



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

TUESDAY, January 22, 2019
6:00 p.m.

PRELIMINARY AGENDA

[Packet Materials](#) / [Watch Meetings](#)

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
4. **Public Comment**
5. **Consent Agenda (Action)**
 - a. Minutes of January 14, 2019
 - b. Approval of Claims in the amount of: \$569,963.84
 - c. Contract Award: Critical Areas Regulations Update - Additional Technical Support
16-082-IDS-003
 - d. Resolution 2029: City of Anacortes Legislative Priorities
6. **Public Hearings**
 - a. * Continued Public Hearing: Ordinance 3031 Updating AMC Titles 16, 17 and 19 for
Low Impact Development (Discussion)
7. **Other Business**
 - a. * Parks & Recreation Update (Discussion)
8. **Executive Session (30 Minutes)**
 - a. Potential Litigation or Litigation per RCW 42.30.110 (i)
9. **Adjournment**

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

The City of Anacortes encourages people with disabilities to participate in public meetings.
For assistance with special needs, please contact the City Clerk at 360-299-1960 in advance of the meeting.



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning January 28, 2019

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

January 28, 2019

- Contract Award: 2019 Waterline Replacement Project 19-001-WTR-001
- Ordinance 3036: Municipal Code Chapter 1.30, Contracting (Discussion/Possible Action)
- Resolution 2030: Purchasing Policy (Discussion/Possible Action)

February 4, 2019

- Ordinance 3035: Safety Suggestion Incentive Program for Employees (Discussion/Possible Action)

February 11, 2019

- Planning Commission Recommendation: Development Regulations and Zoning Map Amendments (Discussion)
- Ordinance 3030: Fire Impact Fees (Discussion/Possible Action)

February 19, 2019

- Planning Commission Recommendation: Development Regulations and Zoning Map Amendments (Discussion)

February 25, 2019

- Contract Award: Emergency Management Services 19-015-IDS-001
- Planning Commission Recommendation: Development Regulations and Zoning Map Amendments (Discussion)

March 4, 2019

March 11, 2019

March 18, 2019

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Tuesday, Jan 22, 2019, 5:00 PM, CANCELLED
- Finance, Wednesday, Jan 23, 2019, 5:00 PM, Main Conference Room, City Hall
- Planning, Monday, Jan 28, 2019, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Feb 4, 2019, 5:00 PM, Main Conference Room, City Hall
- Port/City Liaison, Tuesday, Feb 5, 2019, 8:30 AM, City Hall
- Public Safety, Tuesday, Feb 5, 2019, 10:00 AM, Mayor's Office, City Hall
- Skagit County Population Health Trust, Thursday, Feb 7, 2019, 8:30 AM, Mount Vernon
- Housing Affordability & Community Services, Thursday, Feb 7, 2019, 1:30 PM, City Hall
- Planning, Monday, Feb 11, 2019, 5:00 PM, Main Conference Room, City Hall



SKAGIT PARTNERS

FULLY CONTAINED COMMUNITIES

SKAGIT PARTNERS' PROPOSED AMENDMENTS



“FULLY CONTAINED COMMUNITY” DEFINED

RCW 36.70A.350

New fully contained communities

- Outside existing UGA
- Mix of uses including housing, jobs, and services
- Affordable housing for a broad range of income levels
- Adequate environmental protections
- New infrastructure, transportation planning, and impact fees
- Protections for abutting non-urban uses

WHAT CHANGES HAS SKAGIT PARTNERS PROPOSED?

1. Comprehensive Plan text changes
2. Countywide Planning Policy changes
3. Skagit County Code amendment



Allows Skagit County to process a fully contained community application

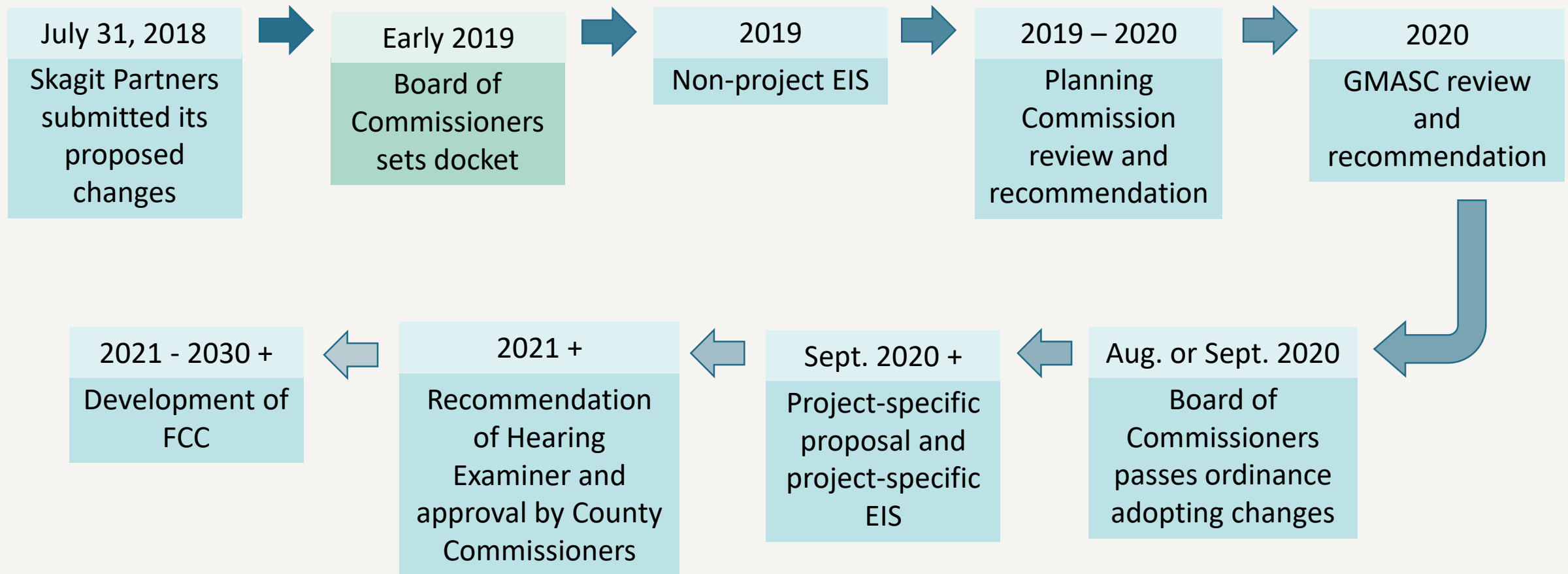
4. Comprehensive Plan Map changes reserving the land Avalon would be sited on for a fully contained community

SPECIFICS ON THE COUNTY-WIDE PLANNING POLICIES

1. Allow urban growth to take place in designated fully contained communities
2. Allocate an additional future population of 8,500 to Avalon
3. Will not affect the population allocation of Anacortes or of any city



PROCESS FOR DOCKETING AND POST-DOCKETING STUDY



WHY SHOULD SKAGIT PARTNERS' PROPOSED AMENDMENTS BE DOCKETED?

1. Continue to learn more about the proposal
2. EIS will reveal new data on:
 - a) Housing needs and inventory
 - b) Utility and transportation needs
 - c) Population
 - d) Economic growth
3. EIS will be at Skagit Partners' expense
4. Community support



ADDRESSING CONCERNS

- Fully Contained Communities are allowed under the GMA
- OFM numbers can accommodate 8,500 people in Avalon without reducing the population allocation to Anacortes or any other community
- Fully Contained Communities embody the goals of the GMA
- Fully Contained Communities help control sprawl
- Processing Skagit Partners' proposed amendments will not be excessively expensive for Skagit County

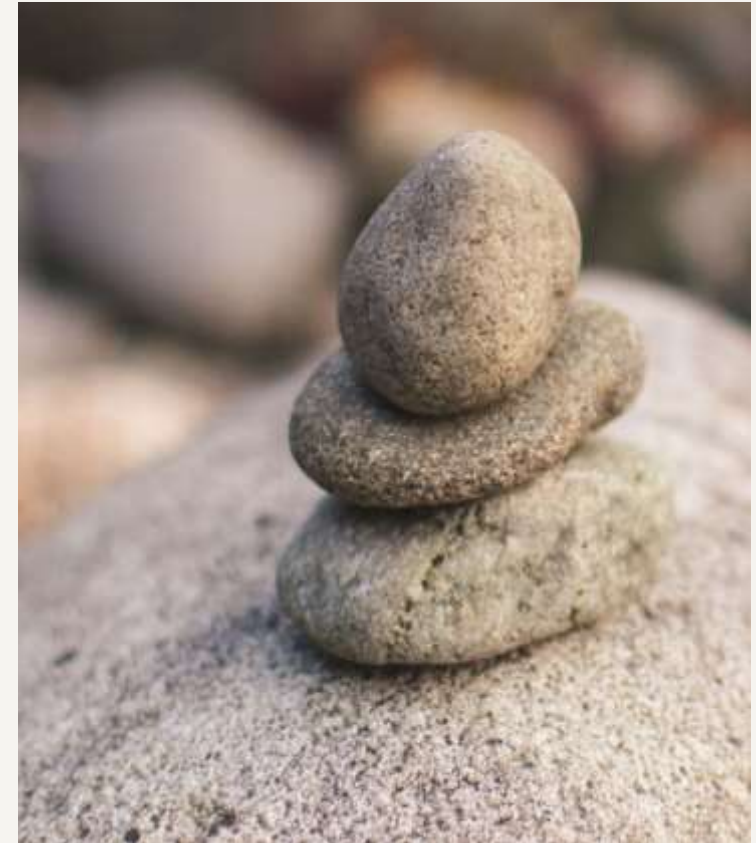


FULLY CONTAINED COMMUNITIES MEET GMA GOALS

RCW 36.70A.020

Planning goals.

- (1) Urban growth.
- (2) Reduce sprawl.
- (4) Housing.
- (5) Economic development.
- (12) Public facilities and services.



FULLY CONTAINED COMMUNITIES DO NOT CREATE SPRAWL

- All development is within boundaries of the fully contained community.
- Fully contained community reduces demand for land outside UGAs, reducing sprawl and protecting the unique character of area communities.
- Sprawl near a fully contained community can be addressed through zoning regulations.

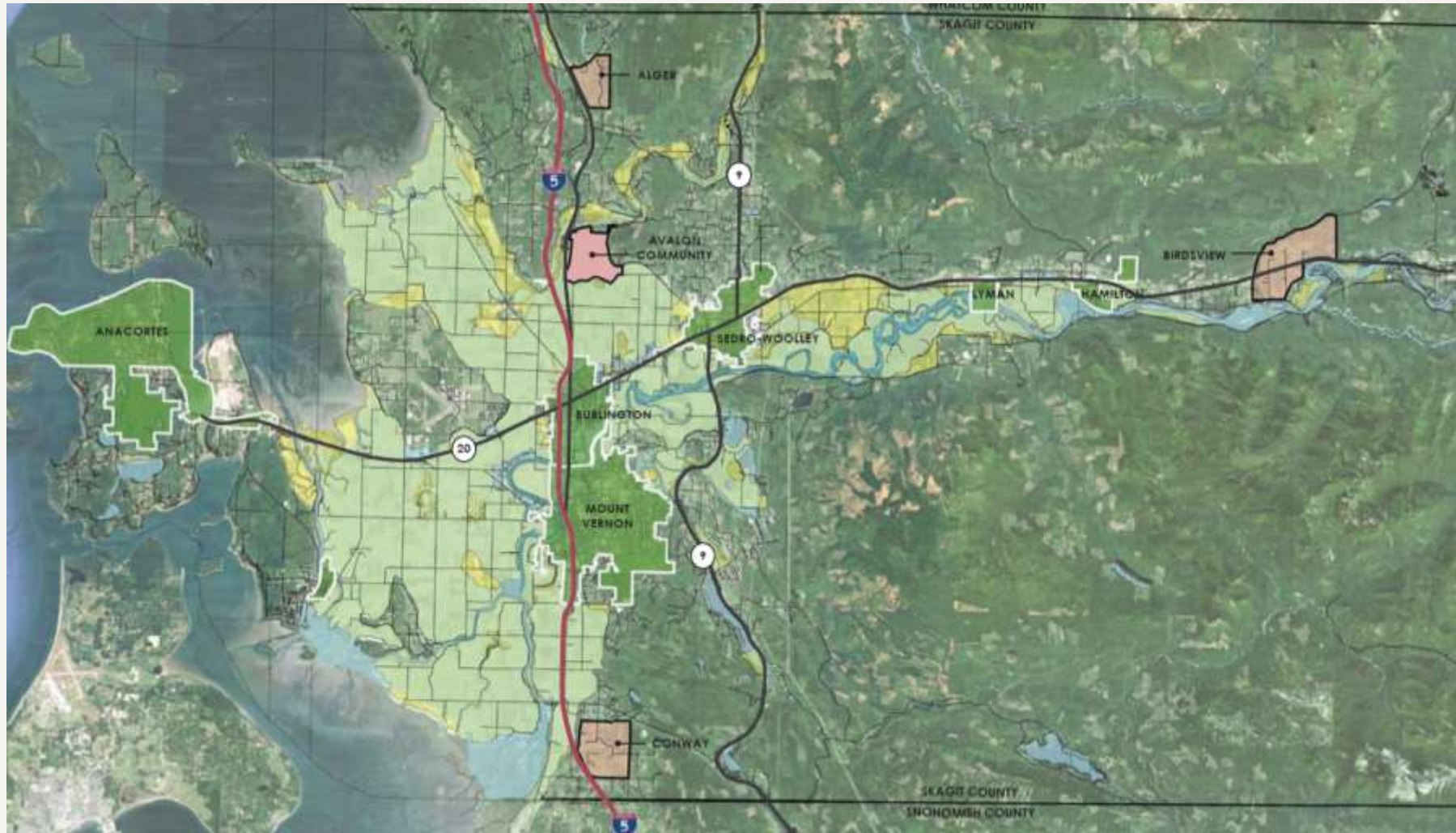


NO EXCESSIVE EXPENSE

- Costs of the EIS will be born by Skagit Partners.
- Skagit Partners has proposed funding a new staff position.
- Skagit Partners predicts costs will be reasonable.



WHERE IS AVALON?

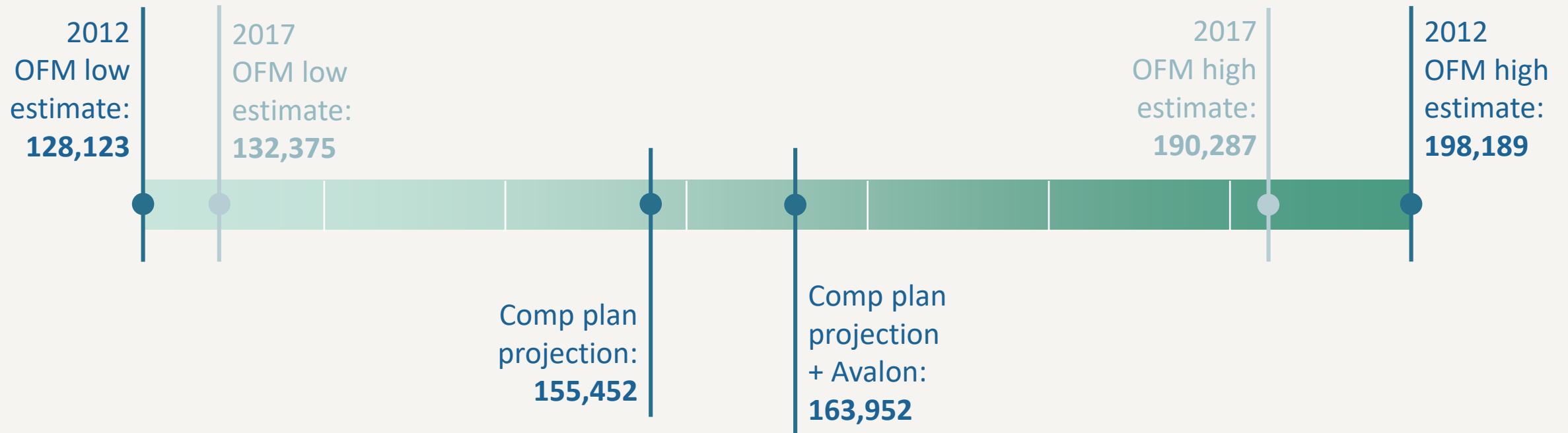


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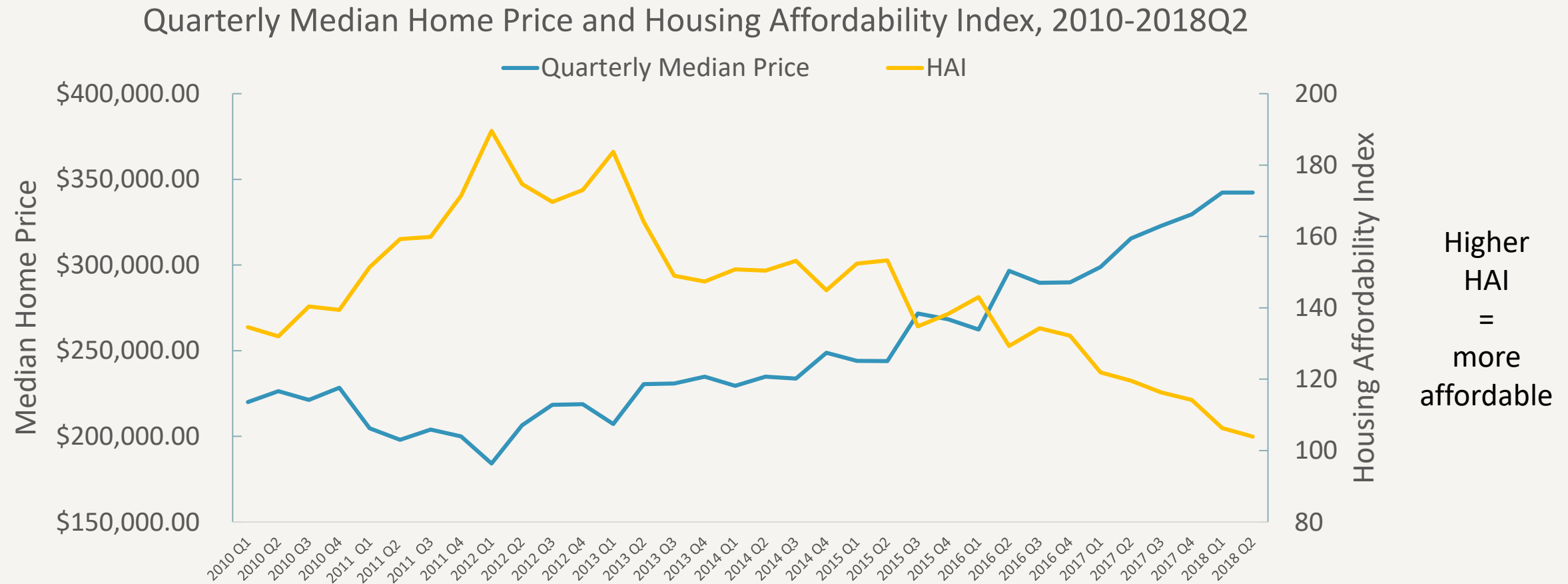


CONSISTENT WITH OFM POPULATION PROJECTION

SKAGIT COUNTY POPULATION 2036

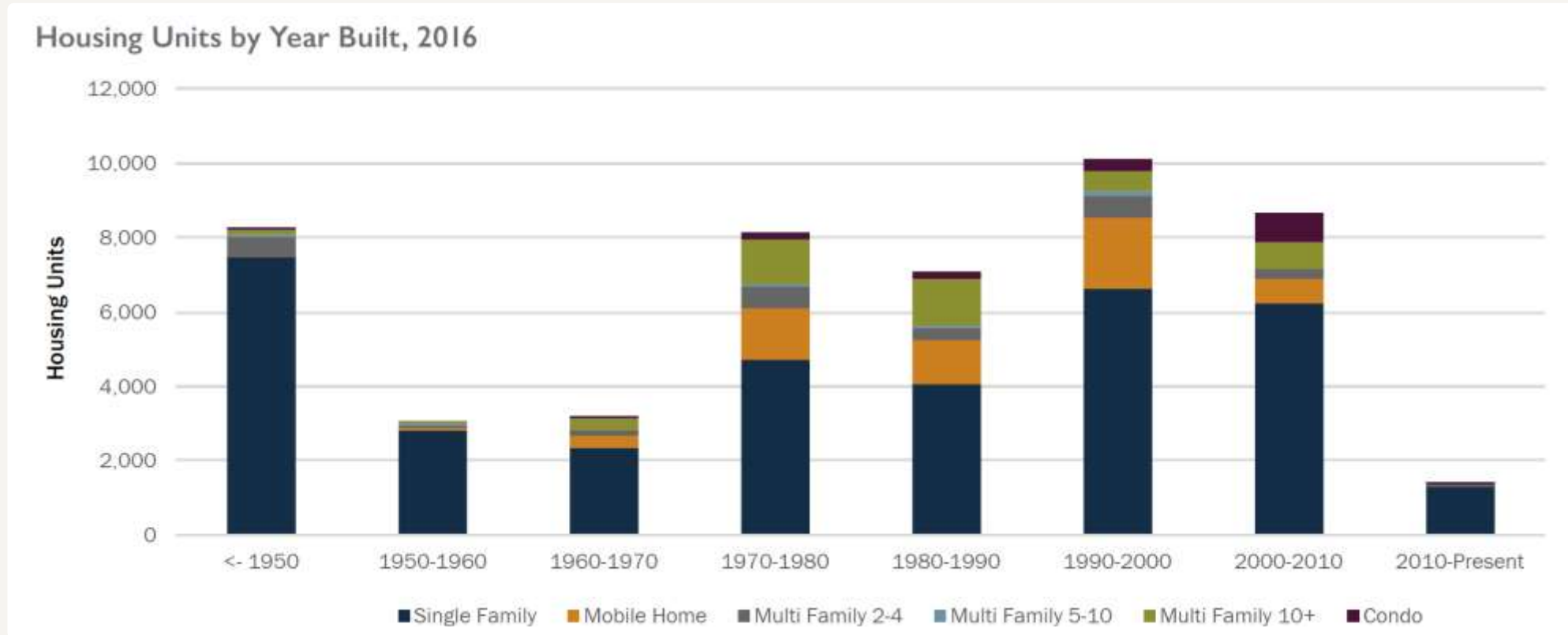


HOME PRICES INCREASE & AFFORDABILITY DECREASES



Graph made with data produced by the Washington Center for Real Estate Research at the University of Washington, available online at <http://realestate.washington.edu/research>

LACK OF HOUSING INVENTORY



Source: ECONorthwest, "Skagit Council of Governments Housing Inventory and Transportation Analysis," Dec. 2017 at 6.

HOW WOULD AVALON HELP?

- Avalon will provide a predictable stream of thousands of buildable lots, increasing inventory.
- May help slow the growth of home prices, in Skagit County generally and in Anacortes specifically.
- More employers will locate in Skagit County because their employees will have more housing options.
- More employers means more jobs for Anacortes residents and more people to visit and spend money in Anacortes.



JOBS

Avalon would provide:

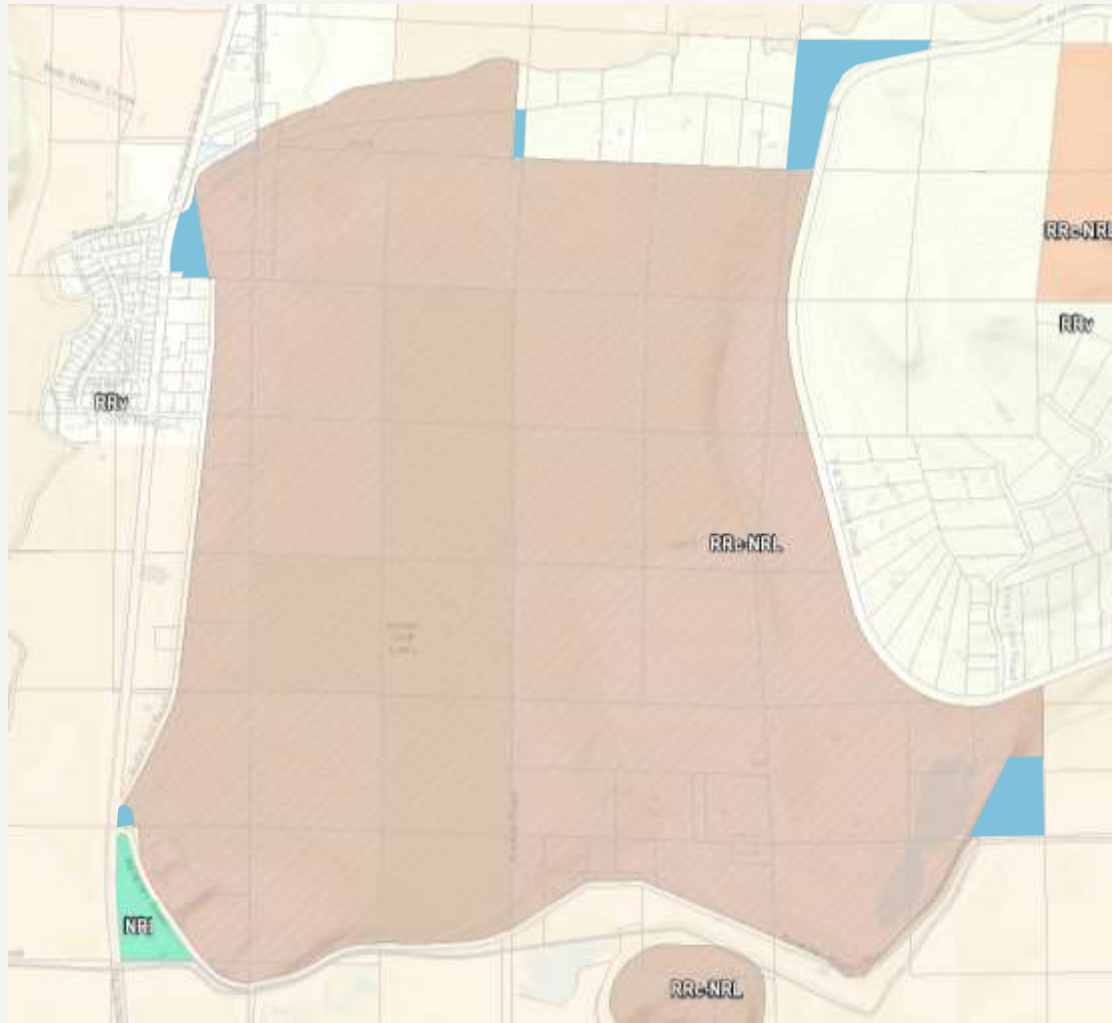
- Around 1,000 jobs during ten years of construction, and
- Around 200-300 full time permanent jobs upon completion (not including the school).



Which means:

- More jobs for area residents, and
- More money in Skagit County for people to spend locally, and
- A boost Anacortes economy.

AVALON WOULD BE THE BEST USE OF THE LAND



-  Mineral Resources Overlay
-  Land in the Avalon Proposal that does not have a mineral resources overlay

CONCLUSION

- Skagit Partners has proposed amendments that would allow fully contained communities in Skagit County.
- The proposed amendments should be docketed to allow further study.
- Both the proposed amendments themselves and further study will benefit Skagit County and its municipalities, including Anacortes.
- Docketing the proposed amendments does not mean that Avalon will be built.



SKAGIT PARTNERS

QUESTIONS?





January 14, 2019

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

Dear Councilmembers:

Skagit Partners proposes changes to the Skagit County Comprehensive Plan, Countywide Planning Policies and development regulations for Skagit County's 2019 docket. The proposals are limited in scope and non-project in nature. They would eventually allow for development of a fully contained community in Skagit County. Under the Growth Management Act (RCW 36.70B.350), a fully contained community is an urban growth area that is not contiguous with an existing urban growth area. The fully contained community must have a mixture of housing, commercial areas, and services. Some of that housing must be affordable. It must also ensure that the environment is adequately protected.

Currently, the Skagit County Comprehensive Plan does not permit fully contained communities and there is no process available in Skagit County for considering and approving a fully contained community. Our proposed changes to the County's Comprehensive Plan and County Wide Planning Policies will permit fully contained communities that meet the requirements of the Growth Management Act and the changes to the County's development regulations would supply a process for such a development. As proposed, the purpose of new fully contained communities in Skagit County is to allow for urban scale planned developments with adequate buffers from existing urban development. The property around the Avalon golf course is the only logical place for such development - out of the flood plain, not in agricultural land, with urban services available, and near I-5. Even so, approval of the proposed changes is not the same as approval of the Avalon project itself (see below). Skagit Partners' eventual goal is to develop a new fully contained community called Avalon surrounding the Avalon Links golf course. As such, future population must be reserved ahead of any development application. This reservation also requires a change to the County Wide Planning Policies. We have proposed a population reservation of 8500 people to be added to Skagit County's population without changing the population allocations for municipalities.

Under the Growth Management Act, docketing is the process of considering the proposals for changing the comprehensive plan and development regulations. If Skagit Partners' proposals are docketed, the next step will be an environmental impact statement (EIS) analyzing the potential impacts of the proposals. Part of the EIS will be collecting information about Skagit County currently, including information about the housing situation and the economy. The scope of the EIS will be established after community input, at the direction of Skagit County. The process, data collection, and information analysis will be overseen by Skagit County, at the expense of Skagit Partners. As you know, there is ample opportunity for public

comment during the EIS process. Finally, to ensure the EIS process is not a burden on the County, Skagit Partners has offered to fund a staff position at the County to help review and process the EIS. This is an opportunity for Skagit County to investigate and analyze specific topics it has already expressed a need to study, without spending taxpayer money.

Docketing the proposed changes does not mean that they will be approved. After the EIS is complete, likely in 2020, the County will commence consideration of the proposed comprehensive plan, policies, and development regulation changes through staff review, Planning Commission hearing, and ending with consideration by the County Commissioners. Before a final decision by the County Commissioners, the GMA Steering Committee must review and provide a recommendation. The City of Anacortes will participate through the GMA Steering Committee and decide whether to recommend approval of the changes. It is expected that most of this process will take place in 2020.

Even if changes are made, this does not guarantee that Avalon be developed. Avalon or any other fully contained community will require an entirely different process for project approval. It will need its own application, EIS, and development approvals.

Request your support. We respectfully ask for your support of our docketing request. Docketing will enable the gathering of vital information on housing and its challenges, potential solutions, and related impacts, through the EIS process. It will further allow for consideration of our proposals with the best information in hand and a thorough opportunity for community review. As a GMA Steering Committee Member, Anacortes' input will be very important to the County's decision on whether to docket our request for further consideration.

We look forward to giving you a more in-depth presentation addressing our proposal and Avalon at your January 22nd City Council meeting, and most importantly, to answer any questions you may have about our proposal.

Yours Truly,

A handwritten signature in blue ink, appearing to read "Robert A. Carmichael".

Robert A. Carmichael

Simi Jain

Attorneys for Skagit Partners, LLC



SKAGIT PARTNERS

FULLY CONTAINED COMMUNITIES

SKAGIT PARTNERS' PROPOSED AMENDMENTS

CITY COUNCIL – CITY OF ANACORTES

JANUARY 22, 2019

 CARMICHAEL CLARK, P.S.
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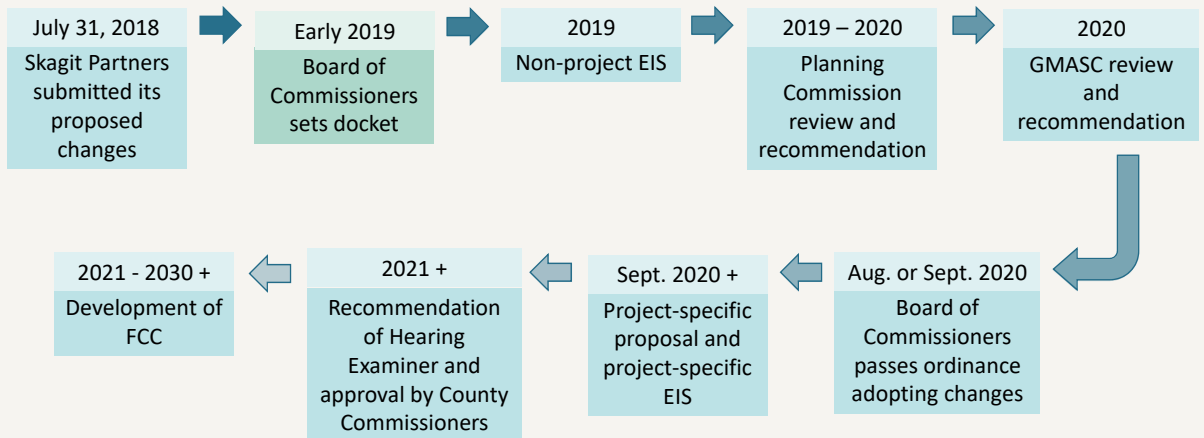


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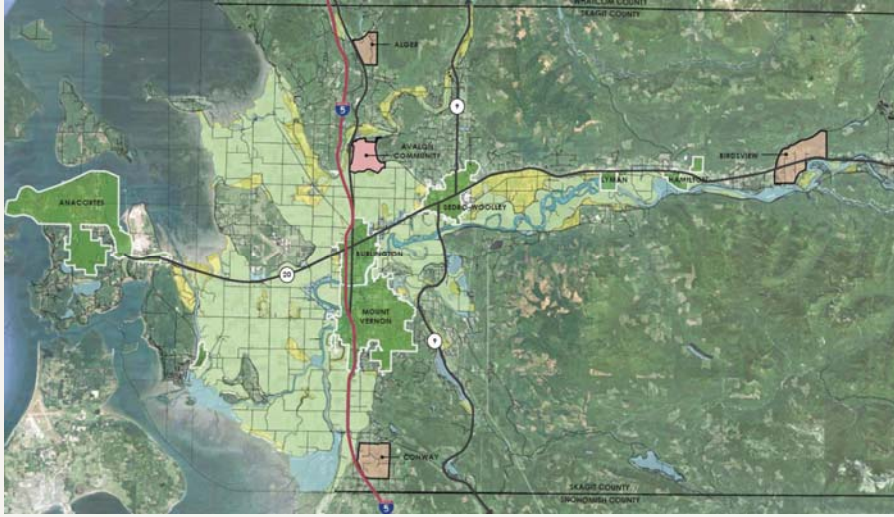


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CITY COUNCIL – CITY OF ANACORTES

JANUARY 22, 2019

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WHAT IS AVALON?



CONCEPT PLAN

LEGEND

- Single Family Residential
- Townhomes / Multi Family / Cottage
- Neighborhood Commercial
- Recreation & Amenity
- Schools
- Open Space

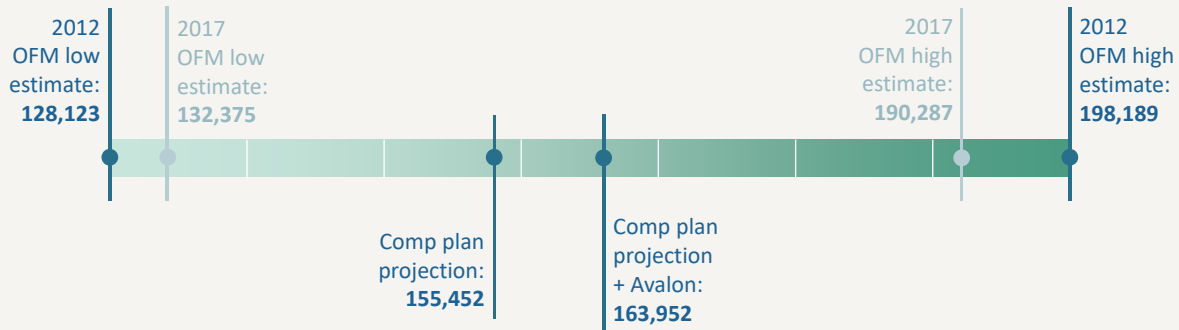
CITY COUNCIL – CITY OF ANACORTES

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CONSISTENT WITH OFM POPULATION PROJECTION

SKAGIT COUNTY POPULATION 2036



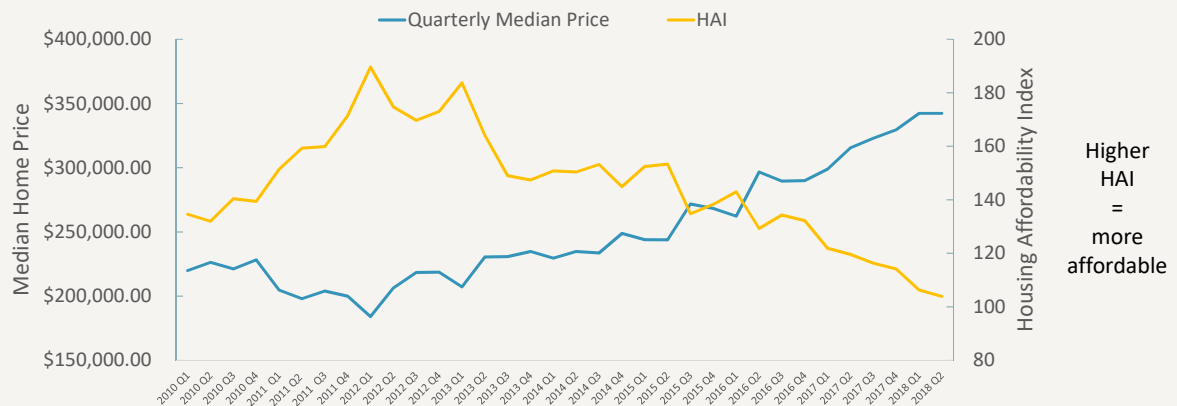
CITY COUNCIL – CITY OF ANACORTES

JANUARY 22, 2019

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HOME PRICES INCREASE & AFFORDABILITY DECREASES

Quarterly Median Home Price and Housing Affordability Index, 2010-2018Q2



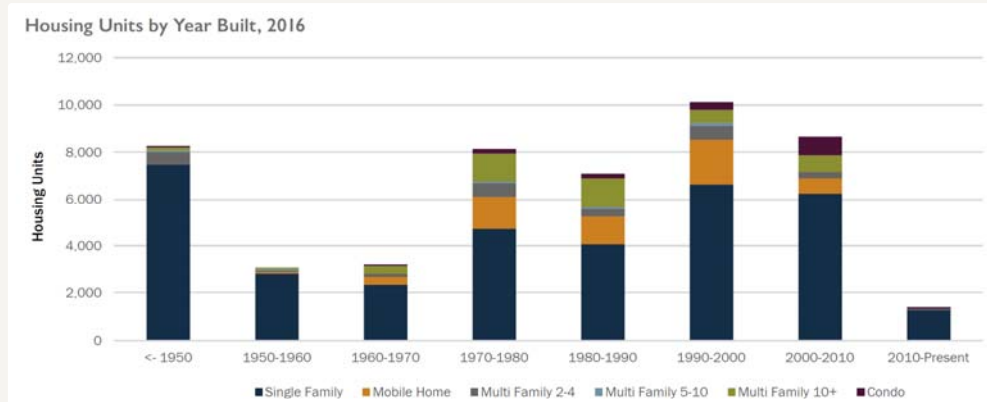
Graph made with data produced by the Washington Center for Real Estate Research at the University of Washington, available online at <http://realestate.washington.edu/research>

CITY COUNCIL – CITY OF ANACORTES

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SKAGIT PARTNERS

QUESTIONS?



Continue on back of sheet as needed

City Council Minutes – January 14, 2019

At 6:00 p.m. Mayor Laurie Gere called to order the regular Anacortes City Council meeting of January 14, 2019. Councilmembers Eric Johnson, Anthony Young, Brad Adams, Liz Lovelett, Bruce McDougall and Matt Miller were present. Councilmember Ryan Walters was absent. The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Port/City Liaison Committee: Mr. Miller reported from the committee meeting the prior week. He confirmed that ownership of the Olsen Building had transferred from the Port of Anacortes to the Anacortes Housing Authority and advised that vacation of the alley behind the Olsen Building would come before City Council for action in its quasi-judicial capacity. Mr. Miller also reported on discussion of the Northwest Basin timeline, an upcoming joint City Council/Port Commission meeting anticipated in the spring, formation of stakeholder groups for the Port's planned event center, Port input on the city's development regulations update, the nearly complete Maritime Strategic Plan, and public process for the Guemes Channel Trail. Mr. Young elaborated on several of those topics.

Skagit County Law & Justice Council: Mr. Miller reported from the LJC meeting the prior Wednesday. He described the Residential Substance Abuse Treatment (RSAT) program providing inmates and those transitioning out of jail with substance abuse treatment after release. Mr. Miller said the new justice center includes a very well established substance abuse treatment program. He noted that an estimated 70% of inmates have mental health and/or substance abuse complications. Mr. Miller advised that the LJC would meet every other month henceforth and the next meeting would be in March. Mr. Young asked what share of law and justice resources were addressing drug abuse and treatment. Mr. Miller explained the data collection constraints on such calculations. Ms. Lovelett said she could provide her colleagues with Skagit Population Health Trust resources addressing that question.

Finance Committee: Mr. Johnson reported from the committee meeting the prior week at which the group discussed the revised contracting and purchasing policy which would come before the full Council later in the month. He thanked Finance Director Steve Hoglund, City Attorney Darcy Swetnam and Contract Specialist Tiffany Matson for their extensive efforts on the draft. Mr. Young asked if the draft policy was available for review as he was particularly interested in small purchases. Ms. Swetnam indicated that the draft policy would be included in the packet materials for the January 28, 2019 City Council meeting but that she could circulate a draft to councilmembers after the Finance Committee's latest round of input had been incorporated. Mr. Johnson said the committee was also investigating the extent to which similarly sized cities support human services and would be seeking additional data from MRSC in that regard.

Planning Committee: Mr. McDougall reported from the committee meeting earlier in the evening. He advised that Senior Planner Libby Grage had updated those present on the status of the third draft of the development regulation updates, reporting that the public hearing begun at the Planning Commission had been extended to January 23, 2019 to accommodate all interested parties. After final edits a draft of the regulations was anticipated to come before City Council in February. Mr. McDougall reported that the committee also discussed wireless telecommunications facilities, noting that outside counsel at Foster Pepper was updating the Anacortes ordinance and that the Planning Commission would hold an advertised public hearing on those regulations on January 16. He added that the city would also be working with GeoEngineers to update the city's Critical Areas ordinance and that a Shoreline Master Program update was coming up as well.

Public Comment

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

Consent Agenda

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

- a. Minutes of January 7, 2019
- b. Approval of Claims in the amount of: \$366,244.61

The following vouchers/checks were approved for payment:
EFT numbers: 91842 through 91872, total \$259,316.19
Check numbers: 91873 through 91907, total \$246,954.65
Wire transfer numbers: 243239 through 243471, total \$6,763.85

Mr. Young thanked staff for purchasing locally when it was cost effective to do so.

PUBLIC HEARINGS

Public Hearing: Ordinance 3031 Updating AMC Titles 16, 17 and 19 for Low Impact Development

City Attorney Darcy Swetnam recapped Ordinance 3031 adopted by City Council on November 19, 2018 to reinforce low impact development. Her slide presentation was added to the packet materials for the meeting. Ms. Swetnam reminded that RCW 36.70A.390 requires a public hearing within 60 days of adoption of an interim zoning ordinance.

At approximately 6:20 p.m. Mayor Gere opened the advertised public hearing. No one present wished to speak. The mayor left the hearing open until the next regular City Council meeting on January 22, 2019 to allow more opportunity for public comment.

Ms. Lovelett suggested reordering the remaining agenda items to consider the legislative priorities prior to the training, in deference to audience members who might wish to comment. Ms. Schuh advised that the proposed order was intended to allow the guest speaker to travel back to King County at a reasonable hour. Mayor Gere inquired if anyone in the audience was in attendance in order to comment on the legislative priorities. No one present indicated in the affirmative. Mayor Gere advised that the agenda order would stand as presented.

OTHER BUSINESS

WA Cities Insurance Authority 1-Hour Elected Official Training Regarding Liability Exposures and Recommended Risk Controls

Administrative Services Director Emily Schuh introduced Ann Bennett, Executive Director of Washington Cities Insurance Authority (WCIA). Ms. Bennett facilitated a training session on managing the city's risk. Her slide presentation was included in the packet materials for the meeting. No Council action on this item was taken during or following the training session.

Resolution 2029: City of Anacortes Legislative Priorities

Ms. Schuh presented revised priorities based on councilmember input at the January 7, 2019 City Council meeting. Ms. Lovelett distributed draft language for three potential additional priorities; her suggestions were added to the packet materials for the meeting. Mr. Miller supported the priorities as presented by Ms. Schuh in the packet distributed prior to the meeting, but he discouraged references to specific legislation, noting that he could not support documents he had not read. Mr. Johnson noted that SHB 2367, referenced in the draft priorities, had already been adopted. Mr. Miller reiterated that he could not support documents he had not read. Mr. McDougall supported adding a distinct priority incorporating Ms. Lovelett's first and third proposed priorities and specifically tying them to protecting the Salish Sea. Ms. Lovelett suggested removing references

to specific bills from the legislative priorities and instead adopting resolutions in support of specific legislation if and when appropriate. Mr. Miller concurred and other councilmembers nodded in agreement. Ms. Schuh requested clarification that councilmembers wished to add a bullet incorporating Ms. Lovelett's first and third proposed priorities, referencing the Salish Sea, and also a bullet incorporating Ms. Lovelett's second proposed priority regarding renewable energy, removing references to specific bills. Councilmembers nodded in agreement. Ms. Schuh said she would bring the revised version back to Council on the Consent Agenda at the next meeting.

Mayor Gere invited Ms. Schuh to report on the visit the prior Friday from the governor's office regarding one of the top Anacortes priorities, municipal broadband. Ms. Schuh said that the mayor, Mr. McDougall, Public Works Director Fred Buckenmeyer and herself had received staff from the governor's office and the Department of Commerce who were very enthusiastic about the fiber project, calling Anacortes ahead of the game in Washington State. She said the visitors suggested funding ideas and asked Anacortes to review and possibly speak on behalf of the broadband bill that would be introduced in the legislature.

Mayor Gere invited members of the audience to comment on this agenda item.

Wim Houppermans referenced proposals at the state level to limit high capacity magazines for assault guns and pistols and said some cities impose similar constraints on a municipal level. Mr. Houppermans wondered if Anacortes could have some policies regarding gun control.

Mayor Gere confirmed that staff would bring the revised legislative priorities back to Council for further consideration at its next regular meeting.

There being no further business, at approximately 7:30 p.m. the Anacortes City Council meeting of January 14, 2019 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, 2019 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
243602	11/13/2018	SIN005353	CARTEGRAPH SYSTEMS, INC	CARTEGRAPH ANNUAL 1/21/19-1/20/20	\$ 11,683.81	pw1
243973	11/26/2018	109768	FASTENAL COMPANY	EXAM GLOVES, BATTERIES	\$ 1,124.80	medic
243916	11/30/2018	IN929630	NOANET	PHASE 3 FIBER ENGINEERING SUPPORT TRAVEL EXPENSES	\$ 533.81	pw1
243946	11/30/2018	0193992	NURNBERG SCIENTIFIC	PH ELECTRODE X 2	\$ 896.16	dwtp
243999	12/10/2018	300000305007	PUGET SOUND ENERGY INC	STREET LIGHTS, METER VAULTS 12/1-12/31/18	\$ 431.93	ap direct
243506	12/28/2018	1088	ANACORTES SMALL BOATS CENTER	JAN DINGY DOCK RENTAL SPACE	\$ 450.00	parks
243894	12/28/2018	11275969	HACH COMPANY	WTP LAB HARDNESS STANDARD	\$ 79.26	dwtp
243915	12/31/2018	86958340	150-PRAXAIR DISTRIBUTION INC	CYLINDER RENTAL	\$ 453.22	dwwtp
243927	12/31/2018	236	BOYS & GIRLS CLUBS	DECEMBER - LUNCH PROGRAM SERVICE PROVISION	\$ 460.00	finance
243679	12/31/2018	164	BUBBA SUDZ CAR WASH, INC.	DECEMBER CAR WASHES- 6	\$ 56.00	dshop
243550	12/31/2018	3091798292	LEXISNEXIS	LEGAL ON-LINE SUBSCRIPTION FOR DEC. 2018	\$ 324.42	legal
243539	12/31/2018	200024889996	PUGET SOUND ENERGY INC	WTP INTAKE 12/1/18 - 12/31/18	\$ 343.66	dwtp
243544	12/31/2018	200000667101	PUGET SOUND ENERGY INC	LIBRARY 1220 10TH 11/6 - 12/6/2018	\$ 2,598.67	publib
243951	12/31/2018	300000000343	PUGET SOUND ENERGY INC	PARKS/CEM/WASH. PARK/FAC/DEPOT 12/7 -	\$ 2,591.24	parks
243959	12/31/2018	300000290035	PUGET SOUND ENERGY INC	ELECTRICITY	\$ 27.64	museum
243614	12/31/2018	2018pruning	SCOTT MAYER TREE	PRUNING AT CAUSLAND PARK	\$ 1,443.05	parks
243963	12/31/2018	4TH QTR 2018	SKAGIT COUNTY DISTRICT COURT	4TH QUARTER 2018 PROBATION FEES	\$ 9,400.00	court
243817	12/31/2018	2818	SKAGIT COUNTY SHERIFF'S OFFICE	NW MINI CHAIN; 4TH QTR 2018	\$ 3,002.13	apd
243938	12/31/2018	600001371	SKAGIT REGIONAL HEALTH	PRE-HIRE HEALTH EXAMS: OLIVERI, VAN	\$ 1,795.00	medic
243962	12/31/2018	INV00449488	SMARSH, INC	ARCHIVING PLATFORM 12/1-12/31/18	\$ 759.05	infosys
243897	12/31/2018	S20182930	SUPERIOR SYSTEMS, INC	WELD HOLE IN W2 PUMP CAST VOLUTE HOUSING	\$ 122.92	dwwtp
243598	12/31/2018	114-7867749	UNITED SITE SERVICES, INC	TOILET RENTAL - WA PARK LOWER BEACH 12/1-12/31/18	\$ 82.73	parks
243599	12/31/2018	114-7867641	UNITED SITE SERVICES, INC	TOILET RENTAL - ACE OF HEARTS 12/1-12/31/18	\$ 121.31	parks
243600	12/31/2018	114-7867704	UNITED SITE SERVICES, INC	PORTABLE TOILET - EDWARDS WAY 12/1-12/31/18	\$ 82.73	parks
243603	12/31/2018	114-7867639	UNITED SITE SERVICES, INC	PORTABLE TOILET - LOOP ROAD 1 12/1-12/31/18	\$ 47.89	parks
243604	12/31/2018	114-7867678	UNITED SITE SERVICES, INC	PORTABLE TOILET - LOOP RD. 2 12/1-12/31/18	\$ 62.00	parks

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
243893	12/31/2018	114-7867775	UNITED SITE SERVICES, INC	2100 PENNSYLVANIA AVE PORTA-POTTIE RENTAL DEC	\$ 139.60	dwtp
243899	12/31/2018	286000156	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 12/1/2018 - 12/31/2018	\$ 67.00	finance
243930	1/1/2019	ACB0050456	ANACORTES FAMILY MEDICINE	TB TEST	\$ 28.00	medic
243487	1/1/2019	8292	PORT OF ANACORTES	MOORAGE - QUARTERLY - SPACE QD-01A	\$ 66.80	parks
243488	1/1/2019	989	PORT OF ANACORTES	JAN DOCK RENTAL - QD-25	\$ 33.95	parks
243490	1/1/2019	530	PORT OF ANACORTES	DOCK RENTAL QD-13 QD-23 & QD-27	\$ 103.89	parks
243491	1/1/2019	987	PORT OF ANACORTES	JAN DOCK RENTAL - QD-20	\$ 34.97	parks
243493	1/1/2019	983	PORT OF ANACORTES	DOCK RENTAL - QD-19	\$ 34.97	parks
243496	1/1/2019	984	PORT OF ANACORTES	DOCK RENTAL - QD24	\$ 34.97	parks
243497	1/1/2019	985	PORT OF ANACORTES	JAN DOCK RENTAL - QD-21	\$ 34.97	parks
243499	1/1/2019	986	PORT OF ANACORTES	JAN DOCK RENTAL - QD-22	\$ 34.97	parks
243955	1/1/2019	5035475	SKAGIT VALLEY HERALD	LIBRARY SKAGIT VALLEY HERALD 1/28/2019 - 1/27/2020	\$ 234.00	publib
243607	1/1/2019	14275	WASHINGTON CITIES INSURANCE	GENERAL LIABILITY INSURANCE CITYWIDE 2018	\$ 356,337.00	finance
243952	1/2/2019	794977	BAYSHORE OFFICE PRODUCTS INC	DATE STAMP REPLACEMENT	\$ 35.21	court
243668	1/2/2019	1264869	SURETY PEST CONTROL	OPS- MONTHLY PEST MAINTENANCE	\$ 65.10	dshop
243839	1/2/2019	331 0440740	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE	\$ 55.62	dwtp
243840	1/2/2019	331 0440756	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE - INTERN TH	\$ 6.18	dwtp
243669	1/3/2019	414	BLUE COW CARWASH	OCT, NOV, DECEMBER CAR WASHES- 39	\$ 390.00	dshop
243956	1/3/2019	KDEP - 3450	KANOPY LLC	DATABASE	\$ 1,200.00	publib
243660	1/3/2019	556	KULSHAN SERVICES LLC	STORMWATER WATER REPORT	\$ 1,287.00	pw1
243606	1/3/2019	171772	SCOTT RICHARDS INSURANCE, INC	COMMERCIAL PROPERTY INSURANCE 2019	\$ 95,234.00	finance
243180	1/3/2019	January	SKAGIT LAW GROUP PLLC	PROSECUTING ATTORNEY SERVICES JAN. 2019	\$ 6,120.00	legal
243913	1/4/2019	110786	FASTENAL COMPANY	GURNEY DISINFECTANT, EXAM GLOVES	\$ 352.26	medic
243969	1/4/2019	11282477	HACH COMPANY	SALT BRIDGES AND BUFFER SOLUTION	\$ 497.11	dwwtp
243906	1/4/2019	11472	NORTHWEST CLEAN AIR AGENCY	WA DOE DEVELOPMENT AND OVERSIGHT FEE	\$ 105.50	dwwtp
243682	1/4/2019	635900	SAN DIEGO POLICE EQUIP CO INC	TRAINING AMMO	\$ 399.69	apd
243677	1/7/2019	795349	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES- SHOP	\$ 878.85	dshop
243670	1/7/2019	72255219	INTERSTATE BATTERIES	BATTERIES- #030 & #034	\$ 412.19	dshop
243811	1/7/2019	3029	NW CLEANERS	OPS FULL CLEANING FROM REMODEL PH2	\$ 1,137.08	dshop
243935	1/7/2019	220013297076	PUGET SOUND ENERGY INC	1100 STATE ROUTE 20 12/7/18-01/05/19	\$ 19.37	plan
243936	1/7/2019	220013297498	PUGET SOUND ENERGY INC	CASINO DR UNDER TWIN BRIDGES: 12/7-01/05/19	\$ 71.67	dshop
243940	1/7/2019	190054	T-SHIRTS BY DESIGN	REC STAFF T-SHIRTS	\$ 154.61	parks
243479	1/7/2019	71625B-X	UNDERWOOD & ASSOCIATES, LLC	LIBRARY SPACE CORRECTIONS - DESIGN	\$ 1,751.39	publib
243729	1/8/2019	3867704	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	\$ 41.39	medic
243896	1/8/2019	11286760	HACH COMPANY	SAMPLE CELL PK/8	\$ 508.87	dwtp

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
243912	1/8/2019	8029	MACLEOD RECKORD PLLC	GUEMES CHANNEL TRAIL 30% DESIGN - PHASE II - DECEMBER 2018	\$ 302.77	pw1
243609	1/8/2019	001-422559	PISTON SERVICE OF ANACORTES	PART- VEH #144	\$ 52.19	dshop
243733	1/8/2019	220013286525	PUGET SOUND ENERGY INC	HEART OF ANACORTES 12/6/18-1/7/19	\$ 160.45	finance
243734	1/8/2019	220015523313	PUGET SOUND ENERGY INC	CAR CHARGING STATION 12/6/18-1/7/19	\$ 75.17	finance
243818	1/8/2019	220013286491	PUGET SOUND ENERGY INC	APD 12/6/18-1/4/2019	\$ 1,865.40	apd
243932	1/8/2019	210028	SEAWESTERN, INC.	10 HOSE STRAPS	\$ 130.20	medic
243732	1/9/2019	January 9, 2019	ANACORTES CHAMBER OF COMMERCE	LTAC CHAMBER EXPERIENCE ATOWN	\$ 14,378.97	plan
243612	1/9/2019	795913	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES- OPS	\$ 169.80	dshop
243837	1/9/2019	19-00788	EDGE ANALYTICAL, INC	BAC T ANALYSIS	\$ 15.00	dwtpt
243929	1/9/2019	110840	FASTENAL COMPANY	FIREFIGHTING GLOIVES, BATTERIES	\$ 2,079.36	medic
243662	1/9/2019	1215786	FOSTER PEPPER PLLC	WATER TREATMENT PLANT MATTER #96	\$ 776.50	legal
243663	1/9/2019	1215787	FOSTER PEPPER PLLC	GENERAL MATTERS - MATTER NO. 1	\$ 7,494.50	legal
243664	1/9/2019	1215788	FOSTER PEPPER PLLC	WATER TREATMENT PLANT 2017 MATTER # 102	\$ 2,366.50	legal
243665	1/9/2019	1215780	FOSTER PEPPER PLLC	CLEAN WATER ACT CITIZEN SUIT MATTER #103	\$ 20,064.00	legal
243610	1/9/2019	001-422637	PISTON SERVICE OF ANACORTES	PART- VEH #511	\$ 9.45	dshop
243667	1/9/2019	001-422598	PISTON SERVICE OF ANACORTES	SUPPLIES- SHOP	\$ 6.78	dshop
243674	1/9/2019	001-422648	PISTON SERVICE OF ANACORTES	PART- VEH #510	\$ 73.55	dshop
243957	1/9/2019	045426	SEBO'S DO-IT CENTER	MAINTENANCE SUPPLIES	\$ 13.00	museum
243680	1/9/2019	111	SKAGIT DOMESTIC VIOLENCE &	SKAGIT DVSAS (10/1/1-12/31/18)	\$ 1,870.07	apd
243822	1/9/2019	1142477	SKAGIT PUBLISHING LLC	PUBLISH AA-1853047 AA-1853211 AA-1853597 AA-1853827 SVH-1854426	\$ 551.44	finance
243611	1/9/2019	COA0119	SYSTEMS DESIGN WEST, LLC	AMBULANCE BILLING DECEMBER	\$ 2,656.50	finance
243841	1/9/2019	331 0440865	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE	\$ 100.80	dwtpt
243842	1/9/2019	331 0441882	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE FOR INTERN TH	\$ 6.18	dwtpt
243675	1/10/2019	1991062825	ARAMARK	OPS: MAT CLEANING 01/10/19	\$ 29.08	dshop
243681	1/10/2019	1660062816	ARAMARK	APD NYLON MATS CLEANED	\$ 16.28	apd
243809	1/10/2019	1991062824	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	\$ 70.06	finance
243812	1/10/2019	8498 30 030 0111230	COMCAST	WTP 14489 RIVER BEND RD. - 1/19-2/18/19	\$ 230.59	finance
243813	1/10/2019	8493 30 017 0490698	COMCAST	CITY HALL INTERNET CONNECTION 1/20-2/19/19	\$ 186.12	finance
243902	1/10/2019	13818	NORTH WEST INSTRUMENT SERVICES	INSTRUMENT CALIBRATION	\$ 260.40	dwtpt
243844	1/10/2019	257657320-001	OFFICE DEPOT, INC.	OFFICE SUPPLIES	\$ 182.11	dwtpt
243671	1/10/2019	001-422718	PISTON SERVICE OF ANACORTES	PARTS- VEH #013	\$ 10.25	dshop
243672	1/10/2019	001-422769	PISTON SERVICE OF ANACORTES	BATTERY- VEH #219	\$ 380.67	dshop
243673	1/10/2019	001-422771	PISTON SERVICE OF ANACORTES	SHOP SUPPLIES	\$ 108.50	dshop
243933	1/10/2019	300000290019	PUGET SOUND ENERGY INC	STA 3: 12/6 - 1/5	\$ 151.65	medic
243848	1/10/2019	1182162	SIGNATURE FORMS, INC	SHIPPING FOR REGULAR #10 ENVELOPES	\$ 83.76	finance

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
243687	1/10/2019	19-001	SPLAB	LTAC CASCADIA POETRY FEST REIMBURSE	\$ 1,993.50	plan
243728	1/10/2019	190040	T-SHIRTS BY DESIGN	SHORTS, SWEATPANTS, SWEATSHIRT - NEW	\$ 94.88	medic
243666	1/10/2019	113840	WALTON BEVERAGE COMPANY, INC	OPS BREAKROOM SUPPLIES	\$ 157.50	dshop
243731	1/10/2019	113839	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 105.00	finance
243843	1/10/2019	113842	WALTON BEVERAGE COMPANY, INC	WTP BREAKROOM SUPLIES	\$ 91.84	dwtpt
243931	1/10/2019	113837	WALTON BEVERAGE COMPANY, INC	AFD BREAKROOM SUPPLIES	\$ 87.50	medic
243683	1/11/2019	2003126	ANACORTES AMERICAN	ANACORTES AMERICAN SUBSCRIPTION	\$ 50.00	apd
243730	1/11/2019	2946	ANACORTES TOWING, LLC	TOWING; APD CASE 19-A00219	\$ 162.75	apd
243911	1/11/2019	B795913-1	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES- OPS OFFICE	\$ 16.11	dshop
243924	1/11/2019	796476	BAYSHORE OFFICE PRODUCTS INC	VELCRO	\$ 7.05	dwwtp
243943	1/11/2019	796519	BAYSHORE OFFICE PRODUCTS INC	FILE FOLDERS	\$ 13.02	parks
243949	1/11/2019	192834-5	BIRCH EQUIPMENT CO., INC	DRILL, RIGHT ANGLE HOLE HAWG	\$ 16.28	wdist
243814	1/11/2019	8498 30 017 0464628	COMCAST	WA PARK INTERNET 1/21-2/20/19	\$ 106.12	finance
243685	1/11/2019	052-0660-02	DM ROBINSON TRUST	Overpayment on closed account	\$ 128.32	finance
243919	1/11/2019	18-46349	EDGE ANALYTICAL, INC	EFFLUENT TESTING	\$ 140.00	dwwtp
243686	1/11/2019	100-0780-02	GLICKMAN, DONALD & ELIZABETH	Overpayment on closed account	\$ 2.00	finance
243684	1/11/2019	051-6670-01	ROY, DEBORAH	Overpayment on closed account	\$ 108.98	finance
243923	1/11/2019	796476	WALTON BEVERAGE COMPANY, INC	WWTP BREAKROOM SUPPLIES	\$ 35.00	dwwtp
243934	1/12/2019	0099E018029	UNITED PARCEL SERVICE, INC	SHIPPING	\$ 13.01	medic
243925	1/14/2019	1991066644	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$ 72.00	dwwtp
243823	1/14/2019	796197	BAYSHORE OFFICE PRODUCTS INC	BOOKCASE 2 SHELF	\$ 166.63	dshop
243821	1/14/2019	3-02 DEC18	STUM, MELANIE	PUB DEF CONFL	\$ 78.00	court
243824	1/14/2019	3-04 DEC18	STUM, MELANIE	PUB DEF CONFL	\$ 208.00	court
243825	1/14/2019	3-05 DEC18	STUM, MELANIE	PUB DEF CONFL	\$ 97.50	court
243826	1/14/2019	3-07 DEC18	STUM, MELANIE	PUB DEF CONFL	\$ 45.50	court
243827	1/14/2019	3-10 DEC18	STUM, MELANIE	PUB DEF CONFL	\$ 45.50	court
243828	1/14/2019	3-14 DEC18	STUM, MELANIE	PUB DEF CONFL	\$ 182.00	court
243829	1/14/2019	3-15 DEC18	STUM, MELANIE	PUB DEF CONFL	\$ 208.00	court
243830	1/14/2019	3-17 DEC18	STUM, MELANIE	PUB DEF CONF	\$ 117.00	court
243831	1/14/2019	3-19 DEC18	STUM, MELANIE	PUB DEF CONFL	\$ 169.00	court
243832	1/14/2019	3-20 DEC18	STUM, MELANIE	PUB DEF CONFL	\$ 214.50	court
243833	1/14/2019	3-23 DEC18	STUM, MELANIE	PUB DEF CONFL	\$ 136.50	court
243834	1/14/2019	3-25 DEC18	STUM, MELANIE	PUB DEF CONFL	\$ 273.00	court
243819	1/14/2019	00005W5A83029	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 1-12-19	\$ 17.19	apd
243920	1/15/2019	12222018	CHARNLEY, SHANNON	APPLIANCE REBATE	\$ 50.00	pwfac
243968	1/15/2019	2019	DMCMA TREASURER	2019 DMCMA MEMBERSHIP FEE	\$ 150.00	court

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
243941	1/15/2019	ReimbFloyd	FLOYD, DAVID	TRAINING-MID MNGT; CAPT FLOYD PER DIEMS	\$ 170.00	apd
243928	1/15/2019	01082019	HOXIE, NANCY	APPLIANCE REBATE	\$ 50.00	pwfac
243967	1/15/2019	JAN 2019	KORTERUD, WAYNE D	INDIGENT SCREENING JAN 2019	\$ 375.00	court

Total **\$569,963.84**



City Council Contract Agenda Bill

Meeting Date: 1/22/2019 **Agenda Item:** 5c

Subject: Contract Award - Critical Areas Regulations Update – Additional Technical Support
16-082-IDS-003

Staff Contact: Don Measamer

Approved for Submittal to Council by:
Darcy Swetnam, City Attorney

Action Type: Contract Award

Summary Statement: City staff seeks City Council consent to award a contract in the amount of \$40,000.00 to GeoEngineers, Inc. to provide Additional Technical Support for the Critical Areas Regulations Update. This contract provides for the following tasks to be completed:

1. Review the feedback the City has received regarding the first draft of the critical areas update.
2. Review the first draft critical areas update document with regard to:
 - a. Internal consistency throughout the code addressing critical areas.
 - b. Consistency with relevant state regulations and guidance documents, including the GMA.
 - c. Discrepancies/inconsistencies with respect to the BAS.
3. Provide marked up comments in the draft Critical Areas Ordinance.
4. Feedback and comments may also be provided verbally and/or in written memoranda as requested summarizing review comments, conclusions and recommendations for updating the draft regulations.
5. Provide consultation with the City, other regulatory agencies that might be appropriate during the review and redraft process.
6. Attend two Staff meetings (2 hours on-site), three Planning Commission Meetings (2 hours on-site), and one Council meeting (3 hours on-site) related to the review and preparation of additional drafts of the critical areas regulations.

Background:

1. **History:** GeoEngineers previously provided input regarding best available science (BAS) updates to the Fish and Wildlife Habitat Conservation Areas (FWHCA) (stream buffers), Critical Aquifer Recharge Areas, Geologically Hazardous Areas, and Frequently Flooded Areas sections of the City's critical areas regulations. City staff has prepared a first draft of the critical areas update and has received some feedback from the various groups, public agencies, the general public, and the public City Planning Commission. The updated code must go through some additional revisions and additional Planning Commission review as well as council review. The City would like GeoEngineers to review the feedback provided to the City, review the present updated code language with regard to its consistency with the Growth Management Act (GMA), BAS requirements, consistent across the various critical areas topics within the regulations, and with other applicable guidance, regulations, and plans for the City.
2. **Key Terms:**
 - Work will be performed on a time and materials basis not-to-exceed \$40,000.00.
 - The period of performance is through 12/31/19.
3. **Competitive Bidding:** This work is considered a Personal Service and as such the City asked the Consultant for a proposal that included a scope of work and fees. The Project Manager then evaluated the proposal and determined the scope meets our needs and the fees are fair and reasonable.

Previous Council/Committee Action: Contract [16-082-IDS-001](#) for GeoEngineers to provide Best Available Science Review for the Critical Areas Regulations Update was approved by City Council on [10/17/16](#).

Subject: Contract Award - Critical Areas Regulations Update – Additional Technical Support

Page 2 of 3

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract 16-082-IDS-003 with GeoEngineers, Inc. in the amount of \$40,000.00 to perform the Critical Areas Regulations Update – Additional Technical Support.

Alternative Actions: N/A

Attachments: Contract 16-082-IDS-003

Contractor	GeoEngineers, Inc.
Contract Amount	\$40,000.00
Earmarked Funds	\$152,000.00
BARS #	001.240.558.60.41
Budget Amendment Required?	No
Start Date	Inception
End Date	12/31/19



CONTRACT 16-082-IDS-003
Between
THE CITY OF ANACORTES
AND
GEOENGINEERS, INC.

Critical Areas Regulations Update – Additional Technical Support

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

WHEREAS, the City requires 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 services as described in Exhibit A, which is hereby incorporated by reference and made a part hereof. Work shall be performed under the direction of Libby Grage, Planning Manager, who may be reached at (360) 299-1986 libbyb@cityofanacortes.org.

2. **Price.** The services provided under this Agreement shall be reimbursed on a time-and-materials (T&M) basis not-to-exceed **Forty Thousand Dollars (\$40,000.00)**. The billable rates for services provided shall be in accordance with Article 4 Payment Terms.

3. **Period of Performance.** The period of performance under this Agreement is from inception through December 31, 2019. Inception is defined as the date the Agreement is fully-executed.

4. **Payment Terms.** Progress payments under this contract shall be based upon the Consultant's cataloged rates as listed within Exhibit A, Schedule of Charges-2019 which is attached hereto and incorporated herein by reference.

5. **Subcontracts.** The Consultant shall give notice in advance of placing any subcontract and will identify subcontracts before subcontracted work begins. "Subcontract" means any contract entered into by a sub Consultant to furnish supplies or services for performance of the prime Consultant or a sub Consultant. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders. The following information shall be included (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 sub Consultant, (iv) proposed subcontract price. Unless consent or approval specifically provides otherwise, consent by the City shall not constitute a determination –

- (1) of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this Agreement; or
- (3) To relieve the Consultant of any responsibility for performing this Agreement.

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 sub Consultant 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.

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. 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.

8. Defense and Indemnity Agreement. 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 negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the 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.

9. 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 \$1,000,000 each occurrence and \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 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

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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.

9. City of Anacortes Business License. A City of Anacortes business license is required for any business working inside the city limits whose annual value of products, gross proceeds of sales, or gross income of the business in the city is more than \$2,000. Business licenses can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

10. 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 his/her obligations or responsibilities under the Agreement. However, the Consultant shall be responsible for its own methods and conduct during the period of performance.

11. Standard of Care. The Consultant represents that the Consultant has 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 Professional Services, at the City's discretion

12. Discrimination Prohibited. During the performance of this Agreement, the Consultant and subConsultants shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, gender identity, or any other classification protected under federal, state, or local law. This provision shall include but not be limited to

the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement. Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

13. Consultant is an Independent Consultant. The parties intend that an independent Consultant 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 sub Consultants during the performance of this Agreement.

14. City's 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. An equitable adjustment in the Agreement price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this 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.

15. 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.

16. 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.

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

18. Covenant Against Contingent Fees. The Consultant warrants that he has 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 he has 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.

19. 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.

20. Force Majeure. Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by 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.

21. 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, 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.

22. **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.

23. **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.

24. **Survival of Agreement Termination.** The articles relating to Defense and Indemnity, Ownership and Use of Documents, 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.

25. **Notices.** Notices to the City of Anacortes shall be sent to the following address:

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

Notices to the Consultant shall be sent to the following address:

GeoEngineers, Inc.
Robert Gordon, Principal
600 Dupont Street
Bellingham, WA 98225

Receipt of any notice shall be deemed effective three days after deposit of written notice in the U.S. mails, with proper postage and properly addressed.

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly;

CITY OF ANACORTES

GEOENGINEERS, INC.

By _____
Laurie Gere, Mayor

By _____

Date _____

Title _____

Date _____

COA CONTRACT 16-082-IDS-003
EXHIBIT A



600 Dupont Street
Bellingham, Washington 98225
360.647.1510

January 15, 2019

City of Anacortes
P.O. Box 547
Anacortes, Washington 98221

Attention: Don Measamer

Subject: Scope and Fee Estimate
Critical Areas Regulations Update – Additional Technical Support
Wetlands, Fish and Wildlife Habitat Conservation Areas, Critical Aquifer Recharge Areas,
Geologically Hazardous Areas, and Frequently Flooded Areas
Anacortes, Washington
File No. 0382-030-02

INTRODUCTION AND SCOPE

GeoEngineers, Inc. (GeoEngineers) is pleased to present this scope and fee estimate for continued technical support for the City of Anacortes (City) Critical Areas Regulations code update. The scope was developed based on conversations with you and Libby Grage.

GeoEngineers previously provided input regarding best available science (BAS) updates to the Fish and Wildlife Habitat Conservation Areas (FWHCA) (stream buffers), Critical Aquifer Recharge Areas, Geologically Hazardous Areas, and Frequently Flooded Areas sections of the City's critical areas regulations. J. Gordon, Senior Principal Geotechnical Engineer, and Fiona McNair, Senior Biologist and Wetlands Scientist, were the primary contributors to the BAS updates. City staff has prepared a first draft of the critical areas update and has received some feedback from the various groups, public agencies, the general public, and the public City Planning Commission. The updated code must go through some additional revisions and additional Planning Commission review as well as council review. It is our understanding that the City would like GeoEngineers to review the feedback provided to the City, review the present updated code language with regard to consistency with the Growth Management Act (GMA), BAS requirements, consistent across the various critical areas topics within the regulations, and with other applicable guidance, regulations, and plans for the City. We understand that the City would like J. and Fiona to attend at least two Planning Commission meetings and at least one City Council meeting to provide technical guidance.

We anticipate that the following tasks that will be included as part of our technical support:

1. Review the feedback the City has received regarding the first draft of the critical areas update.



2. Review the first draft critical areas update document with regard to:
 - a. Internal consistency throughout the code addressing critical areas.
 - b. Consistency with relevant state regulations and guidance documents, including the GMA.
 - c. Discrepancies/inconsistencies with respect to the BAS.
3. Provide our marked up comments in the draft Critical Areas Ordinance (word document).
4. Feedback and comments may also be provided verbally and/or in written memoranda (one for Fiona and one for J.) as requested summarizing our review comments, conclusions and recommendations for updating the draft regulations.
5. Provide consultation with the City, other regulatory agencies that might be appropriate during the review and redraft process.
6. Attend two Staff meetings (2 hours on-site), three Planning Commission Meetings (2 hours on-site), and one Council meeting (3 hours on-site) related to the review and preparation of additional drafts of the critical areas regulations.

Deliverables:

- Intermittent correspondence, invoices and budget updates, progress reports if requested.
- Marked up Critical Areas Code with comments and suggested edits.
- Brief memos (one for Wetlands and FWHCA and one for Critical Aquifer Recharge Areas, Geologically Hazardous Areas, and Frequently Flooded Areas) documenting the assessment of policies and regulations, research of the proposed code and critical areas updates, include comments regarding the consistency and any issues noted by staff and outside parties.
- Assist staff with preparing staff reports, meeting/presentation materials for public meetings, on an as requested basis.
- After staff prepares a matrix with a summary of public comments, assist staff with review and responses.
- Evaluate and provide comments on the draft CAO to allow for incorporation by reference into the Shoreline Master Program when it is updated in 2020.

Assumptions:

- City will provide the feedback from the current draft critical areas regulations update.
- J. Gordon and/or Fiona McNair will attend the staff, Planning Commission, and Council meetings as requested and described above (2 to 3 hours on-site).

SCHEDULE, TERMS AND BUDGET

We understand that the goal is to have the draft regulations finished and Council approval by about mid-2019. We will start our review upon receiving notice to proceed and will attend meetings on an “as requested” basis. We assume that the professional services listed above will be authorized by separate City contract or an extension of our previous contract for the critical areas regulations review and update.

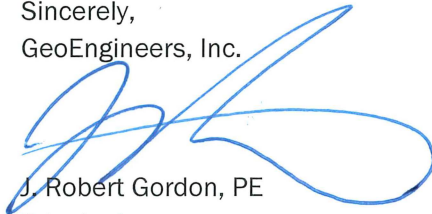


The fee for the services described above will be determined on a time-and-expense basis in accordance with the attached Schedule of Charges. We have included 37 hours of meeting time, and 53 hours of review, support, liaison, and memoranda support time for each of J. and Fiona, plus administrative support and travel expenses. We estimate that our fee for the services described above will be approximately \$40,000. We will keep you apprised of project status and conditions that may significantly affect our scope, schedule and estimate.

There are no intended third-party beneficiaries arising from the services described in this scope and fee estimate and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

We appreciate the opportunity to present this scope and fee estimate to provide services to you on this project. Please contact us if you have any questions concerning this proposal.

Sincerely,
GeoEngineers, Inc.



J. Robert Gordon, PE
Principal

FMM:JRG:tlh

One copy submitted electronically

Attachments:

Schedule of Charges – Local Agency 2019

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

Schedule of Charges – 2019

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

Professional Staff

Staff 1 Scientist/Analyst	\$	101/hour
Staff 1 Engineer	\$	105/hour
Staff 2 Scientist/Analyst	\$	113/hour
Staff 2 Engineer	\$	117/hour
Staff 3 Scientist/Analyst	\$	132/hour
Staff 3 Engineer	\$	137/hour
Engineer/Scientist/Analyst 1	\$	155/hour
Engineer/Scientist/Analyst 2	\$	160/hour
Senior Engineer/Scientist/Analyst 1	\$	166/hour
Senior Engineer/Scientist/Analyst 2	\$	180/hour
Associate	\$	200/hour
Principal	\$	217/hour

Technical Support Staff

Administrator 1	\$	69/hour
Administrator 2	\$	81/hour
CAD Technician	\$	81/hour
CAD Designer	\$	93/hour
CAD Design Coordinator	\$	127/hour
Technician	\$	73/hour
Senior Technician	\$	83/hour

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. Rates for data storage and web-based access will be provided on a project-specific basis.

Equipment

Air Quality Equipment, per day	\$	158.00
Air Sparging Field Test, per day	\$	525.00
Construction Monitoring Equipment	\$	26.00
Continuous Recording Data Logger, per day	\$	315.00
Environmental Exploration Equipment, per day	\$	158.00
Field Data Acquisition Equipment, per day	\$	50.00
Field water quality testing equipment, per day (1 day min.)	\$	84.00
Gas Detection and Oxygen Meters, per day (1 day min.)	\$	105.00
Generator, per day (1 day min.)	\$	105.00
Geotechnical Exploration Equipment, per day	\$	131.00
Groundwater Development and Sampling Pumps, per day (1 day min.)	\$	105.00
Groundwater Monitoring Equipment, per day	\$	231.00
Nuclear Density Gauge, per hour (4 hour daily min.)	\$	11.00
pH Meter, per day	\$	16.00
Single Channel Data Logger, per logger, per day (1 day min.)	\$	105.00
Slope Indicator, per day (1 day min.)	\$	210.00
Survey equipment, Porter sampling gear and Dynamic cone sounding equipment, per day	\$	37.00
Vapor Extraction Field Test, per day	\$	525.00
Vehicle usage, per mile (current IRS rate), or \$50/day, whichever is greater	\$	IRS Rate
Vehicle - 4-wheel drive truck, per day (1 day min.)	\$	84.00
Water Disposal Equipment, per use, per day	\$	53.00
Water Quality Equipment, per day	\$	131.00

Specialized and miscellaneous field equipment, at current rates, list available upon request.

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 4 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

All rates are subject to change upon notification.



City Council Agenda Bill

Meeting Date: 1/22/2019

Agenda Item: 5d

Subject: 2019 Legislative Priorities

Staff Contact: Emily Schuh

Approved for Submittal to Council by	
X	Laurie Gere, Mayor
	Steve Hoglund, Finance Director
	Darcy Swetnam, City Attorney
X	Emily Schuh, Admin Services Dir.

Action Type	
	Ordinance No.
	Code Revision?
X	Resolution No. 2029
	Contract
	Public Hearing
	Staff Report

Summary Statement: In coordination with the Association of WA Cities, Mayor Gere and staff have compiled a list of legislative priorities for City Council's discussion. Council's adoption of legislative priorities guide staff on how best to represent the City's efforts to influence, affect, or guide the passage of legislation in the Washington State Legislature. Council feedback has been incorporated following discussion at the January 7, 2019 and January 14, 2019 City Council meetings.

Background:

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

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action:

City Council provided feedback and suggestions on the proposed 2019 legislative priorities at the [January 7, 2019](#) and [January 14, 2019](#) City Council meetings. City Council adopted [Resolution 1980](#) on [January 17, 2017](#) adopting legislative priorities for the 2017 legislative session.

Competing Viewpoints Considered: N/A

Recommended Motion: I move to approve Resolution 2029 adopting the City's 2019 legislative priorities.

Alternative Actions: Do not adopt the priorities; revise the priorities; defer consideration

Attachments (listed in order presented): Resolution 2029; 2019 Legislative Priorities; 2019 AWC Legislative Priorities

RESOLUTION NO. 2029

**A RESOLUTION OF THE CITY OF ANACORTES, WASHINGTON REGARDING THE
ADOPTION OF THE CITY'S 2019 WASHINGTON STATE LEGISLATIVE PRIORITIES**

WHEREAS, the 2019 state legislative session will begin a 105 day session on January 14, 2019; and

WHEREAS, efforts of representation on behalf of the City of Anacortes to influence, affect or guide the passage of legislation in the Washington State legislature are enhanced by a comprehensive package of priorities that have been officially adopted by the City Council pursuant to this resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES that City Council adopts the attached City of Anacortes 2019 Washington State Legislative Priorities as the position of the City of Anacortes on the items stated therein.

ADOPTED by the City Council this ____ day of January 2019.

CITY OF ANACORTES:

By

Laurie M. Gere, Mayor

ATTEST:

Steven D. Hoglund, City Clerk

APPROVED AS TO FORM:

Darcy Swetnam, WSBA# 40530
City Attorney



CITY OF ANACORTES 2019 LEGISLATIVE PRIORITIES

Resolution 2029 adopted _____

Top Priorities for the City of Anacortes

Community Youth Recreation Center Anacortes youth emphatically asked for a place to call their own. A partnership between the City, the Anacortes School District, and the Anacortes Boys & Girls Club aims to provide them a safe place. A Community Youth Recreation Center will foster emotional and mental health wellbeing, encourage educational achievement, and support the youth of our community. Anacortes's goal is to create diverse, innovative, affordable, and age-appropriate opportunities; to offer a safe place to study and socialize; and to expose members to recreational, educational, and family support opportunities.

Municipal Broadband Anacortes has an aggressive plan for infrastructure and staff investment to provide fiber broadband services to residents and businesses throughout Anacortes in the next 4 years.

Trail Systems Anacortes continues to expand trail systems to connect our community, enhance access to waterfront areas, and provide non-motorized transportation options. The City seeks further state funding to complete these vital recreation and trail projects.

General Principles Anacortes supports legislation to:

- Revitalize and build infrastructure to support job creation, community health and safety, and improve quality of life
- Protect shared state revenue sources and provide other mechanisms to invest in infrastructure
- Enhance efforts to increase affordable housing and decrease homelessness
- Ensure that parents, children and youth have access to affordable infant and child care and early childhood education
- Improve availability and access to behavioral and mental health services
- Support Orca recovery and protect the Salish Sea by investing in spill response, prevention, and mitigation
- Expand the use of renewable energy and reduce our carbon footprint

City of Anacortes & Association of WA Cities Legislative Priorities:

- Support economic development tools to encourage job creation and economic growth. Assist small and rural cities to maintain, expand, and modernize local infrastructure that spurs local private sector investment. Anacortes' municipal fiber initiative is a critical economic development tool for our island community.
- Keep the Public Works Trust Fund (PWTF) in working order. The PWTF is a vital resource for low cost loans to fund critical infrastructure. In 2019 Anacortes needs to complete several projects including a combined sewer overflow facility which will help to improve water quality in the Salish Sea and support salmon and orca recovery.
- Invest in affordable housing including the ongoing capital budget investment in the Housing Trust Fund, a \$20 million per year local government revenue sharing proposal, and \$1.5 million per year for reinvestment of the sales tax from the construction of multifamily development. In 2018, Anacortes exempted low income housing facilities from paying impact fees. The \$160,000 reduction in fees shifted to the City and we seek assistance in offsetting these impacts to allow us to further support workforce housing options.
- Increase funding and capacity for the Criminal Justice Training Commission to ensure that newly-hired law enforcement officers have timely access to basic training. New police officers wait several months to attend the police academy delaying their ability to serve our community as commissioned officers.
- Improve a failing behavioral and mental health system. Reform and expand the delivery of both crisis intervention and preventive wellness services.

Strong cities make a great state. Cities house 65 percent of the state's residents, drive its economy, and provide the most accessible government. The continued success of cities depends on adequate resources and community-based decision-making to best meet the needs of our residents. Preserving local decision-making continues to be one of our core principles.



Support economic development tools to encourage job creation and economic growth

Washington's cities need additional economic development tools that assist in maintaining, expanding, and modernizing local infrastructure to help spur local private sector investment. By supporting value capture financing, the Legislature can partner with cities and towns to advance our shared goals of building a robust and diverse economy for communities around the state.



Keep the Public Works Trust Fund in working order

Cities support ongoing investment in the various infrastructure funding programs sponsored by the state. In particular, the Public Works Trust Fund (PWTF) is a crucial funding partner in our efforts to provide the necessary infrastructure for our communities. We seek full funding for the Public Works Board's \$217 million budget, funded from the current stream of loan repayments and the 2 percent of REET dedicated to the account. Additionally, we look to strengthen the program by ending REET fund diversions from the account now instead of waiting until 2023.



Invest in affordable housing

Communities around the state are facing a housing affordability crisis. Cities support an ongoing \$200 million capital budget investment in the Housing Trust Fund, a \$20 million per year local government revenue sharing proposal, and \$1.5 million per year for reinvestment of the sales tax from the construction of multifamily development. In addition, cities support proposals that remove barriers to affordable housing, including voluntary density and infill development solutions, opportunities for creating shared housing, and addressing condominium liability to expand housing choices.



Fund a systems approach to correct fish-blocking culverts

AWC and state agency partners are focused on developing and funding a comprehensive statewide approach to fix salmon-blocking culverts. In order to achieve meaningful salmon and orca recovery, cities need ongoing and significant funding to upgrade city culverts. This critical investment will support fish passage by maximizing collaboration with the state's legal obligation to upgrade its culverts, while also addressing other critical needs like stormwater and water quality. Cities support creating a permanent framework to fund systemwide corrections that begins with fully funding the Fish Barrier Removal Board this biennium, including capacity for a grant program in the second half of the biennium. An effective framework also includes a commitment to future investment.



Provide responsive funding for the Criminal Justice Training Commission (CJTC)

Cities need a responsive funding model for the CJTC to ensure that newly-hired law enforcement officers and corrections officers have timely access to basic training. Cities seek funding for at least 19 Basic Law Enforcement Academy (BLEA) classes per year and at least seven Corrections Officer Academy classes per year in order to meet our public safety needs.



Address a failing behavioral health system

Cities are experiencing the ramifications of an overwhelmed mental health and drug abuse response system. The state needs to make investments sufficient to improve access to these systems and their success across the state. Cities will work with the state to pursue enhancements and reforms to the behavioral health delivery systems including engaging with mental health transformation proposals, the *Trueblood* settlement, making permanent the mental health co-responder program, and supporting comprehensive opioid response legislation.

Contact:

Candice Bock

Director of Government Relations
candiceb@awcnet.org • 360.753.4137



City Council Agenda Bill

Meeting Date: 1/22/2019

Agenda Item: 6a

Subject: Continued Public Hearing on Ordinance 3031

Staff Contact: Darcy Swetnam

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

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

Summary Statement: On November 19, 2018, Council adopted Ordinance 3031, updating certain sections of Titles 16, 17, and 19 for low impact development. The Ordinance was adopted as an interim ordinance per RCW 36.70A.390, which allows the City to adopt interim zoning controls effective for up to six months, provided a public hearing is scheduled within sixty days of adoption. This public hearing is to meet the requirements of [RCW 36.70A.390](#).

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

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: City Council adopted [Ordinance 3031](#) on [November 19, 2018](#). Council opened an advertised public hearing on Ordinance 3031 at its [January 14, 2019](#) meeting. That public hearing was continued to January 22, 2019.

Competing Viewpoints Considered: N/A

Recommended Motion: N/A, no action at this time

Alternative Actions: N/A

Attachments (listed in order presented): Ordinance 3031

**City of Anacortes
Ordinance No. 3031**

An Interim Zoning Ordinance of the City of Anacortes, Washington, updating certain sections of Titles 16, 17, and 19 to further establish low impact development as the preferred method for controlling stormwater in the City of Anacortes.

Whereas the City of Anacortes is covered and subject to the Western Washington Phase II permit under the Clean Water Act National Pollutant Discharge Elimination System (NPDES) permit program; and

Whereas as a Phase II city, Anacortes is subject to the rules and requirements of the 2012 Stormwater Management Manual for Western Washington, as Amended in December 2014 (the 2014 SWMMWW); and

Whereas the City adopted Ordinance 2991 on November 28th, 2016, which amended certain sections of the Anacortes Municipal Code, and adopted new standards for stormwater management to establish low impact development as the preferred method for controlling stormwater in the City of Anacortes, with the intent of further incorporating low impact development requirements into the City's upcoming rewrite of its development regulations; and

Whereas the City is currently reviewing a draft rewrite of all City development regulations, with the draft currently at the City Planning Commission, and adoption anticipated by the end of the first quarter of 2019; and

Whereas RCW 35A.11.020 and RCW 35A.21.160 provide that the City has all the power of any class of cities; and

Whereas RCW 36.70A.390 allows the City to adopt interim zoning controls effective for up to six months, provided a public hearing is held within sixty days of adoption; and

Whereas the City now wishes to supplement current development regulations to further encourage Low Impact Development while the remaining public process is completed on the new development regulations;

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

Section 1. That certain sections of Titles 16, 17, and 19 are hereby amended as shown in Exhibit A; and

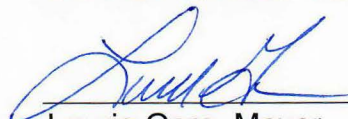
Section 2. This ordinance shall take effect five (5) days from and after its passage, approval and publication in the manner required by law.

Section 3. This ordinance shall be effective for six months from the date of adoption, and the provisions provided in Exhibit A shall expire on May 19, 2019.

Section 4. The City Council shall hold a public hearing within sixty days of adoption of this ordinance, no later than January 18, 2019.

PASSED and APPROVED this 19th day of November, 2018.

CITY OF ANACORTES:



Laurie Gere, Mayor

Attest:



Steve Hoglund, City Clerk-Treasurer

Approved as to Form:



Darcy Swetnam, City Attorney

EXHIBIT A

TITLE 16

16.04.030 Purposes.

Subsection (J) of Section 16.04.030 is hereby amended as follows:

J. To prevent the pollution of air, streams, and ponds; to utilize infiltration of stormwater into project site if feasible; to assure the adequacy of drainage facilities; to safeguard the water table; and to encourage the wise use and management of natural resources throughout the city in order to preserve the integrity, stability and beauty of the community and the value of the land;

16.04.080 Definitions.

The following definition is hereby added to section 16.04.080

“Low Impact Development” (LID) is a stormwater and land-use management strategy that strives to mimic the pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing the following techniques:

- Conservation
- Use of on-site natural features
- Site planning
- Distributed stormwater best management practices (BMPs) integrated into a project design

LID BMPs are distributed stormwater management practices, integrated into a project design that emphasize the pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation, and transpiration. Common LID BMPs include, but are not limited to: bio-retention, rain gardens, permeable pavements, roof downspout controls, dispersion, soil quality and depth, minimal excavation foundations, vegetated roofs, water re-use, and rainwater harvesting.

16.08.030 Application process.

A. All short plat applications shall be submitted to the administrator together with the application fee. The administrator shall tentatively approve, disapprove or return the short plat for modification within thirty days of the determination of complete application; however, if the application requires city council action this period may be extended for a further thirty days.

B. If the administrator finds that the proposed short plat is consistent with the comprehensive plan, SEPA requirements, and zoning requirements for the district, and that there is adequate provision for drainage and stormwater infiltration when feasible, sewage disposal, water supply and access for each lot, that requirements of this title are met, and the short plat would not landlock other parcels, he or she shall approve the application. (Ord. 2706 § 2 (part), 2005: Ord. 2315 § 1 (part), 1994)

16.08.050 Application requirements. Subsection A shall be amended to read as follows:

A new subsection (A)(10) shall be added to Section 16.08.050 as follows:

10. The results of a soil analysis of the project site to determine the feasibility of on-site stormwater infiltration.

16.10.050 Requirements for a binding site plan map.

Subsection (Q) of Section 16.10.050 shall be amended as follows:

Q. Other restriction and requirements as deemed necessary by the city subdivision administrator, including those contained in street circulation policies, street standards, stormwater ordinances, including low impact development requirements, geologic hazards and other city standards. (Ord. 2528 Att. B § 4 (part), 2000)

16.10.120 Standards for review of commercial binding site plan.

A new subsection (J) shall be added to Section 16.10.120 as follows:

J. Stormwater infiltration facilities shall be identified and protected with maintenance plan.

16.12.010 Requirements of preliminary plats.

Section 16.12.010 shall be amended as follows:

Any person desiring to subdivide land shall submit, together with the preliminary plat application fee required by the city fee ordinance, a preliminary plat application to the administrator which shall contain:

A. The original and at least fifteen copies of one or more accurately scaled and dimensioned maps of the proposed plat showing the following:

1. The name of the proposed plat;
2. True north point;
3. Horizontal scale acceptable to the city engineer for street and sewer profiles;
4. Names of subdivider(s) and drafter;
5. Legal description and accurate lines to scale showing the parcel to be subdivided, the block lines, and the lot lines;
6. Numbers assigned to each block and lot and dimensions of each lot and dimensions and square footage to each lot;
7. Existing monuments of record and monuments as required;
8. Location, width, and names of all existing and proposed streets or other public ways within or adjacent to the proposed development and other important features,

such as permanent buildings, water courses, wetlands, power lines, telephone lines, railroad lines, municipal boundaries, township lines, and section lines;

9. Location and pipe sizes, of all existing sewers, water mains, culverts, electrical conduits, telephone conduits and other underground installations within the tract and immediately adjacent thereto, all as shown on existing utility drawings;

10. Contours with intervals of five feet or less referenced to either the United States Coast and Geodetic Survey datum, the city of Anacortes datum or such other datum acceptable to the city engineer. Note on plat which one is used;

General information shall be provided relative to:

11. Location, names and tentative grades of streets;

12. Areas proposed to be dedicated or reserved for school, park, playground, open space or aesthetic uses;

13. Locations and tentative sizes of proposed water distribution system, proposed sanitary sewer system and proposed storm drain system;

14. A general tree clearing plan indicating site vegetation to be removed;

15. Plantings required for buffering, screening, or soil erosion protection;

16. A landscaping plan (See Section [16.20.110](#), Landscaping);

17. A large, or small, parcel stormwater plan prepared pursuant to SWMMWW Vol.1 Minimum Technical Requirements December 2014 Chapter 3 – Preparation of Stormwater Site Plans, or comparable requirements in a later SWMMWW as amended by the Washington Department of Ecology.

B. The preliminary plat sheet shall include:

1. Vicinity sketch at the scale of fifty feet or less to the inch which shall show all adjacent subdivisions, streets, tract lines of acreage parcels, with the names of owners or record of such parcels. It shall show how the streets and alleys in the proposed subdivisions may connect with existing and proposed streets and alleys in neighboring subdivisions or unplatted property to produce the most advantageous development of the entire neighborhood;

2. County assessor's or county engineer's map showing the parcel numbers and current assessed owners of the land included in the preliminary plat and of all parcels of land within three hundred feet thereof;
3. Names and addresses of the fee simple owners of all land within three hundred feet of the perimeter of the preliminary plat;
4. Names, addresses and telephone numbers of the contact persons for the preliminary plat and their interest in the land included in the preliminary plat;
5. Title report showing all persons having an interest in the land included in the plat and in the land over which any easements are proposed to serve the plat;
6. A copy of the proposed private restrictions and covenants to be included in the deeds to the lots;
7. A copy of the environment checklist, impact statement or other documents prepared pursuant to the city SEPA ordinance. If an EIS is required the final EIS shall be distributed at least fifteen days prior to any hearing on the proposal;
8. Such other information as the administrator deems necessary for an adequate review of the public use and interest to be served by the plat;
9. Section, township and range (STR);
10. Tax lot numbers;
11. Scale of drawing;
12. Date of drawing;
13. Previous subdivision lots, blocks, streets and easements shown as dotted lines;
14. Proposed lot lines shown as solid lines;
15. Legal description(s) of existing lot(s) shown. Locate and show all encroachments along property boundaries;
16. Location of all existing structures shown on lots and distance to proposed lot lines;

17. Location of all existing easements shown with recording number;
18. Proposed easements;
19. Topography of the land indicated by two-foot contours for slopes less than twenty percent and five-foot contours for slopes greater than twenty percent. Indicate sixty percent breakline on and within fifty feet of the site;
20. Parcels of land intended to be dedicated to the city (detention ponds, open space, pedestrian pathways, water quality treatment facilities, parks etc.);
21. Name, address and phone number of developer and each property owner;
22. Name, address and phone number of professional land surveyor;
23. Professional land surveyor seal and signature;
24. Proposed use and ownership of any non-building tracts.

C. Supplemental application materials:

1. A narrative discussion, prepared by a professional engineer, describing how the proposed project meets the intent of the city's drainage ordinance, including the results of wet and dry season soil analysis, and consideration of infiltration of stormwater on site.
2. A preliminary grading plan showing cuts and fills for public improvements and private development. The grading plan shall be coordinated with the tree clearing plan, landscape and buffering requirements and sensitive area protection;
3. A reconnaissance level geotechnical evaluation of the site with a report characterizing the site and indicating suitability of limitations to development. A full scale geotechnical report identifying detailed design and construction requirements shall be provided upon preliminary approval to aid the engineering review and approval of the development. The reports shall be prepared by a professional engineer. (Ord. 2702 § 3 (part), 2005; Ord. 2592 § 15, 2002; Ord. 2557 (part), 2001; Ord. 2315 § 1 (part), 1994)

16.12.020 Approval criteria.

Subsection (3) of Section 16.12.020 shall be amended as follows:

3. Makes appropriate provisions for:
 - a. Open spaces and landscaping,
 - b. Stormwater infiltration, retention, detention, and control consistent with LID BMPs when feasible,
 - c. Streets, alleys, sidewalks and other public ways,
 - d. Water supplies,
 - e. Sewage disposal,
 - f. Parks and playgrounds,
 - g. Sites for schools and school grounds,
 - h. Other utilities;

16.16.020 Requirements of final plan applications.

A new subsection (B)(11) shall be added to Section 16.16.020 as follows:

11. Completed Stormwater Site Plan, including Stormwater Maintenance Plan for all stormwater elements of the plat.

16.20.060 Streets and roads.

Subsections (A) and (B) of Section 16.20.060 shall be amended to read as follows:

A. All roadway improvements, including pavement, curbs, sidewalks, and drainage, shall be constructed in accordance with these regulations and such other standard construction specifications as may be adopted by the city.

B. The arrangement, type, extent, width, grade, and location of all streets shall be considered in their relation to existing and planned streets, to topographical conditions, to LID design requirements and LID infiltration BMPs, to public convenience and safety, and to the proposed uses of the land to be served by them.

C. *General Street and Road Standards.*

. . . .

14. All roadway and sidewalk improvements shall comply with LID designs found in the engineering standards.

16.20.070 Grading and drainage.

Subsection (A) of Section 16.20.070 shall be amended to read as follows:

A. The subdivider shall provide a complete grading and drainage plan with accurate dimensions, courses and elevations, showing the proposed grades of streets and drainage improvements. Calculations of pre-development and post-development runoff volumes shall be provided. Soils analyses conducted during wet and dry seasons shall be used to determine the feasibility of street ROWs to utilize LID BMPs for stormwater infiltration.

16.20.110 Landscaping.

Subsection (A) of Section 16.20.110 shall be amended as follows:

A. Each and every new plat shall set aside twenty percent of the gross site area for landscaping under the terms and conditions set forth in Chapter [17.41](#) of the zoning code except that the exclusion for single-family homes in Section [17.41.020\(G\)](#) shall not apply. Landscaped areas shall incorporate LID BMPs for stormwater infiltration if feasible.

16.30.030 Underlying zoning and density.

Manufactured home subdivisions shall conform to the underlying zoning and density, provided in no instance shall the minimum lot size for the subdivision be reduced below five thousand square feet. (Ord. 2756 Att. A (part), 2006)

16.30.040 Standards.

Subsection (A) of Section 16.30.040 is hereby amended as follows:

- A. The developer shall utilize the subdivision regulations.

16.32.010 Minimum street standards.

Section 16.32.010 shall be amended to read as follows:

- A. Functional Classification. The Transportation Element of the Anacortes Comprehensive Plan designates public right-of-way and streets based on their functional classification and must be consulted to determine which standards in this chapter apply.
- B. Unclassified and new streets. Classification of new streets or existing streets not already identified or classified on the Roadway Functional Classification map, for the purpose of determining the appropriate design of a roadway or development, must be done by the public works director.
- C. Conflicts. Any conflicts or ambiguity that arises about the right-of-way or street improvement standards shall be resolved by the public works director based on consideration of public health and safety and facilitating implementation of low impact development preference.

Existing Table 16.32.010 is replaced with the following new table:

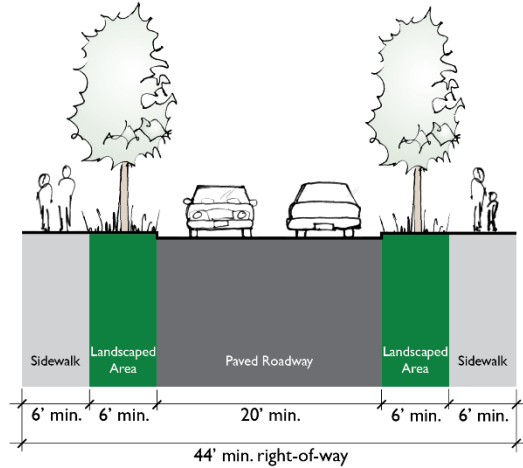
Table 16.32.010

Street design standards.

Right-of-way descriptions, standards, and rules of interpretation are in Subsection (C) below.

(A) Low-volume local

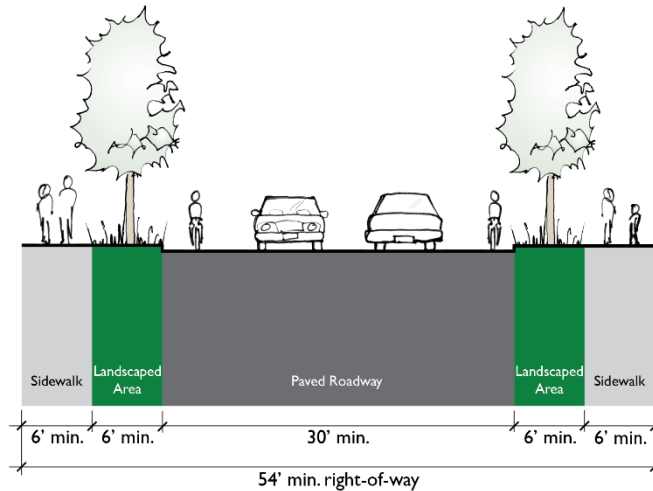
(B) Right-of-way	44 ft. minimum
(C) Landscaped area	6 ft. minimum on each side
(D) Pavement width	20 ft. except where parking lane(s) are included
(E) Grade	12% maximum
(F) Sidewalks	6 ft. minimum
(G) Bike lanes	NA



Note: All residential subdivisions must accommodate provisions for guest parking and applicable service deliveries and activities typical to the size, type, and density of the proposed development. Guest parking may be accommodated by integrating on-street parking lanes and/or pockets, off-street parking areas, or other methods to the satisfaction of the public works director.

(A) Minor arterial, collectors, or high volume local

(B) Right-of-way	54 ft. minimum
(C) Landscaped area	6 ft. minimum on each side
(D) Pavement width	30 ft. except where parking lane(s) are included
(E) Grade	12% maximum
(F) Sidewalks	6 ft. minimum
(G) Bike lanes	Yes



Note: On-street parking lanes may be integrated or required along key street segments to support adjacent land uses (including service access and delivery) based on the existing and planned context of the area.

Table 16.32.010

Street design standards.

Right-of-way descriptions, standards, and rules of interpretation are in Subsection (C) below.

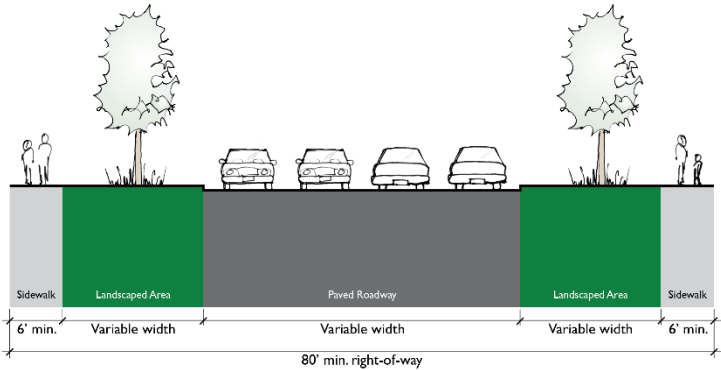
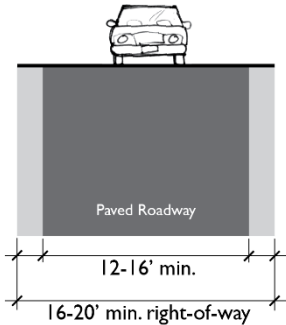
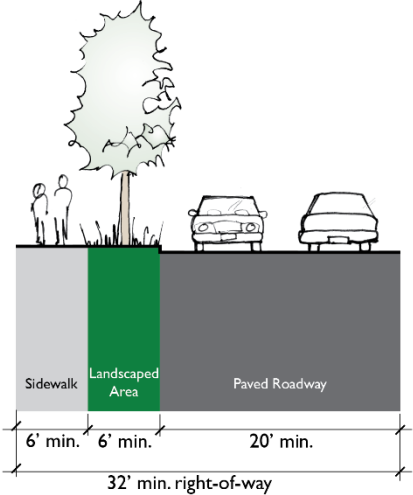
(A) Principal arterial			
(B) Right-of-way	80ft. minimum		
(C) Landscaped area	Varies per block		
(D) Pavement width	Varies		
(E) Grade	12% maximum		
(F) Sidewalks	6 ft. minimum		
(G) Bike lanes	Yes		
(A) Alley			
(B) Right-of-way	16-20 ft.		
(C) Landscaped area	No		
(D) Pavement width	12-16 ft.		
(E) Grade	12%		
(F) Sidewalks	No		
(G) Bike lanes	No		
(A) Lane			
(B) Right-of-way	32 ft.		
(C) Landscaped area	6 ft. minimum one side		
(D) Pavement width	20 ft.		
(E) Grade	12%		
(F) Sidewalks	6 ft. minimum (one side)		

Table 16.32.010		
Street design standards.		
Right-of-way descriptions, standards, and rules of interpretation are in Subsection (C) below.		
(G) Bike lanes	No	
For rules of interpretation, see subsection (C) above.		

16.50.010 Purpose.

A new subsection (G) is hereby added to Section 16.50.010:
G. Native species shall be preferred for Anacortes tree stock.

TITLE 17

17.05.030 Concurrency facilities and services.

Subsection (C) of Section 17.05.030 is hereby amended as follows:

C. All development approvals shall include a finding as to the application of this chapter, and those approvals for which concurrency improvements are required under this chapter shall be expressly conditioned thereon. If a proposed development would cause the level of service to decline below adopted level of service standards for an affected facility, the proposed development may nonetheless be approved if the zoning administrator finds that an improvement will be completed that will result in meeting adopted level of service standards of all affected concurrency facilities at the time of development, or that a financial commitment is in place to complete the improvement or implement the strategy within six years. This conditional approval shall not apply to stormwater and sanitary sewer systems.

17.16.100 Off-street parking and landscaping requirements.

Section 17.16.100 shall be amended as follows:

Off street parking shall be provided in the industrial district with a minimum of one parking space for each two employees on the largest shift and in accordance with the specifications in Chapter [17.46](#). Floor area calculations may be affected by parking requirements. Landscaping in and abutting parking lots shall be designed to infiltrate stormwater if feasible. (Ord. 2794 § 1 (Att. A), 2008; Ord. 2528 Att. A § 3, 2000: Ord. 2521 Att. A § 3 (part), 2000: Ord. 2353 § 1 (part), 1995: Ord. 2316 (part), 1994)

17.16.110 Basic design standards.

Subsections (D) and (G) of Section 17.16.110 are hereby amended as follows:

D. *Vegetation.* Any vegetation shall be low-water-usage plants or native vegetation. If the lot area exceeds ten thousand square feet, an in-ground irrigation system shall be installed in all landscaped areas. All vegetation shall be maintained in a healthy condition, free of weeds and trash, and damaged or unhealthy plants shall be promptly replaced. A landscaping plan shall be approved by the planning commission. Maintenance of soils and vegetation for stormwater infiltration shall be included in the landscaping plan.

G. *Building Standards.* In order to make large new buildings compatible with the scale of existing city development, and create a pedestrian-friendly environment, the apparent size of buildings and parking areas shall be broken down to relate to human scale by the following means:

If a building facade exceeds fifty feet in length, and is within twenty feet of an esplanade, trail, sidewalk, plaza, courtyard, or similar pedestrian area, it shall be broken down into smaller elements by jogging the wall in or out a minimum of four feet for at least ten feet of length, or by adding an element such as a porch, recessed entry, bay window, projecting trellis, or similar substantial architectural feature at least four feet deep by ten feet wide by one story high, at intervals so that no continuous wall plane is more than fifty feet in length.

If a building exceeds thirty feet in height, its apparent height shall be modulated wherever it is within ten feet of an esplanade, trail, sidewalk, plaza, courtyard, or similar pedestrian area, by adding shorter (twenty feet or less) building elements such as a wing of the building, arcade, trellis, lower roof overhang, horizontal projection at least two feet deep, awning, balcony, or other architectural feature to reduce the apparent height to a more human scale.

If a building wall is within twenty feet of a sidewalk, plaza, courtyard, or similar pedestrian area, it shall incorporate human-scale elements such as windows, arcades, lower roof overhangs, small-scale textural and color changes, moldings, balconies, projecting and recessed elements, doorways, landscaped areas, trellises, artwork, and/or other small-scale architectural features so that people will not be walking past large blank wall surfaces.

Primary building entrances shall be clearly visible from streets, pedestrian ways, and parking areas, with recessed or covered entrance areas to protect people from the rain. Projects shall be designed to facilitate pedestrian access, with pedestrian walkways connecting building entrances to adjacent public ways in locations which provide access to pedestrian street crossings.

Service and loading areas shall be located away from the primary parking and pedestrian areas to minimize conflicts. Dumpsters, loading platforms, storage areas, and similar functions shall be screened from direct view from pedestrian areas by attractive view-obstructing fencing or dense landscaping.

Parking lots in this zone shall provide landscaped areas distributed throughout the parking areas, totaling not less than five percent of the parking lot area, in addition to the perimeter landscaping required by subsection [17.46.080](#)(A). In order to limit impervious surface and avoid excessively large parking areas, parking lots in the industrial zone shall not exceed the minimum number of spaces required for each use under Chapter [17.46](#) by more than ten percent. Landscaping in and abutting parking lots shall be designed to infiltrate stormwater if feasible.

17.17.100 Off-street parking and landscaping requirements.

Section 17.17.100 is hereby amended as follows:

Off-street parking shall be provided in the manufacturing and shipping district with a minimum of one parking space for each one and one-half employees on the largest shift, and in accordance with specifications in Chapter [17.46](#), Parking. (Ord. 2794 § 1 (Att. A), 2008; Ord. 2521 Att. A § 3 (part), 2000)

Landscaping shall include LID infiltration BMPs if feasible.

17.21.110 Basic design standards.

Subsection (G) of Section 17.21.110 is hereby amended as follows:

G. *Building Standards.* In order to make large new buildings compatible with the scale of existing city development, and create a pedestrian-friendly environment, the apparent size of buildings and parking areas shall be broken down to relate to human scale by the following means:

If a building facade exceeds fifty feet in length, and is within twenty feet of an esplanade, trail, sidewalk, plaza, courtyard, or similar pedestrian area, it shall be broken down into smaller elements by jogging the wall in or out a minimum of four feet for at least ten feet of length, or by adding an element such as a porch, recessed entry, bay window, projecting trellis, or similar substantial architectural feature at least four feet deep by ten feet wide by one story high, at intervals so that no continuous wall plane is more than fifty feet in length.

If a building exceeds thirty feet in height, its apparent height shall be modulated wherever it is within ten feet of a sidewalk, plaza, courtyard, or similar pedestrian area, by adding shorter (twenty feet or less) building elements such as a wing of the building, arcade, trellis, lower roof overhang, horizontal projection at least two feet deep, awning, balcony, or other architectural feature to reduce the apparent height to a more human scale.

If a building wall is within twenty feet of a sidewalk, esplanade, trail, plaza, courtyard, or similar pedestrian area, it shall incorporate human-scale elements such as windows, arcades, lower roof overhangs, small-scale textural and color changes, moldings, balconies, projecting and recessed elements, doorways, landscaped areas, trellises, artwork, and/or other small-scale architectural features so that people will not be walking past large blank wall surfaces.

Primary building entrances shall be clearly visible from streets, pedestrian ways, and parking areas, with recessed or covered entrance areas to protect people from the rain. Projects shall be designed to facilitate pedestrian access, with pedestrian walkways connecting building entrances to adjacent public ways in locations which provide access to pedestrian street crossings.

Service and loading areas shall be located away from the primary parking and pedestrian areas to minimize conflicts. Dumpsters, loading platforms, storage areas, and similar functions shall be screened from direct view from pedestrian areas by attractive view-obstructing fencing or dense landscaping.

Parking lots in this zone shall provide landscaped areas distributed throughout the parking areas, totaling not less than five percent of the parking lot area, in addition to the perimeter landscaping required by subsection [17.46.080](#)(A). In order to limit impervious surface and avoid excessively large parking areas, parking lots in this zone shall not exceed the minimum number of spaces required for each use under Chapter [17.46](#) by more than ten percent. Parking lot design shall include LID infiltration BMPs if feasible.

17.41.010 Purpose and intent.

A new subsection (F) shall be added to Section 17.41.010 as follows:

F. Reduce erosion and stormwater runoff, and infiltrate stormwater using low impact designs.

17.41.020 General site landscaping.

A new subsection (N) shall be added to Section 17.41.020 as follows:

N. Suitable soil media shall be used and maintained consistent with LID infiltration BMPs if feasible.

17.46.010 General requirements.

A new subsection (L) shall be added to Section 17.46.010 as follows:

L. Parking and building dimension ratios shall be used to reduce impermeable surfaces and increase stormwater infiltration if feasible.

17.46.020 Spaces required.

The minimum number of off-street parking shall be determined in accordance with the following table while incorporating LID BMPs when feasible. One bicycle rack space shall be provided for every five parking spaces.

Use	Parking Spaces Required
Auditorium/assembly room/exhibition hall/theater/commercial recreation	1:4 fixed seats or 10:1,000 net square feet (nsf*) if no fixed seats

Use	Parking Spaces Required
Boat moorage, public or semi-public	1:2 docking slips
Boat storage	1:3 storage spaces
Funeral home/mortuary/religious inst.	1:5 seats
Hospital/in-patient treatment, outpatient surgical facility	1:patient bed
Hotel/motel	1:guest room
Manufacturing/assembly	1.5:1,000 nsf
Adult concessions:	
Adult entertainment	1:3 seats plus 1 space for every 2 employees on largest shift, or 1:100 nsf whichever is greater
Adult panorama theater or arcade	1:2 panorama device, or 1:300 nsf, whichever is greater
Adult retail	5:1,000 nsf
Office	4:1,000 nsf
Personal services:	
Without fixed stations	3:1,000 nsf
With fixed stations	1.5:station
Residential:	

Use	Parking Spaces Required
Single-family detached	2:unit
Multiple-unit structure:	
One-bedroom or studio unit	1.2:unit
Two-bedroom unit	1.6:unit
Three or more bedroom unit	1.8:unit
Restaurant	14:1,000 nsf
Retail/mixed retail/shopping center uses:	
Less than 15,000 nsf	5:1,000 nsf
More than 15,000 nsf	4:1,000 nsf
Senior housing:	
Nursing home	0.33:bed
Congregate care senior housing	0.5:unit
Senior citizen dwelling	0.8:unit
Rooming/board	1:rented room
Wholesale, warehouse	1.5:1,000 nsf

* **Net square feet (nsf)** The total number of square feet within the inside finished wall surface of the outer building walls of a structure, excluding major vertical penetrations of the floor (elevator and other mechanical shafts, stair wells), mechanical equipment, parking areas, common restrooms, common lobbies, and common hallways. Storage area is included in the net square feet calculation unless the property owner demonstrates that it cannot be converted to habitable space.

When a use is established which does not use a building, or which uses a very small building in relation to the number of vehicles reasonably expected, or has other unique parking requirements, the planning commission shall establish the number of spaces required to accommodate the reasonably expected parking demand generated by the

use, with the decision appealable to the city council. Examples of such uses include, but are not limited to, passenger ferry service, boat tours, bicycle tours, car or truck rental, taxi service, boat transport services, cruise boat moorage, park-and-ride lot. (Ord. 2992 § 1 (Att. A), 2016; Ord. 2902 § 7, 2013; Ord. 2794 § 1 (Att. A), 2008)

17.46.040 Off-street parking lot layout for commercial and multifamily areas, construction, and maintenance.

Subsection (D) of Section 17.46.040 shall be amended as follows:

D. *Construction.* All required off-street parking area shall be graded and surfaced to a standard comparable to the street which serves the parking area as determined by the city engineer and shall be developed and completed to the required standards before an occupancy permit for the building is issued. All traffic control devices such as parking strips, designated car stalls, directional arrow or signs, bull rails, curbs, and other developments shall be installed and completed as shown on the approved plans. Hard surfaced parking areas shall use paint or similar devices to delineate car stalls and direction of traffic. Where pedestrian walks are used in parking lots for the use of foot traffic only, they shall be curbed, or raised six inches above the lot surface. Pervious pavement should be used if feasible.

17.46.060 Off-street parking; landscaping plans and documents required; performance assurance.

Subsection (B) of Section 17.46.060 shall be amended as follows:

B. *Landscape Development Plan.* Landscape development plans shall indicate all areas to be preserved and planted including proposed fencing and landscape features. The landscaping plan shall also show locations of individual trees and shrubs; and name, size, spacing and quantity of the plant materials. No permit requiring off-street parking shall be issued without the administrator's approval of landscape development plans. Landscape plans shall include maintenance plans for LID infiltration BMPs on site.

17.46.070 Landscape development—Requirements.

A new subsection (E) shall be added to section 17.46.070 as follows:

E. Landscaping shall incorporate LID BMPs when feasible.

17.70.020 Statutory authorization, findings of fact, purpose, and objectives.

A. *Statutory Authorization.* The legislature of the state of Washington has delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the city council of Anacortes, does ordain as follows:

1. *Findings of Fact.*

a. The flood hazard areas of Anacortes are subject to periodic inundation which results in loss of life and property, health, and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

b. These flood losses are caused by the cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities, and when inadequately anchored, damage uses in other areas. Uses that are inadequately flood proofed, elevated, or otherwise protected from flood damage also contribute to the flood loss.

2. *Statement of Purpose.* It is the purpose of this chapter to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed:

a. To protect human life and health;

b. To minimize expenditure of public money and costly flood control projects;

c. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

d. To minimize prolonged business interruptions;

- e. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets, and bridges located in areas of special flood hazard;
- f. To help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas;
- g. To ensure that potential buyers are notified that property is in an area of special flood hazard; and
- h. To ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.
- i. To incorporate LID BMPs if feasible.

17.70.080 Aquifer recharge areas.

A. *Intent.* This section establishes areas determined to be critical in maintaining both groundwater quantity and quality. This section specifies regulatory requirements to be enacted when development within these areas is proposed to occur and provides a methodology by which the city will determine the level of review and any mitigations required. The intent of this section is to:

1. Define minimum regulatory requirements to protect groundwater quality and quantity for existing and future use;
2. Identify the practices, alternatives, or mitigations that can minimize the adverse impacts of proposed projects; and
3. Ensure adequate design, construction, management, and operations to protect groundwater quality and quantity.
4. To incorporate LID BMPs if feasible.

17.70.340 Performance standards—General requirements.

Subsection 17.70.340(F)(7)(c) is hereby amended as follows:

c. *Stormwater Management Facilities.* Stormwater management outfall facilities, including LID improvements, are allowed in accordance with an approved critical areas report with no net loss of function to the wetland and wetland buffer. However, stormwater facilities beyond those necessary to ensure continued predevelopment stormwater flows to wetlands may only be permitted through the conditional use process.

TITLE 19

19.76.040 Stormwater management manual

Subsection G is hereby amended to read as follows:

G. Exceptions/Variations

1. The director may grant an adjustment to the application of the stormwater management manual and its minimum requirements prior to permit approval and construction consistent with the criteria in the city's NPDES Permit Appendix 1 Section 5, Adjustments.
2. The director may grant an exception/variance from this chapter or the application of the stormwater management manual and its minimum requirements prior to permit approval and construction when consistent with the criteria in the city's NPDES Permit Appendix 1 Section 6, Exceptions and Variations.
3. The director shall keep records, including the written findings of fact, of all local exceptions to the Minimum Requirements.
4. Exceptions/variances (exceptions) to the Minimum Requirements may be granted by the city following legal public notice of an application for an exception or variance, legal public notice of the city's decision on the application, and written findings of fact that documents the city's determination to grant an exception. Project-specific design exceptions based on site-specific conditions do not require prior approval of Ecology. The city must seek prior approval by Ecology for any jurisdiction-wide exception.

5. A request for an adjustment or exception must meet the criteria in the city's NPDES Permit (Appendix 1) and be submitted on a form provided by the department. The city may grant an exception to the minimum requirements if such application imposes a severe and unexpected economic hardship. To determine whether the application imposes a severe and unexpected economic hardship on the project applicant, the director must consider and document with written findings of fact the following:
 - a. The current (pre-project) use of the site, and
 - b. How the application of the minimum requirement(s) restricts the proposed use of the site compared to the restrictions that existed prior to the adoption of the minimum requirements; and
 - c. The possible remaining uses of the site if the exception were not granted; and
 - d. The uses of the site that would have been allowed prior to the adoption of the minimum requirements; and
 - e. A comparison of the estimated amount and percentage of value loss as a result of the minimum requirements versus the estimated amount and percentage of value loss as a result of requirements that existed prior to adoption of the minimum requirements; and
 - f. The feasibility for the owner to alter the project to apply the minimum requirements.

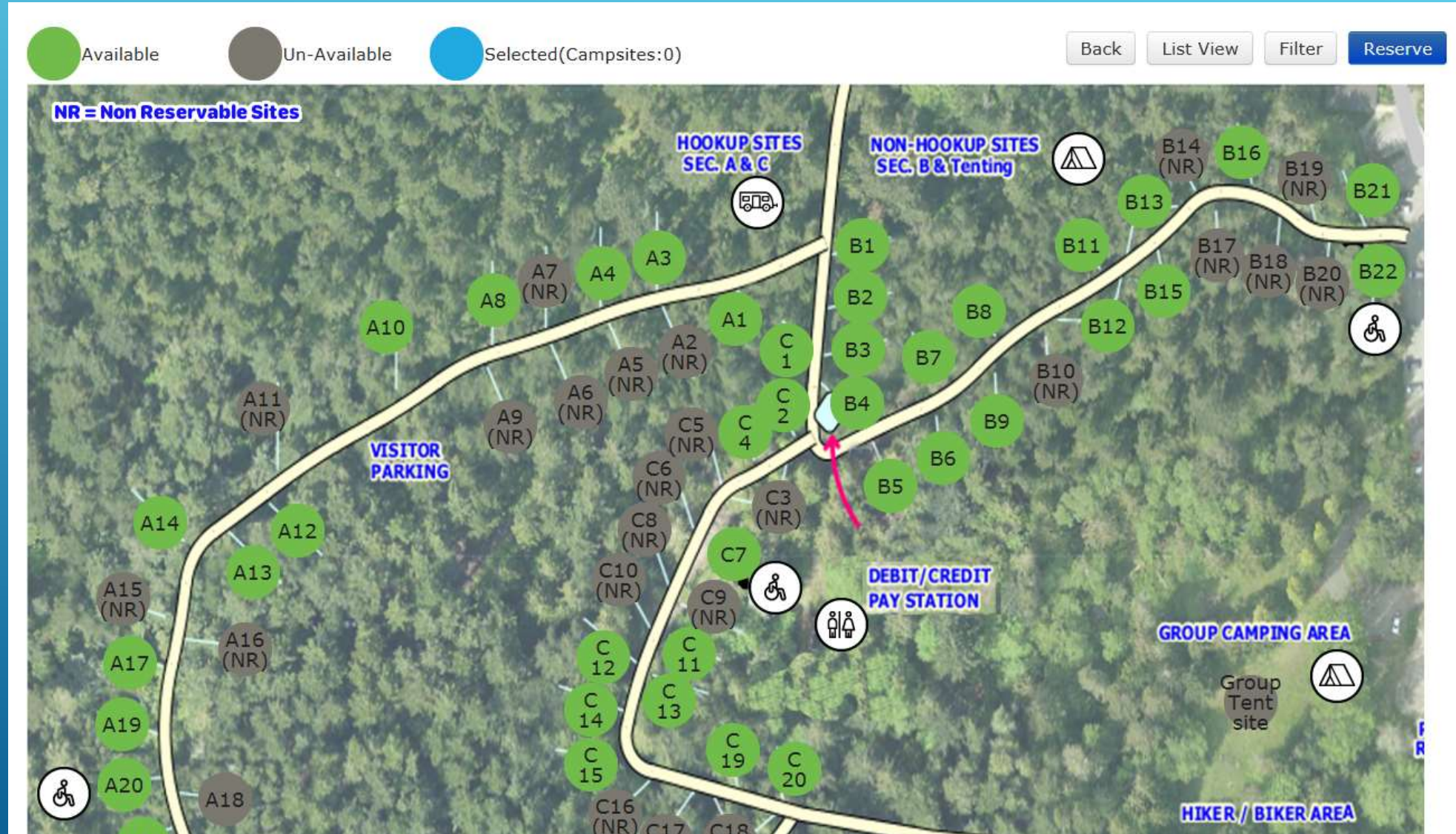
In addition any exception must meet the following criteria:

- g. The exception will not increase risk to the public health and welfare, nor be injurious to other properties in the vicinity and/or downstream, and to the quality of waters of the state; and
- h. The exception is the least possible exception that could be granted to comply with the intent of the Minimum Requirements.

ANACORTES PARKS AND RECREATION UPDATE

Several thin, white, parallel lines of varying lengths and slight curves are positioned in the lower right quadrant of the image, extending from the bottom right towards the center.

Washington Park Campground Reservation Improvements



Campers can click on a site and get specific information before making a reservation.

Campsite Info

Name: A10

Description: campsite with water & electric hookups

Welcome: **Site is 49' x 14' Utilities are on driver's side when backed into site. Most "private" site in campground**

Facilities: Power:Yes; Water:Yes; Sewer:No; Table:Yes; Fire Pit:Yes; Length:49;

The site is available for your search criteria (Check in at 02/02/2019,Check out at 02/09/2019),you can click the button to select them. [Select](#)

Images:



Ok

Out of nearly 850 camping nights reserved the first two weeks we offered this new registration system.

We had one question.

Several thin, parallel white lines of varying lengths and orientations are positioned in the bottom right corner of the slide, creating a modern, abstract graphic element.

Washington Park Boat Launch Float Replacement



Anacortes Parks and Recreation &
Anacortes Community Forest Lands
Comprehensive Plan Updates.

Scheduled to go before the
Planning Commission on
March 27.



Pickett Pocket Park

Cemetery Expansion Project

Marguerite and Don Daniels Field Turf
Replacement

A series of three parallel white diagonal lines extending from the bottom right corner towards the center of the slide.

Questions?





Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning January 28, 2019

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

January 28, 2019

- Contract Award: 2019 Waterline Replacement Project 19-001-WTR-001
- Ordinance 3036: Municipal Code Chapter 1.30, Contracting (Discussion/Possible Action)
- Resolution 2030: Purchasing Policy (Discussion/Possible Action)

February 4, 2019

- Ordinance 3035: Safety Suggestion Incentive Program for Employees (Discussion/Possible Action)

February 11, 2019

- Planning Commission Recommendation: Development Regulations and Zoning Map Amendments (Discussion)
- Ordinance 3030: Fire Impact Fees (Discussion/Possible Action)

February 19, 2019

- Planning Commission Recommendation: Development Regulations and Zoning Map Amendments (Discussion)

February 25, 2019

- Contract Award: Emergency Management Services 19-015-IDS-001
- Planning Commission Recommendation: Development Regulations and Zoning Map Amendments (Discussion)

March 4, 2019

March 11, 2019

March 18, 2019

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Tuesday, Jan 22, 2019, 5:00 PM, CANCELLED
- Finance, Wednesday, Jan 23, 2019, 5:00 PM, Main Conference Room, City Hall
- Planning, Monday, Jan 28, 2019, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Feb 4, 2019, 5:00 PM, Main Conference Room, City Hall
- Port/City Liaison, Tuesday, Feb 5, 2019, 8:30 AM, City Hall
- Public Safety, Tuesday, Feb 5, 2019, 10:00 AM, Mayor's Office, City Hall
- Skagit County Population Health Trust, Thursday, Feb 7, 2019, 8:30 AM, Mount Vernon
- Housing Affordability & Community Services, Thursday, Feb 7, 2019, 1:30 PM, City Hall
- Planning, Monday, Feb 11, 2019, 5:00 PM, Main Conference Room, City Hall
