser will have male National Pipe Threads for mounting the monitor.

CROSSLAY HOSE BEDS

Two (2) crosslays with 1.50" outlets will be provided. Each bed to be capable of carrying 2) 200' of 1.75" double stack and will be plumbed with 2.00" i.d. pipe and gated with a 2.00" quarter turn ball valve.

Each outlet to be equipped with a 1.50" National Standard hose thread chrome adapter. The adapter will be terminate below the hose bed, through the side of the body. The hose thread adapters will be located one under the LS forward crosslay. one under the RS rearward crosslay. .

The crosslay controls will be at the pump operator's panel.

A removable tray will be provided for each crosslay hosebed. The crosslay trays will be constructed of black poly to provide a lightweight sturdy tray. Two (2) hand holes will be in the floor and additional hand holes will be provided in the sides for easy removal and installation from the compartment. The floor of the trays will be perforated to allow for drainage and hose drying. The bottom of the crosslay compartments will be lined with stainless steel to allow the tray to slide with ease. Scuffplates will be provided on both sides, at the sides and bottom of each opening to protect the paint.

CROSSLAY/DEADLAY HOSE RESTRAINT

There will be a one (1) piece black vinyl cover provided across the top and each end of two (2) crosslay/deadlay(s) to secure the hose during travel. The vinyl top will be attached at the front and rear of the crosslay/deadlay(s) with velcro. Each vinyl end flap will have 1.00" web straps that loop through footman loops at the bottom of the crosslay/deadlay(s) and fasten with Hook and loop straps fasteners.

CROSSLAY 8.00" LOWER THAN STANDARD

The crosslays will be lowered 8.00" from standard.

TRAY, SPEEDLAY

There will be two (2) additional poly tray(s) provided for the speedlays. The trays will be identical in design and will be shipped with the loose equipment.

HUSKY 3 FOAM PROPORTIONER

A Pierce Husky® 3 foam proportioning system will be provided. The Husky 3 is an on demand, automatic proportioning, single point, direct injection system suitable for all types of Class A and B foam concentrates, including the high viscosity (6000 cps), alcohol resistant Class B foams. Operation will be based on direct measurement of water flow, and remain consistent within the specified flows and pressures. The system will automatically proportion foam solution at rates from .1 percent to 3 percent

regardless of variations in water pressure and flow, up to the maximum rated capacity of the foam concentrate pump.

The design of the system will allow operation from draft, hydrant, or relay operation.

System Capacity

The system will have the ability to deliver the following minimum foam solution flow rates at accuracies that meet or exceed NFPA requirements at a pump rating of 150 psi.

100 gpm @ 3 percent

300 gpm @ 1 percent

600 gpm @ 0.5 percent

Class A foam setting in .1 percent increments from .1 percent to 1 percent. Typical settings of 1 percent, .5 percent and .3 percent (maximum capacity will be limited to the plumbing and water pump capacity).

Control System

The system will be equipped with a digital electronic control display located on the pump operators panel. Push button controls will be integrated into the panel to turn the system on/off, control the foam percentage, and to set the operation modes.

The percent of injection will have a preset. This preset can be changed at the fire department as desired. The percent of injection will be able to be easily changed at the scene to adjust to changing demands.

Three (3) .50 tall LEDs will display the foam percentage in numeric characters. Three (3) indicator LEDs will also be included, one (1) green, one (1) red, and one (1) yellow. The LEDs will indicate various system operation or error states.

The indications will be:

- Solid Green - System On
- Solid Red - Valve Position Error
- Solid Yellow - Priming System
- Flashing Green - Injecting Foam
- Flashing Red - Low Tank Level
- Flashing Yellow - Refilling Tank

The control display will house a microprocessor, which receives input from the systems water flow meter while also monitoring the position of the foam concentrate pump. The microprocessor will compare the values of the water flow versus the position/rate of the foam pump, to ensure the proportion rate is accurate. One (1) check valve will be installed in the plumbing to prevent foam from contaminating the water pump.

Hydraulic Drive System

The foam concentrate pump will be powered by an electric over hydraulic drive system. The hydraulic system and motor will be integrated into one (1) unit.

Foam Concentrate Pump

The foam concentrate pump will be of positive displacement, self-priming; linear actuated design, driven by the hydraulic system. The pump will be constructed of brass body; chrome plated stainless steel shaft, with a stainless steel piston. In order to increase longevity of the pump, no aluminum will be present in its construction.

A relief system will be provided which is designed to protect the drive system components and prevent over pressuring the foam concentrate pump

The foam concentrate pump will have minimum capacity for 3 gpm with all types of foam concentrates with a viscosity at or below 6000 cps including protein, fluoroprotein, AFFF, FFFP, or AR-AFFF. The system will deliver only the amount of foam concentrate flow required, without recirculating foam back to the storage tank. Recirculating foam concentrate back to the storage tank can cause agitation and premature foaming of the concentrate, which can result in system failure. The foam concentrate pump will be self-priming and have the ability to draw foam concentrate from external supplies such as drums or pails.

External Foam Concentrate Connection

An external foam pick-up will be provided to enable use of a foam agent that is not stored on the vehicle. The external foam pick-up will be designed to allow continued operation after the on-board foam tank is empty, or the use of foam different than the foam in the foam tank.

Panel Mounted External Pick-Up Connection / Valve

A bronze three (3)-way valve will be provided. The unit will be mounted to the pump panel. The valve unit will function as the foam system tank to pump valve and external suction valve. The external foam pick-up will be one (1) 0.75" male connection GHT (garden hose thread) with a cap.

Pick-Up Hose

A 0.75" flexible hose with an end for insertion into foam containers will be provided. The hose will be supplied with a 0.75" female swivel GHT (garden hose thread) swivel connector. The hose will be shipped loose.

Discharges

The foam system will be plumbed to the center of front bumper, left rear outlet, front crosslay, rear crosslay and left rear outlet outboard.

System Electrical Load

The maximum current draw of the electric motor and system will be no more than 55 amperes at 12 VDC.

SINGLE FOAM TANK REFILL

The foam system's proportioning pump will be used to fill the foam tank. This will allow use of the auxiliary foam pick-up to pump the foam from pails or a drum on the ground into the foam tank. A foam

shut-off switch will be installed in the fill dome of the tank to shut the system down when the tank is full. The fill operation will be controlled by a mode in the foam system controller. While the proportioner pump is filling the tank, the controller will display a flashing yellow LED to indicate that the tank is filling. When the tank is full, as determined by the float switch in the tank dome, the pump will stop and the controller will shut the yellow LED off. If it attempted to use tank fill and the refill valve and suction valve are in the wrong position(s), then a red LED will illuminate to indicate the improper valve position(s). When the valves are positioned properly, then filling will commence.

FOAM TANK

The foam tank will be an integral portion of the polypropylene water tank. The cell will have a capacity of 15 gallons of foam with the intended use of Class A foam. The brand of foam stored in this tank will be Nova-cool.. The foam cell will not reduce the capacity of the water tank. The foam cell will have a screen in the fill dome and a breather in the lid.

FOAM TANK DRAIN

The foam tank drain will be a 1.00" quarter turn drain valve located inside the pump/plumbing compartment.

The following drawing(s) will be provided for approval by the customer. The drawing(s) will be made for up One (01) Truck apparatus and/or similar Pierce job number.

PUMP OPERATOR'S PANEL DRAWING

A detailed drawing to scale of the pump operator's panel will be provided for the customer to review. The drawing will include all of the gauges, controls, switching, etc., located on the pump operator's panel. The customer will be allowed to make changes and/or mark-ups to this approval drawing. The fire apparatus manufacturer will make revisions (If needed) to the drawing per the customer changes and/or mark-ups as long as the changes are physically possible within a specific product line.

The finalized and signed customer approved pump operator's panel drawing will become part of the contract documents.

Due to the way drain(s), bleeder(s), operational/maintenance tag(s) and NFPA required warning tag(s) are placed on pump panel(s), these items will NOT be shown on any pump panel approval drawing(s). These item(s) will be placed on pump panel(s) at the fire apparatus manufacturer discretion.

REMAINING PUMP PANEL(S)

Detailed drawing(s) to scale of the remaining pump panel(s) will be provided for the customer to review. The drawing(s) will include all of the gauges, controls, switching, etc., located on the pump panel(s). The customer will be allowed to make changes and/or mark-ups to these approval drawing(s). The fire apparatus manufacturer will make revisions (If needed) to the drawing(s) per the customer changes and/or mark-ups as long as the changes are physically possible within a specific product line.

The finalized and signed customer approved pump panel drawing(s) will become part of the contract documents.

Due to the way drain(s), bleeder(s), operational/maintenance tag(s) and NFPA required warning tag(s) are placed on pump panel(s), these items will NOT be shown on any pump panel approval drawing(s). These item(s) will be placed on pump panel(s) at the fire apparatus manufacturer discretion.

COLOR CODED TAGS

A detailed drawing/chart of the colors used on all of the inlet(s) and outlet(s) will be provided for the customer to review. The customer will be allowed to make changes and/or mark-ups to this approval drawing/chart. The fire apparatus manufacturer will make revisions (If needed) to the drawing per the customer changes and/or mark-ups as long as the changes are physically possible within a specific product line.

The finalized and signed customer approved drawing/chart of the colors will become part of the contract documents.

SPECIAL TEXT/VERBIAGE TAGS

A detailed drawing/chart of the text/verbiage used on all of the inlet(s) and outlet(s) will be provided for the customer to review. The customer will be allowed to make changes and/or mark-ups to this approval drawing/chart. The fire apparatus manufacturer will make revisions (If needed) to the drawing per the customer changes and/or mark-ups as long as the changes are physically possible within a specific product line.

The finalized and signed customer approved drawing/chart of the text/verbiage will become part of the contract documents.

PUMP PANEL CONFIGURATION

The pump panel configuration will be arranged and installed in an organized manner that will provide user-friendly operation.

PUMP AND GAUGE PANEL

The pump and gauge panels will be constructed of aluminum with a black vinyl finish. A polished aluminum trim molding will be provided around each panel.

PUMP ACCESS

Right Side Panel

The right side pump panel will be removable.

Left Side Gauge Panel

The upper left side gauge panel will be horizontally hinged

Panel Fastener

The right side removable panel and upper left side gauge panel will be secured using a chrome flush lift and turn latch .

The left side pump panels will be attached with screws.

The right side lower panel (drain bank) will be secured using screws.

Front Pump House Access

The front of the pump house structure will have provisions for access to the pump.

PUMP COMPARTMENT LIGHT

There will be one (1) Whelen®, Model 3SC0CDCR, 3.00" white 12 volt DC LED light(s) with Whelen, Model 3FLANGECEC, flange(s) installed in the pump compartment.

Engine monitoring graduated LED indicators will be incorporated with the pressure controller.

Also provided at the pump panel will be the following:

- Master Pump Drain Control

THROTTLE READY GREEN INDICATOR LIGHT

There will be a green indicator light integrated with the pressure governor and/or engine throttle installed on the pump operators panel that is activated when the pump is in throttle ready mode.

OK TO PUMP INDICATOR LIGHT

There will be a green indicator light installed on the pump operators panel that is activated when the pump is in Ok To Pump mode.

AIR HORN BUTTON

An air horn control button will be provided at the pump operator's control panel. This button will be red in color and properly labeled "Evacuation".

VACUUM AND PRESSURE GAUGES

The pump vacuum and pressure gauges will be liquid filled and manufactured by Class 1 Incorporated ©.

The gauges will be a minimum of 4.50" in diameter and will have white faces with black lettering, with a pressure range of 30.00"-0-600#.

The pump pressure and vacuum gauges will be installed adjacent to each other at the pump operator's control panel.

Test port connections will be provided at the pump operator's panel. One will be connected to the intake side of the pump, and the other to the discharge manifold of the pump. They will have 0.25 in. standard pipe thread connections and polished stainless steel plugs. They will be marked with a label.

PRESSURE GAUGES

The individual "line" pressure gauges for the discharges will be Class 1© interlube filled.

They will be 2.50" in diameter and have white faces with black lettering.

Gauges will have a pressure range of 0-400#.

The individual pressure gauge will be installed as close to the outlet control as practical.

WATER LEVEL GAUGE

There will be an electronic water level gauge provided on the operator's panel that registers water level by means of five (5) colored LED lights. The lights will be durable, ultra-bright five (5) LED design viewable through 180 degrees. The water level indicators will be as follows:

- 100 percent = Green
- 75 percent = Yellow
- 50 percent = Yellow
- 25 percent = Yellow
- Refill = Red

The light will flash when the level drops below the given level indicator to provide an eighth of a tank indication. To further alert the pump operator, the lights will flash sequentially when the water tank is empty.

The level measurement will be based on the sensing of head pressure of the fluid in the tank.

The display will be constructed of a solid plastic material with a chrome plated die cast bezel to reduce vibrations that can cause broken wires and loose electronic components. The encapsulated design will provide complete protection from water and environmental elements. An industrial pressure transducer will be mounted to the outside of the tank. The field calibratable display measures head pressure to accurately show the tank level.

There will be a Hale part number 106877, 4-light driver module included with this installation to power additional water level gauges.

The system(s) will be energized when ignition switch and parking brake is applied.

WATER LEVEL GAUGE

There will be two (2) additional water level indicator(s), Whelen®, Model PSTANK2, LED module with chrome trim, installed one (1) each side rearward of crew cab doors.

This light module(s) will include four (4) colored levels, and function similar to the water level indicator located at the operators panel:

- First green module indicates a full water level
- Second blue module indicates a water level above 3/4 full
- Third amber module indicates a water level above 1/2 full
- Last red module indicates a water level above 1/4 full and empty
 - Above 1/4 this light will be steady burning
 - At empty this light will be flashing

The flash rate will be determined by the main water level tank sensor.

This module will be activated when the battery switch is on.

FOAM LEVEL GAUGE

An electronic foam level gauge will be provided on the operator's panel that registers foam level by means of five (5) colored LED lights. The lights will be durable, ultra-bright five (5) LED design viewable through 180 degrees. The foam level indicators will be as follows:

- 100 percent = Green
- 75 percent = Yellow
- 50 percent = Yellow
- 25 percent = Yellow
- Refill = Red

The light will flash when the level drops below the given level indicator to provide an eighth of a tank indication. To further alert the pump operator, the lights will flash sequentially when the foam tank is empty.

The level measurement will be based on the sensing of head pressure of the fluid in the tank.

The display will be constructed of a solid plastic material with a chrome plated die cast bezel to reduce vibrations that can cause broken wires and loose electronic components. The encapsulated design will provide complete protection from foam and environmental elements. An industrial pressure transducer will be mounted to the outside of the tank. The display will be able to be calibrated in the field and will measure head pressure to accurately show the tank level.

LIGHT SHIELD

There will be a polished, 16 gauge stainless steel light shield installed over the pump operator's panel.

- There will be 12 volt DC white LED lights installed under the stainless steel light shield to illuminate the controls, switches, essential instructions, gauges, and instruments necessary for the operation of the apparatus. These lights will be activated by the pump panel light switch. Additional lights will be included every 18.00" depending on the size of the pump house.
- One (1) pump panel light will come on when the pump is in ok to pump mode.

There will be a light activated above the pump panel light switch when the parking brake is set. This is to afford the operator some illumination when first approaching the control panel.

AIR HORN SYSTEM

Two (2) Hadley®, eTone, chrome air horns will be recessed in the front bumper. The air horn system will be piped to the air brake system wet tank utilizing 0.38" tubing. A pressure protection valve will be installed to prevent the loss of air in the brake system.

Air Horn Location

The air horns will be located on each side of the bumper, just outside of the frame rails.

Air Horn Control

The air horn(s) will be activated by the following:

- Right side lanyard. The lanyard to be a nylon rope.

- Left side lanyard. The lanyard to be a nylon rope.

ELECTRONIC SIREN

A Whelen®, Model 295SLSA1, electronic siren with noise canceling microphone will be provided.

This siren to be active when the battery switch is on and that emergency master switch is on.

Electronic siren head will be recessed in the driver side center switch panel.

The electronic siren will be controlled on the siren head only. No horn button or foot switches will be provided.

SPEAKER

There will be one (1) Whelen®, Model SA315P, black nylon composite, 100-watt, speaker with through bumper mounting brackets and polished stainless steel grille provided. The speaker will be connected to the siren amplifier.

The speaker will be recessed in the right side of the front bumper, towards the outside.

AUXILIARY MECHANICAL SIREN

There will be a Federal Signal Model Q2B mechanical siren furnished and installed in the front of the apparatus.

The Q2B will be chrome finish.

The siren will have a 2-gauge cable connected to a power solenoid that is connected by a 2-gauge cable ran battery direct to the primary chassis batteries and will be labeled Q2B+ at the battery. The power solenoid will only be enabled when the emergency master switch is on.

The siren will have a 2-gauge ground wire connected to the chassis battery stud. The cable will be labeled Q2B- at the battery.

The mechanical siren will be recessed in the front bumper on the left side. The siren will be properly supported using the bumper framework.

MECHANICAL SIREN CONTROL

The mechanical siren will be activated by the following:

- Right side foot switch.
- Left side foot switch.

A momentary red switch will be included in the left side overhead switch panel to activate the siren brake.

A momentary red switch will be included in switch panel #9 to activate the siren brake.

SWITCH FOR WARNING LIGHTS INTENSITY

When parking brake is set, and a Whelen®, Model LCPHOTO photocell installed on the interior forward cab dash as near to the windshield as practical, is activated due to diminished ambient light, the

designated Whelen® warning lights on the cab and the warning lights on the body will transition to a low power intensity.

In order for the activation of low power mode of the warning lights, the dash mounted Whelen® photocell must sense diminished ambient light (approx. 50 LUX), the battery switch, the ignition switch, the emergency master switch, must be on, and the parking brake set.

The low power intensity mode will be reset when any of the above conditions are not met.

FRONT ZONE UPPER WARNING LIGHTS

There will be one (1) 72.00" Whelen® Freedom™ IV lightbar mounted on the cab roof.

The lightbar will include the following:

- One (1) red flashing LED module in the driver's side end position.
- One (1) red flashing LED module in the driver's side front corner position.
- One (1) red flashing LED module in the driver's side first front position.
- One (1) red flashing LED module in the driver's side second front position.
- Open in the driver's side third front position.
- Open in the driver's side fourth front position.
- One (1) white flashing LED module in the driver's side fifth front position.
- One (1) 795 LED traffic light controller set to national standard high priority in the center positions.
- One (1) white flashing LED module in the passenger's side fifth front position.
- Open in the passenger's side fourth front position.
- Open in the passenger's side third front position.
- One (1) red flashing LED module in the passenger's side second front position.
- One (1) red flashing LED module in the passenger's side first front position.
- One (1) red flashing LED module in the passenger's side front corner position.
- One (1) red flashing LED module in the passenger's side end position.

There will be clear lenses included on the lightbar.

The following switches may be installed in the cab on the switch panel to control the lightbar:

- a switch to control the flashing LED modules.
- the traffic light controller will be activated by a cab switch with emergency master control,
- and there will be a passenger's side momentary cab switch with no emergency master control to activate the traffic light controller.

The two (2) white flashing LED modules and the traffic light controller will be disabled when the parking brake is applied.

The four (4) red flashing LED modules in the front positions may be load managed when the parking brake is applied.

FRONT ZONE LOWER LIGHTS

There will be two (2) Whelen, Model M6**, flashing LED lights installed on the cab face above the headlights, in a common bezel with the directional lights.

- The driver's side front warning light to include red LEDs
- The passenger's side front warning light to include red LEDs
- The color of the lenses will be clear

There will be a switch located in the cab on the switch panel to control the lights.

Each light will have the low intensity mode wire connected to the controlling circuit.

FRONT WARNING LIGHT

One (1) Whelen 4500 series, FFX4520, 20.00" LED lightbar will be provided on the front of the cab, centered beneath the cab windshield, on the lift up service hood.

This lightbar will include the following:

- Two (2) red 400 LINEAR12, LED modules facing forward, one (1) each side.
- One (1) white 400 LINEAR12, LED module facing forward, in the center.
- Two (2) red LINZ6, LED angled corner warning light, one (1) on each end.

These lights will be activated with the emergency master.

The flash pattern will be controlled by two (2) external Whelen ULF28, solid state flashers. The driver side and the passenger side red forward facing LED will alternate with the drive side and passenger side red corner LED and the white center LED.

The lens colors will be all clear.

The colored warning lights may be load managed and the white lights will be disabled when the parking brake is applied.

HEADLIGHT FLASHER

The high beam headlights will flash alternately between the left and right side.

There will be a switch installed in the cab on the switch panel to control the high beam flash. This switch will be live when the battery switch and the emergency master switches are on.

The flashing will automatically cancel when the hi-beam headlight switch is activated or when the parking brake is set.

SIDE ZONE LOWER LIGHTING LOW INTENSITY

There will be six (6) Whelen®, Model M6**, 4.31" high x 6.75" long x 1.37" deep flashing LED warning lights with chrome trim installed per the following:

- Two (2) lights located, one (1) each side on the bumper extension. The driver's side, side front light to include red warning LEDs and the passenger's side, side front light to include red warning LEDs.

- Two (2) lights located, one (1) each side of cab rearward of crew cab doors. The driver's side, side middle light to include red warning LEDs and the passenger's side, side middle light to include red warning LEDs.
- Two (2) lights located, one (1) each side above rear wheels. The driver's side, side rear light to include red warning LEDs and the passenger's side, side rear light to include red warning LEDs.
- The warning light lens color(s) to be clear.

There will be a switch in the cab on the switch panel to control the lights.

Each light will have the low intensity mode wire connected to the controlling circuit.

Any flashing white lights will be disabled when the parking brake is set.

REAR ZONE LOWER LIGHTING

There will be two (2) Whelen®, Model M6*, LED flashing warning lights located at the rear of the apparatus.

- The driver's side rear light to be red
- The passenger's side rear light to be red

The lens color(s) to be clear.

There will be a switch located in the cab on the switch panel to control the lights.

The light(s) will have the low intensity mode wire connected to the controlling circuit.

REAR/SIDE ZONE UPPER WARNING LIGHTS

There will be two (2) Whelen®, Model L31H*FN, LED warning beacons provided at the rear of the truck, located one (1) each side. There will be a switch located in the cab on the switch panel to control the beacons.

The color of the lights will be red LEDs with both domes clear.

The rear warning lights will be mounted on polished stainless steel brackets with all wiring totally enclosed. These brackets will also support the clearance/marker lights.

POWER OUTLET STRIP

There will be two (2) Sentrex Model M5S, 24.00" long x 2.00" wide x 1.75" deep surge protected receptacle strip(s) with five (5) 15 amp 120 volt AC straight blade 90 degree receptacles provided interior back wall of the forward-facing EMS cabinet and back wall of under the rear seat..

The strip(s) selected will be powered from shoreline inlet through a receptacle located adjacent to the strip(s).

There will be a label installed near the strip(s) that state the following:

- Line Voltage
- Current Rating (amps)

- Phase
- Frequency

POWER OUTLET STRIP

There will be two (2) Sentrex Model M5S, 24.00" long x 2.00" wide x 1.75" deep surge protected receptacle strip(s) with five (5) 15 amp 120 volt AC straight blade 90 degree receptacles provided TBD at Pre-Con.

The strip(s) selected will be powered from shoreline inlet through a receptacle located adjacent to the strip(s).

There will be a label installed near the strip(s) that state the following:

- Line Voltage
- Current Rating (amps)
- Phase
- Frequency

LOOSE EQUIPMENT

The following equipment will be furnished with the completed unit:

- One (1) bag of chrome, stainless steel, or cadmium plated screws, nuts, bolts and washers, as used in the construction of the unit.

NFPA LOOSE EQUIPMENT

NFPA Required Loose Equipment Provided by Fire Department

The following loose equipment as outlined in NFPA 1900, 2024 edition, table 8.1 will be provided by the fire department:

- One (1) traffic vest for each seating position, each vest to comply with ANSI/ISEA 207, *Standard for High Visibility Public Safety Vests*, and have a five-point breakaway feature that includes two (2) at the shoulders, two (2) at the sides, and one (1) at the front.
- Five (5) fluorescent orange traffic cones not less than 28.00" (711 mm) in height, each equipped with a 6.00" (152 mm) retro-reflective white band no more than 4.00" (152 mm) from the top of the cone, and an additional 4.00" (102 mm) retro-reflective white band 2.00" (51 mm) below the 6.00" (152 mm) band.
- Five (5) illuminated warning devices such as highway flares, unless the five (5) fluorescent orange traffic cones have illuminating capabilities.

NFPA Loose Equipment That Shall be Considered:

The following loose equipment as outlined in NFPA 1900, 2024 edition, appendix table A.8.4 (a) should be considered:

- 800 ft (60 m) of 2.50" (65 mm) or larger fire hose.
- 400 ft (120 m) of 1.50" (38 mm), 1.75" (45 mm), or 2.00" (52 mm) fire hose.
- One (1) handline nozzle, 200 gpm (750 L/min) minimum.

- Two (2) handline nozzles, 95 gpm (360 L/min) minimum.
- One (1) smooth bore or combination nozzle with shutoff and with 2.50" (65 mm) inlet that flows a minimum of 250 gpm (950 L/min).
- Four (4) SCBA apparatus
- Four (4) SCBA spare cylinders
- One (1) first aid kit.
- Four (4) combination spanner wrenches.
- Two (2) hydrant wrenches.
- One (1) double female 2.50" (65 mm) adapter with national hose (NH) threads.
- One (1) double male 2.50" (65 mm) adapter with national hose (NH) threads.
- One (1) rubber mallet, for use on suction hose connections.
- Two (2) salvage covers each a minimum size of 12 ft × 18 ft (3.7 m × 5.5 m).
- One (1) automatic external defibrillator (AED).

SOFT SUCTION HOSE

There will be no soft suction hose provided.

DRY CHEMICAL EXTINGUISHER PROVIDED BY FIRE DEPARTMENT

The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.

WATER EXTINGUISHER PROVIDED BY FIRE DEPARTMENT

The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.

FLATHEAD AXE PROVIDED BY FIRE DEPARTMENT

The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.

PICKHEAD AXE PROVIDED BY FIRE DEPARTMENT

The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.

PAINT PROCESS

The exterior custom cab and body painting procedure will consist of a seven (7) step finishing process as follows:

1. Manual Surface Preparation - All exposed metal surfaces on the custom cab and body will be thoroughly cleaned and prepared for painting. Imperfections on the exterior surfaces will be removed and sanded to a smooth finish. Exterior seams will be sealed before painting. Exterior surfaces that will not be painted include; chrome plating, polished stainless steel, anodized aluminum and bright aluminum treadplate.
2. Chemical Cleaning and Pretreatment - All surfaces will be chemically cleaned to remove dirt, oil, grease, and metal oxides to ensure the subsequent coatings bond well. The aluminum surfaces will be properly cleaned and treated using a high pressure, high temperature 4 step Acid Etch process. The steel and stainless surfaces will be properly cleaned and treated using a high temperature 3 step process specifically designed for steel or stainless. The chemical treatment converts the metal surface to a passive condition to help prevent corrosion.

3. Surfacer Primer - The Surfacer Primer will be applied to a chemically treated metal surface to provide a strong corrosion protective basecoat. A minimum thickness of 2 mils of Surfacer Primer is applied to surfaces that require a Critical aesthetic finish. The Surfacer Primer is a two-component high solids urethane that has excellent sanding properties and an extra smooth finish when sanded.
4. Finish Sanding - The Surfacer Primer will be sanded with a fine grit abrasive to achieve an ultra-smooth finish. This sanding process is critical to produce the smooth mirror like finish in the topcoat.
5. Sealer Primer - The Sealer Primer is applied prior to the Basecoat in all areas that have not been previously primed with the Surfacer Primer. The Sealer Primer is a two-component high solids urethane that goes on smooth and provides excellent gloss hold out when topcoated.
6. Basecoat Paint - Two coats of a high performance, two component high solids polyurethane basecoat will be applied. The Basecoat will be applied to a thickness that will achieve the proper color match. The Basecoat will be used in conjunction with a urethane clear coat to provide protection from the environment.
7. Clear Coat - Two (2) coats of Clear Coat will be applied over the Basecoat color. The Clear Coat is a two-component high solids urethane that provides superior gloss and durability to the exterior surfaces. Lap style and roll-up doors will be Clear Coated to match the body. Paint warranty for the roll-up doors will be provided by the roll-up door manufacturer.

After the cab and body are painted, the color will be verified to make sure that it matches the color standard. Electronic color measuring equipment will be used to compare the color sample to the color standard entered into the computer. Color specifications will be used to determine the color match. A Delta E reading will be used to determine a good color match within each family color.

All removable items such as brackets, compartment doors, door hinges, and trim will be removed and painted separately if required, to ensure paint behind all mounted items. Body assemblies that cannot be finish painted after assembly will be finish painted before assembly.

The paint finish quality levels for critical areas of the apparatus (cab front and sides, body sides and doors, and boom lettering panels) are to meet or exceed Cadillac/General Motors GMW15777 global paint requirements. Orange peel levels are to meet or exceed the #6 A.C.T. standard in critical areas. The manufacture's written paint standards will be available upon request.

Environmental Impact

Contractor will meet or exceed all current state regulations concerning paint operations. Pollution control will include measures to protect the atmosphere, water and soil. Controls will include the following conditions:

- Topcoats and primers will be chrome and lead free.
- Metal treatment chemicals will be chrome free. The wastewater generated in the metal treatment process will be treated on-site to remove any other heavy metals.
- Particulate emission collection from sanding operations will have a 99.99 percent efficiency factor.

- Particulate emissions from painting operations will be collected by a dry filter or water wash process. If the dry filter is used, it will have an efficiency rating of 98 percent. Water wash systems will be 99.97 percent efficient
- Water from water wash booths will be reused. Solids will be removed on a continual basis to keep the water clean.
- Paint wastes are disposed of in an environmentally safe manner.
- Empty metal paint containers will be recycled to recover the metal.
- Solvents used in clean-up operations will be recycled on-site or sent off-site for distillation and returned for reuse.

Additionally, the finished apparatus will not be manufactured with or contain products that have ozone depleting substances. Contractor will, upon demand, present evidence that the manufacturing facility meets the above conditions and that it is in compliance with his state EPA rules and regulations.

CAB PAINT

The cab will be painted #90 red.

BODY PAINT

The body will be painted to match the lower section of the cab.

PAINT CHASSIS FRAME ASSEMBLY

The chassis frame assembly will be finished with a single system black top coat before the installation of the cab and body, and before installation of the engine and transmission assembly, air brake lines, electrical wire harnesses, etc.

Components treated with epoxy E-coat protection prior to paint:

- Two (2) C-channel frame rails

Components that are included with the chassis frame assembly that will be painted not e-coated are:

- Cross members
- Axles
- Suspensions
- Steering gear
- Battery boxes
- Bumper extension weldment
- Frame extensions
- Body mounting angles
- Rear Body support substructure (front and rear)
- Pump house substructure
- Steel fuel tank
- Castings
- Individual piece parts used in chassis and body assembly

The E-coat process will meet the technical properties shown.

AXLE HUB PAINT

All axle hubs will be painted to match lower job color.

COMPARTMENT INTERIOR PAINT

The interior of all compartments will be painted with a gray spatter finish for ease of cleaning and to make it easier to touch up scratches and nicks.

REFLECTIVE BAND

A 10.00" black reflective band will be provided across the front of the vehicle and along the sides of the body.

The reflective band provided on the cab face will be at the headlight level.

REAR CHEVRON STRIPING

There will be alternating chevron striping located on the rear-facing vertical surface of the apparatus. The rear surface, excluding the rear compartment door, will be covered.

The colors will be ruby red and black reflective.

Each stripe will be 6.00" in width.

This will meet the requirements of the current edition of NFPA 1901, which states that 50% of the rear surface will be covered with chevron striping.

CHEVRON/INVERTED "V" STRIPING ON THE FRONT BUMPER

There will be alternating chevron striping located on the front bumper.

The striping will consist of the following colors:

The first color will be black

The second color will be ruby red

The size of the striping will be 6.00".

CAB DOOR REFLECTIVE STRIPE

A 6.00" x 16.00" black reflective stripe will be provided across the interior of each cab door. The stripe will be located approximately 1.00" up from the bottom, on the door panel.

This stripe will meet the NFPA 1901 requirement.

LETTERING

One (1) to twenty (20) reflective lettering, 10.00" high, with outline and shade will be provided.

LETTERING

There will be non-reflective vinyl lettering, 3.00" high, with outline and shade provided. There will be 17 letters provided.

LETTERING

There will be reflective lettering, 8.00" high, with outline and shade provided. There will be four (4) letters provided.

LETTERING

There will be non-reflective vinyl lettering, 14.00" high, with outline and shade provided. There will be one (1) letter provided.

LETTERING

There will be reflective lettering, 4.00" high, with outline and shade provided. There will be ten (10) letters provided.

LETTERING

There will be reflective lettering, 3.00" high, with outline provided. There will be nine (9) letters provided.

EMBLEM/S

There will be two (2) reflective emblem/s, installed front crew doors match job #38143. Emblem/s will be modeled after the department patch.

LETTERING/NUMERALS ON CAB GRILLE

Two (2) painted letters/numerals with outline, as determined by the fire department, will be provided on the cab grille.

FIRE APPARATUS PARTS MANUAL

There will be one (1) custom parts manual(s) in USB flash drive format for the complete fire apparatus provided.

The manual(s) will contain the following:

- Job number
- Part numbers with full descriptions
- Table of contents
- Parts section sorted in functional groups reflecting a major system, component, or assembly
- Parts section sorted in alphabetical order
- Instructions on how to locate parts

Each manual will be specifically written for the chassis and body model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

Service Parts Internet Site

The service parts information included in these manuals are also available on the Pierce website. The website offers additional functions and features not contained in this manual, such as digital photographs and line drawings of select items. The website also features electronic search tools to assist in locating parts quickly.

CHASSIS SERVICE MANUALS

There will be one (1) chassis service manuals on USB flash drives containing parts and service information on major components provided with the completed unit.

The manual will contain the following sections:

- Job number
- Table of contents
- Troubleshooting
- Front Axle/Suspension
- Brakes
- Engine
- Tires
- Wheels
- Cab
- Electrical, DC
- Air Systems
- Plumbing
- Appendix

The manual will be specifically written for the chassis model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

CHASSIS OPERATION MANUAL

The chassis operation manual will be provided on one (1) USB flash drive.

ONE (1) YEAR MATERIAL AND WORKMANSHIP

A Pierce basic apparatus limited warranty certificate, WA0008, is included with this proposal.

ENGINE WARRANTY

A Cummins **five (5) year** limited engine warranty will be provided. A limited warranty certificate, WA0181, is included with this proposal.

STEERING GEAR WARRANTY

A Sheppard **three (3) year** limited steering gear warranty will be provided. A copy of the warranty certificate will be submitted with the bid package.

FIFTY (50) YEAR STRUCTURAL INTEGRITY

The Pierce custom chassis frame limited warranty certificate, WA0013, is included with this proposal.

FRONT AXLE THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY

The Pierce TAK-4 suspension limited warranty certificate, WA0050, is included with this proposal.

SINGLE REAR AXLE FIVE (5) YEAR MATERIAL AND WORKMANSHIP WARRANTY

A Meritor™ Axle 5 year limited warranty will be provided.

ABS BRAKE SYSTEM THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY

A Meritor Wabco™ ABS brake system limited warranty certificate, WA0232, is included with this proposal.

TEN (10) YEAR STRUCTURAL INTEGRITY

The Pierce custom cab limited warranty certificate, WA0012, is included with this proposal.

TEN (10) YEAR PRO-RATED PAINT AND CORROSION

A Pierce cab limited pro-rated paint warranty certificate, WA0055, is included with this proposal.

FIVE (5) YEAR MATERIAL AND WORKMANSHIP

The Pierce Command Zone electronics limited warranty certificate, WA0014, is included with this proposal.

CAMERA SYSTEM WARRANTY

A Pierce fifty four (54) month warranty will be provided for the camera system.

COMPARTMENT LIGHT WARRANTY

The Pierce 12 volt DC LED strip lights limited warranty certificate, WA0203, is included with this proposal.

TRANSMISSION WARRANTY

The transmission will have a **five (5) year/unlimited mileage** warranty covering 100 percent parts and labor. The warranty will be provided by Allison Transmission.

Note: The transmission cooler is not covered under any extended warranty you may be getting on your Allison Transmission. Please review your Allison Transmission warranty for coverage limitations.

TRANSMISSION COOLER WARRANTY

The transmission cooler will carry a five (5) year parts and labor warranty (exclusive to the transmission cooler). In addition, a collateral damage warranty will also be in effect for the first three (3) years of the warranty coverage and will not exceed \$10,000 per occurrence. A copy of the warranty certificate will be submitted with the bid package.

WATER TANK WARRANTY

A UPF poly water tank limited warranty certificate, WA0195, is included with this proposal.

TEN (10) YEAR STRUCTURAL INTEGRITY

The Pierce apparatus body limited warranty certificate, WA0009, is included with this proposal.

ROLL UP DOOR MATERIAL AND WORKMANSHIP WARRANTY

A Gortite roll-up door limited warranty will be provided. The mechanical components of the roll-up door will be warranted against defects in material and workmanship for the lifetime of the vehicle. A **six (6) year** limited warranty will be provided on painted and satin roll up doors.

The limited warranty certificate, WA0190, is included with this proposal.

PUMP WARRANTY

The Waterous pump will be provided with a Seven (7) year material and workmanship limited warranty.

A copy of the warranty certificate will be submitted with the bid package (no exception).

TEN (10) YEAR PUMP PLUMBING WARRANTY

The Pierce apparatus plumbing limited warranty certificate, WA0035, is included with this proposal.

FOAM SYSTEM WARRANTY

The Husky 3 foam system limited warranty certificate, WA0231, is included with this proposal.

TEN (10) YEAR PRO-RATED PAINT AND CORROSION

A Pierce body limited pro-rated paint warranty certificate, WA0057, is included with this proposal.

ONE (1) YEAR MATERIAL AND WORKMANSHIP

The Pierce graphics fading and deterioration limited warranty limited warranty certificate, WA0168, is included with this proposal.

VEHICLE STABILITY CERTIFICATION

The fire apparatus manufacturer will provide a certification stating the apparatus complies with NFPA 1900, current edition, section 7.14, Vehicle Stability. The certification will be provided at the time of bid.

ENGINE INSTALLATION CERTIFICATION

The fire apparatus manufacturer will provide a certification, along with a letter from the engine manufacturer stating they approve of the engine installation in the bidder's chassis. The certification will be provided at the time of delivery.

POWER STEERING CERTIFICATION

The fire apparatus manufacturer will provide a certification stating the power steering system as installed meets the requirements of the component supplier. The certification will be provided at the time of bid.

CAB INTEGRITY CERTIFICATION

The fire apparatus manufacturer will provide a cab crash test certification with this proposal. The certification will state that a specimen representing the substantial structural configuration of the cab has been tested and certified by an independent third party test facility. Testing events will be documented with photographs, real-time and high-speed video, vehicle accelerometers, cart accelerometers, and a laser speed trap. The fire apparatus manufacturer will provide a state licensed professional engineer to witness and certify all testing events. Testing will meet or exceed the requirements below:

- SAE J2422 Cab Roof Strength Evaluation - Quasi-Static Loading Heavy Trucks.
- European Occupant Protection Standard ECE Regulation No.29.
- SAE J2420 COE Frontal Strength Evaluation - Dynamic Loading Heavy Trucks.

Side Impact

The cab will be subjected to dynamic preload where a 14,320-lb moving barrier is slammed into the side of the cab at 5.50 mph, striking with an impact of 13,000 ft-lb of force. This test is part of the SAE J2422 test procedure and more closely represents the forces a cab will see in a rollover incident.

Frontal Impact

The same cab will withstand a frontal impact of 32,600 ft-lb of force using a moving barrier in accordance with SAE J2420.

Additional Frontal Impact

The same cab will withstand a frontal impact of 65,098 ft-lb of force using a moving barrier. (Twice the force required by SAE J2420)

Roof Crush

The cab will be subjected to a roof crush force of 22,500 lb. This value meets the ECE 29 criteria, and is equivalent to the front axle rating up to a maximum of ten (10) metric tons.

Additional Roof Crush

The same cab will be subjected to a roof crush force of 110,000 lbs. (Four and a half times the load criteria of ECE 29)

The same cab will withstand all tests without any measurable intrusion into the survival space of the occupant area.

There will be no exception to any portion of the cab integrity certification. Nonconformance will lead to immediate rejection of bid.

CAB DOOR DURABILITY CERTIFICATION

Robust cab doors help protect occupants. Cab doors will survive a 200,000 cycle door slam test where the slamming force exceeds 20 G's of deceleration. The bidder will certify that the sample doors similar to those provided on the apparatus have been tested and have met these criteria without structural damage, latch malfunction, or significant component wear.

WINDSHIELD WIPER DURABILITY CERTIFICATION

Visibility during inclement weather is essential to safe apparatus performance. Windshield wipers will survive a 3 million cycle durability test in accordance with section 6.2 of SAE J198 *Windshield Wiper Systems - Trucks, Buses and Multipurpose Vehicles*. The bidder will certify that the wiper system design has been tested and that the wiper system has met these criteria.

SEAT BELT ANCHOR STRENGTH

Seat belt attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat belt anchor design will withstand 3000 lb of pull on both the lap and shoulder belt in accordance with FMVSS 571.210 Seat Belt Assembly Anchorages. The bidder will certify that each anchor design was pull tested to the required force and met the appropriate criteria.

SEAT MOUNTING STRENGTH

Seat attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat mounting design will be tested to withstand 20 G's of force in accordance with FMVSS 571.207 Seating Systems. The bidder will certify, at time of delivery, that each seat mount and cab structure design was pull tested to the required force and met the appropriate criteria.

PERFORMANCE CERTIFICATIONS

Cab Air Conditioning

Good cab air conditioning temperature and air flow performance keeps occupants comfortable, reduces humidity, and provides a climate for recuperation while at the scene. The cab air conditioning system will cool the cab from a heat-soaked condition at 100 degrees Fahrenheit to an average of 78 degrees Fahrenheit in 30 minutes. The bidder will certify that a substantially similar cab has been tested and has met these criteria.

Cab Defroster

Visibility during inclement weather is essential to safe apparatus performance. The defroster system will clear the required windshield zones in accordance with SAE J381 Windshield Defrosting Systems Test Procedure And Performance Requirements - Trucks, Buses, And Multipurpose Vehicles. The bidder will certify that the defrost system design has been tested in a cold chamber and passes the SAE J381 criteria.

Cab Auxiliary Heater

Good cab heat performance and regulation provides a more effective working environment for personnel, whether in-transit, or at a scene. An auxiliary cab heater will warm the cab 77 degrees Fahrenheit from a cold-soak, within 30 minutes when tested using the coolant supply methods found in SAE J381. The bidder will certify, at time of delivery, that a substantially similar cab has been tested and has met these criteria.

AMP DRAW REPORT

The bidder will provide, at the time of bid and delivery, an itemized print out of the expected amp draw of the entire vehicle's electrical system.

The manufacturer of the apparatus will provide the following:

- Documentation of the electrical system performance tests.
- A written load analysis, which will include the following:
 - The nameplate rating of the alternator.
 - The alternator rating under the conditions specified per:
 - Applicable NFPA 1901 or 1906 (Current Edition).
 - The minimum continuous load of each component that is specified per:
 - Applicable NFPA 1901 or 1906 (Current Edition).
 - Additional loads that, when added to the minimum continuous load, determine the total connected load.
 - Each individual intermittent load.

All of the above listed items will be provided by the bidder per the current edition of applicable NFPA standards.



City Council Agenda Bill

Meeting Date: January 22, **Agenda Item:** 6.h.
2024

Agenda Item Title: Contract Award: General Sewer Plan #24-047-SEW-001

Staff Contact(s): Andrew Rheume, Brian Walker

Approved for Submittal to Council by **Action Type**
TIFFANY MATSON Contract Award

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$492,571.00 to HDR Engineering, Inc. to assist the City with the development of a General Sewer Plan for the City's sewer utility.

1. **Background:** A General Sewer Plan, formerly known as a Wastewater Comprehensive Plan, was last updated in 2015. It is due to be updated. This planning document characterizes condition, capacity and performance of the existing sewer infrastructure and compares it with future needs. The ever tightening emission requirements for both air and water are assessed in conjunction with I&I, estimated population growth, UGA boundaries and potential annexations. The conclusions of this planning effort will help direct tens of millions of capital dollars towards necessary improvements in the collection system, the treatment plant itself, and the biosolids treatment system. This planning effort will be conducted in conjunction with the citywide 2025 Comprehensive Plan, will complete the City's Sewer Model, and will provide the finished document suitable for submittal to DOE.
2. **Key Terms:**
 - a. Contract is on a time and materials basis not-to-exceed \$492,571.00.
 - b. The period of performance under this Agreement is through December 31, 2025.
3. **Competitive Bidding:** Per RCW 39.80 this engineering consultant was selected from the City's MRSC Architectural, Landscape Architectural, and Engineering Service Roster to provide a proposal for this scope of work.

Budget Impact:

Consultant	HDR Engineering, Inc.
------------	-----------------------

Contract Amount	\$492,571.00
Earmarked Funds	\$500,000.00
BARS #	440.750.594.35.64
Budget Amendment Required?	No
Start Date	Contract execution
End Date	12/31/25

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 24-047-SEW-001 with HDR Engineering, Inc. in the amount of \$492,571.00 for the development of the General Sewer Plan.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 24-047-SEW-001



AGREEMENT 24-047-SEW-001

Between
THE CITY OF ANACORTES
AND
HDR ENGINEERING, INC.

GENERAL SEWER PLAN

This Agreement, hereinafter referred to as "Agreement", is made and entered into between the City of Anacortes, hereinafter referred to as the "City", and HDR Engineering, Inc., hereinafter referred to as the "Consultant".

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

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

1. **Scope of Work**. Under this Agreement, the Consultant shall assist the City with the development of a General Sewer Plan for the City's sewer utility. Work is specified in Exhibit A, which is attached hereto and incorporated by reference, and shall be performed under the direction of the City's Project Manager, Brian Walker, or designee.

2. **Price and Payment Terms**. The services provided under this Agreement shall be on a time and materials basis not-to-exceed **Four Hundred Ninety-Two Thousand Five Hundred Seventy-One Dollars (\$492,571.00)**. The per task estimates are detailed in Exhibit A, which is attached hereto and incorporated by reference.

3. **Period of Performance**. The period of performance under this Agreement is from inception through December 31, 2025.

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

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

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

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

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

6. **Invoicing**. All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, **Agreement Number**, Agreement Price, amount requested per invoice and cumulative invoiced amount. Invoices shall include actual hours worked by Period, by Labor Category. The Consultant must invoice MONTHLY for quantities delivered during the invoice period,

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

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

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

9. **Ownership and Use of Documents.** All finished and unfinished documents and material prepared by the Consultant with funds paid by the City pursuant to the terms of this Agreement shall become the property of the City and shall be forwarded to the City upon its request. Documents and materials shall include but not be limited to plans, specifications, reports, electronic and non-electronic data, and other design documents prepared by the Consultant. Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure. Any modification or reuse of such materials for purposes other than those intended by this Agreement shall be at City's sole risk and without liability to Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

Verification of coverage shall include:

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

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

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

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

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

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

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

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

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

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

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

20. Right to Terminate Agreement.

A. Termination for Default: If the Consultant defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Consultant in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including

all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

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

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

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

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

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

25. **Disputes**

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

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

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

D. Dispute Resolution: In the event of a dispute between the City and the Consultant arising of this Agreement, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Consultant to have oversight over the administration of this Agreement. Said representatives shall meet within thirty (30) calendar days of receipt of detailed claim, and the parties shall make a good faith effort to

achieve a resolution of the dispute. In the event the parties are unable to resolve the dispute under the procedure set forth above, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties. If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies.

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

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

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

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

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

31. **Notices.** Receipt of any notice shall be deemed effective three days after deposit of written notice in the U.S. mail, with proper postage and properly addressed. Notices shall be sent to the following addresses:

CITY:

City of Anacortes
Tiffany Matson
904 6th Street
PO BOX 547
Anacortes, WA 98221

CONSULTANT:

HDR Engineering, Inc.
Kenneth Packard
929 108th Ave NE, Suite 1300
Bellevue, WA 98004

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

CITY OF ANACORTES

HDR ENGINEERING, INC.

By _____
Matt Miller, Mayor

By _____

Date _____

Title _____

Date _____

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Agreement #24-047-SEW-001 Exhibit A

Anacortes General Sewer Plan

Scope of Services

January 1, 2024



**929 108th Avenue NE
Suite 1300
Bellevue, WA 98004-4361
(425) 450-6200**

Table of Contents

Background	1
Scope of Services	1
Task 100 Project Management.....	1
Objective.....	1
HDR Services	1
Client Responsibilities	2
Assumptions	2
Deliverables	2
Task 200 Data Review and Planning Considerations.....	2
Objective.....	2
HDR Services	2
Client Responsibilities	3
Assumptions	3
Deliverables	4
Task 300 Flows and Loads Projections	4
Objective.....	4
HDR Services	4
Client Responsibilities	5
Assumptions	5
Deliverables	5
Task 400 Collection System Analysis	5
Objective.....	5
HDR Services	5
Client Responsibilities	6
Assumptions	6
Deliverables	7
Task 500 Wastewater Treatment Plant Analysis	7
Objective.....	7
HDR Services	7
Client Responsibilities	7
Assumptions	7
Deliverables	8
Task 600 Capital Improvement Program.....	8
Objective.....	8
HDR Services	8
Client Responsibilities	8
Assumptions	8
Deliverables	9
Task 700 Financial Program	9

Objective.....	9
HDR Services	9
Client Responsibilities	9
Assumptions	9
Deliverables	9
Task 800 General Sewer Plan Preparation.....	10
Objective.....	10
HDR Services	10
Client Responsibilities	10
Assumptions	10
Deliverables	10
Task 900 Collection System Flow Monitoring	11
Objective.....	11
HDR Services	11
Subconsultant Services.....	11
Client Responsibilities	11
Assumptions	11
Deliverables	11
Task 1000 Collection System Surveying	11
Objective.....	11
HDR Services	12
Subconsultant Services.....	12
Client Responsibilities	12
Assumptions	12
Deliverables	12
Task 1100 Management Reserve.....	12
Objective.....	12
HDR Services	12
Client Responsibilities	12
Assumptions	13
Schedule	13
Compensation	13

EXHIBIT A

SCOPE OF SERVICES

Background

The City of Anacortes is proceeding with the development of a General Sewer Plan for their sewer utility. The previous plan was developed in 2015 with the near-term planning horizon being surpassed in 2021. The drivers for the new plan are as follows:

1. The planning effort for the new WWTP outfall project identified reaches of sewer trunk line infrastructure that are at or nearing capacity during current conditions reinforcing the need to complete an analysis of the City's collection system.
2. The City has experienced accelerated development and population growth with annexation potential, particularly in the eastern reaches of the City. These potential development areas would increase flows to trunk lines that have been identified to have limited capacity.
3. The Department of Ecology (Ecology) has issued the Puget Sound Nutrient General Permit (PSNGP) which requires an All Known and Reasonable Technology (AKART) analysis of nitrogen removal technologies. A key component in this effort is affordability, so understanding all the wastewater utility's financial demands is vital.

The combination of these factors set the stage for this very important planning effort. This effort will include updated flows and loading projections for the City, the update and calibration of the hydraulic model, assessment of the City's existing infrastructure, capital improvement plan (CIP) development and an assessment of the City's existing financial program. The General Sewer Plan will conform to the content requirements identified in WAC 173-240-050.

Scope of Services

Task 100 Project Management

Objective

The purpose of this task is to monitor, control and adjust scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing.

HDR Services

1. Prepare a Project Management Plan (Project Guide) outlining the project scope, team organization, schedule, and communications information.
2. Coordinate and manage the project team.
3. Subcontract with and manage project subconsultants.
4. Prepare monthly status reports describing the following:
 - A. Services completed during the month
 - B. Services planned for the next month
 - C. Needs for additional information
 - D. Scope/schedule/budget issues

- E. Schedule update and financial status summary
- 5. Prepare monthly invoices formatted in accordance with contract terms.
- 6. Project Manager will attend monthly project management meetings with the client Project Manager to review project scope, schedule, and budget issues.
- 7. Conduct a Project Approach and Resource Review meeting.
- 8. Conduct quarterly HDR management review meetings.

Client Responsibilities

- 1. Attend project management meetings.
- 2. Timely processing and payment of invoices.
- 3. Review and process contract change requests and amendments, if needed.

Assumptions

- 1. The project duration will be 18 months.
- 2. One project management meeting will be held virtually every other month with 2 hours of project manager time will be required for each meeting preparation, attendance, follow-up, and notes.
- 3. Invoices will be HDR standard invoice format.
- 4. Expense backup will not be provided with invoices but will be available for review at HDR.

Deliverables

- 1. Scope of services, schedule (Gantt chart or project milestones), and budget (PDF file and two copies).
- 2. Monthly reports and invoices (one copy with invoice can be mailed or e-mailed PDF file)
- 3. Monthly project schedule and budget updates.
- 4. Project management meeting agendas and notes (e-mailed PDF files).

Task 200 Data Review and Planning Considerations

Objective

Provide a basis for assessing infrastructure needs under a range of alternate scenarios for economic development and growth in the City's wastewater service area over a 20-year planning horizon.

Provide a "big picture" vision that supports decision-making for the City's investments in wastewater infrastructure.

HDR Services

- 1. Prepare a data request list and submit to the City.
- 2. Collect and organize readily available data regarding population, zoning, growth trends, wastewater flows, etc.
- 3. Conduct two-hour virtual call with the City to discuss existing data information.

4. Demographic Projections

- A. Utilizing previous data from the General Sewer Plan prepared by the City and recent land use comprehensive plan analyses/data prepared by Skagit County and the City, assess how available lands, infrastructure, labor and other resources within the City support potential development opportunities. Up to five knowledgeable persons will be interviewed for up to an hour each, drawing from the City government and County government.
- B. Evaluate demographic data from the City, County and State Office of Financial Management (OFM) regarding recent trends in population, housing and employment in Anacortes. Skagit County planning data will also be evaluated for comparative purposes to support assessment of Anacortes's situation in the context of surrounding communities.
- C. Define the City's utility service area(s) and develop an overall understanding of development potential in terms of total available acreage in different zoning categories.
- D. Develop two (2) conceptual-level demographic scenarios for the City and its utility service area.
- E. Hold a demographic scenario review meeting with the City.
- F. Prepare a technical memorandum documenting the results of this subtask.
- G. Perform Quality Assurance/Quality Control (QA/QC) review of deliverables under this task.

Client Responsibilities

- 1. Provide available data on the City's utility service area(s); recent trends in population, housing, employment and the number of wastewater or other utility customers; zoning and developed/undeveloped acreage, potential for redevelopment.
- 2. Information will be provided by the City within two weeks of HDR's request.
- 3. Based on local knowledge, provide direction to resolve differences that may exist among various data sources.
- 4. Furnish maps, record drawings, flow data, and other pertinent data on operation of the wastewater system.
- 5. Review and provide conflict resolved consolidated written comments on the Technical Memoranda regarding growth projections and related assumptions for each growth scenarios.

Assumptions

- 1. Given the uncertainties associated with major, new economic development projects, and the significant implications such projects have for local infrastructure, HDR will conduct a "big-picture" or conceptual-level demographic assessment.
 - A. All UGA areas including Padilla Heights and Scimitar Ridge will be included in the planning effort.
- 2. HDR has a reasonable right to rely on the demographic information developed under this task for the purposes of wastewater planning.

3. The data review meeting is assumed to be 2 hours, held virtually, with 4 hours total budgeted for up to 3 HDR attendees for preparation attendance and follow-up.
4. The analysis conducted for the Water System Plan will serve as a foundation for growth assumptions.
5. Each demographic scenario will include a set of written assumptions; and numerical forecasts derived from those assumptions. Each scenario will itemize the projected annual change in population, housing units, and employment for a planning period of approximately 20 years.
6. Information will be provided by the City within two weeks of HDR's request.
7. Demographic scenario review meeting is assumed to be 2 hours, held virtually, with 4 hours total budgeted for up to 3 HDR attendees for preparation attendance and follow-up.
8. The technical memoranda will be incorporated into the General Sewer Plan in Task 800.

Deliverables

1. Data review meeting agenda and notes emailed in PDF Format.
2. Demographic scenario review meeting agenda and notes in PDF Format
3. Draft and final technical memorandum (consisting of up to 10 pages in 8 ½" x 11" format), which documents the selected scenarios and presenting numerical growth projections. Provided in a PDF format.

Task 300 Flows and Loads Projections

Objective

1. Estimate wastewater planning flows and loads for 10-year and 20-year planning horizons for the service area.

HDR Services

1. Validate Historic Average, Peak Flows, and I&I based upon flow meter data from the City's Wastewater Treatment Plant.
2. Develop the average wastewater unit flow rates corresponding to the demographics developed in Task 200, using observed wastewater flows and utility billing records for both the wet and dry weather conditions.
3. Apply the average wastewater flow rates to demographic projections to estimate total average existing flows.
4. Recommend factors for calculating peak flows using published literature and observed flow data to calculate total peak flows.
5. Compare calculated total flows with observed data collected by the City and amend/modify the average wastewater unit flow rates, as necessary.
6. Developed wastewater loading projections by coupling recent historical loading factors/metrics with projected wastewater flows.
7. Develop tables summarizing the average unit wastewater flow rates, loading factors, growth projections and demographics, and total wastewater flow projections for current conditions and up to two (2) selected milestone years during the planning period.

8. Prepare a technical memorandum documenting the results of this subtask.
9. Perform Quality Assurance/Quality Control (QA/QC) review of deliverables under this task.

Client Responsibilities

1. Review and provide conflict resolved consolidated written comments on the Wastewater Flow Projections Technical Memorandum provided in this Task.

Assumptions

1. Wet weather period generally lies between November 1 and May 31, and the dry weather period lies between June 1 and October 31 of each calendar year.
2. The technical memoranda will be incorporated into Task 800.

Deliverables

1. Draft and Final technical memorandum (consisting of up to 10 pages in 8 ½" x 11" format), which documents current through full buildout wastewater flow projections. Provided in a PDF format.

Task 400 Collection System Analysis

Objective

Develop and calibrate a hydraulic model of the City's collection system components that equal or exceed 12" in diameter. Utilize this model to assess the adequacy of the existing system to support flows projected in Task 300.

HDR Services

1. Data Collection
 - a. Review sewer infrastructure maps, GIS, and record drawings furnished by the City.
 - b. Review pump station data (pump curves, wet well dimensions, flow volumes, operation times, etc.).
 - c. Review existing engineering reports and studies in relation to the City's wastewater collection system.
 - d. Recommend flow metering within the sewer service area. Data to be used to inform flow loading and infiltration & inflow (I/I) estimates.
 - e. Perform a data gap analysis to identify information needed. Prioritize the list and provide recommendations on addressing identified gaps.

A. When data gaps are addressed issue corrected data to the City in Excel format.
2. Basin Delineation
 - a. Validate existing basins.
 - b. Assess potential boundary impacts from existing and future development scenarios.
 - c. Prepare Sewer Basin Boundary map with each drainage basin shown and uniquely labeled.
 - d. Develop recommendations for further study and mitigation of I/I. Recommendations will identify areas where I/I removal is considered to be cost-effective based on I/I rates versus cost to remove/mitigate.
3. System Assessment
 - a. Identify trunk lines and their relationship to each wastewater basin.

- b. Review existing I/I reports and flow metering to identify locations where high levels of I/I may be occurring.
 - c. Identify trunk and pressure sewers that are in poor condition with City staff.
 - d. Describe overall condition of the collection system.
 - e. Prepare table listing trunk line diameter, slope, and capacity for pipes in the basins.
 - f. Prepare table listing pump stations including design and actual capacity and capacity of associated pressure sewer and document City provided condition assessment findings.
 - g. Create system map showing trunk and collection sewers, pump stations, and pressure sewers.
 - h. Prepare hydraulic model of the collection system for existing and future flow loading identified under Task 300.
 - i. Prepare a Hydraulic Modeling Technical Memorandum (TM) to document the development of the hydraulic model. This TM will describe the assumptions used in the development of the model as well as any limitations for use. Model calibration/validation efforts will be summarized and recommendations for further development will be outlined.
 - j. Virtual meeting with the City to review the model
 - k. Evaluate system performance and capacity under dry and wet weather conditions using the developed hydraulic model.
 - l. Virtual meeting with the City to discuss existing conditions and areas with system deficiencies within each wastewater basin.
 - m. Develop list of Capital Improvement needs including new trunk sewers, pump stations, and studies that may be needed to further confirm the need for new infrastructure.
4. Perform Quality Assurance/Quality Control (QA/QC) review of deliverables under this task.

Client Responsibilities

1. Provide available maps and drawings of existing wastewater collection system, drainage basin boundary maps and other pertinent information for delineating drainage basins within two weeks upon request of HDR.
2. Provide condition assessment information for pump stations.
3. Attend virtual meeting to review/discuss existing conditions of the system and finding from the system evaluation. (Total of 2).
4. Provide a City representative to review field conditions of sewer basins (or portions thereof), if requested by HDR.
5. Provide copies of previous reports and studies in relation to the wastewater collection conveyance systems, and pumping stations as required.

Assumptions

1. Sewer basins will be defined as those areas which contribute wastewater flows to each of the City's gravity trunk sewer mains, pump stations and/or wastewater treatment plant.
2. Sewer basins have not changed from the 2015 Plan for the Current and 20 year forecasted conditions.
3. The hydraulic model will be developed to include pipes 12-inches and larger. Smaller pipes may be included as needed to provide connectivity between areas.
4. The model will be calibrated/validating using available flow meter data and field observations from previous significant flow events.
5. The virtual meetings for this task will be attended by up to three HDR staff meetings and will be up to two hours per meeting. HDR will provide agenda and mapping for

discussion prior to the meeting. 4 hours total are budgeted for preparation, attendance and follow-up.

6. Wastewater flow projections will be provided in total for the wastewater treatment plant, but will not be broken down by individual sewer basin.
7. The City has not installed flow meters at existing pump stations within the City.
8. The technical memoranda will be incorporated into the General Sewer Plan in Task 800.

Deliverables

1. Draft and Final Technical memorandum (up to 10 pages maximum in 8½" x 11" format), which summarizes the characteristics and related assumptions for each basin and the results of the system evaluation. Provided in a PDF format.

Task 500 Wastewater Treatment Plant Analysis

Objective

This task will provide general planning for the WWTP to determine the adequacy to support future flows and loads. This will include assessing how do the projected flows and loads correlate to the rated capacity of the existing treatment process components.

HDR Services

1. Assemble, review, analyze and documents available information on the wastewater treatment plant.
2. Evaluate unit process treatment capacity compared to projected flows and loads.
3. Review and develop alternatives to prepare WWTP for future flows and loads.
4. Conduct a review meeting with the City to identify deficiencies and alternatives for the WWTP.
5. Develop an implementation plan for the preferred alternatives and address Ecology requirements for General Sewer Plan content related to Wastewater Treatment Plant (WAC 173-240-050(h)).
6. Perform Quality Assurance/Quality Control (QA/QC) review of deliverables under this task.

Client Responsibilities

1. Provide drawings, standard operating procedures, and process monitoring data as needed to support WWTP analysis.

Assumptions

1. Considering uncertainty around potential nutrient removal regulations, this task will evaluate treatment capacity based on requirements of the current NPDES permit only. In other words, the plant will be evaluated for conventional secondary treatment "BOD removal mode" and thus establish a plan corresponding to status-quo treatment.
2. For status quo level of treatment, a desktop approach rather than model-based approach may be used for capacity analysis.
3. The review meeting is assumed to be 2 hours, held virtually, with 4 hours total budgeted for up to 3 HDR attendees for preparation attendance and follow-up.

Deliverables

1. A technical memorandum (consisting of up to 20 pages in 8 ½" x 11" format), which documents unit process capacity analysis, deficiencies and needs, and estimated timeline when unit process capacities are exceeded within the planning horizon. Provided in a PDF format.

Task 600 Capital Improvement Program

Objective

Prepare A prioritized CIP for the City's wastewater utility.

HDR Services

1. Prepare a consolidated listing of capital improvement projects identified in Tasks 400, and 500.
2. Prepare AACE Class V opinions of probable construction cost for capital improvement projects.
3. Conduct a CIP prioritization meeting with the City.
4. Build a 10 and 20-year CIP based on the prioritized project list.
5. Perform Quality Assurance/Quality Control (QA/QC) review of deliverables under this task.

Client Responsibilities

1. Review listing of CIP projects.
2. Participate in CIP review meeting.

Assumptions

1. Lift stations will be scheduled for upgrades within a 20-year window to replace pumps and parts.
2. Forcemains downstream of lift stations will be evaluated to maintain flow velocities ranging between 2 and 8 feet per second (fps).
3. The CIP prioritization meeting is assumed to be 4 hours, held virtually, with 6 hours total budgeted for up to 3 HDR attendees for preparation attendance and follow-up.
4. The CIP will include projects based upon three separate categories: WWTP, wastewater collection system and general wastewater. The improvements will be further divided into additional subcategories including gravity sewer collection, forcemains, and pump stations.
5. Cost estimates will be prepared based upon the AACE 18R-97 cost estimate classification system. HDR will advise on additional contingencies to account for current market volatility, providing a range of anticipated costs. Cost estimates should be re-evaluated throughout CIP implementation to be current with market changes.
6. Cost estimates will be prepared in 2024 dollars.
7. The technical memoranda will be incorporated into the General Sewer Plan in Task 800. Provided in a PDF format.

Deliverables

1. Draft and Final technical memorandum will be up to 10 pages in 8½" x 11" format. The TM will describe the assumptions used, criteria for design, summary of capital improvements, along with tables illustrating 10-year and 20-year capital facility plan with associated capital costs.

Task 700 Financial Program

Objective

Summarizing the Financial Program required to meet current operating needs while properly financing both capital, operational, and renewal and replacement (R&R) improvement programs in accordance with General Sewer Plan requirements in WAC 173-240-050(I).

HDR Services

1. Review and document the City's existing sewer utility rates and charges.
2. Review and document the City's current Capital Facility Charge (CFC) revenue.
3. Create a revenue requirement and capital funding plan based on the City's budget and capital funding plan based on the capital plan established in this plan. This analysis will determine the annual revenue necessary to meet the planned expenditures outlined in both the 10-Year Capital Improvement Plan and Annual Operating Plan.
4. Identify other possible funding strategies to assist the City's Sewer Utility.
5. Prepare a Technical Memorandum of findings associated with the City's Sewer Utility Charges and possible funding options.
6. Perform Quality Assurance/Quality Control (QA/QC) review of deliverables under this task.

Client Responsibilities

1. Provide HDR with all pertinent financial information on the City's Sewer Utility rates and Charges include ordinances, resolutions, budget worksheets, etc.
2. Assist HDR with identifying possible funding sources for capital improvements and operating expenses related to planned capital improvements.

Assumptions

1. A detailed Rate Study is not included in this scope of services. The level of effort planned under this task is a conceptual review of the current rates and charges to summarize the financial state of the utility and determine whether a detailed study would be warranted.
2. Current rates and charges may not be suitable for the planned capital improvements. As such, the General Sewer Plan may rely on grants and loans to satisfy the funding required.
3. The technical memoranda will be incorporated into the General Sewer Plan in Task 800.

Deliverables

1. Draft and Final Technical Memorandum (consisting of up to 15 pages in 8½" x 11" format) summarizing the City's current Sewer Utility rates and charges and how they relate to the Annual and 6-Year Capital Improvement Plan. Provided in a PDF format.

Task 800 General Sewer Plan Preparation

Objective

To take the information produced and collected as a part of previous tasks and subtasks and prepare the City's General Sewer Plan.

HDR Services

1. Compile and organize the information contained in each of the technical memoranda into a Draft General Sewer Plan.
2. Assist City in preparation of SEPA documents in accordance with WAC 173-240-050(n).
3. Attend one (1) public workshop or meeting to review comments on the Draft Plan.
4. Incorporate City staff and public comments or provide the City an explanation on why the comments were not incorporated.
5. Provide technical assistance during the Department of Ecology review and approval period.
6. Prepare Final General Sewer Plan based on Ecology comments.

Client Responsibilities

1. Review and provide consolidated written comments on the Draft General Sewer Plan within 3 weeks of receipt of the Draft General Sewer Plan.
2. Develop and implement a public outreach and involvement strategy for the Plan.
3. Submit Plan to Ecology and pay all applicable fees, rates and charges associated with the review and approval of the Final General Sewer Plan by Ecology and/or other applicable agencies.

Assumptions

1. Two (2) hard copies and one electronic copy of the Draft Plan will be provided to the City for public review and comment.
2. Two (2) hard copies and one electronic copy of the Final Plan will be provided to the City.
3. One (1) hard copy of the Draft and Final Plan will be provided for submittal to Ecology.
4. The public workshop will be 2 hours, in person, with 6 hours total budgeted for up to 3 HDR attendees for preparation attendance and follow-up.
5. The plan will be consistent with Washington Administrative Code 173-240-050, and submitted to the Department of Ecology for review and approval.
6. Comments offered by the City on the Draft Plan will not materially alter or modify the conceptual-level demographic scenarios, wastewater flow projections, collection system evaluation, wastewater treatment plant evaluation, and financial evaluation. Any revisions necessary to produce the Final Plan are expected to be relatively minor and editorial in nature.

Deliverables

1. Draft and Final General Sewer Plan (consisting of up to 250 pages in 8½" x 11" format, including appendices).

Task 900 Collection System Flow Monitoring

Objective

To collect flow monitoring data the calibration of a hydraulic model of the City's collection system.

HDR Services

1. Perform biweekly reviews of data collected and posted to cloud based data viewer.

Subconsultant Services

1. Conduct a virtual one hour kickoff meeting with the City.
2. Install and maintain temporary flow monitoring equipment in key locations, identified by HDR, throughout the City's sewer collections system.
3. Prepare a site report summarizing installation and existing conditions at each site.
4. Maintain a data for viewing on a cloud based data platform.
5. Review of data collected by data analysts on a twice weekly basis.
6. Remove monitoring equipment at the end of the monitoring period.
7. Compile a final flow monitoring report detailed observed conditions at each site throughout the monitoring period.

Client Responsibilities

1. Participate in the flow monitoring kickoff meeting.

Assumptions

1. Up to 13 flow monitoring locations will be monitored for a duration of 5 months.
2. Rainfall data is available from the City, additional rainfall monitoring is not required.
3. Basic traffic control procedures (road cones, signage supporting a single lane closure) are appropriate for all sites, if additional traffic control measures are required these will be provided by the City.
4. All monitoring locations are in City right-of-way or the City has obtained right-of-entry for subconsultant access.

Deliverables

1. A technical memorandum summarizing monitor installations, in PDF Format.
2. A technical memorandum summarizing flow monitoring and data collected, in PDF Format.

Task 1000 Collection System Surveying

Objective

To collect sewer structure survey, rim elevations, invert elevations, pipe sizes and material for key locations within the collections system.

HDR Services

1. None, subconsultant management will be conducted under Task 100 and identify structures to be surveyed and review data collected in Task 400.

Subconsultant Services

1. Establish City wide GPS control on City elevation datum.
2. Perform as requested utility survey include rim and invert elevations, pipe size and material.
3. Provide traffic control as required to access requested structures.

Client Responsibilities

1. None under this task.

Assumptions

1. The scope of field investigation effort will not be known until the early stages of Task 400. As such an allowance of \$21,000 has been budgeted for this effort. The effort is limited to the budget available.
2. Up to 60 sewer structures will require field verification under this task. If additional are required based on available documentation from the City additional budget will be required to complete these efforts
3. It is assumed that up to 10 structures can be surveyed per day. If traffic conditions or access issues limit this number additional budget may be required to survey the total of 60 structures.
4. Scope of services includes simple traffic control measures by the survey subconsultant.

Deliverables

1. None under this task. Surveyed data will be incorporated into deliverables under Task 400.

Task 1100Management Reserve

Objective

The amount of information gathered directly impacts the effort associated with preparing the updated plan and data gaps may lead to a higher level of effort to complete the plan. This task provides a management reserve for the City to authorize additional work beyond what is listed in tasks above as required to support the comprehensive planning effort.

HDR Services

1. Conduct additional services as mutually agreed upon by the City and HDR.

Client Responsibilities

1. Request professional services deemed necessary that are not expressly included in this scope of services.

Assumptions

1. An allowance of \$30,000 has been budgeted for this task.
2. Agreement for the services to be performed under the contingency task and budget will be documented and agreed upon by the City and HDR prior to proceeding.

Schedule

Exhibit B is a PDF of the project schedule and assumes a NTP of January 16, 2024. The scheduled date for final adoption of the General Sewer Plan is June 16, 2025. An interim deadline of CIP development is schedule for 10/7/2024.

Compensation

Below is a summary of the budget for project on a task level. A detailed hours breakdown can be provided on request. The total budget for this project is **\$492,571** with \$30,000 held in a management reserve that will not be expended without written authorization by the City.

Task #	Task Description	Total Labor	Total Expenses	Total Subconsultants	Total
100	Project Management	\$47,318	\$0	\$0	\$47,318
200	Data Review and Planning Considerations	\$28,663	\$0	\$0	\$28,663
300	Flows and Loads Projections	\$23,156	\$0	\$0	\$23,156
400	Collection System Analysis	\$74,442	\$0	\$0	\$74,442
500	WWTP Analysis	\$51,982	\$0	\$0	\$51,982
600	CIP	\$26,288	\$344	\$0	\$26,632
700	Financial Program	\$14,764	\$0	\$0	\$14,764
800	Comprehensive Plan Prep	\$38,882	\$1,289	\$0	\$40,171
900	Flow Monitoring	\$4,049	\$0	\$130,394	\$134,443
1000	Survey	\$0	\$0	\$21,000	\$21,000
1100	Management Reserve	\$30,000	\$0	\$0	\$30,000
					\$492,571

APPENDIX B

ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors	Half 2, 2023							Half 1, 2024							Half 2, 2024							Half 1, 2025							Half 2, 2025							
					J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D									
1			Anacortes Comprehensive Sewer Plan	607 days	Tue 9/5/23	Wed 12/31/25																																					
2			NTP/Kickoff Meeting	0 days	Tue 1/16/24	Tue 1/16/24																																					
3			Data Review	25 days	Tue 1/16/24	Mon 2/19/24																																					
4			Data Request	5 days	Tue 1/16/24	Mon 1/22/24	2																																				
5			Receive Data from City	10 days	Tue 1/23/24	Mon 2/5/24	4																																				
6			Collect/Organize Data	10 days	Tue 2/6/24	Mon 2/19/24	5																																				
7			Data Review Meeting	0 days	Mon 2/19/24	Mon 2/19/24	6																																				
8			Planning Considerations	40 days	Tue 2/20/24	Mon 4/15/24																																					
9			Assess Potential Growth	5 days	Tue 2/20/24	Mon 2/26/24	7																																				
10			Knowledgeable Person Interviews	5 days	Tue 2/20/24	Mon 2/26/24	7																																				
11			Evaluate Demographic Data	5 days	Tue 2/27/24	Mon 3/4/24	10,9																																				
12			Define Service are and Development	5 days	Tue 3/5/24	Mon 3/11/24	11																																				
13			Develop Conceptual Demographics	5 days	Tue 3/12/24	Mon 3/18/24	12																																				
14			Prepare TM	10 days	Tue 3/19/24	Mon 4/1/24	13																																				
15			Review Meeting with City	0 days	Mon 4/1/24	Mon 4/1/24	14																																				
16			Finalize TM	10 days	Tue 4/2/24	Mon 4/15/24	15																																				
17			Flows and Loads Projections	50 days	Tue 4/16/24	Mon 6/24/24																																					
18			Develop average wastewater unit flow rates	10 days	Tue 4/16/24	Mon 4/29/24	16																																				
19			Apply averages to demogrpahic scenarios	10 days	Tue 4/30/24	Mon 5/13/24	18																																				
20			Recommend peaking factors	5 days	Tue 5/14/24	Mon 5/20/24	19																																				
21			Compare calculated flows to actual flows	10 days	Tue 5/21/24	Mon 6/3/24	20																																				
22			Tabulate projected flows and loads	5 days	Tue 6/4/24	Mon 6/10/24	21																																				
23			Prepare TM	10 days	Tue 6/11/24	Mon 6/24/24	22																																				
24			Collection System Analysis	135 days	Tue 1/16/24	Mon 7/22/24																																					
25			Review infrastructure information	20 days	Tue 2/20/24	Mon 3/18/24	7																																				
26			Review HYDRA document	20 days	Tue 2/20/24	Mon 3/18/24	7																																				
27			Review Pump Station Data	10 days	Tue 3/19/24	Mon 4/1/24	25																																				
28			Review engineering studies reports	20 days	Tue 2/20/24	Mon 3/18/24	7																																				

Project: COA Sewer Comp Plan
S Date: Mon 12/18/23

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Critical

Critical Split

Progress

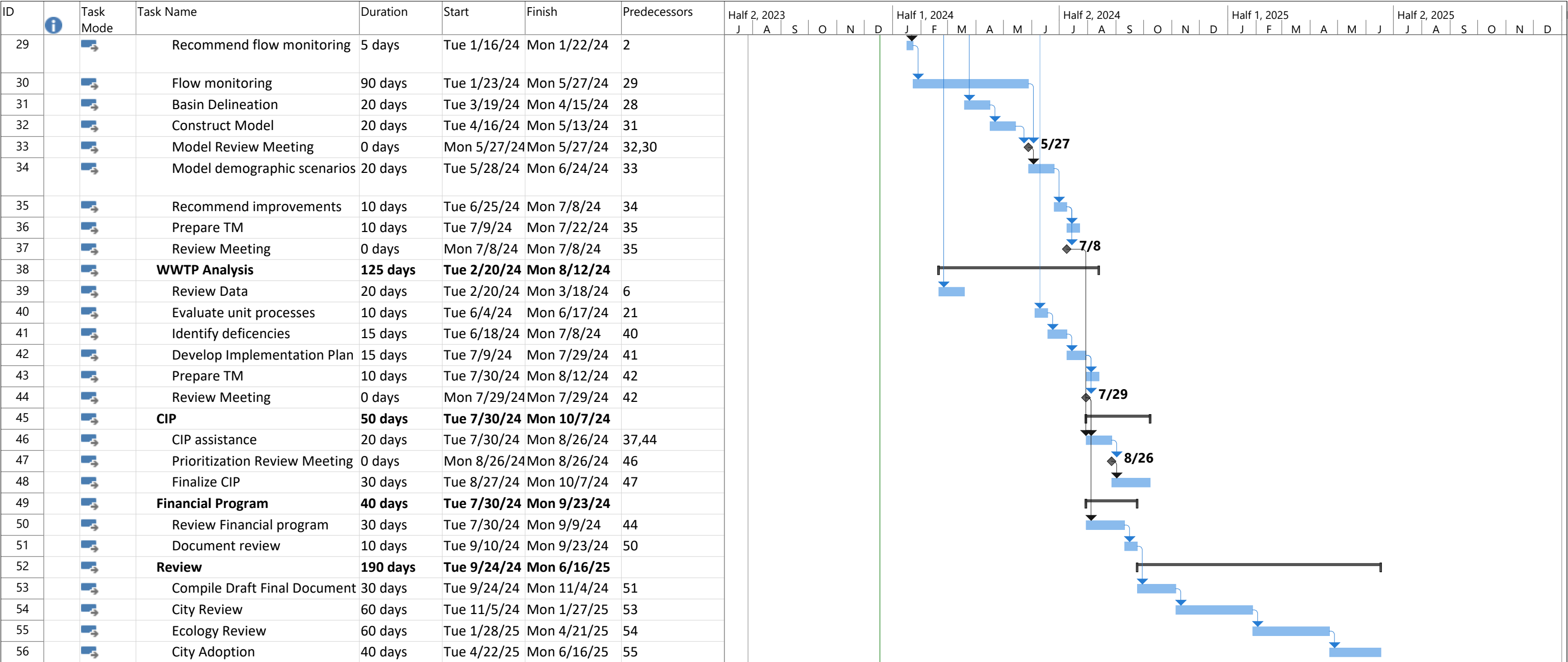
Manual Progress

Page 1

External MilestoneDeadlineCriticalCritical SplitProgressManual Progress

Page 1

Page 561 of 562



Project: COA Sewer Comp Plan
S Date: Mon 12/18/23

Task

Inactive Task

Split

Inactive Milestone

Milestone

Inactive Summary

Summary

Manual Task

Project Summary

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Critical

Critical Split

Progress

Manual Progress