

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



**Anacortes City Council
NOTICE OF SPECIAL MEETING**

**May 13, 2019
5:00 p.m.**

**Municipal Building Council Chambers
904 6th Street**

NOTICE IS HEREBY GIVEN that the regular Anacortes City Council meeting of May 13, 2019 will begin at 5:00 p.m.

The Planning Committee meeting scheduled for 5:00 p.m. on May 13, 2019 has been cancelled.

Published: May 8, 2019

**Distribution: City Council
Media**



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

May 13, 2019

Special Start Time
5:00 p.m.

PRELIMINARY AGENDA

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Port/City Liaison Committee
 - b. Skagit County Law & Justice Council
4. **Public Comment**
5. **Consent Agenda (Action)**
 - a. Minutes of May 6, 2019
 - b. Approval of Claims in the amount of: \$1,071,959.95
 - c. Contract Award: Fire Station 3 Upgrades (18-156-FIR-003)
 - d. Contract Award: Library RFID Equipment (19-075-LIB-001)
 - e. Contract Modification: Pilot-Scale & Full-Scale Testing for WTP Filters Re-Rating Assistance (17-110-WTR-001)
 - f. Resolution 2041: Rejection of all Bids for Senior Center Metal Roof Installation (19-066-FAC-001)
 - g. Contract Award: Haddon Road Waterline Project (19-091-WTR-001)
6. **Other Business**
 - a. Contract Award: Library Main Floor Carpet Design & Installation 19-073-FAC-001 (Discussion/Possible Action)
 - b. Public Informational Meeting: Resolution 2043: Amending the Water System Plan (Discussion/Possible Action)
 - c. Public Hearing: Ordinance 3041: Providing for the Acquisition of Property for the Improvement of the Water Utility (Discussion/Possible Action)
 - d. Closed Record Decision Hearing: Randy Click & Donna Jung Conditional Use Permit CUP-2018-0003 to permit conversion of 3 short term rentals to single-family residences along with allowing construction of a single-family residence on the vacant lot (Discussion/Possible Action)
 - e. Planning Commission Recommendation: Development Regulations and Zoning Map Amendments - Division 5 (Discussion)
7. **Adjournment**

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

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



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning May 20, 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.

May 20, 2019

Special Meeting: Special Start Time: 5:00 p.m.

- Resolution 2042: Lodging Tax Application - Heart of Anacortes 2019 Music Event
- Finance Update (Discussion)
- Ordinance 3042: Amending the 2019/2020 Biennial Budget (Discussion/Possible Action)
- Ordinance 3044: Amending 2019 - 2024 Capital Facilities Plan (Discussion/Possible Action)
- Municipal Broadband Fiber: Residential and Business Pricing (Discussion)
- Planning Commission Recommendation: Development Regulations and Zoning Map Amendments (Discussion)

May 28, 2019

June 3, 2019

- Contract Award: 2019 Asphalt Overlay - Utility and Pedestrian Improvements Project #19-004-TRN-002 (Consent)

June 10, 2019

- Closed Record Decision Hearing, Swinomish Indian Tribal Community Conditional Use Permit & SEPA environmental review to permit an addition/ expansion to an existing and permitted opioid treatment facility/clinic located on the subject property. The expansion includes adding an approximate 21,019 square foot 3-story addition to the north side of the existing treatment facility, an approximate 260 square foot one-story open air bus shelter, and a new approximate 50-space parking area

June 17, 2019

June 24, 2019

July 1, 2019

July 8, 2019

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Planning - CANCELLED, Monday, May 13, 2019, 12:00 AM, Main Conference Room, City Hall
- Parks & Recreation, Thursday, May 16, 2019, 6:00 PM, Main Conference Room, City Hall
- Public Works - CANCELLED, Monday, May 20, 2019, 12:00 AM, Main Conference Room, City Hall
- Finance, Wednesday, May 22, 2019, 5:00 PM, Main Conference Room, City Hall
- Planning, Tuesday, May 28, 2019, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Jun 3, 2019, 5:00 PM, Main Conference Room, City Hall

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



Anacortes City Council

**Municipal Building Council Chambers
904 Sixth Street**

**May 13, 2019
5:00 p.m.**

PUBLIC COMMENT SIGN IN SHEET

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. These rules are intended to promote an orderly system of holding a public hearing or meeting, to give every person who wishes to speak an opportunity to be heard, and to ensure that no individual is embarrassed by exercising his or her right to free speech.

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

Name	Topic
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Continue on back of sheet as needed

City Council Minutes – May 6, 2019

Mayor Laurie Gere called to order the Anacortes City Council meeting of May 6, 2019 at the advertised special time of 5:00 p.m. Councilmembers Eric Johnson, Anthony Young, Brad Adams, Carolyn Moulton, and Matt Miller were present. Councilmember Bruce McDougall participated in the meeting by telephone. Councilmember Ryan Walters was absent.

The assembly joined in the Pledge of Allegiance.

Mr. Walters joined the meeting at 5:01 p.m.

Announcements and Committee Reports

Department of Health Award to Anacortes Water System: Most Innovative Water System Project in the State for 2018: Bob James and Erica Lindsey of the Washington State Department of Health Drinking Water Program noted that this date was the first Monday of National Drinking Water Week, an occasion when DOH recognizes great work by water systems in Washington State. Mr. James advised that each January DOH seeks nominations for engineering projects or creative problem solving. He said this year the Anacortes “fiber in the pipe” technology was selected. Mr. James presented the award for Most Innovative Water System Project for 2018 to Mayor Gere, Public Works Director Fred Buckenmeyer and Water System Manager Jeff Marrs. Mr. James then presented Mr. Marrs with a Treatment Plant Optimization award, for the third year in a row.

Mr. Walters reported that the Anacortes High School Green Club had planted a new rain garden at 10th Street and H Avenue, the third demonstration garden installed by the group. He thanked the club for its efforts to promote and educate the public about means of improving stormwater management.

Mr. Miller reported that he had spoken representing the city at opening day of boating season on Saturday, specifically regarding the Maritime Strategic Plan. He announced that the Anacortes Boat and Yacht Show would open May 13.

Mr. Young reported from the South Asian cultural celebration at Skagit Valley College over the weekend. He said he had spoken on behalf of the city celebrating diverse cultures in the city and the county.

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 Mr. Miller, to approve the following Consent Agenda items. The motion carried unanimously by voice vote.

- a. Minutes of April 29, 2019
- b. Approval of Claims in the amount of: \$719,779.26
- c. Ordinance 3043: No Parking Beechwood Lane

The following vouchers/checks were approved for payment:
EFT numbers: 93098 through 93133 and 93165, total \$678,175.66
Check numbers: 93097 and 93134 through 93164, total \$65,607.99
Wire transfer numbers: 248805 through 249239, total \$14,009.80

PUBLIC HEARINGS

2019 CDBG Action Plan Review and Approval

Planning Director Don Measamer opened the final of two required hearings to consider the proposed projects and the development of the CDBG 2019 Action Plan. He advised that the public comment period began March 18, 2019 and concluded on April 16, 2019. Mr. Measamer said the city did not receive any public comments on the development of the plan. He listed the proposed projects listed in the packet materials: Anacortes Family Center for public services, City of Anacortes Public Facilities for safe crosswalk at approximately 26th Street and R Avenue, City Hall Public Facilities for public service counter revisions in the Finance and Building departments, and M Avenue sidewalk access ramps. Mr. Measamer pointed out that the amount proposed for the counters was lower than previously presented as restroom renovations had been removed. Mr. Measamer displayed photographs of the Finance and Building department public service counters, pointing out the current lack of accessibility for mobility impaired patrons.

Mayor Gere invited members of the audience to comment on this agenda item. No one present wished to address the Council.

Mr. Young expressed appreciation for the city's efforts to make city services accessible to all citizens and challenged staff to continue along this path. Mr. Walters requested additional details about the R Avenue crosswalk project. Mr. Measamer, Public Works Director Fred Buckenmeyer, and CDBG Administrator Joann Stewart described the crosswalk with flashing beacon, walkway in the median, and sidewalk ramps adjacent to this low income residential area. Ms. Stewart said the improvements that would provide easier and safer access to the east side of R Avenue to reach transit, public trails, etc. Mr. Walters opined that the \$50K requested for that project seemed reasonable but asked how retrofitting two existing service counters could possibly cost \$25K. He suggested that sidewalk ramps and crossings would serve a greater number of people. Ms. Moulton inquired about allocating more funding to Skagit Community Action or other groups to provide direct food or rental assistance. Ms. Stewart explained the 15% cap on public service allocation of the city's CDBG funds.

No one in the audience wishing to address City Council on the Action Plan, at approximately 5:20 p.m. the mayor closed the public hearing.

Mr. Johnson moved, seconded by Mr. Adams, to accept the proposed projects and draft Action Plan for submittal to HUD.

Mr. Walters moved to amend the Plan to cut the award for the counter project from \$25K to \$10K. The motion died for lack of a second.

Councilmembers confirmed with Ms. Stewart that any funding allocated to the counter project that turned out to be more than the actual cost could be rolled into the sidewalk project, as long as the total change in allocation between projects did not exceed 10% of the city's total allocation or as long as the city filed an amendment to the Action Plan. Mr. Miller agreed with Mr. Walters that the cost for the counter project seemed high and supported rolling any excess funding into sidewalk ramps.

Vote: Ayes - Young, Adams, Moulton, McDougall, Miller and Johnson. Nays - Walters. Motion carried.

OTHER BUSINESS

Contract Award: Library Main Floor Carpet Design & Installation 19-073-FAC-001

Mayor Gere prefaced this item by noting that directors were reviewing the process for capital projects, from budget through bidding and contracting. She advised that she would report back to Council in the near future on that topic.

Library Director Ruth Barefoot summarized the need for new carpet on the first floor of the library, referring to her slide presentation which was added to the packet materials for the meeting. In response to a question from Mr. Walters, Ms. Barefoot explained that the evident gaps in the carpet were due to replacing the Circulation and Reference desks with a single new desk to achieve more efficient staffing. Ms. Barefoot explained the components of the carpet project that account for its cost, including removal of super adhesive used to install the existing carpet and custom design wayfinding. She said carpet tiles would allow more cost effective maintenance and repair in the future. Ms. Barefoot emphasized the value of wayfinding carpet design to assist children and non-English speakers to navigate the library. Ms. Moulton asked if the wayfinding design was cost effective for the library. Ms. Barefoot indicated that the wayfinding was only \$4K of the \$74K project. Ms. Moulton inquired about the expected life of the new carpet tiles. Ms. Barefoot said easily 14 years, and noted that individual carpet tiles could be replaced as needed. Ms. Moulton observed that the current carpet had lasted 17 years. Mr. Walters asked why the useful life of the carpet was not specified in the scope of work. Ms. Barefoot said she would obtain more information about the expected life of the carpet and report back. Ms. Barefoot displayed a schematic of the planned color pattern for the carpet tiles and said this would help children navigate to the children's area. Mr. Young observed that the color pattern was beautiful but said he didn't see that it helped define a path for patrons to any particular area in the library. Mr. Walters asked if the contract included extra replacement carpet tiles. Ms. Barefoot said she believed the library would receive a couple extra boxes of each color of tile. Mr. Walters asked why extra tiles were not specified in the contract scope of work. Ms. Barefoot said she would have to investigate and report back on that.

Ms. Barefoot then explained the project timing, noting that the library would have to close for two weeks while the carpet was installed due to the need to move all books and shelving. She said the library could close during the busy summer months so the project would now have to be scheduled for the fall, allowing time to give ample notice to the public. Mr. Miller emphasized the need to provide adequate, timely public notice of any service curtailment. In response to a question from Mayor Gere, Ms. Barefoot elaborated on safety reasons why the public could not enter the library during the carpet installation. She explained that limited service in the lobby was anticipated to allow the public to continue to return books and pick up held materials during the closure. Mr. Young asked how the project would impact the library's budget. Mr. Walters repeated his request from the April 29, 2019 meeting that staff report on what other facilities projects were not being pursued due to the higher than budgeted cost of the carpet project. Ms. Moulton and Mr. Miller echoed that request. Mr. Buckenmeyer said he would report back on that question. Councilmembers considered approving the contract but opted to hold off on taking action until all their questions had been answered. Mayor Gere said staff would bring the contract back at the May 13, 2019 meeting with answers to all of Council's questions.

Councilmembers discussed better means of planning for capital projects. Mr. Johnson requested a position paper on each project ahead of time, outlining the overall concept, goal, costs, and spending impacts. He suggested a greater role for Council committees in reviewing such projects. Mr. Walters agreed that Council needed a better big picture plan for capital projects, which he said should be addressed during development of the budget and the capital facilities plan.

Planning Commission Recommendation: Development Regulations and Zoning Map Amendments - Division 6, potentially Division 4

Senior Planner Libby Grage invited Council to continue review and discussion of the Development Regulations and Zoning Map Amendments, focusing on Division 6, Project Design. Ms. Grage presented the review schedule for subsequent weeks as outlined in the packet materials. She noted that additional public comment opportunities would be required. Councilmembers discussed the schedule with Mr. Measamer and Ms. Grage. Council expressed its desire to be able to advertise for public comment following the May 20, 2019 City Council meeting, depending on progress at the next two sessions.

Ms. Grage introduced Bob Bengford of MAKERS to lead the discussion of Division 6. Mr. Bengford's slides were added to the packet materials for the meeting. Mr. Bengford summarized the chapters of Divisions 6, the

largest of Title 19, then identified four discussion items identified by Council related to this Division. He explained the intended balance between predictability and flexibility for Division 6. Mr. Bengford then invited Council consideration and direction on each of the four discussion items in turn.

19.61 - block frontage designations and allowance of parking in front of buildings on South Commercial Avenue: Mr. Bengford explained the block frontage concept, referring to examples in his slide presentation, and responded to councilmember questions about block frontage designations in other jurisdictions. He described the block frontage designations proposed in the 2nd draft of the development regulations, intended to support Comprehensive Plan Policy LU-7.2(C) calling for pedestrian friendly features. Mr. Bengford then outlined the rationale behind the Planning Commission's recommendation to remove most of the designations south of 12th Street, generally to allow more flexibility. Mr. Walters urged establishing block frontage designations for south Commercial Avenue now, before the area was redeveloped, to avoid recreating College Way in Mount Vernon. Ms. Moulton and Mr. McDougall agreed. Mr. Miller noted the challenge of balancing economic vitality with pedestrian friendly design. Mr. Measamer requested direction from Council. He summarized the Council consensus to designate Commercial Avenue block frontages as mixed use from 12th to 19th Streets, storefront from 19th to 21st Streets, and mixed use from 21st to 34th Streets. Councilmembers explicitly concurred with that proposal. Mr. Measamer responded to questions from Mr. Johnson about how the current code would require handicapped parking and building accessibility for the mobility impaired.

Council then considered block frontage designations for Q Avenue, discussing a number of options and the more residential focus of portions of that corridor. Ms. Moulton pointed out that Q Avenue is a designated bicycle greenway. She suggested consulting National Association of City Transportation Officials publications for guidance on design standards compatible with that designation. Ms. Moulton noted a conflict between the corner wrap language on Figure 19.61.150 on page 256 and the language of 19.61.150(B) on page 255. Mr. Bengford said staff would update the language in the figure to match that in the text.

After additional discussion of options, Ms. Moulton and Mr. Walters both voiced support for reverting to the block frontage designations included in the 2nd draft of the development regulations and declining the changes recommended by the Planning Commission, with the exception of accepting the Planning Commission recommendation to leave the half block of Commercial Avenue immediately north of 12th Street undesignated. All councilmembers agreed. Mr. Measamer said staff would update the next draft accordingly.

At approximately 7:00 p.m. Mayor Gere called a 10 minute recess. At 7:10 p.m. the mayor called the meeting back to order.

19.61.180 - framework development plans – better definition of “strategic large sites”: Mr. Bengford reviewed the concept of framework development plans in some depth, focusing on the clauses in 19.20.230(A). Mr. Walters asked that “adjust the list of permitted uses” in that section specifically reference 19.43.010. Mr. Measamer agreed. After considerable discussion of what the draft language allowed and required, councilmembers agreed that no further changes were required to the April 18, 2019 draft regulations in this regard. Mr. Measamer reminded that Council had previously requested an expiration date for framework development plans and said staff was working on that language now. Mr. Walters specifically asked that the regulations use citations to links, not footnotes.

Mr. Bengford reviewed Section 19.62, Site Planning, for information only. Mr. Walters requested that the caption for the lower right image in Figure 19.62.040(B)(2) explicitly note that the boardwalk pictured was through a stormwater feature, not a wetland. Mr. Measamer agreed. Ms. Moulton asked what sort of departures would be allowed from the open space provisions in 19.62.040(B)(1)(b)(i). Mr. Bengford and Mr. Measamer provided examples. Mr. Measamer suggested that Council could review approved departures after a few years to evaluate the effectiveness of different types of departures and then perhaps alter the list.

19.63 - corporate architecture and consolidation of articulation standards: Mr. Bengford explained that the Planning Commission had recommended removing proposed new Section 19.63.030 prohibiting corporate architecture. He reviewed Comprehensive Plan Goal LU-2 bearing on that section and said that only one public comment had been received on the section, and that comment had opposed the section. Councilmembers discussed this provision briefly and all agreed that section 19.63.030 should be added back into the next draft of the development regulations. Mr. Measamer said staff would do so.

Ms. Moulton asked why Departures were provided for 19.62.060(C)(1), Internal roadway design. Mr. Bengford and Mr. Measamer said that was intended to allow negotiated flexibility for non-public streets, noting that public streets would have to conform to street standards.

Mr. Bengford then reviewed 19.63.030, Building massing and articulation. He explained the Planning Commission recommendation to combine the separate building massing and articulation standards for residential and commercial buildings into one provision. Mr. Bengford reviewed the non-residential and residential provisions from the 2nd draft of the development regulations, then displayed the combined regulations and discussed how the combined format would apply. Councilmembers did not request any alteration to this section from the Planning Commission recommended version.

Mr. Bengford briefly reviewed sections 19.64 – Parking and Section 19.65 – Landscaping, sections about which Council had not expressed a need for further discussion of the Planning Commission recommendations. He then turned to the fourth discussion item.

19.66 - fencing, specifically along Oakes Avenue: Mr. Johnson noted the Comprehensive Plan value statement urging protection of water views and argued that full height fencing along Oakes Avenue created a canyon effect counter to that value. Mr. Adams supported preventing view-blocking fencing throughout the city and asked how new code would affect existing fencing. Mr. Measamer explained the existing non-conforming uses have to conform to new code if they are rebuilt. Councilmembers discussed opaque fencing, fence height, and whether landscaping in front of fencing or in place of fencing that still blocked views was effectively any different from an opaque fence. Mr. Bengford suggested possibly capturing Council's intent by adding language prohibiting opaque fences or hedges taller than 42" within a full 20' setback, regardless of through lot or not, along some designated portion of Oakes Avenue. He asked where the starting and ending points of such a prohibition might go into effect. Mr. Walters suggested west of D Avenue all the way to Ferry Terminal Road, on the north side of Oakes Avenue only. Mr. Measamer advised that staff would draft new language accordingly.

Council then discussed fence types, specifically 19.66.070 prohibiting chain link fences in specified areas. Mr. Walters urged a complete prohibition on chain link fencing in residential zones. Council discussed various options. In response, Mr. Measamer summarized Council's intent not to allow chain link fences in the entire required front yard setback in residential zones. Councilmembers concurred.

Council discussed Section 19.67 – Signs, focusing mostly on temporary signs. Mr. Bengford noted that Section 19.67.080(B)(4) regulates sign size based on lot frontage and wondered if Council would prefer to use that same table for temporary signs as well. Councilmembers concurred. Mr. Measamer said staff would make sizing for non-commercial speech signs reference 19.67.080(B)(4), and would add a first line to the table specifying 16 SF of signage for less than 80 feet of frontage. Mr. Walters noted that the table only applied to monument signs, not all sign types. Mr. Measamer said staff would draft language to expand the sizing to other sign types. Councilmembers discussed other sections of the sign section but did not request any further changes to draft regulations in that section.

Ms. Moulton called attention to 19.64.100 – Bicycle parking requirements, which she said had shrunk progressively in each successive draft of the regulations. Ms. Moulton said the current language was not

consistent with Anacortes's designation as a bicycle friendly community nor even with current practice. She encouraged reference to the bicycle parking guidelines published by the Association of Pedestrian and Bicycle Professionals referenced in 19.64.100(C)(1) to establish reasonable bicycle parking requirements. She noted that WSDOT uses those same guidelines. Mr. Measamer said staff would bring back more information on those guidelines.

Executive Session

At approximately 8:40 p.m. Mayor Gere announced that City Council and the City Attorney would convene in Executive Session per RCW 42.30.110 for approximately 20 minutes to discuss a potential real estate transaction and that following the executive session the regular meeting would adjourn with no action having been taken.

There being no further business, at approximately 8:55 p.m. the Anacortes City Council meeting of May 6, 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 May 13, 2019 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
249658	3/4/2019	71646B-X	UNDERWOOD & ASSOCIATES, LLC	LIBRARY SPACE CORRECTIONS - DESIGN - JAN/FEB 2019	\$ 2,340.00	publib
249610	4/10/2019	001-430576	PISTON SERVICE OF ANACORTES	WINDSHIELD WIPERS- VEH #018	\$ 23.81	dshop
249510	4/11/2019	2	CURTIS EMERGENCY SERVICES LLC, RICHARD	EMERGENCY MANAGEMENT CONSULT MEETING &	\$ 146.14	medic
249524	4/11/2019	191086057	GOOD TO GO!	TOLL FOR WTP TRUCK TO AUBURN - CS	\$ 2.75	dwtpt
249521	4/16/2019	7	CURTIS EMERGENCY SERVICES LLC, RICHARD	WEB UPDATE, RESPONSE & PARTNERSHIP BUILDING. ASSESSMENT	\$ 375.00	medic
249520	4/18/2019	00455	CITY OF MOUNT VERNON	MVPD PLEDGED NEGOTIATOR VAN ASSISTANCE; APD PORTION	\$ 5,000.00	apd
249525	4/19/2019	3	CURTIS EMERGENCY SERVICES LLC, RICHARD	3 MEETINGS	\$ 281.25	medic
249017	4/19/2019	872929	USA BLUE BOOK	LAB WASH BOTTLES X 6	\$ 48.93	dwtpt
249519	4/22/2019	5	CURTIS EMERGENCY SERVICES LLC, RICHARD	EMERGENCY MANAGEMENT CONSULT: MEETING	\$ 75.00	medic
249341	4/22/2019	WAANA114628	FASTENAL COMPANY	FIREFIGHTING GLOVES, BATTERIES,	\$ 650.72	medic
249633	4/22/2019	48659	ROBINSON BROTHERS	FIBER BUILD - PHASE 3 - THROUGH 4/18/19	\$ 17,335.18	pw1
249522	4/23/2019	6	CURTIS EMERGENCY SERVICES LLC, RICHARD	CONTINUITY OF OPS PLAN, ATTEND HEALTHCARE RESPONSE, TRAVEL	\$ 442.66	medic
249666	4/23/2019	601217-0	SKIDMORE PHARMACY INC.	PHARMACY COPAYS, LEOFF1 RETIREES	\$ 100.97	hr
249299	4/23/2019	114-8365314	UNITED SITE SERVICES, INC	INTAKE STATION PORTA-POTTI RENTAL 3/22-4/21/19	\$ 22.98	dwtpt
249245	4/24/2019	10163315	MARCELO, FREDERICK	REFUND CANCELLED CAMPING RESERVATION	\$ 27.00	parks1
249618	4/24/2019	001-432069	PISTON SERVICE OF ANACORTES	SEALANT- VEH #704	\$ 14.26	dshop
249293	4/25/2019	21354	ECONOWASH LAUNDRY & DRY	APRIL LAUNDRY: STA 3, SHIRTS	\$ 123.92	medic
249352	4/25/2019	55059	KROESENS UNIFORMS COMPANY	WHITE CLASS B SHIRTS	\$ 138.58	medic
249291	4/25/2019	1709270	MILES SAND & GRAVEL CO.	GRAVEL-TURSI PARK-2200 PENNSYLVANIA AVE	\$ 858.74	parks1
249372	4/25/2019	51123	MT BAKER OVERHEAD DOORS INC	SERVICE TO GARAGE DOORS- SHOP	\$ 125.01	dshop
249626	4/25/2019	400002357749	PUGET SOUND ENERGY INC	POLE ATTACHMENT IN CBD	\$ 2,246.13	hr
249437	4/26/2019	84888	LAKESIDE INDUSTRIES, INC.	HMA 1/2" ASPHALT	\$ 2,841.87	dshop
249115	4/26/2019	19-87263-1	MILLENNIUM	FIBER CABLE, WOODEN REEL	\$ 775.16	wdist
249534	4/26/2019	200024889996	PUGET SOUND ENERGY INC	WTP 1/31-4/9/19	\$ 790.42	dwtpt
249661	4/26/2019	76220249	RECORDED BOOKS INC	SUBSCRIPTION TO E-MAGAZINES	\$ 1,000.00	publib
249530	4/26/2019	9829017568	VERIZON WIRELESS	WTP SCADA MODEM 3/27-4/26/19	\$ 503.30	dwtpt

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
249529	4/27/2019	8	CURTIS EMERGENCY SERVICES LLC, RICHARD	PARTICIPATE IN DISASTER EXPO	\$ 112.50	medic
249346	4/27/2019	212085	SEAWESTERN, INC.	4 SETS BUNKER GEAR	\$ 7,094.41	medic
249348	4/27/2019	000099e018179	UNITED PARCEL SERVICE, INC	SHIPPING (AIR TEST)	\$ 14.45	medic
249664	4/28/2019	SI0050795-US	BIBLIOTHECA , LLC	OFFICE AND OPERATING SUPPLIES	\$ 1,230.19	publib
249447	4/28/2019	360-299-3674-0214175	FRONTIER COMMUNICATIONS	OPS BACK UP LINE 4-28 TO 5-27	\$ 69.52	dshop
249518	4/28/2019	9829063109	VERIZON WIRELESS	City Cell Phones 3/29/19-04/28/2019	\$ 11,024.78	finance
249204	4/29/2019	19-13821	EDGE ANALYTICAL, INC	BACT ANALYSIS RAW	\$ 49.00	dwtpt
249528	4/29/2019	11444779	HACH COMPANY	CALCIUM HARDNESS SOLUTION	\$ 79.26	dwtpt
249389	4/29/2019	28274	JET CITY EQUIPMENT	ROLLER RENTAL- Q AVE & 25TH/26TH ST	\$ 326.10	dshop
249292	4/29/2019	ReimbJones	JONES, ROBERT	PUB DEF CLE	\$ 18.15	court
249540	4/29/2019	220015149234	PUGET SOUND ENERGY INC	STREET LIGHTS: 8147 S MARCHS PT RD	\$ 25.94	dshop
249547	4/29/2019	300000325005	PUGET SOUND ENERGY INC	STREET LIGHTS: SS 17TH ST BTWN Q & COMM; 1417 38TH ST	\$ 77.98	dshop
249548	4/29/2019	30000034004	PUGET SOUND ENERGY INC	STREET LIGHTS: 03/29- 04/29/19	\$ 66.74	dshop
249607	4/29/2019	300000006951	PUGET SOUND ENERGY INC	STREET LIGHTS: 03/29 - 04/29/19	\$ 63.08	dshop
249629	4/29/2019	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS 3/2/2019 - 4/1/2019	\$ 25,552.97	dshop
249356	4/29/2019	212163	SEAWESTERN, INC.	4 CAIRNS HELMETS	\$ 1,134.66	medic
249499	4/29/2019	P11141-09	SONSRAY MACHINERY, LLC	GLASS- VEH #403	\$ 599.03	dshop
249680	4/30/2019	273815	A WORKSAFE SERVICE INC	PRE-PLACEMENT CDL SCREENING - MIKE BALLARD	\$ 55.00	hr
249611	4/30/2019	195	BUBBA SUDZ CAR WASH, INC.	APRIL CAR WASHES- 12	\$ 108.00	dshop
242894	4/30/2019	3-K779 E578	COLUMBIA FORD, INC	2019 FORD POLICE SSV RESPONDER VEH #008B	\$ 38,936.20	dshop
249527	4/30/2019	9	CURTIS EMERGENCY SERVICES LLC, RICHARD	PREPARE WORK PLAN, WEB EOC SETUP	\$ 150.00	medic
249507	4/30/2019	487318	DAY WIRELESS SYSTEMS INC	PARTS FOR MED 12 RADIO	\$ 33.70	medic
249539	4/30/2019	PWTF-258473	DEPARTMENT OF COMMERCE	PR09-951-009 WTP IMPROVEMENTS	\$ 47,621.53	finance
249542	4/30/2019	PWTFNT-24269	DEPARTMENT OF COMMERCE	PC12-951-072 WTP IMPROVEMENTS - PRIN	\$ 543,421.05	finance
249294	4/30/2019	19-14915	EDGE ANALYTICAL, INC	TCR ANALYSIS BOOSTERS	\$ 165.00	dwtpt
249295	4/30/2019	19-14946	EDGE ANALYTICAL, INC	BACT ANALYSIS FINISHED	\$ 15.00	dwtpt
249342	4/30/2019	012599350	GALLS, LLC.	UNIFORM PANTS AND SHIRTS; NEW EMP MOWRER	\$ 244.46	apd
249269	4/30/2019	63041/2	HB JAEGER	SEWER PIPE, CATCH BASIN & GRATE	\$ 1,025.13	wdist
249441	4/30/2019	I5128212	HD FOWLER COMPANY INC	SWIVEL HOSE ADAPTER	\$ 94.29	wdist
249381	4/30/2019	85204	LAKESIDE INDUSTRIES, INC.	CRUSHED ROCK FOR TRAIL 210/ACFL	\$ 80.59	parks1
249436	4/30/2019	84889	LAKESIDE INDUSTRIES, INC.	CLASS G ASPHALT	\$ 1,034.28	dshop
249438	4/30/2019	84887	LAKESIDE INDUSTRIES, INC.	WA CLASS G ASPHALT	\$ 1,970.09	dshop
249439	4/30/2019	85218	LAKESIDE INDUSTRIES, INC.	DUMP FEES	\$ 520.60	dshop
249440	4/30/2019	85219	LAKESIDE INDUSTRIES, INC.	ROCK SALES / DUMP FEES	\$ 178.30	dshop

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
249210	4/30/2019	19-2662	LIFE TEK, INC	FA/CPR TRAINING	\$ 300.00	dwwtp
249374	4/30/2019	MV211814	MOTOR TRUCKS, INC	CAB GUARD & TOOL BOX- VEH #183 & #185	\$ 5,100.92	dshop
249375	4/30/2019	MV211851	MOTOR TRUCKS, INC	TOOL BOX, CAB GUARD- VEH #183	\$ 1,841.42	dshop
249376	4/30/2019	MV211850	MOTOR TRUCKS, INC	TOOL BOX- VEH #185	\$ 3,259.50	dshop
249682	4/30/2019	10192337	NAVIA BENEFIT SOLUTIONS, INC	APRIL PARTICIPANT FEE, FLEXIBLE SPENDING	\$ 124.50	hr
249622	4/30/2019	0419	NELSON, BONNIE	AGING MASTERY PROGRAM ADMINISTRATION - APRIL 2019	\$ 737.50	hr
249636	4/30/2019	IN931229	NOANET	PHASE 3 FIBER NETWORK OPS, GIS, AND ENGINEERING SUPPORT - APRIL 2019	\$ 8,670.00	pw1
249637	4/30/2019	IN931230	NOANET	PER DIEM - PHASE 3 APRIL 2019	\$ 738.00	pw1
249638	4/30/2019	IN931275	NOANET	PHASE 3 - FIBER NETWORK OPS, GIS, AND ENGINEERING SUPPORT - APRIL SR. MANAGER	\$ 2,400.00	pw1
249677	4/30/2019	0000658980	OCLC, INC	CATALOGING, ILL, FIRSTSEARCH/WORLDCAT DISCOVERY	\$ 358.15	publib
249683	4/30/2019	2110	ORCA INFORMATION, INC	EMPLOYEE BACKGROUND CHECKS, ANDERSON, BRONSEMA, DOWE	\$ 153.00	hr
249627	4/30/2019	7582	PETDATA, INC	PETDATA LICENSING FEES APRIL	\$ 332.10	finance
249355	4/30/2019	001-432517	PISTON SERVICE OF ANACORTES	WINDSHIELD WIPERS- #128	\$ 12.04	dshop
249386	4/30/2019	001-432601	PISTON SERVICE OF ANACORTES	RV PLUG- #90013	\$ 18.48	dshop
249624	4/30/2019	001-432622	PISTON SERVICE OF ANACORTES	HYDRAULIC HOSE #704	\$ 98.01	dshop
249625	4/30/2019	001-432610	PISTON SERVICE OF ANACORTES	FUSTS FOR #158	\$ 12.35	dshop
249544	4/30/2019	CL87324	REISNER DISTRIBUTOR INC	VEHICLE FUEL - APRIL	\$ 23,372.52	finance
249656	4/30/2019	0173	SKAGIT COUNTY SOLID WASTE FUND	APRIL TONNAGE HAULED	\$ 80,232.89	dshop
249452	4/30/2019	INV00501476	SMARSH, INC	ARCHIVING PLATFORM (SERVICE DATES)	\$ 981.31	infosys
249498	4/30/2019	P11150-09	SONSRAY MACHINERY, LLC	MISC DOOR & GLASS- VEH #403	\$ 3,208.53	dshop
249659	4/30/2019	1277200	SURETY PEST CONTROL	LIBRARY PEST CONTROL	\$ 66.31	publib
249442	4/30/2019	3310459266	UNIFIRST CORPORATION	LAUNDRY SERVICE- WATER DEPT	\$ 59.39	wdist
249364	4/30/2019	114-8426735	UNITED SITE SERVICES, INC	ACE OF HEARTS - APRIL	\$ 63.86	parks1
249366	4/30/2019	114-8426825	UNITED SITE SERVICES, INC	6300 SUNSET AVE - APRIL	\$ 82.73	parks1
249367	4/30/2019	114-8426764	UNITED SITE SERVICES, INC	SUNSET LOOP ROAD - APRIL	\$ 62.00	parks1
249368	4/30/2019	114-8426734	UNITED SITE SERVICES, INC	LOOP ROAD - APRIL 2019	\$ 47.89	parks1
249369	4/30/2019	114-8426788	UNITED SITE SERVICES, INC	GUEMES CHANNEL TRAIL - APRIL 2019	\$ 82.73	parks1
249608	4/30/2019	386000156	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 4/1/2019 - 4/30/2019	\$ 67.00	finance
249446	4/30/2019	9040123	UTILITIES UNDERGROUND LOCATION	APRIL LOCATE TICKETS	\$ 215.43	dshop
249502	4/30/2019	F190171	WASHINGTON STATE PATROL	TUITION/HOUSING - FIRE ACADEMY: TRIBBLE, PRATT	\$ 10,371.20	medic
249340	5/1/2019	27929	ANACORTES CHAMBER OF COMMERCE	LTAC CHAMBER WELCOME SIGN	\$ 5,470.50	plan
249630	5/1/2019	April 2019	BROOKS MIDDLETON ARCHITECT	FIRE STATION 3 UPGRADES - DESIGN THROUGH APRIL 2019	\$ 2,500.00	medic

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
249509	5/1/2019	248 984 6277 5	CASCADE NATURAL GAS CORP.	WTP 3/30/19-4/30/19	\$ 1,784.19	dwtp
249655	5/1/2019	052-0010-00	CITY OF ANACORTES	OPS W/S/G	\$ 1,223.30	dshop
249296	5/1/2019	19-13946	EDGE ANALYTICAL, INC	TOC ANALYSIS RAW AND FINISHED	\$ 104.00	dwtp
249454	5/1/2019	360-293-1900-0122885	FRONTIER COMMUNICATIONS	CITY MAIN PHONE 5/1-5/31/19	\$ 1,067.98	finance
249532	5/1/2019	360-293-0045-0223175	FRONTIER COMMUNICATIONS	BACKUP LINES @ 29-1: 5/1 - 5/31	\$ 152.79	medic
249535	5/1/2019	917270	LIFE ASSIST, INC	6 SAM SLINGS	\$ 355.45	medic
249290	5/1/2019	3333	NW CLEANERS	LTAC HEART OF A RESTROOM CLEANING	\$ 550.00	plan
249387	5/1/2019	001-432676	PISTON SERVICE OF ANACORTES	RV PLUG- #90011	\$ 36.96	dshop
249614	5/1/2019	0944517	PLATT ELECTRIC SUPPLY INC	SWITCH	\$ 329.58	dwwtp
249634	5/1/2019	8292	PORT OF ANACORTES	MOORAGE - QUARTERLY - SPACE QD-01A	\$ 66.80	mwwtp
249663	5/1/2019	200012505505	PUGET SOUND ENERGY INC	WTP 4/1-4/30/19	\$ 67,434.02	dwtp
249671	5/1/2019	200000667218	PUGET SOUND ENERGY INC	LIBRARY 10TH & M ST 4/2 - 5/1/19	\$ 21.02	publib
249672	5/1/2019	200000666863	PUGET SOUND ENERGY INC	LIBRARY 10TH STREET LED 4/2 - 5/1/19	\$ 6.66	publib
249675	5/1/2019	200000667101	PUGET SOUND ENERGY INC	LIBRARY 1220 10TH 3/8 - 4/5/19	\$ 1,851.34	publib
249358	5/1/2019	5056538369	RICOH USA, INC	S/N C86180481 PARKS 2/1-4/30/19	\$ 22.28	parks1
249359	5/1/2019	5056538446	RICOH USA, INC	S/N C86078711 LIBRARY FL1 STAFF COPIER 2/1-4/30/19	\$ 499.64	publib
249360	5/1/2019	5056538325	RICOH USA, INC	S/N C86152062 HR COPIES 4/1-4/30/19	\$ 16.97	hr
249361	5/1/2019	5056538344	RICOH USA, INC	S/N C86111692 ENG 2/1-4/30/19	\$ 88.23	pwfac
249362	5/1/2019	5056538297	RICOH USA, INC	S/N C86078755 LIBRARY FL2 ADMIN COPIER 2/1-4/30/19	\$ 38.00	publib
249301	5/1/2019	041619	SCOTT MILO GALLERY/FRAMEMAKER	CHANGE OUT ONE PICTURE AND ONE PLAQUE	\$ 54.35	admin
249297	5/1/2019	808	SHIFTNOTE, LLC	WTP DAILY LOG MAY 1- JULY 31, 2019	\$ 104.85	dwtp
249676	5/1/2019	1285093385	SMILES DENTAL GROUP	DENTAL SERVICES	\$ 1,264.00	hr
249681	5/1/2019	GB00100301	TRANSAMERICA LIFE INS CO	MAY, LEOFF LONG-TERM CARE INSURANCE	\$ 251.91	hr
249298	5/1/2019	331 0459424	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE	\$ 59.49	dwtp
249377	5/1/2019	115984	VENTEK INTERNATIONAL	CELL CARRIER SERVICES/CCU SERVER HOSTING-WP	\$ 135.00	parks1
249545	5/1/2019	1390417-0043-8	WASTE MANAGEMENT	APRIL 2019 CONTRACTED SERVICES	\$ 109,838.52	finance
249654	5/1/2019	096830089	XEROX CORPORATION	CLRCUBE XNE-099723 3/21-4/21/19	\$ 218.37	finance
249379	5/2/2019	1991224785	ARAMARK	APD NYLON MATS CLEANED	\$ 16.31	apd
249443	5/2/2019	1991224794	ARAMARK	OPS: MAT CLEANING 05/02	\$ 41.63	dshop
249501	5/2/2019	1991224793	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	\$ 63.31	finance
249506	5/2/2019	8498 30 017 0319913	COMCAST	LIBRARY INTERNET ACCESS 5/9-6/8/19	\$ 182.16	finance
249513	5/2/2019	012622264	GALLS, LLC.	UNIFORM BADGE PATCH; NEW EMP MOWRER	\$ 5.97	apd

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
249514	5/2/2019	012622281	GALLS, LLC.	UNIFORM NAME AND BADGE PATCH; CORP MICHAEL	\$ 16.77	apd
249515	5/2/2019	012622273	GALLS, LLC.	UNIFORM NAME AND BADGE PATCH; OFC LIDDLE	\$ 16.77	apd
249516	5/2/2019	012622282	GALLS, LLC.	UNIFORM NAME AND BADGE PATCH; DET CORP BUFFUM	\$ 16.77	apd
249385	5/2/2019	ReimbHennebert	HENNEBERT, DIANE	TRAVEL EXPENSES	\$ 44.00	pw1
249536	5/2/2019	917306	LIFE ASSIST, INC	16 SIPQUIK C-COLLARS	\$ 144.70	medic
249388	5/2/2019	MV211987	MOTOR TRUCKS, INC	CAB GUARD- VEH #184	\$ 769.61	dshop
249657	5/2/2019	654	POHLI, INC	2019 WTP LAB EQUIPMENT PREVENTATIVE MAINTENANCE & REPAIR - APRIL 2019	\$ 1,278.97	pw1
249363	5/2/2019	5056537815	RICOH USA, INC	S/N C86138599 APD FRONT OFFICE COPIES (4/1/19-4/30/19)	\$ 26.81	apd
249365	5/2/2019	5056538478	RICOH USA, INC	S/N C86146548 APD PATROL OFFICE (2/1/19-4/30/19)	\$ 128.20	apd
249383	5/2/2019	Lien Release P55328	SKAGIT COUNTY AUDITOR'S OFFICE	LIEN RELEASE ACCT #180-1350-00 ED STURGEON	\$ 38.00	finance
249373	5/2/2019	114313	WALTON BEVERAGE COMPANY, INC	AFD BREAKROOM SUPPLIES	\$ 87.50	medic
249382	5/2/2019	114316	WALTON BEVERAGE COMPANY, INC	OPS BREAKROOM SUPPLIES	\$ 209.25	dshop
249435	5/2/2019	114319	WALTON BEVERAGE COMPANY, INC	BREAKROOM SUPPLIES	\$ 35.00	dwwtp
249451	5/2/2019	114315	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 192.50	finance
249543	5/2/2019	0049185-2819-3	WM LAMP TRACKER INC	EXPIRED PHARMACEUTICALS DISPOSAL	\$ 119.00	medic
249505	5/3/2019	4228918	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	\$ 244.53	medic
249531	5/3/2019	19-14920	EDGE ANALYTICAL, INC	BACT ANALYSIS RAW	\$ 49.00	dwwtp
249512	5/3/2019	12632994	GALLS, LLC.	UNIFORM NAME AND BADGE PATCH; CAPT FULLER	\$ 10.27	apd
249457	5/3/2019	ContractKiser	KISER, SHERRI	VOLLEYBALL GYM SUPERVISOR	\$ 713.00	pkrec
249612	5/3/2019	41600313769	LES SCHWAB TIRE CENTERS	TIRES VEH #046	\$ 1,095.48	dshop
249456	5/3/2019	610537	MISTER T'S AWARDS &	OFFICE SUPPLIES	\$ 28.75	museum
249523	5/3/2019	MV212107	MOTOR TRUCKS, INC	FENDER EXTENSION- VEH #607	\$ 320.60	dshop
249449	5/3/2019	143754	NORTHSTAR CHEMICAL INC.	SODIUM BISULFITE 38% SOLUTION	\$ 1,648.98	dwwtp
249458	5/3/2019	PettyCashKnapp	PETTY CASH FUND	REIMBURSE FOR APRIL PETTY CASH KERI	\$ 13.00	finance
249631	5/3/2019	11800	SKILLINGS CONNOLLY, INC	WWTP SAMPLING AND ANALYSIS PLAN (SAP) - 3/26/19-4/25/19	\$ 46.00	pw1
249533	5/3/2019	190620	T-SHIRTS BY DESIGN	POLOS, WINDBREAKERS, SWEATSHIRT - CHIEFS	\$ 434.80	medic
249448	5/3/2019	114314	WALTON BEVERAGE COMPANY, INC	BREAKROOM SUPPLIES	\$ 52.50	dwwtp
249504	5/4/2019	00005W5A83189	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 5-4-19	\$ 9.28	apd
249508	5/4/2019	000099E018189	UNITED PARCEL SERVICE, INC	WWTP/AFD	\$ 50.68	finance
249526	5/6/2019	1991228583	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$ 74.49	dwwtp
249511	5/6/2019	5698	ASAP TOWING OF MOUNT VERNON	TOWING; APD CASE 19-A02694	\$ 277.19	apd

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
249500	5/6/2019	cpls	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; APRIL 2019	\$ 546.00	apd
249503	5/6/2019	012615554	GALLS, LLC.	UNIFORM BOOTS; OFC DOTZAUER	\$ 119.52	apd
249613	5/6/2019	812-2937	GCR TIRES & SERVICES	TIRE- SHOP STOCK	\$ 722.95	dshop
249615	5/6/2019	812-2931	GCR TIRES & SERVICES	SERVICE TIRE- VEH #510	\$ 141.31	dshop
249616	5/6/2019	812-2944	GCR TIRES & SERVICES	WHEEL SWITCH- VEH #90008 RENTAL TRUCK	\$ 252.18	dshop
249670	5/7/2019	18-050-FAC-0011	BLYTHE PLUMBING & HEATING, INC	RETAINAGE RELEASE	\$ 579.90	pw1
249679	5/7/2019	5013700826	CINTAS CORPORATION	FIRST AID SUPPLIES - VARIOUS DEPTS	\$ 399.59	finance
249619	5/7/2019	19-11553	EDGE ANALYTICAL, INC	EFFLUENT TESTING	\$ 201.08	dwwtp
249665	5/7/2019	19-15820	EDGE ANALYTICAL, INC	BACT ANALYSIS FINISHED	\$ 15.00	dwwtp
249674	5/7/2019	18-141-FAC-0011	FLOORING CONNECTIONS	RETAINAGE RELEASE	\$ 1,220.77	pw1
249678	5/7/2019	305917636001	OFFICE DEPOT, INC.	COPY PAPER - ASAC	\$ 71.72	finance
249140	5/7/2019	11466104	POWERPLAN	WINDOW LATCH- VEH #410	\$ 44.50	dshop
249617	5/7/2019	S20183596	SUPERIOR SYSTEMS, INC	CHASE LG THREADS IN TAPERED COLLAR	\$ 106.33	dwwtp
249667	5/7/2019	71687B-X	UNDERWOOD & ASSOCIATES, LLC	CITY HALL REMODEL PROJECT - ARCHITECTURAL SERVICES - APRIL 2019	\$ 650.00	pwfac
249662	5/7/2019	114-8426839	UNITED SITE SERVICES, INC	2100 PENNSYLVANIA AVE PORTA-POTTIE RENTAL 4/1-4/30/19	\$ 139.60	dwwtp
249712	5/8/2019	31-C17128019:1	ERVINE, MARGIE	REFUND AMBULANCE OVERPAYMENT	\$ 150.00	finance

Total **\$1,071,959.95**



City Council Contract Agenda Bill

Meeting Date: 5/13/2019 **Agenda Item:** 5c

Subject: Contract Award - Fire Station 3 Upgrades #18-156-FIR-003

Staff Contact: Chief David Oliveri

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 \$191,176.13 to Driftwood Construction, LLC to perform the Fire Station 3 Upgrades project. The project provides for or the construction of the City of Anacortes Fire Station Three Upgrades including: Demolition, Utilities, Building Construction, Training, and all Work necessary for a complete and operational project.

Background:

1. **History:** The Anacortes Fire Department has been leasing space at 9029 Molly Lane since 2004 for Fire Station #3. This Fire Station serves the east end of the City as well as the south portion of Fidalgo Island. Historically, this station has been staffed with Firefighter Paramedics and Emergency Medical Technicians from 8:00 AM – 8:00 PM and did not require any staff to stay overnight. Effective 1/1/2019, The Fire Department began staffing this station 24/7 in an agreement with Skagit County EMS to provide increased service to the residents of Anacortes and surrounding communities. This project is necessary to provide sleeping quarters at the leased facility until such time as a permanent Fire Station can be constructed.
2. **Key Terms:**
 - Total contract price of \$191,176.13 which includes \$15,301.13 in sales tax.
 - The Contractor will begin work within forty five (45) calendar days of following the date of the Notice to Proceed, and achieve Physical Completion within One Hundred Twenty (120) calendar days following the date of the Notice to Proceed.
3. **Competitive Bidding:** In accordance with competitive bid requirements set forth under RCW 39.04.155 - Small Works Roster Contract Procedures, on April 9, 2019 an [Invitation to Bid](#) was sent to five contractors in the appropriate small works roster category, and posted on the City website. Two bids were received by the deadline on 5/7/19 at 2:00pm, and Driftwood Construction, LLC was determined to be the lowest responsive, responsible bidder. The bid tabulation is attached.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract 18-156-FIR-003 with Driftwood Construction, LLC in the amount of \$191,176.13 to perform the Fire Station 3 Upgrades project.

Alternative Actions: Cancel the project; rebid the project

Attachments: Bid Tabulation, Contract 18-156-FIR-003

Contractor	Driftwood Construction, LLC
Contract Amount	\$191,176.13
Earmarked Funds	\$0
BARS #	110.320.594.22.64
Budget Amendment Required?	Yes
Revenue Source	Funds received from Skagit County – Interlocal C20180481
Start Date	Notice to Proceed (NTP)
End Date	120 calendar days from NTP

Fire Station 3 Upgrades
#18-156-FIR-003
SWR BID DATE/TIME: May 7, 2019 / 2:00pm

				DRIFTWOOD CONSTRUCTION	QUANTUM CONSTRUCTION
Item No.	Qty	Unit	Description	Cost	Cost
1	1	EA	Fire Station 3 Upgrades project as detailed in the Invitation to Bid #18-156-FIR-003	\$175,875.00	\$199,378.91
SUBTOTAL				\$ 175,875.00	\$ 199,378.91
8.7 % TAX				\$ 15,301.13	\$ 17,345.97
TOTAL BID				\$ 191,176.13	\$ 216,724.88

Denotes Correction from Contractor's Bid Proposal Based Upon Correct Sales Tax Rate



CONTRACT 18-156-FIR-003
AGREEMENT WITH
DRIFTWOOD CONSTRUCTION, LLC

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Driftwood Construction, LLC, a private contractor at 6842 Salmon Beach Rd, Anacortes, WA 98221 (herein after referred to as "Contractor").

PROJECT
Fire Station 3 Upgrades

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to complete the Fire Station 3 Upgrades at the Anacortes Fire Station 3, 9029 Molly Lane, Anacortes, WA 98221 in accordance with and as described in the City of Anacortes document entitled "Fire Station 3 Upgrades #18-156-FIR-003" issued April 9, 2019, which is hereby incorporated by reference and made a part hereof.
2. **Contract Price:** The Contractor will perform the scope of work above for a firm fixed price of **One Hundred Ninety-One Thousand One Hundred Seventy-Six Dollars and Thirteen Cents (\$191,176.13)**, which includes \$15,301.13 in sales tax at an 8.7% rate. This includes all labor and materials for the project. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the contractor will be retained.
3. **Bonds:** Pursuant to RCW 39.08.010, the Contractor shall provide the City a performance bond and payment bond for the full contract amount to be in effect as detailed in the incorporated General Provisions. The City may at its option release the bonds once all the conditions of RCW 39.08.010-1a have been discharged.
4. **Time of Completion:** The Contractor will begin work within forty five (45) calendar days of following the date of the Notice to Proceed, and achieve Physical Completion within One Hundred Twenty (120) calendar days following the date of the Notice to Proceed.
5. **Job Safety:** Contractor shall comply with all Department Labor & Industries and City of Anacortes safety standards.
6. **Contract Requirements:** Contractor must have a contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies.** Forms Needed: 1) Proof of Insurance with Additional Insured Endorsement (see General Provisions); 2) Intent to Pay Prevailing Wage; 3) Affidavit of Wages Paid; 4) Performance Bond; 5) Payment Bond; 6) Certification of Compliance with Wage Payment Statutes.
7. **Contract Documents:** The attached General Provisions, the above referenced Invitation to Bid, and the Contractor's proposal are included in this Contract Agreement.

The Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, in respect of all covenants, agreements, and obligations contained in the Contract Documents.

In Witness Whereof, all portions of the Contract Agreement have been signed or identified by the Owner and Contractor.

Owner:

City of Anacortes

Mayor

Date

Contractor:

Driftwood Construction, LLC

Signature

Printed Name

Date

1. Delivery. Advance coordination of the work shall be made with the Project Manager Jack Kennedy, (360) 293-1932.

2. Subcontracts. The Contractor shall give notice reasonably in advance of placing any subcontract; preferably the Contractor shall identify subcontracts before subcontracted work begins. "Subcontract" means any contract entered into by a Sub-Contractor to furnish supplies or services for performance of the prime Contractor or a Sub-Contractor. 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-Contractor, (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 contract, or
- (3) To relieve the Contractor of any responsibility for performing this Contract.

The Contractor shall give immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any Sub-Contractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the City.

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

4. Invoicing. All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Title, Agreement Number and Price, or Amended Price. The Contractor must invoice **MONTHLY** for quantities delivered during the invoice period. 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. Contractors may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution. The City shall notify the Contractor within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Contractor 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.

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

6. Final Payment: Waiver Of Claim The contractor's acceptance of final payment (excluding withheld retainage) shall constitute a waiver of claims, except those previously and properly made and identified by the contractor as unsettled at the time request for final payment is made.

7. Inspection.

A. Of the Work

All materials furnished and work done shall be subject to inspection. The City Project Manager administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Contractor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Contractor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of the Contract. All material or work approved and later found to be defective shall be replaced without cost to the City.

B. Project Manager's Authority

The Project Manager shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Contractor may appeal to the City Attorney whose decision shall be final. The Contract shall be carried out under the general control of the representative of the City administering the Contract, who may exercise such control over the conduct of the work as may be necessary, in his or her opinion, to safeguard the interest of the City. The Contractor shall comply with any and all orders and instructions given by the representative of the particular Department administering the Contract in accordance with the terms of the Contract. Nothing herein contained, however, shall be taken to relieve the Contractor of his/her obligations or responsibilities under the Contract.

8. Warranty. The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work, including any necessary labor and materials. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving City's written notice of a defect, and shall complete such work within the time stated in the City's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the City's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor. When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by City. In addition, the Contractor shall obtain and submit to the City any necessary documentation to secure any extended manufacturer's warranty and warranty terms. This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the City.

9. Defense and Indemnity Agreement. The Contractor shall defend, indemnify and hold the City, its appointed and elective officers, officials, employees and volunteers harmless from any and all claims, injuries, including death at any time resulting there from, damages, losses or suits including attorney fees, to the extent caused by negligent acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

10. Insurance.

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

B. Extended Coverage for Completed Operations: The Contractor shall maintain Commercial General Liability completed operations coverage for a period of three years following substantial completion of the work for the benefit of the Public Entity by naming the Public Entity an additional insured using Additional Insured-Completed Operations endorsement CG 20 37 10 01 or an endorsements providing at least as broad coverage.

C. No Limitation: The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

D. Minimum Scope of Insurance: The Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. **The City of Anacortes and its officers, elected officials, employees, agents, and volunteers shall be named as an additional insured** under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

E. Minimum Amounts of Insurance: The Contractor shall maintain the following insurance limits:

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

F. Public Entity Full Availability of Contractor Limits: If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess

or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

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

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

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

J. Subcontractors' Insurance: The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

K. Notice of Cancellation: The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

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

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

12. Registered or Licensed Contractor. The City is prohibited by RCW 39.06.010 from executing an Agreement with a Contractor who is not registered or licensed as required by the laws of the state. In addition, 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.

13. Discrimination Prohibited. During the performance of this Agreement, the Contractor and subcontractors 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. Contractor agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

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

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

16. The City's Right to Terminate Agreement.

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

B. Termination for Public Convenience: The City may terminate the 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 Contractor shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work through the date of termination. 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.

17. Changes/Additional Work. The City may engage Contractor to perform services in addition to those listed in this Agreement, and Contractor 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 Contractor 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.

18. 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.

19. Covenant Against Contingent Fees. The Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, 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 Contractor, 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.

20. Disputes

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

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

D. Dispute Resolution: In the event of a dispute between the City and the Contractor arising out of this Agreement, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Contractor 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.

21. 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 Contractor shall have no recourse against the City.

22. 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.

23. Compliance with Laws. The Contractor 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. Contractor will follow all applicable laws and requirements for excavation and disposal of material.

24. 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.

25. Survival of Contract Termination. The provisions of the following paragraphs, the provisions of the non collusion affidavit, and the liability of the Contractor for default during the term of the Contract shall survive, notwithstanding the termination or invalidity of this Contract for any reason: Taxes; Warranty; The City's Right to Terminate Contract; Governing Law; Defense & Indemnity Agreement; Disputes.

26. Notices. 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. Notices shall be sent to the following addresses:

CITY:

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

CONTRACTOR:

Driftwood Construction, LLC
Craig Kennedy
6842 Salmon Beach Rd
Anacortes, WA 98221

27. Performance and Payment Bonds. The City is required by RCW 39.08.010, with limited exceptions, to obtain both a Performance and a Payment bond for each public works project. The City requires separate Performance and Payment bonds for 100% of the contract amount furnished on bond forms standardized by the City Attorney's office. The bonds must meet the following provisions:

- Be for the full amount of the project, including tax.
- Name City of Anacortes as the obligee.
- List the correct Project Name and Project Number.
- Be signed by both the surety (the Attorney in Fact) and the Contractor.
- Be issued by a surety authorized to do business in the State of Washington (listed on the Insurance Commissioners website) and which meets the AM Best Rating required in the Contract Documents. If no requirement exists, a minimum of AM Best Rating A-7 or better will be required.

Release of Bonds

Bonds will not be released until the project has been completed and finally accepted.

Performance Bonds – Performance Bonds will be released at the end of the warranty period or six months after the date

of final acceptance, whichever is later. The City may at its option release the bond once all the conditions of RCW 39.08.010-1a have been discharged.

Payment Bonds – Payment Bonds will be released either 45 days after final acceptance of the project or upon receipt of releases from the Department of Revenue, Department of Employment Security and the Department of Labor and Industries, whichever is later. Release is contingent on the fact that no claims against the bond have been filed prior to the 45 day mark. If claims have been filed against the bond, it will not be released until the claims have been resolved.

Exceptions – On projects \$150,000 and under, the Contractor can, in lieu of providing a performance and payment bond, request to have the City withhold 10% of monies earned on the project for a period of 30 days after final acceptance of the completed work or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. This exception is dependent on pre-approval by the City Attorney, and the City reserves the right to reject requests to waive the bond requirements.

28. Retainage. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the Contractor will be retained. The Contractor may elect to execute a Retainage Bond. The bond must be furnished on a bond form standardized by the City Attorney's office and issued by a surety currently authorized by the State Insurance Commissioner to do business in Washington State. Retainage will be released **45 days after final acceptance**, provided that the following has occurred:

- 1) All liens placed against the project have been released. For projects over \$35,000, releases from the Department of Labor and Industries, Department of Employment Security and the Department of Revenue will also be required.
- 2) Affidavits of Wages paid for the final correct contract amount are approved and on file for the Contractor and any subcontractors.
- 3) Worker's Compensation Premiums for the Contractor and any subcontractors are current.

Note: If the City has approved the Contractor's request to waive the bond requirements, the City will withhold a total of 10% of the monies earned for a period of 30 days after final acceptance of the completed work or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

29. WASHINGTON STATE PREVAILING WAGES

Washington State Prevailing Wages apply to all Work. The Contractor and any of its Subcontractors are required to pay their laborers and mechanics minimum wage in compliance with Washington State Prevailing Wage Laws. Before any payment is made by the City of Anacortes of any sums under this contract, the contractor and each subcontractor must provide the City with a copy of the statement of *Intent to Pay Prevailing Wages* approved by the Washington State Department of Labor and Industries (L&I). Following contract completion, the City will not release any funds retained, according to the provisions of RCW 60.28.010, until the contractor and each subcontractor has provided the City a copy of the *Affidavit of Wages Paid* approved by L&I. L&I provides the wage forms. Payment by the contractor or subcontractor of any fees are incidental to the project and all costs shall be included in other pay items of the project.

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

The State of Washington prevailing wage rates applicable for this public works project, which is located in Skagit County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvwagelookup.aspx>. The prevailing wage schedule in effect for the work under the contract is May 7, 2019. A copy of the applicable prevailing wage rates are also available for viewing at the office of the Owner, located at 904 6th Street, Anacortes, WA. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.

Hunt, Marcia

From: Matson, Tiffany
Sent: Thursday, May 9, 2019 11:52 AM
To: Hunt, Marcia
Subject: Agenda docs change
Attachments: Agenda Bill 19-075-LIB-001.pdf

There was a change made for the Library RFID documents. Here are the updated documents for the packet.

Thank you!

Tiffany Matson

City of Anacortes
Contract Specialist
PO Box 547
Anacortes, WA 98221
360-299-1971
matsont@cityofanacortes.org



City Council Contract Agenda Bill

Meeting Date: 5/13/2019 **Agenda Item:** 5d

Subject: Contract Award - Library RFID Equipment 19-075-LIB-001

Staff Contact: Ruth Barefoot

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 \$56,145.24 to EnvisionWare, Inc. to provide the Library RFID Equipment. The project provides for the purchase and installation of equipment to replace the Library's current RFID equipment including security gates, reader pads, rapid inventory software, and self-checks.

Background:

1. **History:** The Radio Frequency Identification (RFID) equipment and technology maintains the materials inventory in the public library. It keeps track of all the materials that are checked out and in and monitors the security gates at the lobby entry. The current RFID materials handling equipment is outdated and no longer maintained by the vendor that installed and maintained it for more than the last eleven years. Some of the hardware and software is no longer working or adequate for the purpose it was purchased for. To purchase upgrades for the existing system would not be effective because the technology has evolved so much. The new hardware and software equipment purchase would enable not only smooth implementation with our existing technology framework but allow library staff and customers to utilize a more reliable check-in and checkout process. This reliability will translate to staff savings when the customer can reliably perform the task of checking out, and in, their own materials instead of using staff intervention. This staff savings will go directly to teaching customers how to use the self-checks.

Our review team rated that EnvisionWare, Inc. was a top and unanimous choice for the following reasons:

- EnvisionWare is the 2nd largest RFID vendor with a library only market. They serve over 12,000 public libraries.
 - Equipment is attractive and customizable. Checkout/In and account info all in one station is very useful while also providing easy back of house maintenance and seasonal customization.
 - They have all in one media unlocking/checkout stations rather than a clunky add on. This provides a seamless experience for the customer, including the new customer.
 - Agrees to meet all delivery and installation requirements.
 - Technical support done by phone, email or via web.
 - Envisionware's hardware requirements is the most complete of all three vendors.
 - Price and hardware is the best overall value.
 - Provides all installation and training services by full-time experienced staff, not by a third party.
 - Past clients demonstrate excellent track record and company has a solid reputation.
2. **Key Terms:**
 - Total contract price of \$56,145.24 which includes \$4,493.68 in sales tax.
 - all work shall be completed and components fully operational by August 30, 2019
 3. **Competitive Procurement:** Recognizing the unique aspects of computer and telecommunication systems, the legislature established an alternative process for making such purchases. RCW 39.04.270, which is available to all municipalities, allows purchases through use of an alternative competitive negotiation process. On April 15, 2019 the City [solicited proposals](#) for the subject project and by the May 3, 2019 deadline had received 3 proposals. EnvisionWare, Inc. was determined to be the qualified

bidder whose proposal is most advantageous to the City. The evaluation scores are provided as an attachment hereto.

Previous Council/Committee Action: Council previously awarded contract [18-056-LIB-001](#) on [7/2/18](#) to P.V. Supa, Inc. for the same project. [Modification 01](#) for a time extension was executed on 11/9/18. [Modification 02](#) for an additional time extension was executed on 1/7/19. On 3/21/19 the City issued a termination letter on the basis of contractor default by failing to complete the scope of work within the allowed timeframe in the contract.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract 19-075-LIB-001 with EnvisionWare, Inc. in the amount of \$56,145.24 to provide the Library RFID Equipment.

Alternative Actions: Not award the contract

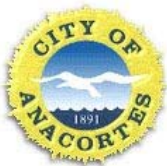
Attachments: Evaluation scores, Contract 19-075-LIB-001

Contractor	EnvisionWare, Inc.
Contract Amount	\$56,145.24
Earmarked Funds	None in 2019; \$60,000 in 2018
BARS #	103.440.572.20.41
Budget Amendment Required?	Yes
Funding Source?	Cash reserves
Start Date	Inception
End Date	8/30/19

LIBRARY RFID EQUIPMENT 19-075-LIB-001

Evaluations of All Responsive Proposers

	Bibliotheca	FE Technologies	Envisionware, Inc.
Ruth Barefoot	85	85	95
Jeff Vogel	75	80	95
Rossy Trejo-Cuevas	85	75	100
JJ Small	80	70	90
average	81.25	77.5	95



CONTRACT 19-075-LIB-001

Between
THE CITY OF ANACORTES
AND
ENVISIONWARE, INC.

LIBRARY RFID EQUIPMENT

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and EnvisionWare, Inc., a private contractor at 2855 Premiere Parkway, Suite A, Duluth, GA 30097 (herein after referred to as "Contractor").

1. **Scope of Work.** The Contractor shall provide materials and perform the services described in Attachment A, attached hereto and incorporated herein by this reference, and in accordance with and as described in the City of Anacortes document entitled "RFP Library RFID Equipment 19-075-LIB-001" issued April 15, 2019 which is hereby incorporated by reference and made a part hereof.

2. **Price.** City shall pay the Contractor according to the sum and schedule described in Attachment A, for a firm fixed price of **Fifty-Six Thousand One Hundred Forty-Five Dollars and Twenty-Four Dollars (\$56,145.24)**, which includes \$4,493.68 at an 8.7% sales tax rate.

3. **Time of Completion.** The Contractor shall begin work upon contract execution, and all work shall be completed and components fully operational by August 30, 2019.

4. **Delivery.** Advance coordination of the work shall be made with the Project Manager Jeffrey Vogel (360)588-8128. The Contractor shall:

- a. Deliver the items specified on the Contract to the Anacortes Public Library, 1220 10th St, Anacortes, WA 98221 (FOB Point), within the time specified by the City. Timely delivery is of the essence to this Contract.
- b. When shipping item(s) to the City, Contractor must ship FOB Destination – Freight Prepaid, and shall obtain shipping insurance for the value of the item(s) through the shipping carrier with pre-approval of and at the cost of the City.
- c. Ensure all deliveries are made on a business day, during business hours (Monday through Friday, except City Council designated holidays, from 8:00 am, to 5:00 pm).
- d. Provide, at no additional charge, any equipment, labor, packaging, crating or padding necessary to load, tie down and unload the item(s) to be delivered, so that they may be transported in a normal, safe manner without damage.
- e. Be liable for all risks for the item(s) until accepted by the City. The Contractor is responsible for any freight charges incurred in delivering the item(s) to the "FOB Point." A representative of the City will sign the Contractor's delivery ticket to acknowledge receipt of the item(s) by the City. Unless the Contractor receives such signature, the City shall not be responsible for the receipt of the item(s). The City retains the right to inspect the delivered item(s) prior to acceptance, and shall not accept item(s) that do not conform to the requirements of this Contract.

5. **Cyber Security.** Contractor must comply with all City of Anacortes cyber security policies and standards, and all access to the City's network must first be approved by the City's Information Systems Manager.

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

7. **Warranty.** Contractor shall warrant all provided materials as described in the RFP Library RFID Equipment 19-075-LIB-001 document and Attachment A.

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

9. **Invoicing.** All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Title, Contract Number and Price, or Amended Price. The Contractor must invoice **MONTHLY** for quantities delivered during the invoice period. 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. Contractors may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution.

The City shall notify the Contractor within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Contractor 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.

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

11. **Final Payment: Waiver Of Claim** the Contractor's acceptance of final payment (excluding withheld retainage) shall constitute a waiver of claims, except those previously and properly made and identified by the Contractor as unsettled at the time request for final payment is made.

12. **Insurance Requirements**

A. **Insurance Term:** The Supplier shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the Public Entity.

B. **No Limitation:** The Supplier's maintenance of insurance as required by the Contract shall not be construed to limit the liability of the Supplier to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

C. **Minimum Scope of Insurance:** The Supplier shall obtain insurance of the type and coverage described below:

Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. **The City of Anacortes and its officers, elected officials, employees, agents, and volunteers shall be named as an additional insured** under the Supplier's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 04 13 or a substitute endorsement providing at least as broad coverage.

D. **Minimum Amounts of Insurance:** The Supplier shall maintain the following insurance limits:

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products liability aggregate limit.

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

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

G. Verification of Coverage: The Supplier shall furnish the Public Entity 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 Supplier before goods, materials or supplies will be accepted by the Public Entity.

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

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

13. Inspection.

A. Of the Work

All materials furnished and work done shall be subject to inspection. The City Project Manager administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Contractor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Contractor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of the Contract. All material or work approved and later found to be defective shall be replaced without cost to the City.

B. Project Manager's Authority

The Project Manager shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Contractor may appeal to the City Attorney whose decision shall be final. The Contract shall be carried out under the general control of the representative of the City administering the Contract, who may exercise such control over the conduct of the work as may be necessary, in his or her opinion, to safeguard the interest of the City. The Contractor shall comply with any and all orders and instructions given by the representative of the particular Department administering the Contract in accordance with the terms of the Contract. Nothing herein contained, however, shall be taken to relieve the Contractor of his/her obligations or responsibilities under the Contract.

14. Defense and Indemnity Contract. The Contractor shall defend, indemnify and hold the City, its appointed and elective officers, officials, employees and volunteers harmless from any and all claims, injuries, including death at any time resulting there from, damages, losses or suits including attorney fees, to the extent caused by negligent acts, errors or omissions of the Contractor in performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

15. Registered or Licensed. The City is prohibited from executing an Agreement with a Contractor who is not registered or licensed as required by the laws of the state. In addition, 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.

16. Discrimination Prohibited. During the performance of this Agreement, the Contractor and subcontractors 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. Contractor agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

17. **Assignment/Subcontract.** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of City. No such written approval shall relieve the Contractor of any obligations of this Contract, and any transferee or subcontractor shall be considered the agent of the Contractor. Contractor shall remain liable as between the original parties to this Contract as if no such assignment had occurred.

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

19. **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.

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

21. The City's Right to Terminate Contract.

A. Termination for Default

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

B. Termination for Public Convenience

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

22. **Changes/Additional Work.** The City may engage Contractor to perform services in addition to those listed in this Contract, and Contractor 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

Contract. 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 Contractor to render or the City to pay for services rendered in excess of the Scope of Services unless or until a modification to this Contract is approved in writing by both parties.

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

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

25. **Disputes**

A. **General**

Differences between the Contractor and the City, arising under and by virtue of this Contract 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 Contract.

B. **Notice of Potential Claims**

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

C. **Detailed Claim**

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

D. **Dispute Resolution**

In the event of a dispute between the City and the Contractor arising out of this Contract, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Contractor to have oversight over the administration of this Contract. Said representatives shall meet within thirty (30) calendar days of receipt of detailed claim, and the parties shall make a good faith effort to achieve a resolution of the dispute.

In the event the parties are unable to resolve the dispute under the procedure set forth above, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties.

If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies.

26. **Force Majeure**. Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. Notification: If either party is delayed by force majeure, said party shall provide

written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract. Rights Reserved: The City reserves the right to cancel the Contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the City.

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

28. **Compliance with Laws.** The Contractor in the performance of this Contract 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 Contract to assure quality of services.

29. **Severability.** If any term or condition of this Contract 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 Contract are declared severable.

30. **Survival of Contract Termination.** The provisions of the following paragraphs and the liability of the Contractor for default during the term of the Contract shall survive, notwithstanding the termination or invalidity of this Contract for any reason: Taxes; Warranty; The City's Right to Terminate Contract; Governing Law; Defense & Indemnity; Disputes.

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

CITY:

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

CONTRACTOR:

EnvisionWare, Inc.
Michael J. Monk
2855 Premiere Parkway, Suite A
Duluth, GA 30097

32. **WASHINGTON STATE PREVAILING WAGES**

Washington State Prevailing Wages apply to all Work. The Contractor and any of its Subcontractors are required to pay their laborers and mechanics minimum wage in compliance with Washington State Prevailing Wage Laws. Before any payment is made by the City of Anacortes of any sums under this contract, the contractor and each subcontractor must provide the City with a copy of the statement of *Intent to Pay Prevailing Wages* approved by the Washington State Department of Labor and Industries (L&I). Following contract completion, the City will not release any funds retained, according to the provisions of RCW 60.28.010, until the contractor and each subcontractor has provided the City a copy of the *Affidavit of Wages Paid* approved by L&I. L&I provides the wage forms. Payment by the contractor or subcontractor of any fees are incidental to the project and all costs shall be included in other pay items of the project.

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

The State of Washington prevailing wage rates applicable for this public works project, which is located in Skagit County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvwagelookup.aspx>. The prevailing wage schedule in effect for the work under the contract is 5/3/19. A copy of the applicable prevailing wage rates are also available for viewing at the office of the Owner, located at 904 6th Street, Anacortes, WA. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.

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

CITY OF ANACORTES

ENVISIONWARE, INC.

By _____
Laurie Gere, Mayor

By _____
Signature

Date _____

Printed Name

Title _____

Date _____

ATTACHMENT A

COST SUMMARY

Bid Item	Quantity		Price Each	Total Price
Components				
1	1	Customer Self-Service Desk Model	\$3,500.00	\$3,500.00
2	2	Customer Self-Service Free-Standing Model	\$4,550.00	\$9,100.00
3	1	Interior Self-Return Kiosk	\$5,200.00	\$5,200.00
4	5	RFID Reader Pads With Software	\$475.00	\$2,375.00
5	1	Security Gate (One Door Entrance/Exit – Three Pedestals)	\$6,495.00	\$6,495.00
6	1	Rapid Inventory Software and Hardware	\$3,435.00	\$3,435.00
7	1	Small Library Edition Envisionware RFID Inclusive Site License	\$3,970.00	\$3,970.00
8	1	FOB Destination – Freight Prepaid Shipping	\$1,917.56	\$1,917.56
Implementation Services				
8	1	Project Management and Planning	\$ Included	\$ Included
10	1	Testing	\$ Included	\$ Included
11	1	Guarantees and Warranties	\$ Included	\$ Included
12	1	Interfaces	\$ Included	\$ Included
13	1	Installation/Configuration	\$2,475.00	\$2,475.00
14	1	Training and Documentation	\$ Included	\$ Included
15	1	Technical Consultation and Software Support	\$ Included	\$ Included
Ongoing Costs - Provide cost for annual maintenance agreement after first year. Indicate any multi-year discount. Costs should be provided for up to 5 years.				
16	1	Software and Licenses	\$3,296.00	\$13,184.00
17	1	Upgrades and Updates	\$ Included	\$ Included
18	1	Maintenance and Repairs	\$ Included	\$ Included
19	1	Warranties	\$ Included	\$ Included
20	1	Technical Consultation and Software Support	\$ Included	\$ Included
*NOTE: Annual Maintenance for years 2-5, at a total cost of \$13,184, would be discounted by 10% if the library pays for those years at contract signing or Purchase order submission.			Sub-Total	\$51,651.56
			8.7% Sales Tax	\$4,493.68
			Total	\$56,145.24

Prices submitted shall be firm for the term of the agreement period. Total price should include sales tax, and delivery and shipping of all items F.O.B. to the Anacortes Public Library, 1220 10th St, Anacortes, WA 98221.



City Council Contract Agenda Bill

Meeting Date: 5/13/2019 **Agenda Item:** 5e

Subject: Contract Modification – Pilot-Scale & Full-Scale Testing for WTP Filters
Re-Rating Assistance 17-110-WTR-001

Staff Contact: Fred Buckenmeyer

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

Action Type: Contract Modification

Summary Statement: City staff seeks Council consent to issue a contract modification to HDR Engineering, Inc. in the amount of \$28,197.50, increasing the total contract price from \$27,000.00 to \$55,197.50, to increase the scope of work to include additional Department of Health (DOH) required endospore studies to demonstrate the required log removal at higher flow rates. These requirements have resulted in writing new sample plans for cold water and warm water analysis pilot studies as well as full scale testing. These additional requirements have increased HDR's scope to support the project. The modification allows for project completion with an expected re-rating approval from DOH at a higher filtration rate.

Background:

1. **Reason for Contract Change:** The city has been working with HDR on increasing the filter capacity of our existing 8 high rate filters through a re-rating process with the Department of Health (DOH). Through this process, DOH has required the city to conduct endospore studies to demonstrate the required log removal at higher flow rates. These requirements have resulted in writing new sample plans for cold water and warm water analysis pilot studies as well as full scale testing. These additional requirements have increased HDR's scope to support the project. The modification requested will allow us to finish the project with an expected re-rating approval from DOH at a higher filtration rate.
2. **History:** The re-rating is needed in order to increase the WTP's current capacity of 6 GPM per square foot. This will allow us to increase our capacity to meet future flow demands. The study evaluates current filter media depths to determine if additional flows can be treated or if the filters will need to have additional media added to meet future demands.
3. **Key Terms:** increase of \$28,197.50, increase of 121 days to the term of agreement.
4. **Competitive Bidding:** Per RCW 39.80 this engineering consultant was selected from the City's MRSC Architectural, Landscape Architectural, and Engineering Service Roster to provide a proposal for this scope of work, after which a price was negotiated.

Previous Council/Committee Action: The [original contract](#) was fully executed by the Mayor on 10/2/17. [Modification 01](#) was fully executed by the Mayor on 2/7/19.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract modification with HDR Engineering, Inc., under Contract 17-110-WTR-001, in the amount of \$28,197.50, increasing the total contract price to \$55,197.50.

Alternative Actions: N/A

Attachments: Contract 17-110-WTR-001 Modification 02

Consultant	HDR Engineering, Inc.
Original Agreement Amount	\$27,000.00
Modification 1 executed 2/7/19	\$0
Current Agreement Amount	\$27,000.00
Change Per this Modification	\$28,197.50
Total After Modification	\$55,197.50
Earmarked Funds	\$106,600.00 (Professional Services)
BARS #	401.730.534.10.41
Paid on Contract as of 5/3/19	\$2,658.85
Budget Amendment Required?	No
Start Date	Inception
End Date	4/30/20



Contract Number 17-110-WTR-001
MODIFICATION 02

Date May 14, 2019
Page 1 of 1 Pages

Project Title Pilot-Scale & Full-Scale Testing for WTP Filters Re-Rating Assistance
Prime Contractor HDR Engineering, Inc.

BACKGROUND

This modification increases the scope of work to include additional Department of Health (DOH) required endospore studies to demonstrate the required log removal at higher flow rates. These requirements have resulted in writing new sample plans for cold water and warm water analysis pilot studies as well as full scale testing. These additional requirements have increased HDR's scope to support the project. The modification allow for project completion with an expected re-rating approval from DOH at a higher filtration rate. The contract price will increase from \$27,000.00 by \$28,197.50 to \$55,197.50. In addition, the period of performance is extended to allow for the completion of the additional work.

Accordingly, the following changes are incorporated under this contract:

Article 1. Scope of Work: Insert the following second paragraph:

"In addition to the services described above, the Consultant shall perform the services described in attached Exhibit D; an Exhibit under Modification 02 which is hereby incorporated by reference and made a part hereof."

Article 2. Price: Delete in its entirety and insert the following:

"The work performed under this Agreement shall be performed on a time-and-materials (T&M) basis up to a not-to-exceed price of **Fifty-Five Thousand One Hundred Ninety-Seven Dollars and Fifty Cents (\$55,197.50)**. Payment terms are set forth in Article 4, Payment Terms."

Article 3. Period of Performance: Delete in its entirety and insert the following:

"The period of performance is from inception through April 30, 2020."

All other terms of the contract remain unchanged.

CITY OF ANACORTES

HDR ENGINEERING, INC.

By _____
Laurie Gere, Mayor

By _____
Signature

Date _____

Printed Name _____

Title _____

Date _____

Original Agreement Amount	<u>\$27,000.00</u>	Original Contract Completion Date	<u>12/31/18</u>
Current Agreement Amount	<u>\$27,000.00</u>	Current Contract Completion Date	<u>12/31/19</u>
Change Per this Modification	<u>\$28,197.50</u>	Net Change	<u>121 Days</u>
Total After Modification	<u>\$55,197.50</u>	Contract Completion Date After Change	<u>4/30/20</u>

**CITY OF ANACORTES CONTRACT 17-110-WTR-001
EXHIBIT D**

**City of Anacortes – Phase 2 Pilot-Scale and Full-Scale Testing for
Filters Re-rating Assistance
Task Order 17-110-WTR-001**

Contract Amendment

April 2019

Task 1 – Phase 2 Pilot-Scale and Full-Scale Testing for Filters Re-rating Assistance

Objective

Design and assist the City with carrying out a testing program to enable the City to demonstrate and obtain DOH approval for operating at filtration loading rates at or greater than the design loading rate necessary to achieve the WTP production capacity of 42 MGD.

Additional HDR Services

- Additional coordination and communications with the City and the Department of Health (DOH) for developing the testing objectives and methods.
- Per DOH request, prepare an interim summary report of the results for Warm-Water Pilot Filter Testing conducted in August 2018.
- Prepare for and participate in a filters re-rating objectives meeting with DOH and the City in October 2018.
- Per DOH requirements resulting from the October 2018 meeting, prepare a testing plan for pilot-scale cold-water testing for DOH review and approval. Address questions from DOH on the testing plan.
- Assist the City with execution of the cold-water pilot testing that was carried on in January / February 2019.
- Compile and evaluate the data from the cold-water pilot testing.
- Add the cold-water pilot testing description, data, and analysis to the Pilot Filter Testing Report.
- Per subsequent DOH requirements, prepare a cold-water full-scale filters demonstration testing plan.
- Prepare the full-scale filters demonstration testing plan to include the cold-water demonstration testing.

City Responsibilities

- Review and provide input for the cold-water pilot testing plan and methods.
- Procure the necessary analytical equipment to be used for pilot testing, including turbidimeters, particle counters, and sample vessels.
- Conduct the cold-water pilot-scale tests per the testing plan with assistance from HDR, as required.

Assumptions

- This Additional Scope of Services covers activities and deliverables associated with the Phase 2 pilot-scale testing program beginning in October 2018.
- WTP operations staff will operate the pilot unit and perform routine data collection for all tests. Raw data will be recorded and downloaded to MS Excel files for transmittal to HDR.
- The full-scale demonstration tests will be conducted after the completion and approval by DOH of the pilot-scale testing report. The full-scale demonstration testing will include a testing phase in May 2019 and a cold-water testing phase during the winter of 2019/2020.

Deliverables

- Phase 2 Warm-Water Pilot Filter Testing results - interim summary report.
- Phase 2 Cold-Water Pilot Filter Testing Plan.
- Expanded Phase 2 Filter Re-rating Pilot Test Report to include cold-water testing results.
- Responses to questions from DOH on any of the testing plans or reports.

All deliverables will be submitted electronically in MS Word format.

Time of Contract

The anticipated time of the contract to complete the scope of services, as amended herein, is April 30, 2020.

Amended Fee Estimate

The fee estimate for the amended scope of services described above is shown in the table below.

Task	Labor	Expenses	Total
Previous Authorized Fee	\$25,569.50	\$1,430.50	\$27,000.00
Amendment Fee	\$27,169.00	\$1,028.50	\$28,197.50
Total Amended Fee	\$55,197.50		



City Council Contract Agenda Bill

Meeting Date: 5/13/2019 **Agenda Item:** 5f

Subject: Resolution 2041 – Rejecting All Bids for the Senior Center Metal Roof Installation 19-066-FAC-001

Staff Contact: Fred Buckenmeyer

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

Action Type: Resolution

Summary Statement: City staff seeks City Council adoption of Resolution 2041 to reject all bids the City received for the Senior Center Metal Roof Installation 19-066-FAC-001, pursuant to RCW 35.23.352. The lowest bid received was substantially higher than the original project estimate and exceeds budgeted available funding.

Background:

The senior center roofing project was previously budgeted in 2018 with a cost estimate based on replacement of the existing conventional asphalt type roof. On City Council recommendation the project was bid in 2019 as a metal roof. On March 29, 2019 an Invitation to Bid was sent out through the Small Works Roster procedures to all contractors on the category list (approximately 150). The procurement process met the City's requirements under RCW 39.04.155 and the COA Purchasing Policy. By the April 16, 2019 deadline we received 4 bids, with the lowest bid being \$176,094.00. The City has \$150,000 in the 2019 budget for the Senior Center roof replacement.

Staff anticipates employing a contractor to fully inspect and evaluate the roof and prepare a more detailed scope of work for the contract. Based on the inspection and revised cost estimates staff anticipates bringing the project forward in 2020. The project and funding are currently not in the 2020 budget so a budget amendment will be necessary at a later date.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that the Resolution 2041 be adopted to reject all bids for the Senior Center Metal Roof Installation 19-066-FAC-001, pursuant to RCW 35.23.352.

Alternative Actions: Not adopt this resolution; Ask staff to present a contract for approval

Attachments: Resolution 2041

CITY OF ANACORTES
RESOLUTION NO. 2041

A RESOLUTION of the City of Anacortes, Washington, rejecting all bids for bid number 19-066-FAC-001: Senior Center Metal Roof Installation.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, AS FOLLOWS:

Section 1. Recitals and Findings. The City Council of the City of Anacortes hereby makes the following findings:

- 1.1 The City of Anacortes has an identified capital improvement public works project for the replacement of the Senior Activity Center roof.
- 1.2 The City solicited bids for this capital improvement public works project in accordance with competitive bid requirements set forth under RCW 39.04.155 Small Works Roster Contract Procedures, identified as Bid Number 19-066-FAC-001, and on April 16, 2019 four bids were received by the City.
- 1.3 The lowest responsive, responsible bid received substantially exceeded the original estimate and the budgeted available funding for the project.
- 1.4 Pursuant to RCW 35.23.352, the City Council may, by resolution, reject all bids.

Section 2. Bids Rejected. Based on the Recitals and Findings above, the City Council hereby rejects all bids received for bid number 19-066-FAC-001: Senior Center Metal Roof Installation.

Section 3. Ratification and Confirmation. Any actions of the City or its officers prior to the date hereof and consistent with the terms of this Resolution are ratified and confirmed.

Section 4. Effective Date. This Resolution shall be in full force and effect from the after its adoption and approval.

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this 13th day of May 2019.

Laurie Gere, Mayor

ATTEST:

APPROVED AS TO FORM:

Steven D. Hoglund, City Clerk/Treasurer

Darcy Swetnam, City Attorney



City Council Contract Agenda Bill

Meeting Date: 5/13/2019 **Agenda Item:** 5g

Subject: Contract Award - Haddon Road Waterline Project #19-091-WTR-001

Staff Contact: Fred Buckenmeyer

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

Action Type: Contract Award

Summary Statement: City staff seeks Council consent to issue a contract to C Johnson Construction, Inc. in the amount of \$58,230.59 to perform the Haddon Road Waterline Project. This project provides for the materials, equipment, labor, and related items necessary to install approximately 300 LF of 10" ductile iron water main, make tie-ins to the existing water system, installing an owner supplied hydrant assembly, other work.

Background:

1. **History:** The existing 10" watermain on Haddon Road currently dead-ends approximately 300 ft. west of Whistle Lake Road. Recent water system modeling discovered that fire flows in this area are inadequate. These fire flows would improve significantly by extending this 10 watermain to the newly installed 8" watermain on Whistle Lake Road. A new fire hydrant will also be installed as part of this project. This improvement would also benefit water quality in this area, as we would be eliminating a dead end watermain.
2. **Key Terms:**
 - The work under this Agreement shall be performed for a firm fixed price of \$58,230.59, which includes \$4,660.59 in 8.7% sales tax.
 - The Contractor shall complete the work by June 30, 2019.
3. **Competitive Bidding:** The estimated project cost is under the City's bid threshold for a multiple craft project. As such, the Project Manager researched available contractors and decided to select C Johnson Construction, Inc. for this project.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract 19-091-WTR-001 with C Johnson Construction, Inc. in the amount of \$58,230.59.00 to perform the Haddon Road Waterline Project.

Alternative Actions: Not approve the contract

Attachments: Contract 19-091-WTR-001

Contractor	C Johnson Construction, Inc.
Contract Amount	\$58,230.59.00
Earmarked Funds	\$833,000.00
BARS #	401.000.594.34.63
Budget Amendment Required?	No
Start Date	Inception
End Date	6/30/19



CONTRACT 19-091-WTR-001
AGREEMENT WITH
C JOHNSON CONSTRUCTION, INC.

This contract agreement is between the City of Anacortes, Washington, a Municipal Corporation and C Johnson Construction, Inc., a private contractor at 3080 NE Halyard Ln, Ste C, Oak Harbor, WA 98277.

PROJECT
HADDON ROAD WATERLINE PROJECT

1. **Scope of Work:** Contractor shall furnish all materials, equipment, labor, and related items necessary to install approximately 300 LF of 10" ductile iron water main, make tie-ins to the existing water system, installing an owner supplied hydrant assembly, other work, all in accordance with the attached Contract Plans. Work is subject to the 2018 City of Anacortes Engineering Standards, which is hereby incorporated by reference and made a part hereof.
2. **Contract Price:** The Contractor will perform the scope of work above for a firm fixed price of **Fifty-Eight Thousand Two Hundred Thirty Dollars and Fifty-Nine Cents (\$58,230.59)**, which includes \$4,660.59 in 8.7% sales tax, as detailed in Exhibit A, which is hereby incorporated by reference and made a part hereof. This includes all labor and materials for the project. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the contractor will be retained.
3. **Bonds:** Pursuant to RCW 39.08.010, the Contractor shall provide the City a performance bond and payment bond for the full contract amount to be in effect as detailed in the incorporated General Provisions. The City may at its option release the bonds once all the conditions of RCW 39.08.010-1a have been discharged.
4. **Time of Completion:** The Contractor shall complete the work by June 30, 2019.
5. **Job Safety:** Contractor shall comply with all Department Labor & Industries and City of Anacortes safety standards.
6. **Contract Requirements:** Contractor must have a contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies.** Forms Needed: 1) Proof of Insurance with Additional Insured Endorsement (see General Provisions); 2) Intent to Pay Prevailing Wage; 3) Affidavit of Wages Paid; 4) Performance Bond; 5) Payment Bond; 6) Certification of Compliance with Wage Payment Statutes.
7. **Contract Documents:** The attached General Provisions, Exhibit A, Contract Plans, and 2018 City of Anacortes Engineering Standards are included in this Contract Agreement.

The Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, in respect of all covenants, agreements, and obligations contained in the Contract Documents.

In Witness Whereof, all portions of the Contract Agreement have been signed or identified by the Owner and Contractor.

Owner:

City of Anacortes

Mayor

Date

Contractor:

C Johnson Construction, Inc.

Signature

Printed Name

Date

Contractor License #

1. Delivery. Advance coordination of the work shall be made with the Project Manager Jeff Beltramini, (360) 299-1936.

2. Subcontracts. The Contractor shall give notice reasonably in advance of placing any subcontract; preferably the Contractor shall identify subcontracts before subcontracted work begins. "Subcontract" means any contract entered into by a Sub-Contractor to furnish supplies or services for performance of the prime Contractor or a Sub-Contractor. 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-Contractor, (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 contract, or
- (3) To relieve the Contractor of any responsibility for performing this Contract.

The Contractor shall give immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any Sub-Contractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the City.

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

4. Invoicing. All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Title, Agreement Number and Price, or Amended Price. The Contractor must invoice **MONTHLY** for quantities delivered during the invoice period. 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. Contractors may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution. The City shall notify the Contractor within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Contractor 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.

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

6. Final Payment: Waiver Of Claim The contractor's acceptance of final payment (excluding withheld retainage) shall constitute a waiver of claims, except those previously and properly made and identified by the contractor as unsettled at the time request for final payment is made.

7. Inspection.

A. Of the Work

All materials furnished and work done shall be subject to inspection. The City Project Manager administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Contractor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Contractor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of the Contract. All material or work approved and later found to be defective shall be replaced without cost to the City.

B. Project Manager's Authority

The Project Manager shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Contractor may appeal to the City Attorney whose decision shall be final. The Contract shall be carried out under the general control of the representative of the City administering the Contract, who may exercise such control over the conduct of the work as may be necessary, in his or her opinion, to safeguard the interest of the City. The Contractor shall comply with any and all orders and instructions given by the representative of the particular Department administering the Contract in accordance with the terms of the Contract. Nothing herein contained, however, shall be taken to relieve the Contractor of his/her obligations or responsibilities under the Contract.

8. Warranty. The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work, including any necessary labor and materials. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving City's written notice of a defect, and shall complete such work within the time stated in the City's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the City's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor. When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by City. In addition, the Contractor shall obtain and submit to the City any necessary documentation to secure any extended manufacturer's warranty and warranty terms. This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the City.

9. Defense and Indemnity Agreement. The Contractor shall defend, indemnify and hold the City, its appointed and elective officers, officials, employees and volunteers harmless from any and all claims, injuries, including death at any time resulting there from, damages, losses or suits including attorney fees, to the extent caused by negligent acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

10. Insurance.

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

B. No Limitation: The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance: The Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. **The City of Anacortes and its officers, elected officials, employees, agents, and volunteers shall be named as an additional insured** under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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

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

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

F. Other Insurance Provision: The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-

insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

I. Subcontractors' Insurance: The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

J. Notice of Cancellation: The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

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

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

12. Registered or Licensed Contractor. The City is prohibited by RCW 39.06.010 from executing an Agreement with a Contractor who is not registered or licensed as required by the laws of the state. In addition, 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.

13. Discrimination Prohibited. During the performance of this Agreement, the Contractor and subcontractors 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. Contractor agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

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

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

16. The City's Right to Terminate Agreement.

A. Termination for Default: If the Contractor 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 Contractor 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 Contractor shall not be entitled to receive any further payments under the Agreement until the Scope of Services under this Agreement has been fully performed. Any extra cost or damage to the City resulting from

such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

B. Termination for Public Convenience: The City may terminate the 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 Contractor shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work through the date of termination. 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.

17. Changes/Additional Work. The City may engage Contractor to perform services in addition to those listed in this Agreement, and Contractor 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 Contractor 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.

18. 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.

19. Covenant Against Contingent Fees. The Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, 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 Contractor, 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.

20. Disputes

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

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

D. Dispute Resolution: In the event of a dispute between the City and the Contractor arising out of this Agreement, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Contractor 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.

21. 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 Contractor shall have no recourse against the City.

22. 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.

23. Compliance with Laws. The Contractor 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. Contractor will follow all applicable laws and requirements for excavation and disposal of material.

24. 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.

25. Survival of Contract Termination. The provisions of the following paragraphs, the provisions of the non collusion affidavit, and the liability of the Contractor for default during the term of the Contract shall survive, notwithstanding the termination or invalidity of this Contract for any reason: Taxes; Warranty; The City's Right to Terminate Contract; Governing Law; Defense & Indemnity Agreement; Disputes.

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

CITY:

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

CONTRACTOR:

C Johnson Construction, Inc.
Corey Johnson
3080 NE Halyard Ln, Ste C
Oak Harbor, WA 98277

27. Performance and Payment Bonds. The City is required by RCW 39.08.010, with limited exceptions, to obtain both a Performance and a Payment bond for each public works project. The City requires separate Performance and Payment bonds for 100% of the contract amount furnished on bond forms standardized by the City Attorney's office. The bonds must meet the following provisions:

- Be for the full amount of the project, including tax.
- Name City of Anacortes as the obligee.
- List the correct Project Name and Project Number.
- Be signed by both the surety (the Attorney in Fact) and the Contractor.
- Be issued by a surety authorized to do business in the State of Washington (listed on the Insurance Commissioners website) and which meets the AM Best Rating required in the Contract Documents. If no requirement exists, a minimum of AM Best Rating A-7 or better will be required.

Release of Bonds

Bonds will not be released until the project has been completed and finally accepted.

Performance Bonds – Performance Bonds will be released at the end of the warranty period or six months after the date of final acceptance, whichever is later. The City may at its option release the bond once all the conditions of RCW 39.08.010-1a have been discharged.

Payment Bonds – Payment Bonds will be released either 45 days after final acceptance of the project or upon receipt of releases from the Department of Revenue, Department of Employment Security and the Department of Labor and Industries, whichever is later. Release is contingent on the fact that no claims against the bond have been filed prior to the 45 day mark. If claims have been filed against the bond, it will not be released until the claims have been resolved.

Exceptions – On projects \$150,000 and under, the Contractor can, in lieu of providing a performance and payment bond, request to have the City withhold 10% of monies earned on the project for a period of 30 days after final acceptance of

the completed work or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. This exception is dependent on pre-approval by the City Attorney, and the City reserves the right to reject requests to waive the bond requirements.

28. Retainage. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the Contractor will be retained. The Contractor may elect to execute a Retainage Bond. The bond must be furnished on a bond form standardized by the City Attorney's office and issued by a surety currently authorized by the State Insurance Commissioner to do business in Washington State. Retainage will be released **45 days after final acceptance**, provided that the following has occurred:

- 1) All liens placed against the project have been released. For projects over \$35,000, releases from the Department of Labor and Industries, Department of Employment Security and the Department of Revenue will also be required.
- 2) Affidavits of Wages paid for the final correct contract amount are approved and on file for the Contractor and any subcontractors.
- 3) Worker's Compensation Premiums for the Contractor and any subcontractors are current.

Note: If the City has approved the Contractor's request to waive the bond requirements, the City will withhold a total of 10% of the monies earned for a period of 30 days after final acceptance of the completed work or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

29. WASHINGTON STATE PREVAILING WAGES

Washington State Prevailing Wages apply to all Work. The Contractor and any of its Subcontractors are required to pay their laborers and mechanics minimum wage in compliance with Washington State Prevailing Wage Laws. Before any payment is made by the City of Anacortes of any sums under this contract, the contractor and each subcontractor must provide the City with a copy of the statement of *Intent to Pay Prevailing Wages* approved by the Washington State Department of Labor and Industries (L&I). Following contract completion, the City will not release any funds retained, according to the provisions of RCW 60.28.010, until the contractor and each subcontractor has provided the City a copy of the *Affidavit of Wages Paid* approved by L&I. L&I provides the wage forms. Payment by the contractor or subcontractor of any fees are incidental to the project and all costs shall be included in other pay items of the project.

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

The State of Washington prevailing wage rates applicable for this public works project, which is located in Skagit County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvwagelookup.aspx>. The prevailing wage schedule in effect for the work under the contract will be the one in effect on the Contractor's first working day. A copy of the applicable prevailing wage rates are also available for viewing at the office of the Owner, located at 904 6th Street, Anacortes, WA. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.

Exhibit A**HADDON ROAD WATERLINE PROJECT
BID PROPOSAL
19-091-WTR-001****BID SCHEDULE
HADDON ROAD WATERLINE PROJECT
19-091-WTR-001**

The work provided for this project will include all costs associated with the installation of approximately 300 LF of 10" ductile iron water main, make tie-ins to the existing water system, installing an owner supplied hydrant assembly, other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

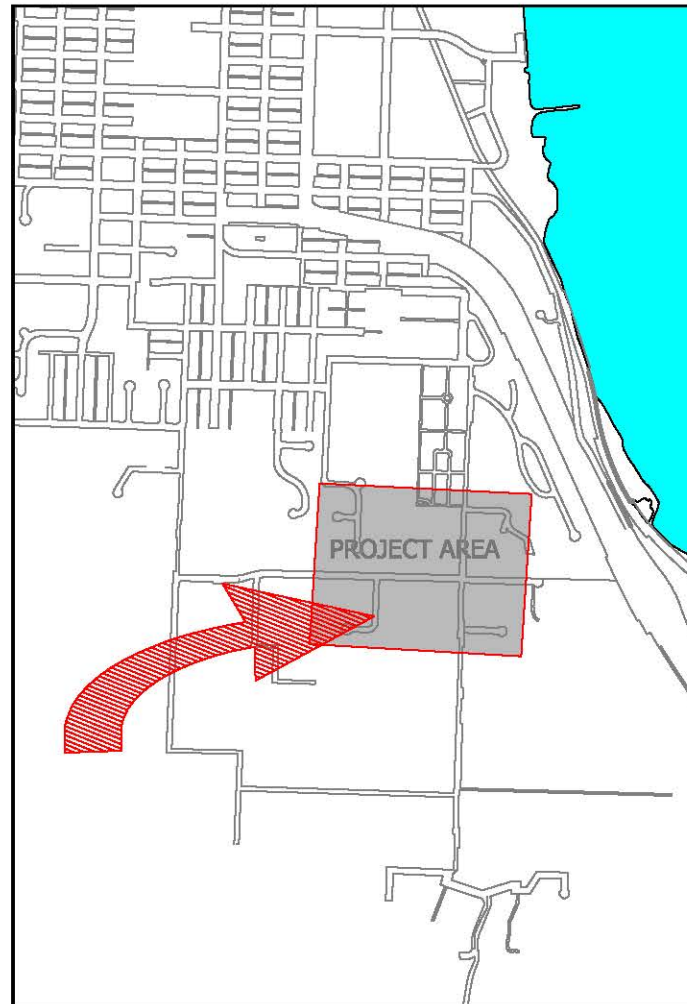
ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
1	1	LS	MINOR CHANGES 1-04.4(1)	\$5,000.00 Allowance	\$5,000.00
2	1	LS	TEMPORARY EROSION/ WATER POLLUTION CONTROL 8-01.5	At \$ <u>400.00</u> Per Lump Sum	\$ <u>400.00</u>
3	1	LS	PROJECT TEMPORARY TRAFFIC CONTROL 1-10.5	At \$ <u>1250.00</u> Per Lump Sum	\$ <u>1250.00</u>
4	1	LS	TREE REMOVAL	At \$ <u>3725.00</u> Per Lump Sum	\$ <u>3725.00</u>
5	300	LF	DUCTILE IRON PIPE CL 50 10 IN. DIAM. 7-09.5	At \$ <u>111.00</u> Per Linear Foot	\$ <u>33,300.00</u>
6	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 3	At \$ <u>4985.00</u> Per Lump Sum	\$ <u>4985.00</u>
7	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 4	At \$ <u>3785.00</u> Per Lump Sum	\$ <u>3785.00</u>
8	1	LS	ROADSIDE RESTORATION (TOP SOIL & SEEDING)	At \$ <u>725.00</u> Per Lump Sum	\$ <u>725.00</u>
9	1	LS	CUSTOMER NOTIFICATION	At \$ <u>400.00</u> Per Lump Sum	\$ <u>400.00</u>
SUBTOTAL					\$ <u>63,570.00</u>



CITY OF ANACORTES

HADDON ROAD WATERLINE

#19-091-WTR-001



INDEX OF SHEETS

SHEET NO.	DESCRIPTION
COVER	Title, Vicinity Map, Index
C-01	Haddon Road - 10" Waterline

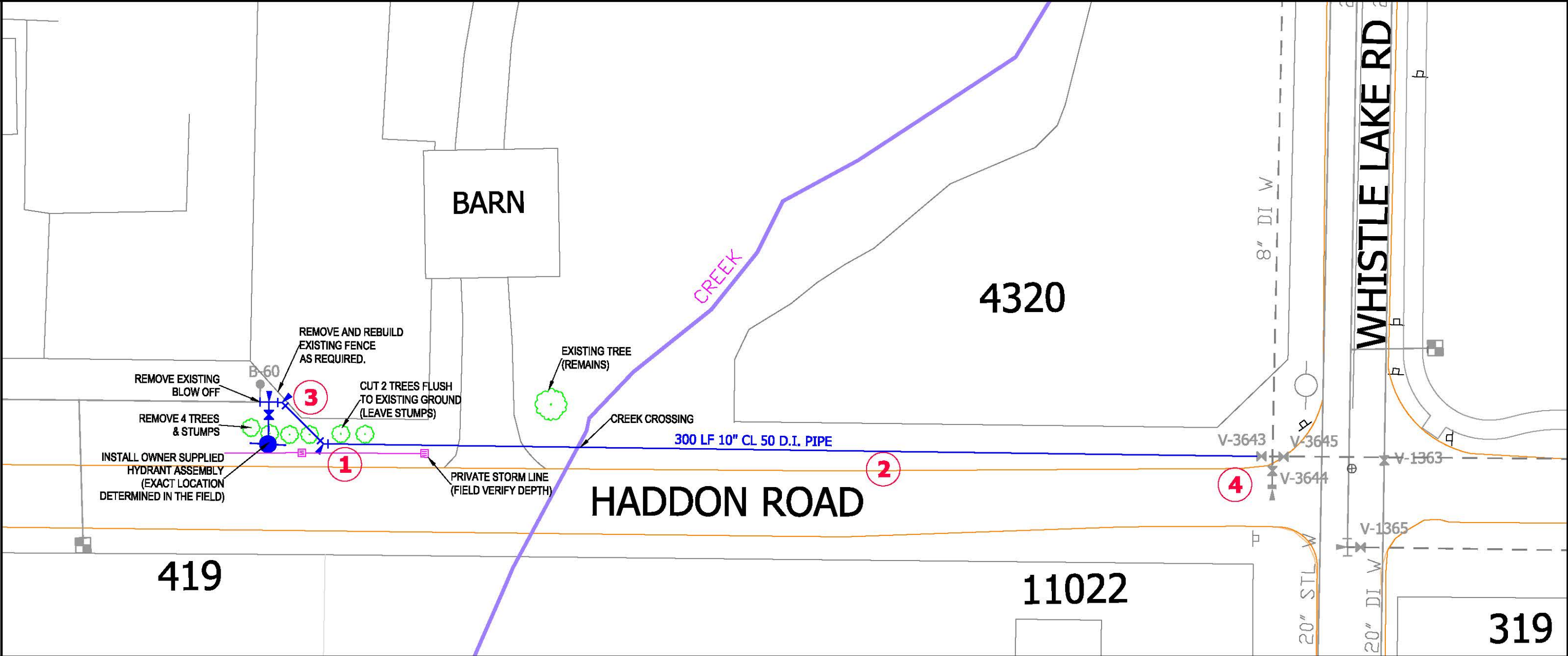
Construction Drawings
MAY 2019

GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING ALL UTILITIES LOCATED PRIOR TO, AND AS REQUIRED, FOR CONSTRUCTION.
2. THE CONTRACTOR SHALL SUBMIT A PROJECT TEMPORARY TRAFFIC CONTROL PLAN PRIOR TO CONSTRUCTION FOR CITY APPROVAL.
3. THE CONTRACTOR SHALL SUBMIT AN EROSION CONTROL PLAN TO THE PROJECT MANAGER FOR CITY APPROVAL AT THE SCHEDULED PRE-CONSTRUCTION MEETING.
4. THE CONTRACTOR SHALL INSTALL ALL MATERIALS AND MAKE CONNECTIONS TO EXISTING STRUCTURES AND PIPES PER THE WSDOT 2018 STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION, THE CURRENT CITY OF ANACORTES ENGINEERING STANDARDS AND MANUFACTURER'S RECOMMENDATIONS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING THE LOCATIONS AND DEPTHS OF EXISTING UTILITIES, THE CROSSING OF OR TIE-IN LOCATIONS TO EXISTING WATER PIPES, EXISTING PIPE TYPES & SIZES, AND ELEVATIONS PRIOR TO CONSTRUCTION & ORDERING MATERIALS. ANY POTHOLING OF EXISTING UTILITIES SHALL BE APPROVED BY THE PROJECT MANAGER AND PAID FOR UNDER BID ITEM #6 - "POTHOLE EXISTING UNDERGROUND UTILITY."
6. ALL WATER VALVES TO BE SHUT FOR TIE-INS SHALL BE DONE BY A CITY OF ANACORTES REPRESENTATIVE UNLESS OTHERWISE DIRECTED.
7. DISINFECTION OF ALL WATER MAINS SHALL COMPLY WITH ANSI/AWWA C651-14.
8. ALL TIE-INS SHALL BE MADE AFTER DISINFECTION, TESTING & ACCEPTANCE FROM THE CITY.
9. THE CONTRACTOR SHALL DECHLORINATE FLUSH WATER BEFORE DISPOSAL.
10. ALL MECHANICAL JOINT FITTINGS SHALL BE RESTRAINED BY MEGA LUG OR AN APPROVED EQUAL.
11. ALL INSTALLED STANDARD BELL WATER PIPE SHALL BE RESTRAINED BY FIELD LOCK GASKETS.
12. THE ADJUSTMENT TO GRADE OF NEW VALVE CANS SHALL BE CONSIDERED INCIDENTAL TO OTHER WORK AND NO SEPARATE PAYMENT WILL BE MADE.
13. THE WATERLINE TRENCH SHALL BE DEFINED AS BEING 3-FOOT WIDE UNLESS OTHERWISE DIRECTED BY THE PROJECT MANAGER.
14. CONTROLLED DENSITY BACKFILL SHALL BE INSTALLED AS DIRECTED BY THE PROJECT MANAGER.
15. THE CONTRACTOR SHALL GIVE THE CITY OF ANACORTES A MINIMUM ADVANCED NOTICE OF (24) TWENTY-FOUR HOURS BEFORE ANY REQUIRED WATER MAIN SHUT DOWNS.
16. THE CONTRACTOR SHALL GIVE A MINIMUM ADVANCED NOTICE OF (24) TWENTY-FOUR HOURS TO ANY RESIDENTS THAT MAY EXPERIENCE ANY DISRUPTION TO THEIR WATER SERVICE AS A RESULT OF A WATER MAIN SHUT DOWN.

HADDON ROAD WATER NOTES

1. INSTALL A TEMPORARY TAPPED FLANGE AND VALVE OF ADEQUATE SIZE (PER ANSI/AWWA 651-14) FOR TESTING AND FLUSHING. USE TEMPORARY RESTRAINT AS REQUIRED.
2. INSTALL APPROXIMATELY 300 LF OF 10" CL 50 D.I. PIPE WITH FIELD LOCK GASKETS AND 8 MIL POLLY BAGGING.
2. AFTER DISINFECTION, PRESSURE TESTING AND ACCEPTANCE FROM THE CITY, MAKE THE FINAL CONNECTION INSTALLING A 10" X 10" X 6" TEE FOR THE HYDRANT (MJ X MJ X FL). ON THE SOUTH SIDE, INSTALL A 6" VALVE FOR THE HYDRANT (FL X MJ). INSTALL A 10" CL 50 D.I. SPOOL, A 10" X 10" 45° BEND (MJ X MJ), APPROXIMATELY 19LF OF 10" CL 50 D.I. PIPE, AND A 10" X 10" 45° BEND (MJ X MJ). THE 10" X 10" X 6" TEE, 6" GATE VALE, 6" HYDRANT LEAD AND FIRE HYDRANT WILL BE SUPPLIED BY THE OWNER. RESTRAIN ALL FITTINGS AS REQUIRED.
4. INSTALL A TEMPORARY TAPPED FLANGE AND VALVE OF ADEQUATE SIZE (PER ANSI/AWWA 651-14) FOR TESTING AND FLUSHING. USE TEMPORARY RESTRAINT AS REQUIRED. AFTER DISINFECTION, PRESSURE TESTING AND ACCEPTANCE FROM THE CITY, MAKE THE FINAL CONNECTION BY INSTALLING A 10" X 8" REDUCER (MJ X FL) ON THE EXISTING 8" VALVE, A 10" CL 50 D.I. SPOOL, AND A 10" D.I. SLEEVE WITH MEGA LUGS.



			PROJECT MANAGER	JEFF BELTRAMINI	CITY OF ANACORTES ENGINEERING DEPARTMENT 904 6TH ST. ANACORTES, WA. 98221 (360) 293-1920	 CITY OF ANACORTES HADDON ROAD WATERLINE PROJECT CONTRACT # PW-19-091-WTR-001	Haddon Road 10-inch Waterline 				
			DESIGNED	JEFF BELTRAMINI							
			DRAWN	JEFF BELTRAMINI							
			CHECKED	ERIC SHJARBACK							
ISSUE	DATE	DESCRIPTION	PROJECT NUMBER	19-091-WTR-001				FILE:	2018WP.DWG	SCALE: 0 15' 30' 	SHEET: C-01

PUBLIC WORKS FACILITIES DIVISION

CAPITAL FACILITIES PLANNING



**Fred Buckenmeyer,
Public Works Director**

FACILITIES STAFF
Mac Jackson, Manager
Brandon Krause,
Facilities Maintenance

**Responsible for over
20 City Facilities**

CAPITAL FACILITIES PLANNING

We are in the process of developing a capital facility plan [CFP] for facilities

- Using existing staff
- Budget constraints
- Staffing



**Fred Buckenmeyer,
Public Works Director**

FACILITIES STAFF
Mac Jackson, Manager
Brandon Krause,
Facilities Maintenance

**Responsible for over
20 City Facilities**

CAPITAL FACILITIES PLANNING

CFP PROGRESS

- Inventory of HVAC components for the majority of the buildings
- Inventory of majority of the roofing systems
- Inventory of a portion of the ADA components
- Many elements left to complete
 - Lighting, flooring, window systems, floor coverings,

NEXT STEPS

- Programming maintenance and replacement schedules
- Improvement projects



**Fred Buckenmeyer,
Public Works Director**

**FACILITIES STAFF
Mac Jackson, Manager
Brandon Krause,
Facilities Maintenance**

**Responsible for over
20 City Facilities**

CAPITAL FACILITIES PLANNING

2019/2020 BUDGET

Majority of individual building repairs maintenance and improvements are contained within the 001.713 BARS line

The addition or elimination of items from the individual buildings will not directly affect the budget for that department



**Fred Buckenmeyer,
Public Works Director**

**FACILITIES STAFF
Mac Jackson, Manager
Brandon Krause,
Facilities Maintenance**

**Responsible for over
20 City Facilities**

CAPITAL FACILITIES PLANNING

DEPARTMENT REQUEST TOTAL

\$720,000
(total includes
\$144,250
of facility division
obligation)

=28 ITEMS

2019		
Budget Request	Budget Detail	Description
	10,000	Main Floor Redesign
	10,000	Miscellaneous Services
-		
-		
7,328		
-		
229,000		
		ADA Transition
	80,000	Improvements, Elevator
	15,000	Replacement
		Carpet Replacement
	70,000	Siemens Building
		Automation Upgrade
	3,000	Siemens Contract
	3,000	HVAC Service Contract
		Annual Confidence Test,
	3,000	Fire Alarm testing
	10,000	Roof Vent upgrades
		Fire extinguisher
	3,000	maintenance
	3,000	Elevator Repairs
	28,000	Public Bathrooms
	20,000	Public Safety Fence
	50,000	Public Safety Painting
	10,000	Upgrade Patrol Room
	40,000	Library Carpet Main Floor
	40,000	Library remodel Main Floor
	20,000	Museum Roof

2019		
Budget Request	Budget Detail	Description
	15,000	ASAC Kitchen Floor
	3,000	ASAC Dishwasher
	3,000	ASAC Refrigerator
	5,000	Depot Court Yard Brick
		Radio Tower, Castella Bluff,
	20,000	Fire
158,504		New Admin Assistant
-		
72,523		
5,000		
30,574		
211,250		
		Janitorial, Alarm, Pest
	15,000	control, window replacement
		Reimbursement to
	36,000	County "Meals on Wheels
	10,250	Aging Master Program
		ASAC Roof
2,295		
-		
40,000		
		Meeting Room
	15,000	Improvements, ADA upgrades
	25,000	Parking Lot Upgrade



Fred Buckenmeyer,
Public Works Director

FACILITIES STAFF
Mac Jackson, Manager
Brandon Krause,
Facilities Maintenance

Responsible for over
20 City Facilities

CAPITAL FACILITIES PLANNING

**APPROVED
BUDGET
TOTAL**

\$500,000+-

=28 ITEMS

2019		
Budget Request	Budget Detail	Description
151,414		
-		
73,319		
10,500		
14,533		
20,000		
	10,000	Main Floor Redesign
	10,000	Miscellaneous Services
-		
-		
7,328		
-		
229,000		
	50,000	ADA Transition Improvements, Elevator Replacement
	9,000	Carpet Replacement
		Siemens Building Automation Upgrade
	-	
	10,000	Meeting Room
	3,000	Siemens Contract
	3,000	HVAC Service Contract
	3,000	Annual Confidence Test, Fire Alarm testing
	-	Roof Vent upgrades
	3,000	Fire extinguisher maintenance
	3,000	Elevator Repairs
	15,000	Public Bathrooms
	15,000	Public Safety Fence
	20,000	Public Safety Painting
	7,000	Upgrade Patrol Room

2019		
Budget Request	Budget Detail	Description
	18,000	Library Carpet Main Floor
	18,000	Library remodel Main Floor
	16,000	Museum Roof
	15,000	ASAC Kitchen Floor
	3,000	ASAC Dishwasher
	3,000	ASAC Refrigerator
	5,000	Depot Court Yard Brick
	10,000	Radio Tower, Castella Bluff, Fire
158,504		New Admin Assistant
-		
72,523		
5,000		
30,574		
211,250		
	15,000	Janitorial, Alarm, Pest control, window replacement
	36,000	Reimbursement to County "Meals on Wheels"
	10,250	Aging Master Program
	150,000	ASAC Roof
2,295		
-		
40,000		
	15,000	Meeting Room Improvements, ADA upgrades
	25,000	Parking Lot Upgrade



**Fred Buckenmeyer,
Public Works Director**

**FACILITIES STAFF
Mac Jackson, Manager
Brandon Krause,
Facilities Maintenance**

**Responsible for over
20 City Facilities**

CAPITAL FACILITIES PLANNING

Approved	Request	Description
10,000	10,000	Main Floor Redesign
10,000	10,000	Miscellaneous Services
50,000	80,000	ADA Transition Improvements, Elevator Replacement
9,000	15,000	Carpet Replacement CITY HALL
-	70,000	Siemens Building Automation Upgrade
10,000		Meeting Room Improvements
3,000	3,000	Siemens Contract
3,000	3,000	HVAC Service Contract
3,000	3,000	Annual Confidence Test, Fire Alarm testing
-	10,000	Roof Vent upgrades
3,000	3,000	Fire extinguisher maintenance
3,000	3,000	Elevator Repairs
15,000	28,000	Public Bathrooms
15,000	20,000	Public Safety Fence
20,000	50,000	Public Safety Painting
7,000	10,000	Upgrade Patrol Room
18,000	40,000	Library Carpet Main Floor
18,000	40,000	Library remodel Main Floor
16,000	20,000	Museum Roof
15,000	20,000	ASAC Kitchen Floor
3,000	3,000	ASAC Dishwasher
3,000	3,000	ASAC Refrigerator
5,000	5,000	Depot Court Yard Brick Repair
10,000	20,000	Radio Tower, Castella Bluff, Fire

Approved	Request	Description
15,000	15,000	Janitorial, Alarm, Pest control, window replacement
36,000	36,000	Reimbursement to County"Meals on Wheels
10,250	10,250	Aging Master Program
150,000	150,000	ASAC Roof
15,000	15,000	Meeting Room Improvements, ADA upgrades
25,000	25,000	Parking Lot Upgrade

**APPROVED
BUDGET
TOTAL
\$500,000+
=28 ITEMS**



**Fred Buckenmeyer,
Public Works Director**

**FACILITIES STAFF
Mac Jackson, Manager
Brandon Krause,
Facilities Maintenance**

**Responsible for over
20 City Facilities**

CAPITAL FACILITIES PLANNING

DEPARTMENT REQUEST **\$720,250**

COUNCIL APPROVAL **\$500,000+-**

**FACILITY DIVISION
OBLIGATION** **\$144,250**

REMAINDER **\$325,681**



**Fred Buckenmeyer,
Public Works Director**

FACILITIES STAFF
Mac Jackson, Manager
Brandon Krause,
Facilities Maintenance

**Responsible for over
20 City Facilities**

CAPITAL FACILITIES PLANNING

UNEXPECTED REPAIRS EARLY 2019

Site	Item
City Hall	Boiler replacement
Fire Station #1	Furnace replacement
Senior Center	HVAC replacement
Fire Station #2	Hot water replacement
Library	Roof #3 Replacement



**Fred Buckenmeyer,
Public Works Director**

**FACILITIES STAFF
Mac Jackson, Manager
Brandon Krause,
Facilities Maintenance**

**Responsible for over
20 City Facilities**

CAPITAL FACILITIES PLANNING

SELECTED FACILITIES PROJECTS

Discussion involving:

- Mayor
- Facility Manager
- Department Heads
- Finance Director
- Legal/Contracting
- Other stake holders
(i.e. Library, Museum,
Park Board; Senior
Center Foundation)

FACTORS TO CONSIDER

- Budget constraints
- Combining funds from other projects
- Can the work be done in-house
- Can the maintenance be deferred
- Can improvements be delayed
- Can the maintenance be leveraged to make an improvement



**Fred Buckenmeyer,
Public Works Director**

FACILITIES STAFF
Mac Jackson, Manager
Brandon Krause,
Facilities Maintenance

**Responsible for over
20 City Facilities**

CAPITAL FACILITIES PLANNING

2019 PRIORITY FACILITY PROJECTS

Site	Item	Notes
Senior Center	Roofing	
Fire Station #1	Flooring	Material purchase 2018
Library	Flooring	
Police department	Patrol room	Work stations
Server room	Fire Suppression	Originally in separate item
Police Station	Security fence	
		\$ 325,681



**Fred Buckenmeyer,
Public Works Director**

**FACILITIES STAFF
Mac Jackson, Manager
Brandon Krause,
Facilities Maintenance**

**Responsible for over
20 City Facilities**

CAPITAL FACILITIES PLANNING

Questions?



**Fred Buckenmeyer,
Public Works Director**

**FACILITIES STAFF
Mac Jackson, Manager
Brandon Krause,
Facilities Maintenance**

**Responsible for over
20 City Facilities**

Hunt, Marcia

From: Buckenmeyer, Fred
Sent: Friday, May 10, 2019 8:42 AM
To: Gere, Laurie; City Council
Cc: Hoggund, Steve; Barefoot, Ruth; Tesch, Nicole; Hunt, Marcia
Subject: Library carpet project

City Council

I have attached responses to the questions that were presented on Monday regarding the Library carpet project. After discussions with Mayor Gere, on Monday we are presenting a short presentation regarding the issue of how Facility projects are prioritized.

Warranty information

We have a standard warranty covering defects in workmanship and materials [2 years]
Due to the large amount of variables our facilities manager is unable to secure a longevity warranty.
On commercial high traffic installations, Life expectancy can be anywhere from 10 to 14 years.
Variables such as traffic volume [including pedestrian and mechanical], subfloor condition, spill and stain frequency, presence of under pad, rips and tears, and cleaning all affect the life span.

Extra material

There is not an extra material supply condition in the contract.
Industry standard is to order 5% excess of each color.

As an example we currently have on hand:

- Upstairs flooring project approximately 15 pieces for each of the approximate 8 colors
- Children's area, we have approximately 15 pieces of the carpet

Impact on library budget

This item will be covered in the facility project priority discussion at the next city meeting.

Fred Buckenmeyer | Public Works Director | Anacortes Public Works
P.O. Box 547 | 904 6th Street | Anacortes, WA 98221
360.293.1919 (work)



City Council Agenda Bill

Meeting Date: 5/13/2019

Agenda Item: 6b

Subject: Water System Plan Amendment to add property for Water Treatment Plant

Staff Contact: Fred Buckenmeyer

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

Action Type	
	Ordinance No.
	Code Revision?
x	Resolution No. 2043
	Contract
	Public Hearing
	Staff Report

Summary Statement: The Water System Plan was adopted in 2011 and updated again in 2018 with another update due in 2022. Staff are requesting an amendment to the Water System Plan to include additional property adjacent to the existing Water Treatment Plant (WTP) for potential future improvements and/ or additions to the WTP. Council must take action on the amendment after holding a customer meeting.

The City's purchase of the adjoining parcel P21746, will provide the following potential benefits to the City:

- Provide space to add and/ or expand the process wastewater settling lagoons. Larger lagoon area will enable more effective long-term operation of the WTP as the water production rates increase to meet projected water system demands.
- Provide space to add greater treated water storage capacity, i.e. a new storage reservoir. A second treated water storage reservoir has been planned since 2008, but constructing a second reservoir within the existing city-owned property at the site would require that some older structures be removed. The removal of some of the older structures may not be feasible due to environmental as well as funding constraints.
- If the City's and/or its wholesale customers' water demands increase more rapidly than is currently projected, the City would need to add additional treatment capacity (pre-treatment, filters, and process wastewater lagoons) beyond the current WTP rated capacity of 42 million gallons per day (MGD). In such case, new treatment facilities would need to be located outside the existing WTP site.

Background: The City currently owns two parcels (Skagit County tax IDs P21669 and P21797) that encompass the WTP site. With the new facilities constructed as part of the WTP improvements project completed in 2013 and the old facilities, the City's property is fully utilized and has very little unused space.

Previous Council/Committee Action: Adoption of the 2011 Water System Plan on [March 5, 2012](#). Adoption of 4 year water system update extending the 2011 Water System Plan through 2022 on [December 18, 2017](#).

Competing Viewpoints Considered: N/A

Recommended Motion: I move that the City Council approve Resolution 2043 amending the Water System Plan to include additional property adjacent to the existing Water Treatment Plant for potential future improvements and/or additions.

Alternative Actions: N/A

Attachments (listed in order presented): Resolution 2043

RESOLUTION NO. 2043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES AMENDING THE CITY OF ANACORTES WATER SYSTEM PLAN TO INCLUDE ADDITIONAL PROPERTY FOR WATER TREATMENT PLANT USE

WHEREAS, the City Council adopted a Water System Plan in 2011 and an update in 2018, that provides plans for the City water system to ensure the system can meet the water needs of Anacortes and its regional customers, with an additional update anticipated in 2022; and

WHEREAS, the current Water System Plan (WSP) includes the property that the City currently owns for the Water Treatment Plant, Skagit County Parcels P21669 and P21797, which are the site of the Water Treatment Plant; and

WHEREAS, the City anticipates the need to expand its plant footprint within the current WSP cycle to meet the needs of forecasted customer use; and

WHEREAS, the City held a customer meeting at the regular City Council meeting on May 13, 2019, where the proposed update was summarized and described; and

WHEREAS, the acquisition of P 21746 will provide space to add and/ or expand the process wastewater settling lagoons. Larger lagoon area will enable more effective long-term operation of the WTP as the water production rates increase to meet projected water system demands; and

WHEREAS, the acquisition of P 21746 will provide space to add greater treated water storage capacity, i.e. a new storage reservoir. A second treated water storage reservoir has been planned since 2008, but constructing a second reservoir within the existing city-owned property at the site would require that some older structures be removed. The removal of some of the older structures may not be feasible due to environmental as well as funding constraints.

WHEREAS, the acquisition of P 21746 will allow the City to meet City and/or wholesale customers' water demands if they increase more rapidly than is currently projected, by allowing the City to add additional treatment capacity (pre-treatment, filters, and process wastewater lagoons) beyond the current WTP rated capacity of 42 million gallons per day (MGD). In such case, new treatment facilities would need to be located outside the existing WTP site.

WHEREAS, the City now wishes to amend the WSP to include plans to acquire additional property adjacent to the plant, specifically Skagit County Parcel Number P21746.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Anacortes, Washington, that the 2011 Water System Plan, as updated in 2018 is hereby amended to include Skagit County Parcel Number P21746 for future improvements and additions to the Water Treatment Plant.

INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES on this 13th day of May 2019.

LAURIE M. GERE, MAYOR

Approved as to form and legality:

Darcy Swetnam, WSBA #40530
City Attorney

ATTEST:

Steve D. Hoglund, City Clerk Treasurer



Ordinance 3041: Acquisition of Property for the Water Utility

May 13, 2019



Overview

- Property Overview
- Eminent Domain Process
- Notice
- Staff Recommendation





Property Overview

Water Treatment Plant Property

- City currently owns Skagit County Parcels P21669 and P21797
- Two parcels house the City's Water Treatment Plant located on River Bend Road in Mount Vernon, WA
 - P21669: 9.93 Acres
 - P21797: 0.20 Acres
- Zoning: Fits into Agricultural – Natural Resource Lands



May 7, 2019

Legend



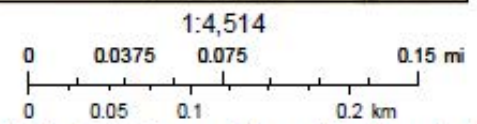
County Boundary

City Names

Road Labels

Hydro Labels

Regional Labels



Data Accuracy Warning: All GIS data was created from available public records and existing map sources. Map features have been adjusted to achieve a best-fit registration. While great care was taken in this process, maps from different sources rarely agree as to the precise location of geographic features. Map discrepancies can be as great as 300 feet.

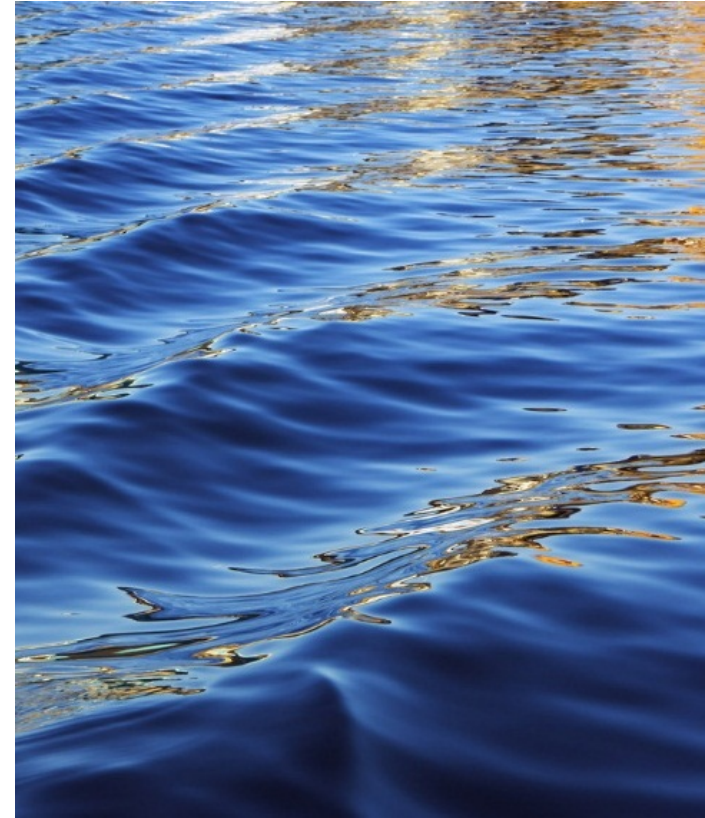
Neighboring Property

- Skagit County Parcel P21746 is currently owned by the Estate of Gerald Koffel
- Property is 13.65 Acres
- Property line between Estate property and WTP runs through two of the buildings located on the Koffel property. This issue will need to be resolved if City doesn't move forward with Ordinance 3041
- Zoning: Fits into Agricultural – Natural Resource Lands
- Skagit County allows for a process before the County Hearing Examiner for certain Special Uses:
 - 14.16.400(4)(g) Major [utility developments](#) where there is no other viable parcel or non-agricultural designated land to serve the affected area. Analysis of alternatives to the [development](#) of the utility in the [natural resource land](#) must be provided.





Eminent Domain Process



Eminent Domain in Washington State

- Eminent domain is the exercise of the power of government to acquire private property necessary for a public use on the payment of just compensation and following due process of law
- Chapter 8.12 RCW outlines process for condemnation by cities
- Process begins by the condemning agency to adopt an ordinance declaring the public use and necessity of the proposed property
- Once ordinance is adopted, the City then may file a petition in eminent domain in Skagit County Superior Court naming all persons with an interest in the property
- The Court then evaluates, through a proscribed process, legal questions regarding the public use and necessity
- Either party may request a trial on the factual issue of just compensation for the property
- Title is transferred via judicial order after payment is received

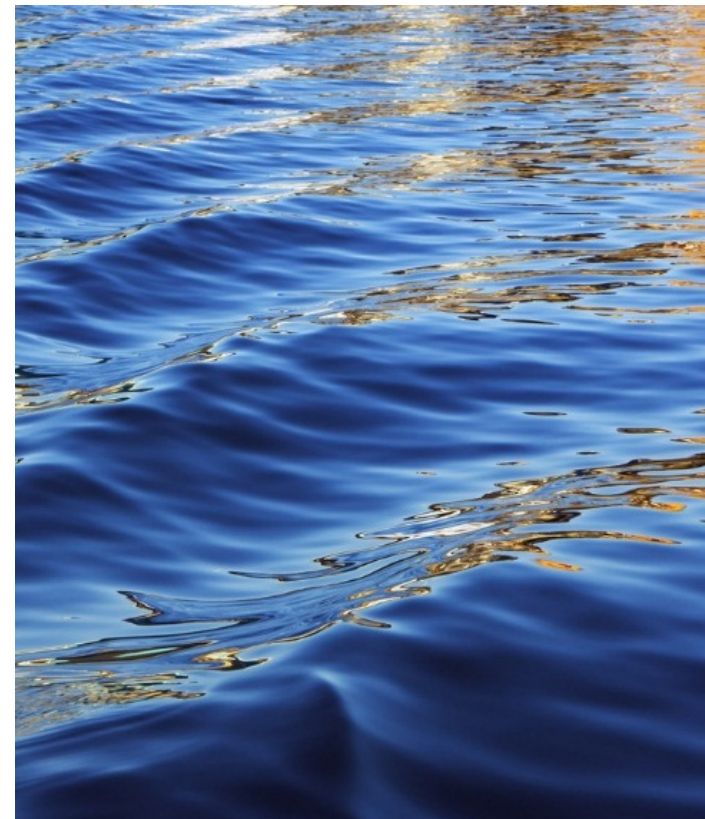
City's Procedural Plan

- Staff recommends approval of Ordinance 3041, identifying the public use and necessity of the property and authorizing the condemnation process
- If adopted, staff propose the City pursue a “friendly” process:
 - Contact the Estate Personal Representative directly to attempt to move forward with purchase outside Court process
 - Identify preferred method of determining value of the property
 - Propose payment of a fair and reasonable price for the property





Notice



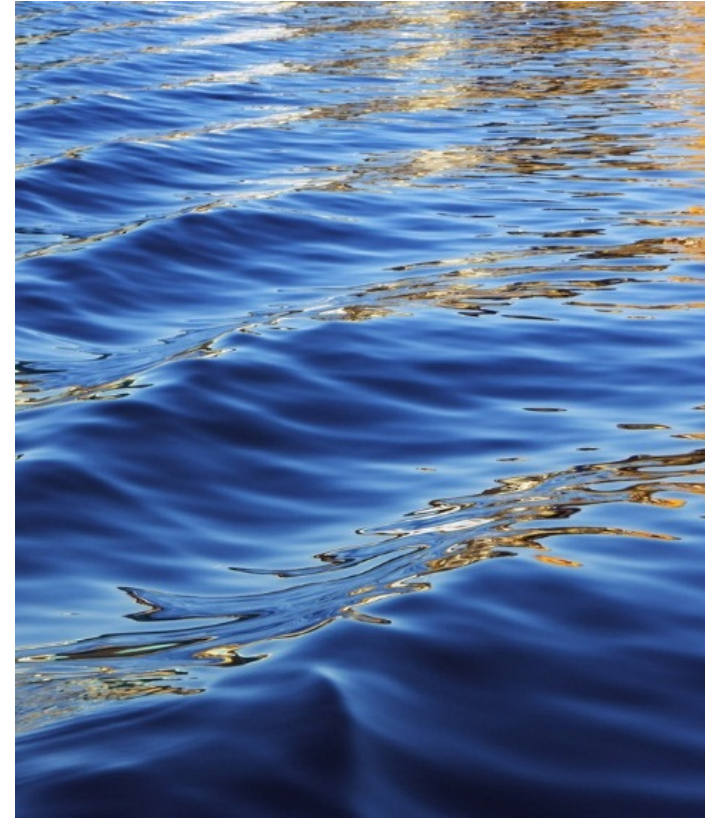
Notice Provided

- Notice of the meeting tonight was published in the Skagit Valley Herald for two weeks
- Notice was posted on the property
- Notice met all requirements for adoption of Ordinance 3041





Staff Recommendation



Staff Recommendation

- Open the public hearing on the Ordinance
- Close the public hearing after all comments have been provided
- Staff recommends adoption of Ordinance 3041





Thank you



City Council Agenda Bill

Meeting Date: 5/13/2019

Agenda Item: 6c

Subject: Ordinance 3041: Providing for the acquisition of property for the improvement of the Water Utility

Staff Contact: Fred Buckenmeyer

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

Action Type	
x	Ordinance No. 3041
	Code Revision?
	Resolution No.
	Contract
	Public Hearing
	Staff Report

Summary Statement: Staff recommends adoption of Ordinance 3041 providing for the acquisition of property for the improvement of the Water Utility.

Staff Background: The City of Anacortes ("City") operates the largest municipally-owned water supply, transmission, and distribution system ("System" or "Water Utility") in Skagit County. The Water Utility provides the entire domestic water needs for the oil refineries, the Town of LaConner, the City of Oak Harbor, Naval Air Station Whidbey Island, the City of Anacortes and portions of Fidalgo Island, as well as providing service to Skagit County Public Utility District in several areas of Skagit County. The City amended the Water System Plan to include the acquisition of Skagit County Parcel Number P21746 which is adjacent to the current Water Treatment Plant. Therefore staff recommends Council adoption of Ordinance 3041 to move forward with the property acquisition.

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: n/a

Competing Viewpoints Considered: n/a

Recommended Motion: I move to adopt Ordinance 3041 providing for the acquisition of property for the improvement of the Water Utility

Alternative Actions: n/a

Attachments (listed in order presented): Proposed Ordinance 3041

ORDINANCE 3041

AN ORDINANCE Of the City of Anacortes Washington, providing for the acquisition of certain property for the improvement of the Water Utility, a system of supply and distribution facilities for conveying into and through the City of Anacortes and to City customers a supply of fresh water, and for the purpose of protecting such supply of fresh water form pollution; providing for the condemnation, appropriation, taking and damaging of land and other property rights necessary therefore; all located within Section 13, Township 34, Range 3; Ptn Gov. Lot 1, in Skagit County, Washington (in regards to Anacortes Water Transmission Facilities)

THE CITY OF ANACORTES, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Recitals

- 1.1 The City of Anacortes ("City") operates the largest municipally-owned water supply, transmission, and distribution system ("System" or "Water Utility") in Skagit County. The Water Utility provides the entire domestic water needs for the oil refineries, the Town of LaConner, the City of Oak Harbor, Naval Air Station Whidbey Island, the City of Anacortes and portions of Fidalgo Island, as well as providing service to Skagit County Public Utility District in several areas of Skagit County.
- 1.2 The System's water treatment plant, which was completed in 2013, is located on the Skagit River near the City of Mount Vernon and has a capacity in excess of 42 million gallons per day. The utility has over 100 miles of combined transmission and distribution lines
- 1.3 The public use and necessity require that the property and the property tights herein identified be condemned, appropriated and taken for public use by the Water Utility for such purposes as it may now or hereafter declare in the public interest.

Section 2. Public Use and Necessity

- 2.1 The public convenience, use and necessity demand that the real property described in Appendix A hereto in Skagit County, Washington be and the same is hereby condemned for the improvement of the City Water Utility, a system of supply, transmission, and distribution facilities for conveying into and through the City of Anacortes and to City customers a supply of fresh water, and for the purpose of protecting such supply of fresh water from pollution.
- 2.2. In the condemnation of the described property described for the improvement of the Water Utility, and for general municipal purposes, the City shall acquire the fee interest and property as described in Appendix A,

Section 3. Property for Public Use- Just Compensation. All lands, rights, privileges and other property lying within the limits of the lots, blocks and tracts of land described in Appendix A hereof are hereby condemned, appropriated, taken,. And damaged for the purpose of improving the Water Utility and other public use, and all lands, rights, privileges and other properties are to be taken, damaged and appropriated only after just compensation has been made, or paid into court, for the owners thereof in a manner provided by law.

Section 4. Reservation. Nothing in this ordinance limits the City in its identification and acquisition of property and property rights necessary for utility purposes. The City reserves the right to acquire other or different properties for the water Utility.

Section 5. Funding. The entire cost of the improvement and acquisition provided by this ordinance shall be paid from the Water Utility Fund, or from such general funds of the City of Anacortes as may be provided by law.

Section 6. Prosecution. The City Attorney, and any Special Assistant City Attorneys, be and they are hereby authorized and directed to begin and prosecute the actions and proceedings in the manner provided by law to condemn, take, damage and appropriate the lands and other property necessary to carry out the provisions of this ordinance. In conducting said condemnation proceedings, the Office of the City Attorney is hereby authorized to enter into stipulations for the purpose of minimizing damages.

Section 7. Effective Date. This ordinance shall take effect and be in force five (5) days from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED this 13th day of May, 2019

CITY OF ANACORTES, WASHINGTON

By: _____
LAURIE GERE, MAYOR

ATTEST

STEVEN D. HOGLUND, CITY CLERK

APPROVED AS TO FORM

DARCY J. SWETNAM, WSBA # 40530
CITY ATTORNEY

PASSED the ____ day of _____, 2019.

APPROVED the ____ day of _____, 2019.

PUBLISHED the ____ day of _____, 2019.

APPENDIX “A”

LEGAL DESCRIPTION

GRANTOR: Koffel, Gerald

GRANTEE: CITY OF ANACORTES, a Washington municipal corporation

ABBREVIATED LEGAL Section 13, Township 34, Range 3; Ptn. Gov. Lot 1
(13.6500 ac) TAX 18 BAT SE C LT 1 TH N ALG E LI LT I
0/S#47 AF #8203170053 1983 570,5FT TH WLY 688FT TH S
75FT TH W 581 FT TO E LI CO RD TH SLY ALG SD RD TO S LI
LT 1 TH E ALG SD S L TPB

DESCRIPTION Complete legal description below:

ASSESSORS TAX 340313-0-063-0006

PARCEL NUMBERS: P21746

RELATED DOCUMENTS: Auditors File No. 9404190097

DESCRIPTION:

Real Property situated in Skagit County at 14453 River Bend Road, Mount Vernon, Skagit County, Washington; identified as Skagit County parcel number P21746; Tax Identification (XrefID) no. 340313-0-063-0006; that portion of Government Lot 1 in Section 13, Township 34 North, Range West, W.M., described as follows:

Beginning at a point on the South line of said Government Lot 1, where the same intersects the East line of the County road; thence East along the South line of said Government Lot 1 to the Southeast corner of said Government Lot 1;

Thence North following the East line of said Government Lot 1, a distance of 570.5 feet, more or less, to the South line of a tract conveyed to Carl J. Blackburn, by deed dated July 20 1925 and recorded August 20, 1925, in Volume 137 of Deeds, page 436;

Thence West along the South line of said Blackburn tract a distance of 688 feet;

Thence South a distance of 75 feet; thence West to the East line of the County road;

Thence in a Southerly direction following the East line of the County road to the point of beginning,

EXCEPT dike and drainage ditch rights of ways, if any.

Situate in the County of Skagit, State of Washington.



CITY COUNCIL

Closed-Record Decision Hearing

Monday, May 13, 2019 @ 6:00 PM

By: Kevin Cricchio, AICP, ISA, WPIT, Senior Planner

Planning, Community, & Economic Development Department

CUP-2018-0003:

APPLICANT & LANDOWNER:

Randy Click & Donna Jung
1308 33rd Street
Anacortes, WA 98221

SUBJECT PROPOSAL:

The applicant has applied for a Conditional Use Permit (CUP) to permit the conversion of three (3) short-term rentals located on the subject properties to single-family residences along with allowing the construction of a single-family residence on the vacant lot (P133553). All four of the subject lots involved in the CUP request were created by short plat (SPL-2015-0004) in 2016 and are located in the Commercial Zoning District. Short-term rentals are permitted outright (typed as “Overnight Accommodations” in AMC 17.24.020) in the Commercial Zoning District but single-family residences require an approved Conditional Use Permit per AMC 17.24.040.

CUP-2018-0003:

PROJECT LOCATION:

The subject properties are located at the northwest corner of 34th Street and “Q” Avenue intersection. Addressed as 3316 “Q” Avenue, 3320 “Q” Avenue, 3312 “Q” Avenue, & 908 34th Street.

CURRENT ZONING:

Commercial Zoning District

CUP-2018-0003:

SURROUNDING ZONING & LAND USES:

Direction:	Zoning:	Present Land-Use:
North:	Commercial Zoning District	Single-family residences
South:	Commercial Zoning District	Motel /Inn
East:	Residential High Density B Zoning District (R4B)	Single-family residences
West:	Commercial Zoning District	Condominiums/ Multi-family

CUP-2018-0003:

BACKGROUND:

1. The subject property properties were created by short plat. On January 28, 2016, preliminary approval was given to create four (4) lots. Shortly thereafter, the applicant submitted for final short plat. The final short plat was recorded with Skagit County on November 3, 2016.
2. On page 2 of 2 of the recorded short plat, there is a note that states, “Unless the underlying Commercial Zoning District or regulations therein change, no single-family residential use is permitted on any of the four (4) lots created by this short plat unless approved via a Conditional Use Permit.”
3. To date, three (3) of the four (4) lots that makeup the short plat have been built on addressed as 908 34th Street (Parcel #: P133552), 3312 “Q” Avenue (Parcel #: P133554) & 3320 “Q” Avenue (Parcel #: P56622). The fourth lot addressed as 3316 “Q” Avenue (Parcel #: P133553), remains unimproved /vacant to date. Because of this note on the face of the short plat, these three (3) structures were constructed as short-term vacation rentals, not single-family residences. The issued building permits are BLD-2019-1116, BLD-2016-1332, & BLD-2015-0668 respectively.

CUP-2018-0003:

BACKGROUND (CONTINUED):

4. A pre-application conference is required for Conditional Use Permit applications per AMC Table 19.20.030-1. Accordingly, a pre-application conference meeting was conducted with the applicant on Tuesday, September 11, 2018.
5. A neighborhood meeting is required for Conditional Use Permit applications per AMC Table 19.20.030-1. Accordingly, a neighborhood meeting was conducted at 6:00 PM on December 4, 2018 in the Senior Center. The neighborhood meeting notice was posted on site in two different locations, published in the Anacortes American newspaper, and mailed to neighboring landowners within 300 feet of the subject property as is required by AMC 19.20.120(D).
6. On December 11, 2018, the City of Anacortes' Department of Planning, Community, & Economic Development received the subject Conditional-Use Permit application.

CUP-2018-0003:

NOTICE OF APPLICATION & HEARING:

1. Following a review of the application material submitted, the subject application was deemed complete on January 9, 2019. A notice of application and hearing was posted onsite, published in the local newspaper, and mailed to neighboring landowners concerning three (3) of the four (4) lots within the short plat. Shortly thereafter, the applicant changed their mind and decided to include all four (4) lots within the short plat as part of the proposed Conditional Use Permit. Accordingly, a revised notice of application and hearing was posted onsite, published in the local newspaper, and mailed to neighboring landowners concerns to include all four (4) lots of the short plat.
2. The revised notice of application and hearing was also posted at city hall, the local USPS office, the library, and on the city's website.
3. Agencies and departments of jurisdiction were solicited for comment.

CUP-2018-0003:

NOTICE OF APPLICATION & HEARING (CONTINUED):

4. Per AMC Table 19.20.030-1, Conditional Use Permits are considered a Type 4 land use permit, which requires a 21-day comment period.
5. Because a revised notice of application and hearing was required due to a change in the scope of the project, a new comment period was also is needed. The comment period for the subject application began on March 13, 2019, and ended at 5:00 PM on April 3, 2019. Comments however were accepted until the close of the pre-decision open record public hearing.

CUP-2018-0003:

PUBLIC COMMENTS RECEIVED:

Public comment received can be found in **Exhibit # 04**.

AGENCY & DEPARTMENT COMMENT:

Comments from both agencies and departments of jurisdiction can be found in **Exhibit # 05**.

CUP-2018-0003:

ZONING ORDINANCE /CODE:

1. Per AMC 17.24.010, the purpose of the Commercial (C) Zoning District is “....to provide for establishments offering accommodations or services to motorists and tourists, and to provide areas for retail, wholesale, and repair activities outside the central business district.”
2. Single-family residences in the Commercial Zoning District require a Conditional Use Permit per AMC 17.24.040.
3. All three (3) building permits (BLD-2016-1116, BLD-2016-1332, & BLD-2015-0668) submitted to the city in 2015 and 2016 were reviewed for conformance with the Commercial Zoning District’s requirements including but not limited to setbacks, maximum land coverage, maximum permitted height, and landscaping. As stated earlier, three (3) of the four (4) lots have already been built on with short-term vacation rentals. The applicant now wishes to convert these three (3) vacation rentals into single-family residences and permit the construction of a single-family residence on the vacant unimproved lot. This is why the applicant seeks a Conditional Use Permit.

CUP-2018-0003:

ZONING ORDINANCE /CODE (CONTINUED):

4. According to AMC 17.46.020, short-term vacation rentals (typed as overnight accommodations) require one (1) off-street parking space while single-family residences require two (2) off-street parking spaces per residence.
5. As stated earlier, three (3) of the four (4) lots that makeup the 4-lot short plat have been built on. Currently these three (3) structures are being used as short-term vacation rentals. One of these short-term rentals addressed as 3312 “Q” Avenue (Parcel #: P133554, Lot #4 of the short plat) does not have adequate room onsite to permit two (2) off-street parking spaces. Therefore, the applicant wishes to use an easement across lot #1 of the short plat to permit this and meet the two (2) off-street parking space requirement per AMC 17.46.020.
6. Conditional Use Permit criteria of approval can be found in AMC § 19.36.040 and in your staff reports pages 4-6.

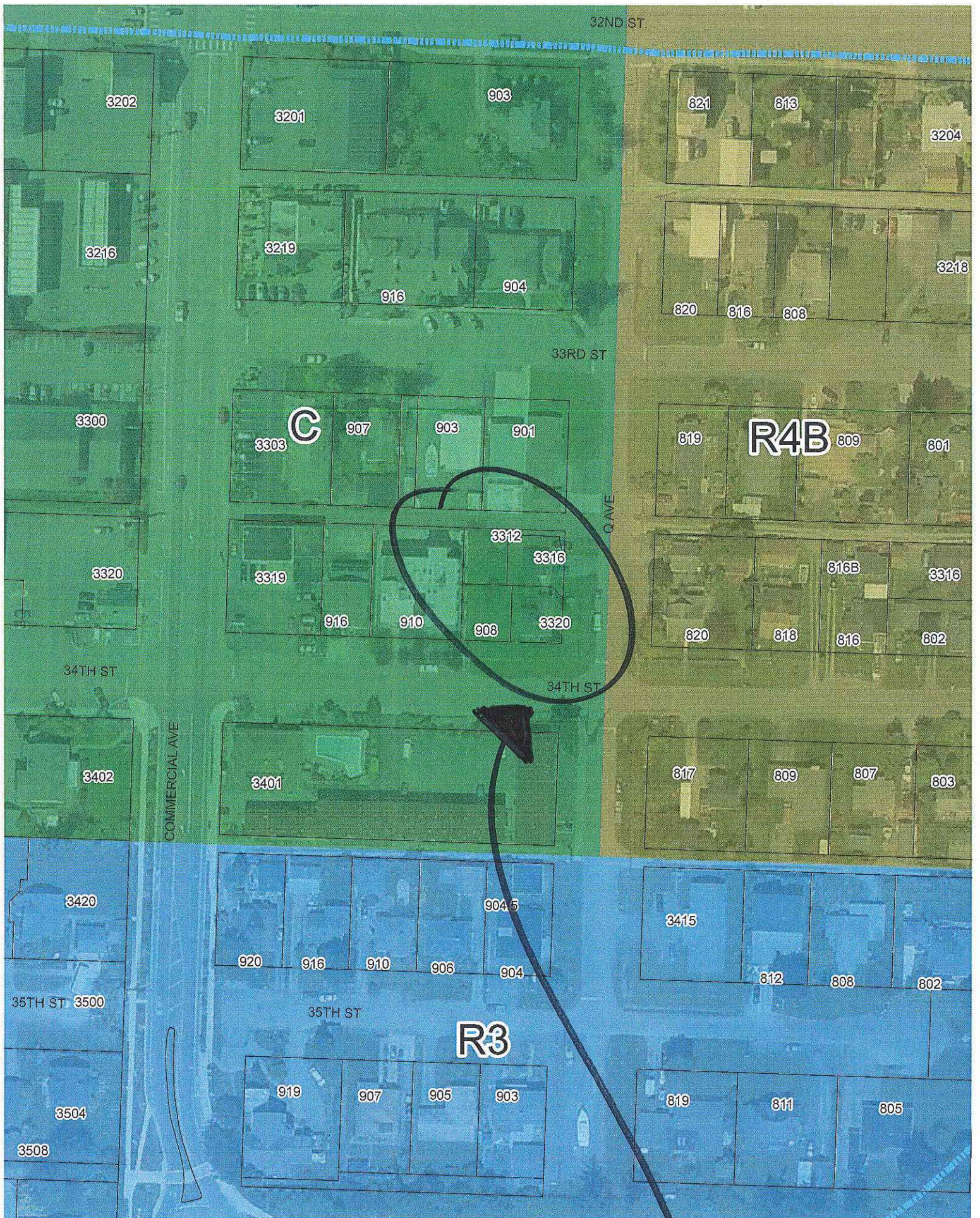
CUP-2018-0003:

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission conducted a pre-decision open-record public hearing at 5:00 PM on April 24, 2019. Following public testimony and deliberation on the matter, the Planning Commission voted 4-1 in favor of recommending approval to City Council.

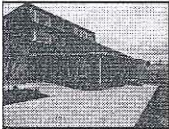
STAFF RECOMMENDATION:

The Department of Planning, Community, and Economic Development recommends City Council approve the subject Conditional Use Permit request subject to staff's suggested conditions of approval.



Subject Property(s)

Details for Parcel: P133552



Jurisdiction: ANACORTES

Zoning Designation: Please contact the city of ANACORTES for ANACORTES zoning information.

Parcel Number	XrefID	Quarter	Section	Township	Range
P133552	3775-008-020-0306	NW	30	35	02
Owner Information	Site Address(es)	Map Links			
JUNG DONNA S	908 34TH STREET	Open in iMap			
1308 33RD STREET	Anacortes, WA (Jurisdiction, State)	Assessor's Parcel Map:			
ANACORTES, WA 98221	Zip Code Lookup Site Address Information	PDF DWF			

Current Legal Description Abbreviation Definitions

LOT 3, JUNG 4 LOT SHORT PLAT, RECORDED UNDER AF#201611030052, BEING A PORTION OF LOTS 18, 19 AND 20, BLOCK 8, BEALE'S MAPLE GROVE ADDITION TO THE CITY OF ANACORTES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 19, RECORDS OF SKAGIT COUNTY, WASHINGTON.

2017 Values for 2018 Taxes*

Building Market Value \$140,100.00
 Land Market Value +\$101,800.00
 Total Market Value \$241,900.00
 Assessed Value \$241,900.00
 Taxable Value \$241,900.00

Sale Information

Deed Type
 Sale Date
 Sale Price \$0.00

2018 Property Tax Summary

2018 Taxable Value \$241,900.00
 General Taxes \$2,535.48
 Special Assessments/Fees
 Total Taxes \$2,535.48

* Effective date of value is January 1 of the assessment year (2017)

Legal Description at time of Assessment

*Land Use	(111) HOUSEHOLD, SFR, INSIDE CITY		WAC 458-53-030	
Neighborhood	(20ACENTRAL) ANACORTES CENTRAL RESIDENTIAL			
Levy Code	0900	Fire District		
School District	SD103	Exemptions		
Utilities	*SEW, PWR, WTR-P	Acres	0.05	
Improvement 1 Attributes Summary				
Building Style	ONE STORY			
Year Built		Foundation		
Above Grade Living Area	1,064 Square Feet	Exterior Walls		
Finished Basement		Roof Covering		
*Total Living Area	1,064 Square Feet	Heat/Air Conditioning		
Unfinished Basement		Fireplace		
*Total Garage Area		Bedrooms		
Bathrooms				
For additional information on individual segments see Improvements tab				

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

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

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

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

Details for Parcel: P133553



Jurisdiction: ANACORTES

Zoning Designation: Please contact the city of ANACORTES for ANACORTES zoning information.

[Recorded Documents](#) Documents scanned and recorded by the Auditor's office[Excise Affidavits](#) Document scans of excise affidavits

Parcel Number

P133553

XrefID

3775-008-020-0106

Quarter Section Township Range

NW 30 35 02

Owner Information

CLICK CONSTRUCTION LLC
1004 COMMERCIAL AVENUE NO 267
ANACORTES, WA 98221

Site Address(es)

3316 Q AVENUE
Anacortes, WA (Jurisdiction, State)
[Zip Code Lookup](#) | [Site Address Information](#)

Map Links

[Open in iMap](#)
Assessor's Parcel Map:
[PDF](#) | [DWF](#)

Current Legal Description [Abbreviation Definitions](#)

LOT 1, SHORT PLAT NO. SPL-2015-0004, APPROVED NOVEMBER 2, 2016, UNDER AUDITORS FILE NO. 201611030052; BEING A PORTION OF LOTS 18, 19 AND 20, BLOCK 8, BEALES MAPLE-GROVE ADDITION TO THE CITY OF ANACORTES, AS PER PLAT RECORDED IN VOLKUME 2 OF PLATS, PAGE 19, RECORDS OF SKAGIT COUNTY, WASHINGTON.

2018 Values for 2019 Taxes*

Building Market Value \$.00
Land Market Value +\$105,400.00
Total Market Value \$105,400.00
Assessed Value \$105,400.00
Taxable Value \$105,400.00

Sale Information

Deed Type WARRANTY DEED
Sale Date 2018-07-11
Sale Price \$60,000.00

2019 Property Tax Summary

2019 Taxable Value \$105,400.00
General Taxes \$994.64
Special Assessments/Fees
Total Taxes \$994.64

* Effective date of value is January 1 of the assessment year (2018)

[Legal Description at time of Assessment](#)

*Land Use					WAC 458-53-030
Neighborhood	(21AVIEW) ANACORTES VIEW RESIDENTIAL				
Levy Code	0900	Fire District			
School District	SD103	Exemptions			
Utilities	*SEW, PWR, WTR-P	Acres	0.05		
Improvement 1 Attributes Summary					
Building Style	SINGLE FAMILY RESIDENCE				
Year Built		Foundation			
Above Grade Living Area		Exterior Walls			
Finished Basement		Roof Covering			
*Total Living Area		Heat/Air Conditioning			
Unfinished Basement		Fireplace			
*Total Garage Area		Bedrooms			
Bathrooms					
For additional information on individual segments see Improvements tab					

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

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

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

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

Details for Parcel: P133554



Jurisdiction: ANACORTES

Zoning Designation: Please contact the city of ANACORTES for ANACORTES zoning information.

Recorded Documents Documents scanned and recorded by the Auditor's office

Excise Affidavits Document scans of excise affidavits

Parcel Number

P133554

XrefID

3775-008-020-0406

Quarter Section Township Range

NW 30 35 02

Owner Information

CLICK CONSTRUCTION LLC

1004 COMMERCIAL AVENUE NO 267

ANACORTES, WA 98221

Site Address(es)

3312 Q AVENUE

Anacortes, WA (Jurisdiction, State)

Zip Code Lookup | Site Address Information

Map Links

Open in iMap

Assessor's Parcel Map:

PDF | DWF

Current Legal Description Abbreviation Definitions

LOT 4, SHORT PLAT NO. SPL-2015-0004, APPROVED NOVEMBER 2, 2016, UNDER AUDITOR'S FILE NO. 201611030052; BEING A PORTION OF LOTS 18, 19 AND 20, BLOCK 8, 'BEALE'S MAPLE-GROVE ADDITION TO THE CITY OF ANACORTES,' AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 19, RECORDS OF SKAGIT COUNTY, WASHINGTON.

2018 Values for 2019 Taxes*

Building Market Value \$72,000.00
 Land Market Value +\$113,800.00
 Total Market Value \$185,800.00
 Assessed Value \$185,800.00
 Taxable Value \$185,800.00

Sale Information

Deed Type WARRANTY DEED
 Sale Date 2017-04-14
 Sale Price \$85,000.00

2019 Property Tax Summary

2019 Taxable Value \$185,800.00
 General Taxes \$1,753.35
 Special Assessments/Fees
 Total Taxes \$1,753.35

* Effective date of value is January 1 of the assessment year (2018)

Legal Description at time of Assessment

*Land Use	(111) HOUSEHOLD, SFR, INSIDE CITY		WAC 458-53-030	
Neighborhood	(21A)VIEW) ANACORTES VIEW RESIDENTIAL			
Levy Code	0900	Fire District		
School District	SD103	Exemptions		
Utilities	*SEW, PWR, WTR-P	Acres	0.05	
Improvement 1 Attributes Summary				
Building Style	ONE STORY			
Year Built	2018	Foundation	CONCRETE	
Above Grade Living Area	793 Square Feet	Exterior Walls	SIDING	
Finished Basement		Roof Covering	COMP	
*Total Living Area	793 Square Feet	Heat/Air Conditioning	HEAT PUMP	
Unfinished Basement		Fireplace		
*Total Garage Area		Bedrooms	1	
Bathrooms	FULL BATH			
For additional information on individual segments see Improvements tab				

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

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

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

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

Details for Parcel: P56622



Jurisdiction: ANACORTES

Zoning Designation: Please contact the city of ANACORTES for ANACORTES zoning information.

[Recorded Documents](#) Documents scanned and recorded by the Auditor's office[Excise Affidavits](#) Document scans of excise affidavits

Parcel Number

P56622

XrefID

3775-008-020-0006

Quarter Section Township Range

NW 30 35 02

Owner Information

JUNG DONNA S
1308 33RD STREET
ANACORTES, WA 98221

Site Address(es)

3320 Q AVENUE
Anacortes, WA (Jurisdiction, State)
[Zip Code Lookup](#) | [Site Address Information](#)

Map Links

[Open in iMap](#)
Assessor's Parcel Map:
[PDF](#) | [DWF](#)Current Legal Description [Abbreviation Definitions](#)

LOT 2, JUNG 4 LOT SHORT PLAT, RECORDED UNDER AF#201611030052, BEING A PORTION OF LOTS 18, 19 AND 20, BLOCK 8, BEALE'S MAPLE GROVE ADDITION TO THE CITY OF ANACORTES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 19, RECORDS OF SKAGIT COUNTY, WASHINGTON.

2018 Values for 2019 Taxes*

Building Market Value \$110,100.00
Land Market Value +\$120,400.00
Total Market Value \$230,500.00
Assessed Value \$230,500.00
Taxable Value \$230,500.00

Sale Information

Deed Type WARRANTY DEED
Sale Date 2011-12-21
Sale Price \$166,000.00

2019 Property Tax Summary

2019 Taxable Value \$230,500.00
General Taxes \$2,175.19
Special Assessments/Fees
Total Taxes \$2,175.19

* Effective date of value is January 1 of the assessment year (2018)

[Legal Description at time of Assessment](#)

*Land Use	(111) HOUSEHOLD, SFR, INSIDE CITY			WAC 458-53-030	
Neighborhood	(21AVIEW) ANACORTES VIEW RESIDENTIAL				
Levy Code	0900		Fire District		
School District	SD103		Exemptions		
Utilities	*SEW, PWR, WTR-P		Acres	0.05	

Improvement 1 Attributes Summary

Building Style	ONE STORY		
Year Built	2016	Foundation	CONCRETE
Above Grade Living Area	876 Square Feet	Exterior Walls	SHAKE/SHINGLE
Finished Basement		Roof Covering	COMP
*Total Living Area	876 Square Feet	Heat/Air Conditioning	HEAT PUMP
Unfinished Basement		Fireplace	
*Total Garage Area		Bedrooms	2
Bathrooms	FULL BATH		

For additional information on individual segments see Improvements tab

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

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

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

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

SITE PICTURES (TAKEN 4/15/19):



Subject property



Looking north.
Lot #2 is on the
left side.



This is the subject property [Lot #4] that only has one off-street parking space



Lot #3 of the short plat



Lot #1 is the vacant lot to the right. A parking/ access easement is needed to permit lot #4 located in the foreground to park one car on it.



City Council Agenda Bill

Meeting Date: 5/13/2019

Agenda Item: 6d

Subject: Randy Click & Donna Jung Conditional Use Permit, CUP-2018-0003

Staff Contact: Kevin Cricchio, AICP, ISA, WPIT, Senior Planner

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

Action Type	
	Ordinance No.
	Resolution No.
	Contract
X	Closed Record Decision Hearing
X	Staff Report

Summary & Background: The City of Anacortes' Planning, Community, & Economic Development Department received a Conditional Use Permit to permit the conversion of three (3) short-term rentals located on the subject properties to single-family residences along with allowing the construction of a single-family residence on the vacant lot (P133553). All four of the subject lots involved in the CUP request were created by short plat (SPL-2015-0004) in 2016 and are located in the Commercial Zoning District. Short-term rentals (overnight accommodations) are permitted outright in the Commercial Zoning District but single-family residences require an approved Conditional Use Permit per AMC 17.24.040. The subject properties are located at the northwest corner of 34th Street and "Q" Avenue intersection. Addressed as 3316 "Q" Avenue, 3320 "Q" Avenue, 3312 "Q" Avenue, & 908 34th Street.

The Planning Commission conducted a pre-decision open-record public hearing at 5:00 PM on April 24, 2019. Following public testimony and deliberation on the matter, the Planning Commission voted 4-1 in favor of recommending approval to City Council. City Council will conduct a closed-record decision hearing regarding the subject CUP at 6:00 PM on May 13, 2019. Please bring your packets with you to the hearing.

Recommended Motion: I move that City Council make a motion to approve the subject Conditional Use Permit subject to staff's recommended conditions of approval.

Attachments: [Click here to enter text.](#)

[Signed Planning Commission's Findings of Fact, Conclusions of Law, & Recommendation](#)

[Exhibit #01, Master Permit Application, Narrative, CUP Criteria of Approval, & Site Plan](#)

[Exhibit #02, GIS Map & Assessor's Info](#)

[Exhibit #03, Neighborhood Meeting Notice & Revised Notice of Application & Hearing](#)

Exhibit #04, Public Comments Received

Exhibit #05, Agency & Department Comments Received

Exhibit #06, Site Photos

Exhibit #07, Signed Planning Commission's Findings of Fact, Conclusions of Law, and Recommendation

Exhibit #08, PCED's Presentation to Planning Commission

Exhibit #09, Minutes to Planning Commission's Pre-Decision Open-Record Public Hearing

EXHIBIT #01:

MASTER PERMIT APPLICATION, NARRATIVE, CUP CRITERIA OF APPROVAL, & SITE PLAN



PLANNING, COMMUNITY, & ECONOMIC DEVELOPMENT DEPARTMENT

MASTER PERMIT APPLICATION

Mailing Address: P.O. Box 547, Anacortes, WA 98221

Office Location: 904 6th Street, Anacortes WA 98221

Phone: (360) 299-1984, Fax: (360) 293-1938

DEC 11 2018

CITY OF ANACORTES

PERMITS REQUESTED FROM THE CITY OF ANACORTES:

☐ Accessory Dwelling Unit (ADU)	☐ Annexation Request	☐ Administrative Interpretation
☐ Administrative Conditional Use Permit	☐ Binding Site Plan (Preliminary)	☐ Binding Site Plan (Final)
☐ Boundary Line Adjustment (BLA)	☐ Clearing Permit	☐ Code (AMC) Amendment
☐ Comprehensive Plan Amendment	☒ Conditional Use Permit (CUP)	☐ Cottage Housing
☐ Essential Public Facility	☐ Extension of Time for Approval	☐ Floodplain Development Permit
☐ Grade and Fill Permit	☐ Home Occupation Permit	☐ Lot Certification
☐ Manufactured Home Subdivision	☐ Minor Permit Revision	☐ Plat (Preliminary)
☐ Plat (Final)	☐ Plat Amendment /Modification	☐ Reasonable Use Exception
☐ Rezone Request	☐ SEPA Environmental Review	☐ Shoreline Exemption
☐ Shoreline Substantial Development Permit	☐ Shoreline Conditional Use Permit	☐ Shoreline Variance
☐ Short Plat /Subdivision (Preliminary)	☐ Short Plat /Subdivision (Final)	☐ Special Use Permit
☐ Stormwater Management Manual Adjustments & Exceptions	☐ Variance (Level 1)	☐ Variance (Level 2)

PROJECT & SITE INFORMATION:

SITE ADDRESS: 904 34 th - 3320 Q AVENUE 3316 Q AVENUE	PROJECT NAME:
PARCEL NUMBER(S): P133552 P56622 P133553	SECTION, TOWNSHIP, & RANGE
LOT SQUARE FOOTAGE & ACREAGE: refer to survey	PROJECT VALUATION:
LEGAL DESCRIPTION: refer to short plat	PRESENT ZONING: COMMERCIAL
PRESENT USE OF PROPERTY: VACATION Rentals & New construction	CUT & FILL (CY) PROPOSED:
PRE-APPLICATION CONFERENCE REQUIRED: ☒ Yes ☐ No	WATER SOURCE: ☒ City of Anacortes ☐ Private Well ☐ Community Well
SEWAGE DISPOSAL: ☒ City of Anacortes ☐ Septic Tank	ROAD ACCESS: ☒ City Road ☐ State Highway ☐ Private Road
CRITICAL AREAS WITHIN 300 FEET: ☐ Yes ☒ No	WATER BODIES WITHIN 200 FEET: ☐ Yes ☒ No
FLOODPLAIN: Flood Zone: _____ FIRM Panel # _____ Date of Panel: _____	
LOT COVERAGE AREA CALCULATIONS: Existing Square Footage: 5070 or less Proposed Square Footage: _____	
IMPERVIOUS SURFACE AREA CALCULATIONS: Existing Impervious Square Footage: _____ New Impervious Surface: _____	

PROPERTY OWNER INFORMATION: ☒ Multiple owners attached	
NAME: Donna Jung & Randy Click	MAILING ADDRESS: 1308 33rd Street
CITY, STATE, ZIP: Anacortes, WA 98221	PHONE #: 360 299 9682
FAX #:	EMAIL ADDRESS: Randy Click 70 @ gmail.com
APPLICANT INFORMATION: ☒ Same as property owner	
NAME:	MAILING ADDRESS:
CITY, STATE, ZIP:	PHONE #:
FAX #:	EMAIL ADDRESS:
CONTACT PERSON: ☒ Same as property owner ☐ Same as applicant	
NAME:	MAILING ADDRESS:
CITY, STATE, ZIP:	PHONE #:
FAX #:	EMAIL ADDRESS:
DESCRIPTION OF SUBJECT PROPOSAL:	
PROPOSED WORK: Convert two vacation rentals to Single Family Residence New Construction Single Family residence on third lot.	

NOTES:

- ☒ I am the property owner and I grant permission to city staff to enter the project site to verify presence or absence of critical areas and to perform inspections of the work proposed by this application; or
- ☐ Attached is a letter of authorization stating that I have the consent of the property owner to submit the subject application on their behalf. Additionally, the property owner has granted permission to city staff to enter the project site in order to verify the presence or absence of critical areas and to perform inspections of work proposed by this application.
- ☐ A notarized affidavit (see below) is required to be completed by all persons having an ownership interest in the subject property and the applicant, if different from the property owner(s). If the signatory is not listed as the owner in the title report, or if the signatory is signing on behalf of an entity, documentation authorizing the signatory to sign the affidavit on behalf of the individual or entity shall provided.

SIGNATURE REQUIRED:

I certify that the information, statements, answers above regarding the subject application(s) are true and correct to the best of my knowledge and belief.

Signature: Randy Click Donna Jung

Title: _____

Print Name: Randy Click DONNA JUNG

Company: _____

Date: 12/10/2018

STATE OF WASHINGTON)
) ss
CITY OF ANACORTES

I (we) Randy Click and Donna Jung, being duly sworn, depose and say that I am (we are) the OWNER(s) of the property involved in this application, and that I (we) have familiarized myself (ourselves) with the rules and regulations with respect to preparing and filing this application and that the statements and information submitted herewith are in all respects true and correct to the best of my (out) knowledge and belief.

Signed: Randy Click and Donna Jung
Owner

Subscribed and sworn to before me this 10th day of December, 2018.



Meagan Schwab
Notary Public in and for the State of Washington
residing at Mount Vernon

STATE OF WASHINGTON)
) ss
CITY OF ANACORTES

I (we) Randy Click and Donna Jung, being duly sworn, depose and say that I am (we are) the APPLICANT(s) for this application, and that I (we) have familiarized myself (ourselves) with the rules and regulations with respect to preparing and filing this application and that the statements and information submitted herewith are in all respects true and correct to the best of my (out) knowledge and belief.

Signed: Randy Click and Donna Jung
Applicant

Subscribed and sworn to before me this 10th day of December, 2018.



Meagan Schwab
Notary Public in and for the State of Washington
residing at Mount Vernon

Cricchio, Kevin

From: randy click <randyclick70@gmail.com>
Sent: Wednesday, February 20, 2019 8:37 AM
To: Cricchio, Kevin
Subject: Master Application

MASTER PERMIT APPLICATION / NARRATIVE 2/19/19

Purpose: Conditional Use Permit (CUP)
Applicants: Donna Jung & Randy Click

Our application for a CUP will involve three properties in the Jung 4 lot short plat; lots 1, 2 & 3. 4 1 2 4

Lot 1 vacant land – 3316 Q. Avenue P# 133553 / owner Randy Click

Lot 2 structure complete 3320 Q. Avenue P# 56622 / owner Donna Jung

Lot 3 structure complete 908 34th Street P# 133552 / owner Donna Jung

Lot 4 structure complete 3312 Q. Avenue P# 133554 / owner Randy Click

Our CUP will request permission for Donna Jung to convert her two vacation rentals address lot 3 of the Jung 4 lot short plat. Address 908 34th Street & 3320 Q. Avenue .

Mr. Click is requesting permission to build a SFR on his property (lot 1 / 3316 Q. Avenue) of the Jung 4 lot short plat.

Mr. Click is also requesting permission to convert his vacation rental (lot 4 / 3312 Q. Avenue) of the Jung 4 lot short plat to a single family residence (SFR).

We have completed a pre application meeting & a neighborhood meeting.

Donna Jung financed & completed all City improvements required on the Jung 4 lot short plat. ie. curb & gutter, sidewalk, 12" storm line with 3 type 1 catch basins, asphalt, city sewer, landscaping & underground power & cable. All work has passed inspection by the City of Anacortes Engineering Department.

Ms. Jung received two building permits and after completion received two occupancy permits meeting all city requirements.

Mr. Click has received a building permit & then received an occupancy permit (3312 Q. Avenue) after completion meeting all city requirements.

Required criteria satisfied: 40' maximum height, 50% maximum lot coverage, 1 off street parking (both constructed properties have 2 off street parking spots) hookup to city storm & sewer.

Landscape was required during short plat & approved by city. Future landscape will be dictated by Anacortes Building Department during permit process.

The site plan we submitted will show all area of landscape located off 34th Street & Q. Avenue.

Mr. Click will follow this same path during construction of his property on Lot 1 Of the Jung 4 lot short plat.

Conditional Use Permit for SFR (single family residence) are a permitted use in the Commercial zone under certain criteria. 17.24.040 Anacortes Municipal Code

17.24.040 Conditional uses

A. Manufacturing or assembly operations of small scale, not larger than five thousand square feet of floor space;

B. Single-family houses;

C. Landmark buildings with any approved use, generally not permitted within the area's land use classification, which occurs or will occur in a landmark building recognized as such by the city council;

D. Restaurant sidewalk use;

E. Any retail store, or complex of retail stores, with more than fifty thousand square feet of total, combined floor area, otherwise permitted in the underlying zone.

F. Churches; libraries; nursery, plant material; veterinary clinic; clinics; hospitals; and public or municipal service facilities. (Ord. 2847 Att. A, 2011; Ord. 2794 § 1 (Att. A), 2008; Ord. 2482 Att. A § 5, 1999; Ord. 2412 Att. A, 1996; Ord. 2316, 1994)

17.24.050 Minimum lot size.

None. (Ord. 2794 § 1 (Att. A), 2008; Ord. 2316, 1994)

17.24.060 Minimum setback requirements.

None, except that along property lines adjoining residential zone districts with no intervening street or alley, there shall be a setback of at least five feet. (Ord. 2794 § 1 (Att. A), 2008; Ord. 2592 Att. A § 5, 2002; Ord. 2482 Att. A § 10, 1999; Ord. 2316, 1994)

17.24.070 Maximum density.

None. (Ord. 2794 § 1 (Att. A), 2008; Ord. 2316, 1994)

17.24.080 Maximum land coverage.

Maximum land coverage by buildings shall be fifty percent. (Ord. 2794 § 1 (Att. A), 2008; Ord. 2316, 1994)

17.24.090 Maximum building height.

Maximum building height shall be forty feet. (Ord. 2794 § 1 (Att. A), 2008; Ord. 2316, 1994)

17.24.100 Off-street parking requirements.

All uses must meet minimum requirements as established in Chapter 17.46, Parking. (Ord. 2794 § 1 (Att. A), 2008; Ord. 2316, 1994)

19.36.040

A. In order to grant a conditional use permit, the decision maker must find that the use would be consistent with the following criteria.

1. The use would comply with any specific requirements for the conditional use specified elsewhere in this code;

We have complied to specific requirements for CUP by following the rules of 17.24.040

2. Access to the site is appropriate considering the anticipated volume of traffic resulting from use.

All three properties have parking that was approved during short plat; anticipated traffic volume from conversion of vacation rentals to single family residence would be minimal if any.

3. Off -street parking and loading facilities are adequate in terms of location, amount, and design to service the use;

Each of the three properties have or will have a minimum of two parking spaces. Approved during short plat. Loading facilities are N/A.

4. The amount and location of open space and the provision of screening is such that buffering of incompatible uses is achieved;

Satisfied during Building Department process / site plan & construction design.

5. The location and intensity of outdoor lighting is such that it does not cast light on adjacent, adjoining or neighboring properties;

The homes built or designed for this property have been designed to keep direct light from interrupting each other as well as neighboring homes.

6. Hours and manner of operation of the proposed use' including anticipated noise generation, are not inconsistent with adjacent or nearby uses;

Constructed property & proposed construction are a perfect fit regarding adjacent uses; to the west there is a three story condo complex & a 5 unit apartment building both with residences on the main floor, to the south a motel, to the north SFR and to the east SFR. Anticipated noise would be compatible with the neighborhood.

7. Public facilities and utilities are capable of adequately serving the proposed use;

Approved during short plat by City Engineers and Building Department.

8. The physical conditions of the site, including size, shape, topography, and drainage, are suitable for the proposed development;

Short plat approved by the City & Building Department during the course of construction.

9. Any other factors deemed relevant to the decision maker.

The conditional use process described by municipal code 17.24.040 concerning SFR are a permitted use under certain requirements. We have addressed these issues. The commercial zone has various uses. Some of the conditional uses are a better fit than permitted uses because of size, location, cost etc. I would like to think this is one of the reasons why the CUP are offered in the commercial zone. We feel our development has enhanced the neighborhood with its original intent. To convert from vacation short term stays to single family use does not change the character of the neighborhood from its original intent.

Also a conversation of a precedence being set if allowed came up in our neighborhood meeting. Our first thoughts were it is offered in The Anacortes Municipal Code under CUP with certain guidelines therefore we do not see an issue because all guidelines have been satisfied. As far as setting a precedence, and I'm not sure if we are setting a precedence should the first guy be denied because of a precedence...I think not. Codes are not taken lightly by those involved in the process meaning all of us. They might not be perfect but we must respect our

decision. If change makes things better than we are all in but until then lets wait for the change.

With all of this being said this could be a moot point. It is my understanding when the zoning change is complete in 2019 this particular CUP will be affected. Thanks!

Thank you, we look forward to our meeting to discuss our conditional use.

Donna Jung

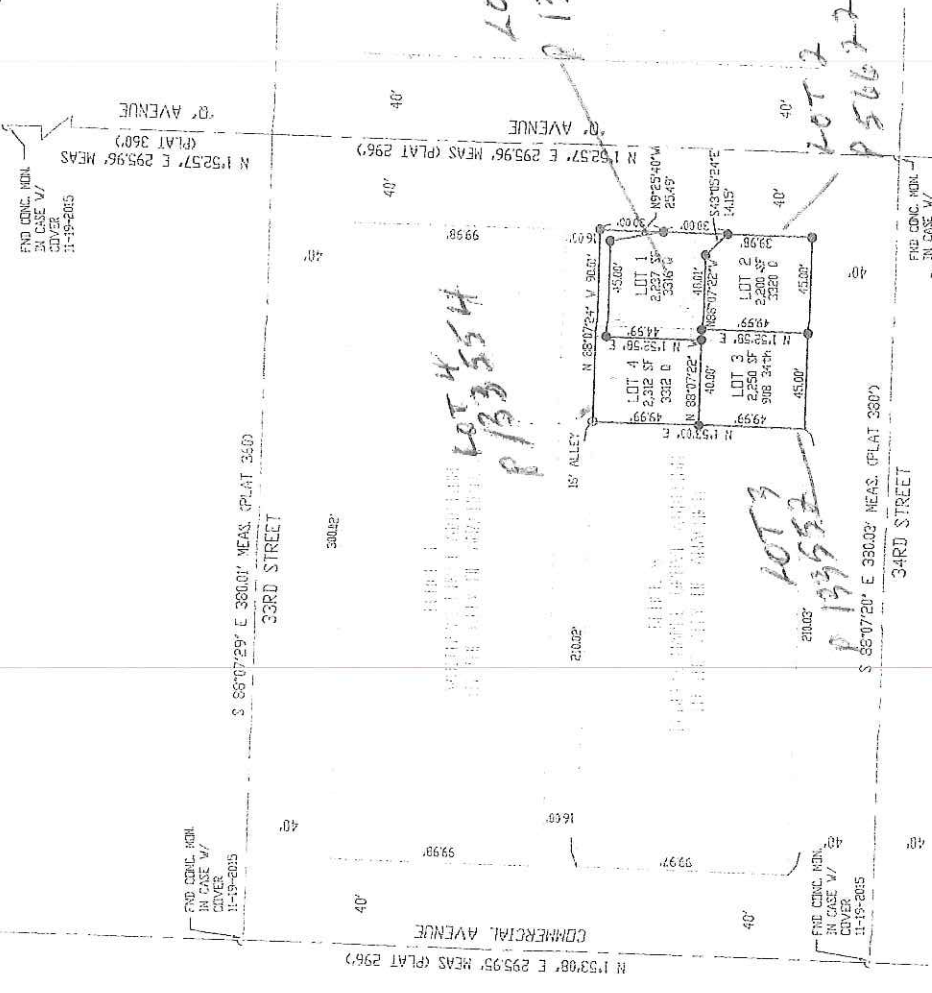
Randy Click

AUDITORS CERTIFICATE

RECORD OF SURVEY AT THE REQUEST OF DALE K. HERRIGSTAD

RECEIVED
DEC 11 2018

JUNG 4 LOT SHORT PLAT
SURVEY IN SEC. 30, TWP. 35 N, RNG. 2 E.,
ANACORTES, WASHINGTON



1. hereby certify that the JUNG 4 LOT SHORT PLAT is based upon an actual survey and subdivision performed by me or under my supervision of Section 30, Township 35 North, Range 2 East, W.M.; that the courses and distances are shown correctly on the ground; and that I have complied with the provisions of the statutes and platting regulations and that permanent control monuments have been established at each and every controlling corner of the parcel of land being subdivided.

DALE K. HERRIGSTAD, P.L.S. Certificate No. 27907 Date

AUDITOR _____ DEPUTY AUDITOR _____

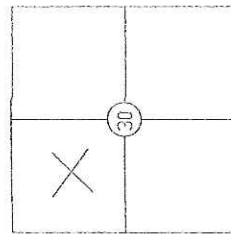
GENERAL INFORMATION

- Assessor's Account No. 3775-003-000-0006, P56922.
- Description and exception information obtained from Subdivision Guarantee Order No. 133973-0A, dated November 15, 2015.
- Water Supply: City of Anacortes.
- Electricity: City of Anacortes.
- Storm Sewer: City of Anacortes.
- Underlying Zoning: Commercial (C) Zoning District.
- Net Acreage: 9,000 Net Square Feet.
- Gross Acreage: 9,920 Gross Square Feet.

NOTES

- Situate in the County of Skagit, State of Washington.
- NOTES:
- SET RE-BAR AND YELLOW CAP P.L.S. 127907.
 - FOUND EXISTING REBAR AND CAP AS NOTED.
 - FOUND MONUMENT WITH CASE AND COVER.
 - MONUMENT USED ON SECTION 30, TWP. 35 N, RNG. 2 E, W.M.
 - MONUMENT USED ON 19-2015.
 - ERROR OF CLOSURE MEETS WASHINGTON STATE SURVEY STANDARDS.
 - SURVEY METHOD: STANDARD FIELD TRAVERSE.
 8. BASIS OF BEARINGS ROS AF 201002110059 C. OF 34TH STREET.

ADDRESSES
LOT 1 3316 "Q" AVENUE
LOT 2 3320 "Q" AVENUE
LOT 3 908 4TH STREET
LOT 4 3312 "Q" AVENUE



TO SEE SECTION TIE SEE
ROS AF #201002110059

IN THE N.W. 1/4, SEC. 30,
TOWNSHIP 35 N., RNG. 2 EAST, W.M.
CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON.

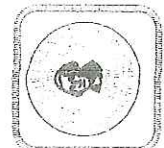
SPL-2015-0004 PW#16-007-DEV

SHORT PLAT

SURVEYOR
DALE K. HERRIGSTAD P.L.S.
4320 WHISTLE LAKE ROAD
ANACORTES, WA 98221
360-299-8804

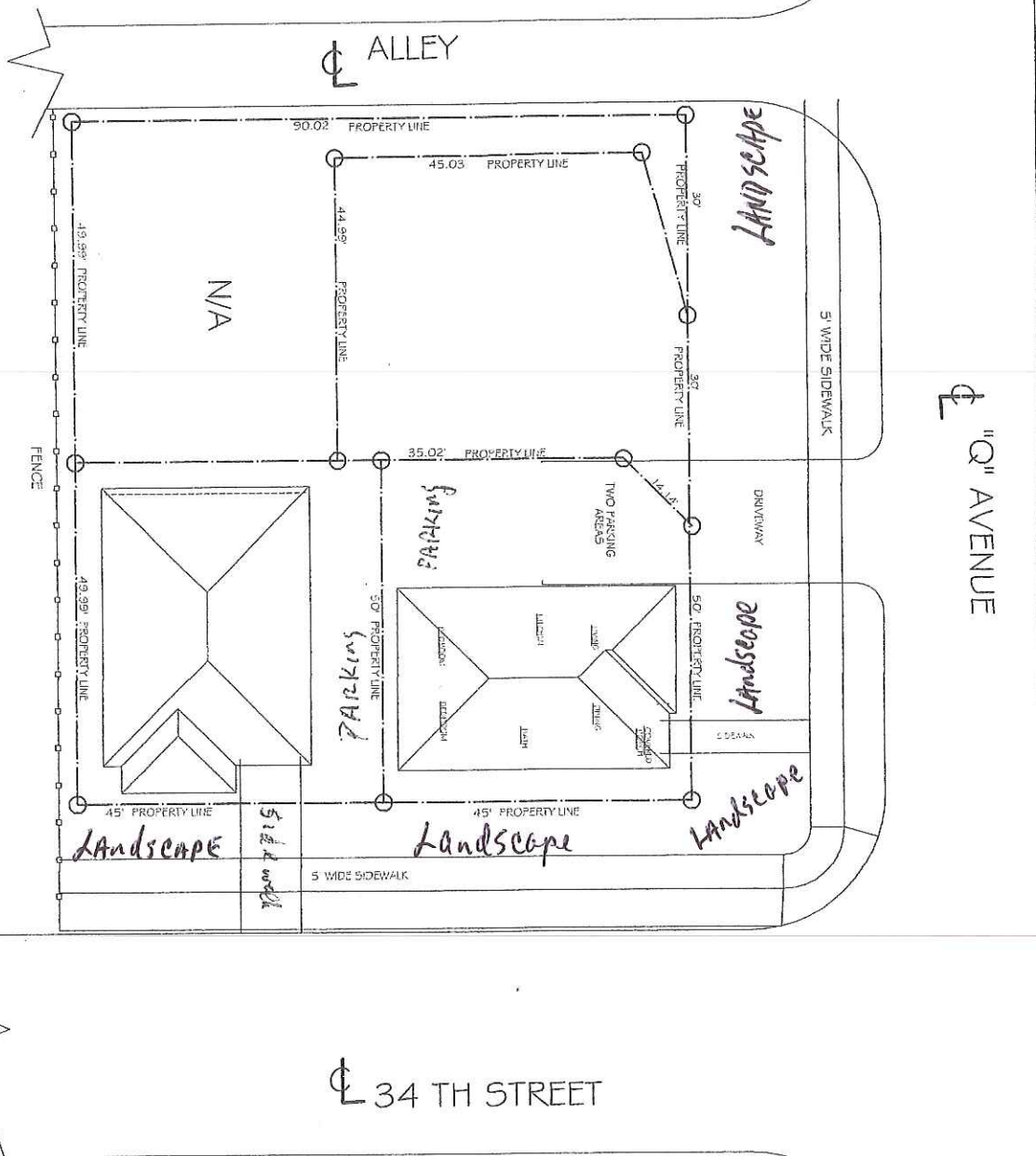
OWNER
Donna S. Jung
1308 33rd Street
Anacortes, WA 98221

HERRIGSTAD ENGINEERING & SURVEYING
4320 Whistle Lake Road, Anacortes, WA 98221 (360) 293-8804



SHEET 1 OF 2

RECEIVED
DEC 11 2018
CITY OF ANACORTES



Deanna Jang
 Randy Clerk

JUNG 4 LOT SHORT PLAT
SURVEY IN SEC. 30, TWP. 35 N, RNG 2 E., W.M.
ANACORTES, WASHINGTON

AUDITORS CERTIFICATE

RECORD OF SURVEY AT THE REQUEST OF DALE K. HERRIGSTAD

201611030052
\$183.00
Skagit County Auditor
11/3/2016 Page 1 of 2 2:44PM

FND CONC. MON.
IN CASE V/
COVER
10-4-2016

AUDITOR
DEPUTY AUDITOR

GENERAL INFORMATION

- Assessor's Account No.s 3775-008-020-0006, P56622.
- Description, and exception information obtained from Subdivision Surrogate Order No. 153973-0A, dated September 12, 2016.
- Water Supply: City of Anacortes.
- Sewer Disposal: City of Anacortes.
- Storm Sewer: City of Anacortes.
- Underlying Zoning: Commercial (C) Zoning District
- Net Acreage: 9,000 Net Square Feet
Gross Acreage: 9,920 Gross Square Feet

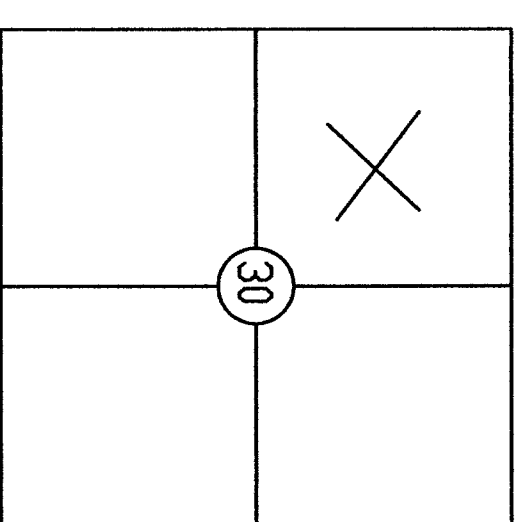
NOTES

- SET RE-BAR AND YELLOW CAP P.L.S. #27807.
- SET PK NAIL IN CONCRETE.
- FOUND EXISTING REBAR AND CAP AS NOTED.
- FOUND OR SET MONUMENT WITH CASE AND COVER AS NOTED.
- EQUIPMENT USED: Carlson CR2, 2 Second total station.
- MONUMENTS TIED ON 11-19-2015.
- ERROR OF CLOSURE MEETS WASHINGTON STATE SURVEY STANDARDS.
- SURVEY METHOD: STANDARD FIELD TRAVERSE.
- BASIS OF BEARINGS ROS AF 201002110059 CL OF 34TH STREET.

ADDRESSES
LOT 1 3316 'Q' AVENUE
LOT 2 3320 'Q' AVENUE
LOT 3 908 4TH STREET
LOT 4 3312 'Q' AVENUE

- PRIVATE EASEMENTS
① 5' STORM AND SANITARY SEWER EASEMENT,
SEE SHEET 2 FOR DISCRPTION.
② 5' WATER SERVICE EASEMENT, SEE SHEET
2 FOR DISCRPTION.

TO SEE SECTION TIE SEE
RDS AF #201002110059



IN THE N.W. 1/4, SEC. 30,
TOWNSHIP 35 N., RNG. 2 EAST, W.M.
CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON.

SPL-2015-0004 PW#16-007-DEV

SHEET 1 OF 2

SHORT PLAT

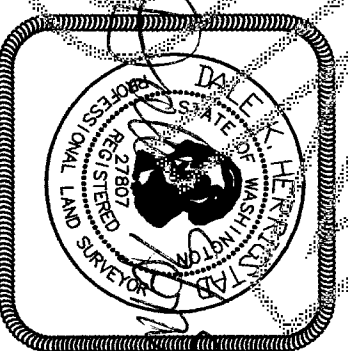
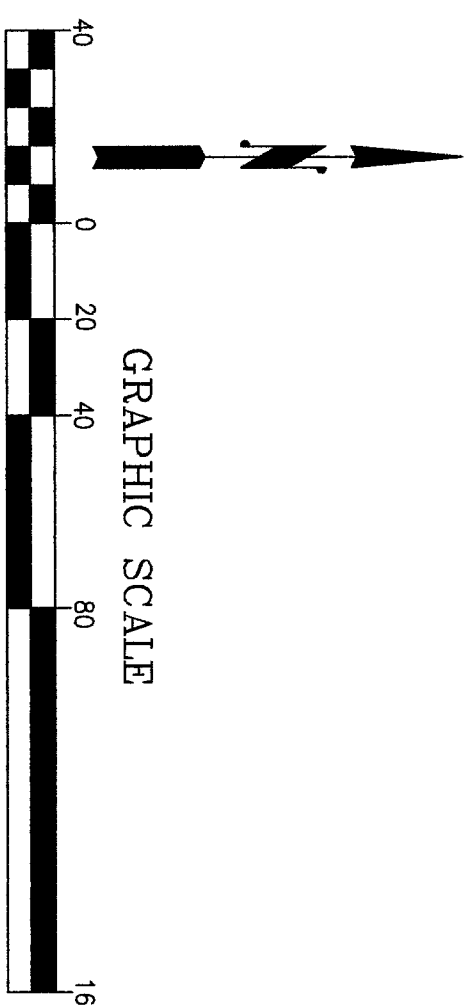
SURVEYOR
DALE K. HERRIGSTAD P.L.S.
4320 WHISTLE LAKE ROAD
ANACORTES WA 98221
360-299-8804

OWNER
Donna S. Jung
1308 33rd Street
Anacortes, WA 98221

DWN BY: DKH
CHECK BY: DH
DATE: Sept. 2016
SCALE: 1"=40'

HERRIGSTAD ENGINEERING & SURVEYING
4320 Whistle Lake Road, Anacortes, WA 98221 (360) 293-8804

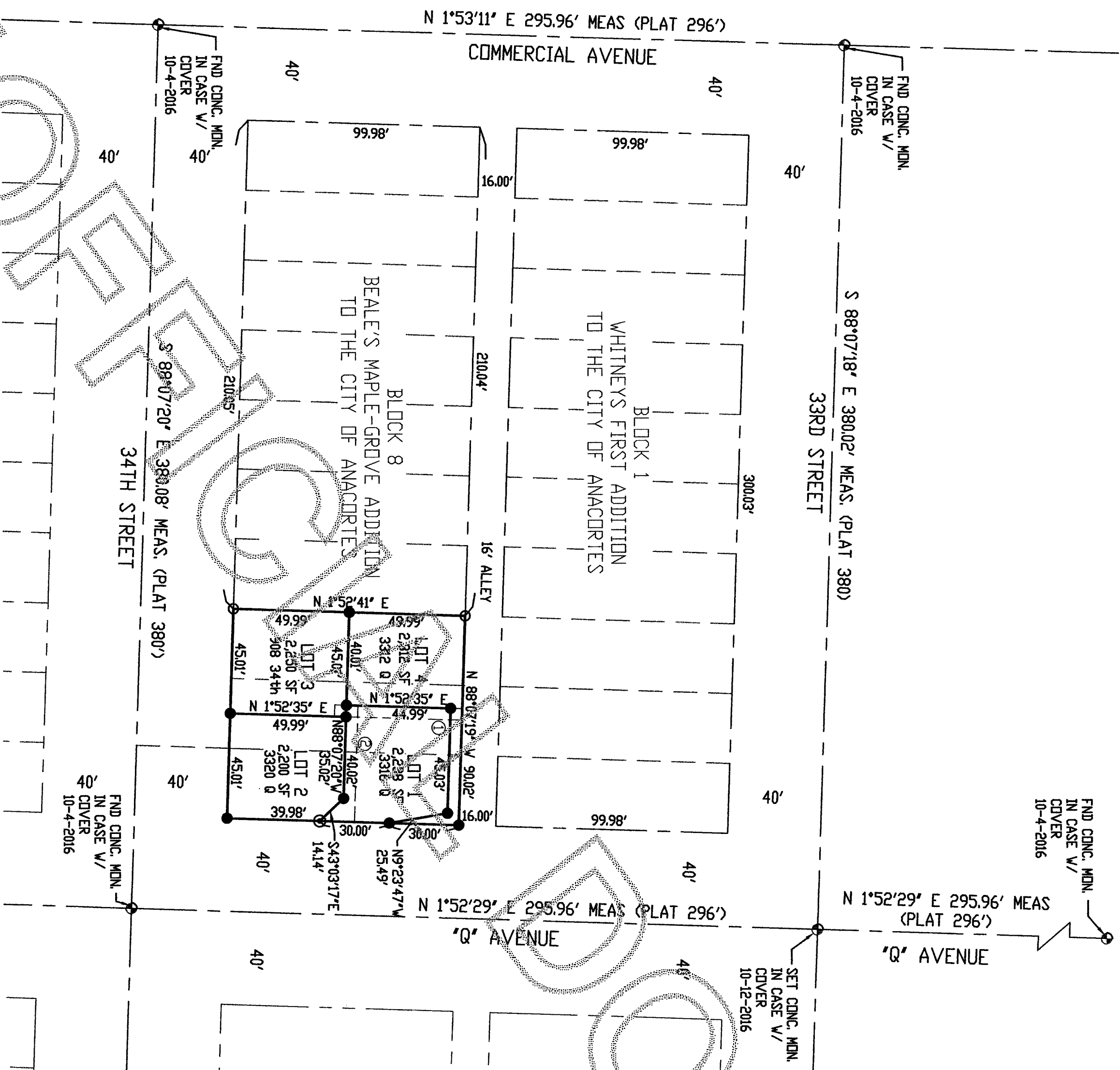
Certificate No. 27807
Date OCTOBER 27, 2016



I hereby certify that the JUNG 4 LOT SHORT PLAT is based upon an actual survey and subdivision performed by me or under my supervision of Section 30, Township 35 North, Range 2 East, W.M.; that the courses and distances are shown correctly on the ground; and that I have complied with the provisions of the statutes and plotting regulations and that permanent control monuments have been established at each and every controlling corner of the parcel of land being subdivided.

DALE K. HERRIGSTAD, P.L.S.

Dale K. Herrigstad



JUNG 4 LOT SHORT PLAT
SURVEY IN SEC. 30, TWP. 35 N, RNG 2 E., W.M.
ANACORTES, WASHINGTON

LEGAL DESCRIPTION

Lots 18, 19 and 20, Block 8, 'BEALE'S MAPLE-GROVE ADDITION TO THE CITY OF ANACORTES,' as per plat recorded in Volume 2 of Plats, page 19, records of Skagit County, Washington.

Situated in the City of Anacortes, County of Skagit, State of Washington.

SHORT PLAT CONDITION OF APPROVAL

1. The lots in this short subdivision are subject to applicable water, sewer, and stormwater general facility and hookup fees and transportation, fire, and park impact fees. These fees are payable at levels in effect at the time of building permit issuance and may differ from those fee levels currently in effect; sewer and water latecomer charges may be payable.
2. Land contained within a short subdivision may not be further divided in any manner within a period of five years from date of approval without filing a standard plat.
3. Unless the underlying Commercial zoning district or regulations therein change, no single-family residential use is permitted on any of the four (4) lots created by this short plat unless approved via a Conditional Use Permit. The permitted and proposed use is for transient short term vacation rentals only. A note to this effect shall also be added to each deed.

PRIVATE UTILITY EASEMENTS

1. A 5 FOOT WIDE SANITARY AND STORM SEWER EASEMENT ACROSS LOTS 1, 3 AND 4, LYING NORTHSOUTH ALONG THE PROPERTY LINE BETWEEN LOTS 1 AND 4 AS SHOWN ON THE PLAT IS HEREBY GRANTED TO LOTS 2, 3 AND 4 FOR THE PURPOSE OF STORM AND SANITARY SEWER AND THE REPAIRING AND MAINTENANCE THEREOF.
2. A 5 FOOT WIDE WATER EASEMENT ACROSS LOT 1 LYING EASTWEST ALONG THE PROPERTY LINE BETWEEN LOTS 1 AND 2 AS SHOWN ON THE PLAT IS HEREBY GRANTED TO LOTS 2, 3 AND 4 FOR THE PURPOSE OF WATER SERVICE LINES AND REPAIR, REPLACEMENT & MAINTENANCE THEREOF.

CONSENT:

Know All Men by we the undersigned owners certify, that the Short Plat is made as a free act and deed, in witness whereof we have hereunto set our hands and seals this

1st day of November, 2016.

Donna S. Jung

Phil Heidt Alexia Heidt

State of Washington
County of Skagit

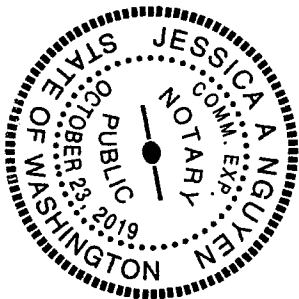
I certify that I know or have satisfactory evidence that Donna S. Jung, as her separate estate, signed this instrument, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 1st day of November, 2016. Notary Public in and for the State of Washington
Signed _____
Name printed Jessica A. Nguyen
Residing at Mount Vernon, WA
My commissions expires October 23, 2019

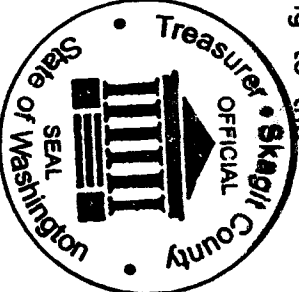
State of Washington
County of King

I certify that I know or have satisfactory evidence that Phil & Alexia Heidt, husband and wife, signed this instrument, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 31st day of October, 2016. Notary Public in and for the State of Washington
Signed Jeffrey D. Vanni
Name printed Jeffrey D. Vanni
Residing at Port Townsend
My commissions expires Dec. 10, 2016



SKAGIT COUNTY TREASURERS CERTIFICATE
I certify that all taxes hereafter levied and which have become a lien upon the lands herein described have been fully paid and discharged according to the records of my office, up to and including the year of 20 16.
Certified this 3rd day of November, 20 16.
David J. Jones
Skagit County Treasurer



CITY OF ANACORTES APPROVALS
[Signature] Planning Director
[Signature] City Engineer

Examined and approved this 2nd day of November, 20 16.



SPL-2015-0004 PW#16-007-DEV

SHORT PLAT

SURVEYOR
DALE K. HERRIGSTAD P.L.S.
4320 WHISTLE LAKE ROAD
ANACORTES WA 98221
360-299-8804

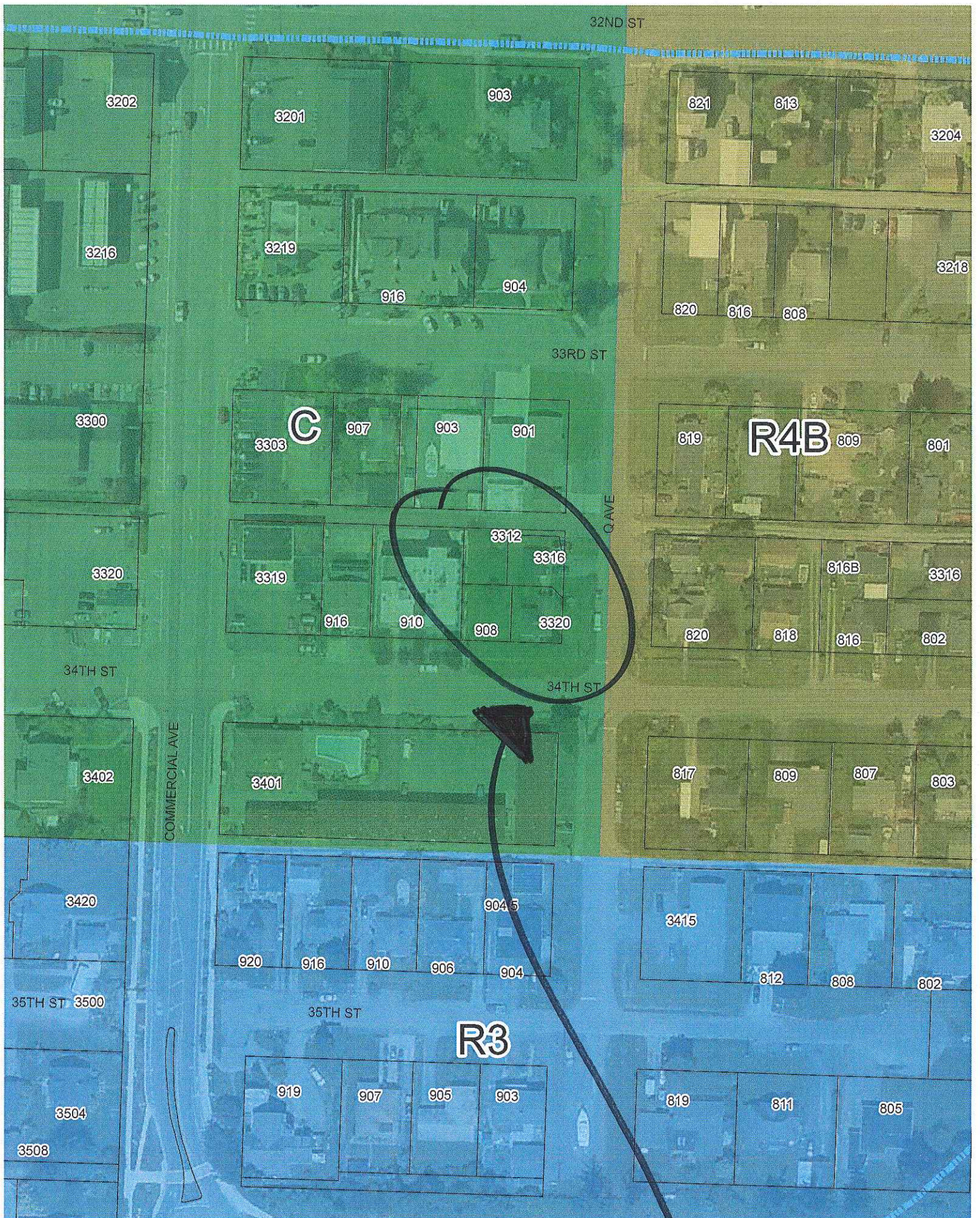
DWNER
Donna S. Jung
1308 33rd Street
Anacortes, WA 98221

HERRIGSTAD ENGINEERING & SURVEYING
4320 Whistle Lake Road, Anacortes, WA 98221 (360) 299-8804

DWN BY: DKH
CHECK BY: dkh
DATE: SEPT 2016
SCALE: NOTED
JOB2015-124

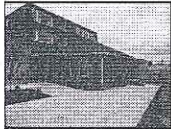
EXHIBIT #02:

GIS MAP & ASSESSORS'S INFO



Subject Property(s)

Details for Parcel: P133552



Jurisdiction: ANACORTES

Zoning Designation: Please contact the city of ANACORTES for ANACORTES zoning information.

Parcel Number	XrefID	Quarter Section Township Range
P133552	3775-008-020-0306	NW 30 35 02
Owner Information	Site Address(es)	Map Links
JUNG DONNA S	908 34TH STREET	Open in iMap
1308 33RD STREET	Anacortes, WA (Jurisdiction, State)	Assessor's Parcel Map:
ANACORTES, WA 98221	Zip Code Lookup Site Address Information	PDF DWF

Current Legal Description Abbreviation Definitions

LOT 3, JUNG 4 LOT SHORT PLAT, RECORDED UNDER AF#201611030052, BEING A PORTION OF LOTS 18, 19 AND 20, BLOCK 8, BEALE'S MAPLE GROVE ADDITION TO THE CITY OF ANACORTES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 19, RECORDS OF SKAGIT COUNTY, WASHINGTON.

2017 Values for 2018 Taxes*

Building Market Value \$140,100.00
 Land Market Value +\$101,800.00
 Total Market Value \$241,900.00
 Assessed Value \$241,900.00
 Taxable Value \$241,900.00

Sale Information

Deed Type
 Sale Date
 Sale Price \$0.00

2018 Property Tax Summary

2018 Taxable Value \$241,900.00
 General Taxes \$2,535.48
 Special Assessments/Fees
 Total Taxes \$2,535.48

* Effective date of value is January 1 of the assessment year (2017)

Legal Description at time of Assessment

*Land Use	(111) HOUSEHOLD, SFR, INSIDE CITY		WAC 458-53-030	
Neighborhood	(20ACENTRAL) ANACORTES CENTRAL RESIDENTIAL			
Levy Code	0900	Fire District		
School District	SD103	Exemptions		
Utilities	*SEW, PWR, WTR-P	Acres	0.05	
Improvement 1 Attributes Summary				
Building Style	ONE STORY			
Year Built		Foundation		
Above Grade Living Area	1,064 Square Feet	Exterior Walls		
Finished Basement		Roof Covering		
*Total Living Area	1,064 Square Feet	Heat/Air Conditioning		
Unfinished Basement		Fireplace		
*Total Garage Area		Bedrooms		
Bathrooms				
For additional information on individual segments see Improvements tab				

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

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

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

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

Details for Parcel: P133553



Jurisdiction: ANACORTES

Zoning Designation: Please contact the city of ANACORTES for ANACORTES zoning information.

[Recorded Documents](#) Documents scanned and recorded by the Auditor's office[Excise Affidavits](#) Document scans of excise affidavits

Parcel Number

P133553

XrefID

3775-008-020-0106

Quarter Section Township Range

NW 30 35 02

Owner Information

CLICK CONSTRUCTION LLC
1004 COMMERCIAL AVENUE NO 267
ANACORTES, WA 98221

Site Address(es)

3316 Q AVENUE
Anacortes, WA (Jurisdiction, State)
[Zip Code Lookup](#) | [Site Address Information](#)

Map Links

[Open in iMap](#)
Assessor's Parcel Map:
[PDF](#) | [DWF](#)

Current Legal Description Abbreviation Definitions

LOT 1, SHORT PLAT NO. SPL-2015-0004, APPROVED NOVEMBER 2, 2016, UNDER AUDITORS FILE NO. 201611030052; BEING A PORTION OF LOTS 18, 19 AND 20, BLOCK 8, BEALES MAPLE-GROVE ADDITION TO THE CITY OF ANACORTES, AS PER PLAT RECORDED IN VOLKUME 2 OF PLATS, PAGE 19, RECORDS OF SKAGIT COUNTY, WASHINGTON.

2018 Values for 2019 Taxes*

Building Market Value \$.00
Land Market Value +\$105,400.00
Total Market Value \$105,400.00
Assessed Value \$105,400.00
Taxable Value \$105,400.00

Sale Information

Deed Type WARRANTY DEED
Sale Date 2018-07-11
Sale Price \$60,000.00

2019 Property Tax Summary

2019 Taxable Value \$105,400.00
General Taxes \$994.64
Special Assessments/Fees
Total Taxes \$994.64

* Effective date of value is January 1 of the assessment year (2018)

Legal Description at time of Assessment

*Land Use					WAC 458-53-030
Neighborhood	(21AVIEW) ANACORTES VIEW RESIDENTIAL				
Levy Code	0900	Fire District			
School District	SD103	Exemptions			
Utilities	*SEW, PWR, WTR-P	Acres	0.05		
Improvement 1 Attributes Summary					
Building Style	SINGLE FAMILY RESIDENCE				
Year Built		Foundation			
Above Grade Living Area		Exterior Walls			
Finished Basement		Roof Covering			
*Total Living Area		Heat/Air Conditioning			
Unfinished Basement		Fireplace			
*Total Garage Area		Bedrooms			
Bathrooms					
For additional information on individual segments see Improvements tab					

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

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

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

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

Details for Parcel: P133554



Jurisdiction: ANACORTES

Zoning Designation: Please contact the city of ANACORTES for ANACORTES zoning information.

Recorded Documents Documents scanned and recorded by the Auditor's office

Excise Affidavits Document scans of excise affidavits

Parcel Number

P133554

XrefID

3775-008-020-0406

Quarter Section Township Range

NW 30 35 02

Owner Information

CLICK CONSTRUCTION LLC

1004 COMMERCIAL AVENUE NO 267

ANACORTES, WA 98221

Site Address(es)

3312 Q AVENUE

Anacortes, WA (Jurisdiction, State)

Zip Code Lookup | Site Address Information

Map Links

Open in iMap

Assessor's Parcel Map:

PDF | DWF

Current Legal Description Abbreviation Definitions

LOT 4, SHORT PLAT NO. SPL-2015-0004, APPROVED NOVEMBER 2, 2016, UNDER AUDITOR'S FILE NO. 201611030052; BEING A PORTION OF LOTS 18, 19 AND 20, BLOCK 8, 'BEALE'S MAPLE-GROVE ADDITION TO THE CITY OF ANACORTES,' AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 19, RECORDS OF SKAGIT COUNTY, WASHINGTON.

2018 Values for 2019 Taxes*

Building Market Value \$72,000.00
 Land Market Value +\$113,800.00
 Total Market Value \$185,800.00
 Assessed Value \$185,800.00
 Taxable Value \$185,800.00

Sale Information

Deed Type WARRANTY DEED
 Sale Date 2017-04-14
 Sale Price \$85,000.00

2019 Property Tax Summary

2019 Taxable Value \$185,800.00
 General Taxes \$1,753.35
 Special Assessments/Fees
 Total Taxes \$1,753.35

* Effective date of value is January 1 of the assessment year (2018)

Legal Description at time of Assessment

*Land Use	(111) HOUSEHOLD, SFR, INSIDE CITY		WAC 458-53-030	
Neighborhood	(21AVIEW) ANACORTES VIEW RESIDENTIAL			
Levy Code	0900	Fire District		
School District	SD103	Exemptions		
Utilities	*SEW, PWR, WTR-P	Acres	0.05	
Improvement 1 Attributes Summary				
Building Style	ONE STORY			
Year Built	2018	Foundation	CONCRETE	
Above Grade Living Area	793 Square Feet	Exterior Walls	SIDING	
Finished Basement		Roof Covering	COMP	
*Total Living Area	793 Square Feet	Heat/Air Conditioning	HEAT PUMP	
Unfinished Basement		Fireplace		
*Total Garage Area		Bedrooms	1	
Bathrooms	FULL BATH			
For additional information on individual segments see Improvements tab				

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

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

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

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

Details for Parcel: P56622



Jurisdiction: ANACORTES

Zoning Designation: Please contact the city of ANACORTES for ANACORTES zoning information.

[Recorded Documents](#) Documents scanned and recorded by the Auditor's office[Excise Affidavits](#) Document scans of excise affidavits

Parcel Number

P56622

XrefID

3775-008-020-0006

Quarter Section Township Range

NW 30 35 02

Owner Information

JUNG DONNA S
1308 33RD STREET
ANACORTES, WA 98221

Site Address(es)

3320 Q AVENUE
Anacortes, WA (Jurisdiction, State)
[Zip Code Lookup](#) | [Site Address Information](#)

Map Links

[Open in iMap](#)
Assessor's Parcel Map:
[PDF](#) | [DWF](#)

Current Legal Description [Abbreviation Definitions](#)

LOT 2, JUNG 4 LOT SHORT PLAT, RECORDED UNDER AF#201611030052, BEING A PORTION OF LOTS 18, 19 AND 20, BLOCK 8, BEALE'S MAPLE GROVE ADDITION TO THE CITY OF ANACORTES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 19, RECORDS OF SKAGIT COUNTY, WASHINGTON.

2018 Values for 2019 Taxes*

Building Market Value \$110,100.00
Land Market Value +\$120,400.00
Total Market Value \$230,500.00
Assessed Value \$230,500.00
Taxable Value \$230,500.00

Sale Information

Deed Type WARRANTY DEED
Sale Date 2011-12-21
Sale Price \$166,000.00

2019 Property Tax Summary

2019 Taxable Value \$230,500.00
General Taxes \$2,175.19
Special Assessments/Fees
Total Taxes \$2,175.19

* Effective date of value is January 1 of the assessment year (2018)

[Legal Description at time of Assessment](#)

*Land Use	(111) HOUSEHOLD, SFR, INSIDE CITY		WAC 458-53-030	
Neighborhood	(21AVIEW) ANACORTES VIEW RESIDENTIAL			
Levy Code	0900	Fire District		
School District	SD103	Exemptions		
Utilities	*SEW, PWR, WTR-P	Acres	0.05	
Improvement 1 Attributes Summary				
Building Style	ONE STORY			
Year Built	2016	Foundation	CONCRETE	
Above Grade Living Area	876 Square Feet	Exterior Walls	SHAKE/SHINGLE	
Finished Basement		Roof Covering	COMP	
*Total Living Area	876 Square Feet	Heat/Air Conditioning	HEAT PUMP	
Unfinished Basement		Fireplace		
*Total Garage Area		Bedrooms	2	
Bathrooms	FULL BATH			
For additional information on individual segments see Improvements tab				

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

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

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

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

EXHIBIT #03:

NEIGHBORHOOD MEETING, NOTICE OF APPLICATION & HEARING, & REVISED NOTICE OF APPLICATION & HEARING



NEIGHBORHOOD MEETING:

A neighborhood meeting will be held at **6:00 PM on Tuesday, December 4, 2018, in the City of Anacortes' Senior Activity Center located at 1701 22nd Street, Anacortes, Washington**, concerning the applicant's proposed development. The applicant wishes to permit the use of single-family residences on the four (4) respective lots that were created by short plat in 2016. The subject property is located in the Commercial Zoning District. Currently, vacation rentals are permitted on the subject property(s), not single-family residences as single-family residences require an approved Conditional Use Permit.

Applicant: Randy Click & Donna Jung; 1308 33rd Street, Anacortes WA 98221; Phone #: (360) 299-9682

Project Location: The subject properties are located at the northwest corner of 34th Street and "Q" Avenue intersection. Addressed as 3312 "Q" Avenue, 3316 "Q" Avenue, 908 34th Street, & 3320 "Q" Avenue.

Parcel(s) Numbers Involved: Parcel #: P133552, P56622, P133553, & P133554

Required Project Permits/Approvals: The following permits /approvals may be required as part of the proposed development: Conditional Use Permit, Stormwater Drainage Analysis, & Building Permit. This however just concerns a neighborhood meeting at this time.

For Project Information: Kevin Cricchio, AICP, ISA, WPIT, Associate Planner; Phone: (360) 293-1937; Email: kevinc@cityofanacortes.org; City of Anacortes, P.O. Box 547, Anacortes, WA 98221

Date Issued: November 21, 2018

Publish: November 21, 2018



NOTICE OF APPLICATION & HEARING:

Notice Is Hereby Given That An Application Was Made For The Following Proposal:

Request: The applicant has applied for a Conditional Use Permit (CUP) to permit the conversion of two (2) short-term rentals located on the subject properties (Parcels #: P133552 & P56622) to single-family residences along with allowing the construction of a single-family residence on the vacant lot (P133553). Three of the four lots involved in the CUP request were created by short plat (SPL-2015-0004) in 2016. Lot 4 (P133554) of the subject short plat is not involved in this CUP request. The subject properties are located in the Commercial Zoning District. Short-term rentals are permitted outright in the Commercial Zoning District but single-family residences require an approved Conditional Use Permit per AMC 17.24.040.

Applicant: Randy Click & Donna Jung, 1308 33rd Street, Anacortes WA 98221

Project Location: The subject properties are located at the northwest corner of 34th Street and "Q" Avenue intersection. Addressed as 3316 "Q" Avenue, & 3320 "Q" Avenue, & 908 34th Street. The parcel numbers involved are P133552, P133553, & P56622.

File Number: CUP-2018-0003

Date of Application: December 11, 2018

Date of Completeness: January 09, 2019

Public Comment Period: Any person may comment on this application by writing to the address below and/or by testifying at the public hearing. Staff will issue a recommendation on the project after the comment period ends at **5:00 PM on January 30, 2019**. Written comments on the proposal should be submitted before the end of the comment period but will be accepted until the close of the Pre-decision Open-Record Public Hearing.

Required Project Permits/Approvals: The following may be required in addition to the above: Building Permit Application Approval & Stormwater Drainage Analysis

Preliminary Determination of Consistency: At this time, no determination of consistency with City of Anacortes plans, regulations, or standards has been made. At a minimum, this project will be subject to the following plans and regulations: the Comprehensive Plan; Anacortes Municipal Code (Zoning, etc.), Engineering Design and Building Standards.

Pre-Decision Open-Record Public Hearing: A pre-decision open-record public hearing will be held by the **Planning Commission at 5:00 PM on Wednesday, February 27, 2019**, to make a recommendation on the application to City Council. The Planning Commission will conduct a **3:00 PM site visit** onsite prior to this hearing. **Closed-Record Decision Hearing:** A closed-record decision hearing to make a decision on the application will be held by the **City Council at 6:00 PM on Monday, March 18, 2019**. Both hearings will be in City Council chambers located at 904 6th Street, Anacortes, WA.

How to become a party of record: You may become a party of record by submitting written comments, including a (USPS) mailing address, to the City of Anacortes PCED at the address listed below. E-mailed comments must include a return (USPS) mailing address in order for the sender to be considered a party of record. Questions about this proposal, requests to receive future notices of hearings and/or the decision, once made, and/or appeal procedures should be directed to the contact person listed below. The application and complete case file are available for review at the City of Anacortes PCED located at 904 6th Street, Anacortes, WA 98221. A decision on this application will be made within 120 days from the date of completeness.

For Project Information: Kevin Cricchio, AICP, ISA, WPIT, Senior Planner; Phone: (360) 293-1937; Email: kevinc@cityofanacortes.org; City of Anacortes, P.O. Box 547, Anacortes, WA 98221

Date Issued: January 09, 2019

Publish: January 09, 2019



REVISED NOTICE OF APPLICATION & HEARING:

Notice Is Hereby Given That An Application Was Made For The Following Proposal:

Request: The applicant has applied for a Conditional Use Permit (CUP) to permit the conversion of three (3) short-term rentals located on the subject properties to single-family residences along with allowing the construction of a single-family residence on the vacant lot (P133553). All four of the subject lots involved in the CUP request were created by short plat (SPL-2015-0004) in 2016 and are located in the Commercial Zoning District. Short-term rentals are permitted outright in the Commercial Zoning District but single-family residences require an approved Conditional Use Permit per AMC 17.24.040.

Applicant: Randy Click & Donna Jung, 1308 33rd Street, Anacortes WA 98221

Project Location: The subject properties are located at the northwest corner of 34th Street and “Q” Avenue intersection. Addressed as 3316 ”Q” Avenue, 3320 “Q” Avenue, 3312 “Q” Avenue, & 908 34th Street. The parcel numbers involved are P133552, P133553, P133554, & P56622.

File Number: CUP-2018-0003

Date of Application: December 11, 2018

Date of Completeness: January 09, 2019

Public Comment Period: Any person may comment on this application by writing to the address below and/or by testifying at the public hearing. Staff will issue a recommendation on the project after the comment period ends at **5:00 PM on April 3, 2019**. Written comments on the proposal should be submitted before the end of the comment period but will be accepted until the close of the Pre-decision Open-Record Public Hearing.

Required Project Permits/Approvals: The following may be required in addition to the above: Building Permit Application Approval & Stormwater Drainage Analysis

Preliminary Determination of Consistency: At this time, no determination of consistency with City of Anacortes plans, regulations, or standards has been made. At a minimum, this project will be subject to the following plans and regulations: the Comprehensive Plan; Anacortes Municipal Code (Zoning, etc.), Engineering Design and Building Standards.

Pre-Decision Open-Record Public Hearing: A pre-decision open-record public hearing will be held by the **Planning Commission at 5:00 PM on Wednesday, April 24, 2019**, to make a recommendation on the application to City Council. The Planning Commission will conduct a **3:00 PM site visit** onsite prior to this hearing. The hearing will be in City Council chambers located at 904 6th Street, Anacortes, WA.

Closed-Record Decision Hearing: A closed-record decision hearing to make a decision on the application will be held by the **City Council at 6:00 PM on Monday, May 13, 2019**. The hearing will be in City Council chambers located at 904 6th Street, Anacortes, WA.

How to become a party of record: You may become a party of record by submitting written comments, including a (USPS) mailing address, to the City of Anacortes PCED at the address listed below. E-mailed comments must include a return (USPS) mailing address in order for the sender to be considered a party of record. Questions about this proposal, requests to receive future notices of hearings and/or the decision, once made, and/or appeal procedures should be directed to the contact person listed below. The application and complete case file are available for review at the City of Anacortes PCED located at 904 6th Street, Anacortes, WA 98221. A decision on this application will be made within 120 days from the date of completeness.

For Project Information: Kevin Cricchio, AICP, ISA, WPIT, Senior Planner; Phone: (360) 293-1937; Email: kevinc@cityofanacortes.org; City of Anacortes, P.O. Box 547, Anacortes, WA 98221

Date Issued: March 13, 2019

Publish: March 13, 2019

EXHIBIT #04:

PUBLIC COMMENTS RECEIVED

City of Anacortes PCED
PO Box 547
Anacortes, WA 98221

Re: File Number CUP-2018-0003

This conditional use permit is to convert two short-term rentals (Parcels P133552 and P56622) to single-family residences as well as allowing construction of a single-family residence on the vacant lot (Parcel P133553).

At 2250 square feet, 2200 square feet and 2237 square feet respectively, these lots are too small for single-family residences.

The City of Anacortes zoning ordinances specify minimum lot sizes for single-family residences. They vary from 15,000 square feet in R1 to the smallest allowable at 3000 square feet in R4. While the zoning ordinances have no minimum size for lots in the Commercial zone, according to Robert Hoxie of the Anacortes Public Works Department there are no existing single-family residences on commercial lots that are smaller than 3000 square feet.

At the present time there are no single-family residences anywhere in the city on lots smaller than 3000 square feet. Therefore, this conditional use, if permitted, would set a precedent. Yet we learned from Senior Planner Kevin Cricchio that anticipated zoning changes for 2019 will eliminate single-family residences in the commercial zone entirely, even as a conditional use. Granting this conditional use now would be incongruent with the direction the City is taking.

These small lots work well for vacation rentals but lack room for storage. Existing 3000 square foot lots with single-family residences in Anacortes fill quickly with house, garage, shed, yard or garden. Current ordinances stipulate that buildings are allowed to cover no more than 50% of the lot in Commercial or Residential zones. The existing building-to-lot size of these parcels leaves little if any room for garage or storage.

If single-family residences are not allowed on lots smaller than 3000 square feet in areas zoned Residential, they should not be allowed on smaller lots anywhere in the City. We urge the City to deny this conditional use due to the very small lot size of these properties as inconsistent with single-family residences. Please don't set this precedent or leave these three nonconforming lots as a legacy.

Don McLaskey
Susan Hill
820 34th Street
Anacortes
360-317-8775
360-472-1902

From: [Cynthia Richardson](#)
To: [Cricchio, Kevin](#)
Subject: Re: File Number CUP-2018-0003
Date: Thursday, April 18, 2019 10:51:59 PM

Kevin,

I am re-submitting the comment letter below, since the original was sent prior to the date that the application was submitted for the Conditional Use Permit for this project.

I would also like to add the following comments for Planning Commission and City Council consideration:

The purpose of the Commercial zone as stated in the current code is:

The commercial district is designed to provide for establishments offering accommodations or services to motorists and tourists, and to provide areas for retail, wholesale, and repair activities outside the central business district.

Short-term rentals fit this purpose. Single family homes do not.

The applicants subdivided a parcel that wasn't very big in the first place (9,000 sf) into 4 small lots that, while not illegal (because there is no minimum lot size in that zone), are too small to accommodate most permitted or conditional uses in this zone. Very few businesses would be able to build a viable commercial structure on lots that small.

The applicants built permitted uses (small short-term rentals) on 3 of the mini-lots. Now, about 2 years later, they want to convert these permitted uses to single family homes - a conditional use. Although I do not know the applicants, it seems as though they are trying to do an end run around the code requirements.

If 4 single family homes had been proposed at the time of the original short plat, there is a strong likelihood that the staff, Planning Commission, and/or City Council would have required fewer homes on larger lots as part of the Conditional Use Permit conditions. But now, of course, since structures have been built on 3 of the lots, it is not possible to subdivide them differently.

Although there are no specific requirements in the code for a single family home in this zone, it has generally been the practice in such cases to look to the most nearly comparable code section for appropriate requirements. In this case that would probably be the R4 zone, which requires a 3,000 sf minimum lot for a single family home.

The recorded short plat drawing in the Planning Commission packet includes the notation: "Unless the underlying Commercial Zoning District or regulations therein change, no single-family residential use is permitted on any of the four

(4) lots created by this short plat unless approved via a Conditional Use Permit. The permitted and proposed use is for transient short term vacation rentals only. A note to this effect shall also be added to each deed." Do the deeds include this note? If not, why not?

To get a short plat approved for a permitted use and then, after it is too late to change the lots because structures have already been built on them, to turn right around and request approval for a different use seems disingenuous.

Why are only 3 of the lots included in this CUP request? Will Lot 4 continue to be a short-term rental?

I am not opposed to small lots, and I do think that having more small houses is a good thing for affordability and lifestyle options. But the appropriate place to build single family homes is in residential zones, not in the Commercial zone where they use up land that could be used for the primary purposes of the zone such as commercial businesses and multi-story housing.

I encourage the Planning Commission to deny this Conditional Use Permit application, and I encourage the applicant to use the property for short term rentals as clearly set forth in the short plat conditions - or for other permitted uses that fit the purpose of the Commercial zone.

Cynthia Richardson
315 V Ave.
Anacortes, WA 98221
360-299-9081

From: Cynthia Richardson <richrson@cnw.com>
Sent: Thursday, November 22, 2018 12:00 PM
To: Cricchio, Kevin <kevinc@cityofanacortes.org>
Subject: Neighborhood meeting 12-4-18

Kevin,

I will be unable to attend the neighborhood meeting on Dec. 4 regarding the proposed development at the NW corner of 34th and Q. As I understand it from the notice in the Anacortes American, the developer is proposing to apply for a Conditional Use Permit to build 4 single family homes in the Commercial zone at that location.

Please add the following comment to the public record for this project and provide a copy to the applicant:

I am opposed to granting a CUP to build single family residences in ANY location

in the Commercial Zone for the simple reason that Anacortes has a very limited amount of land zoned for commercial uses, and a huge amount of acreage zoned for residential uses. If a builder wishes to build single family homes, they should select land which is zoned for that purpose, not use up land zoned for business.

A city analysis of zoning in 2012 showed that 4% of the non-publicly owned land in the city is zoned C or CBD, which is where our commercial businesses are intended to be located. 63% of the land is zoned R1, R2, or R3. Single family homes are the *primary* purpose of these zones. An addition 5% of the land is designated R4, with the primary purpose of multifamily housing, but single family homes are also allowed there.

To put it another way, 2,883 acres are in residential zoning, while only 185 acres are in the C and CBD zones. Most of the C zone is only 1½ blocks wide, with a few areas that are 2 to 3 blocks wide. That's not much area to allow for future business growth over the next 20 to 50 years. Building single family homes in the C zone makes that land unavailable for future commercial uses.

The C zone also allows multi-story buildings with apartments on the upper floors. So using the land for single family homes also removes the potential for adding many units of multifamily housing (which is typically more affordable).

Some people may argue that a particular site is "underutilized" now and building single family homes there would be a "better" use. But economic conditions change over time, and when the business cycle eventually swings upward again, commercially zoned land will be needed for commercial and multifamily uses. Too often, long term objectives are compromised because we happen to be in a different part of the economic cycle and can't see the big picture.

To summarize: There is lots of land zoned for single family homes. There is very little land zoned for commercial uses. There is very little land zoned for multifamily uses. Therefore, it is counter-productive to the long-term viability and balance of the commercial and multifamily needs of Anacortes to allow Commercial zoned land to be used for single family residences.

Cynthia Richardson
315 V Ave.
Anacortes, WA 98221
360-299-9081

Anacortes, WA 98221
360-299-9081

11 December 2018

From: Rolfe Pope
910 34th Street #102
Anacortes, WA 98221

To: Anacortes Planning Commission
Commissioners Cleland-McGrath, Doll, MacKenzie, McNett, Moffitt, Mount, & Graf

Subject: Rezoning of the Property on the northwest corner of 34th Street and Q Ave

Background: This corner has four lots. Three homes have been built on 3 of the 4 of the lots. Currently, these units are zoned for short term vacation rentals, and the owner would like them rezoned as regular homes, or regular rental units.

I am on the Board of Directors of the Mount Baker View Condominiums, 910 34th Street, located next to these four lots. I have discussed the rezoning request with other board members, and some of the owners.

Problems: Currently, when rented as vacation units of the subject property, short term tenants are there for a good time. Frequently, these short-term tenants party, are loud, and stay up to early morning hours. This causes problems for the residents of the nine-unit condominium located next door at 910 34th Street. The loud noises from these units can prevent condominium residents from sleeping.

I have called the police to resolve noise issues on one or two occasions.

Vacation rentals on the subject property seem to be in a poor location. Noisy vacation units next to a nine-unit residential building seems like bad use of these existing structures.

Requested

Zoning Change We at 910 34th Street are in favor of the requested zoning change to regular homes from short term vacation rentals.

Regular units normally would not contain vacationing short-term renters that are prone to partying late into the evening.

We would further request that short term rentals not be permitted in any of the four units (3 currently built) in the rezoning application.

Summary: Please approve the requested zoning change for the 4 properties located on the northwest corner of 34th Street and Q Ave.

I must say that no formal board meeting of the Mount Baker View Condominium was held authorizing me to send this letter. However, it would accurate to say that my discussions were held with all board members, and a majority of the owners that expressed their opinions to me. These opinions are the basis for my letter.

Thank you very much for the notification on this zoning change request.



Rolfe Pope
Mount Baker View Condominium
Board Member

rolfe.f.pope@memorypoint.net

Cell Phone: 805-218-2234

PLEASE NOTE:

The public comments received hereafter were received prior to CUP application submittal when the neighborhood meeting was noticed. Therefore, technically they are not part of the record as they were submitted prior to application submittal and subsequent noticing.

From: [Cynthia Richardson](#)
To: [Cricchio, Kevin](#)
Subject: Neighborhood meeting 12-4-18
Date: Thursday, November 22, 2018 12:00:12 PM

Kevin,

I will be unable to attend the neighborhood meeting on Dec. 4 regarding the proposed development at the NW corner of 34th and Q. As I understand it from the notice in the Anacortes American, the developer is proposing to apply for a Conditional Use Permit to build 4 single family homes in the Commercial zone at that location.

Please add the following comment to the public record for this project and provide a copy to the applicant:

I am opposed to granting a CUP to build single family residences in ANY location in the Commercial Zone for the simple reason that Anacortes has a very limited amount of land zoned for commercial uses, and a huge amount of acreage zoned for residential uses. If a builder wishes to build single family homes, they should select land which is zoned for that purpose, not use up land zoned for business.

A city analysis of zoning in 2012 showed that 4% of the non-publicly owned land in the city is zoned C or CBD, which is where our commercial businesses are intended to be located. 63% of the land is zoned R1, R2, or R3. Single family homes are the *primary* purpose of these zones. An addition 5% of the land is designated R4, with the primary purpose of multifamily housing, but single family homes are also allowed there.

To put it another way, 2,883 acres are in residential zoning, while only 185 acres are in the C and CBD zones. Most of the C zone is only 1½ blocks wide, with a few areas that are 2 to 3 blocks wide. That's not much area to allow for future business growth over the next 20 to 50 years. Building single family homes in the C zone makes that land unavailable for future commercial uses.

The C zone also allows multi-story buildings with apartments on the upper floors. So using the land for single family homes also removes the potential for adding many units of multifamily housing (which is typically more affordable).

Some people may argue that a particular site is "underutilized" now and building single family homes there would be a "better" use. But economic conditions change over time, and when the business cycle eventually swings upward again, commercially zoned land will be needed for commercial and multifamily uses. Too often, long term objectives are compromised because we happen to be in a different part of the economic cycle and can't see the big picture.

To summarize: There is lots of land zoned for single family homes. There is very little land zoned for commercial uses. There is very little land zoned for multifamily uses. Therefore, it is counter-productive to the long-term viability and balance of the commercial and multifamily needs of Anacortes to allow Commercial zoned land to be used for single family residences.

Cynthia Richardson
315 V Ave.

From: [Hoxie, Robert](#)
To: ["DonSue McLaskeyHill"](#)
Cc: [Cricchio, Kevin](#)
Subject: RE: Small commercial lots w/ single-family residences
Date: Wednesday, November 28, 2018 12:31:46 PM
Attachments: [image001.jpg](#)

No, there are 4 that are right at 3,000.

1005 20th Street

1007 20th Street

1009 20th Street

1010 17th Street

Robert Hoxie GISP

GIS Coordinator

City of Anacortes, Wa

(360)299-1988

gislogo



From: DonSue McLaskeyHill

Sent: Wednesday, November 28, 2018 11:16 AM

To: Hoxie, Robert

Subject: Small commercial lots w/ single-family residences

Hi Rob,

I just spoke to Kevin Cricchio in the planning department and he thought you might be able to help. The subject property is at the corner of 34th St. and Q Ave. It is zoned Commercial and is 4 lots between about 2000 and 2500 square feet each. Three of the four have vacation rentals on them now. The owner wants to get a conditional use permit to allow single-family residences on each of the four lots. I see in the zoning ordinances that the minimum residential lot size is 3000 square feet but there is no minimum in the commercial zone. Kevin did not know if there was a precedent for single-family residences on small commercial lots.

So my question is: Are there single-family residences on any other small commercial lots under 3000 square feet in Anacortes?

Your help is appreciated.

Don McLaskey

THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT #05:

AGENCY & DEPARTMENT COMMENTS RECEIVED



Anacortes Planning, Community & Economic Development Dept.

Permit Center

P.O. Box 547, Anacortes, WA 98221-0547

Don Measamer, *Director of Planning, Community and Economic Development*

PH (360) 299-1984

FAX (360) 293-1938

DEPARTMENT / AGENCY COMMENT FORM:

January 4, 2019

RE: Convert Short Term Rental(s) to Single-Family Residence(s); CUP-2018-0003

From: Kevin Cricchio, Senior Planner; City of Anacortes; 904 6th Street, P.O. Box 547, Anacortes, WA 98221; Phone: (360) 293-1937; Email: kevinc@cityofanacortes.org

Description of Subject Proposal:

The applicant has applied for a Conditional Use Permit (CUP) to permit the conversion of two (2) short-term rentals located on the subject properties (Parcels #: P133552 & P56622) to single-family residences along with allowing the construction of a single-family residence on the vacant lot (P133553). Three of the four lots involved in the CUP request were created by short plat (SPL-2015-0004) in 2016. Lot 4 (P133554) of the subject short plat is not involved in this CUP request. The subject properties are located in the Commercial Zoning District. Short-term rentals are permitted outright in the Commercial Zoning District but single-family residences require an approved Conditional Use Permit per AMC 17.24.040. The subject properties are located at the northwest corner of 34th Street and "Q" Avenue intersection. Addressed as 3316 "Q" Avenue, & 3320 "Q" Avenue, & 908 34th Street. The parcel numbers involved are P133552, P133553, & P56622. Please have any comments or requirements to me by 5:00 PM on January 30, 2019.

Applicant/ Landowner:

Randy Click & Donna Jung
1308 33rd Street
Anacortes, WA 98221

Conditions &/or Requirements:

- * ALL FRONTAGE IMPROVEMENTS HAVE BEEN INSTALLED UNDER PREVIOUS LAND USE.
- * ALL NECESSARY EASEMENTS ARE ON RECORD.
- * ALL PUBLIC WORKS ISSUES HAVE BEEN ADDRESSED.

Signature:

Date:

01.07.19

Dept. / Agency Name:

COA PW ENG.

From: [Nemeth, Terry](#)
To: [Cricchio, Kevin](#)
Subject: RE: Convert Short Term Rental(s) to Single-Family Residence(s); CUP-2018-0003
Date: Monday, January 7, 2019 7:10:26 AM

No issues, already has water provisions
thanks

From: Cricchio, Kevin

Sent: Friday, January 04, 2019 1:38 PM

To: Development Review Group ; 'robert.warinner@dfw.wa.gov' ; 'sepa@dahp.wa.gov' ; Brandon Black ; 'bwindler@skagittransit.org' ; 'Clark, Dennis (DNR)' ; 'emily_teachout@fws.gov' ; 'ronald.j.wilcox@usace.army.mil' ; Larry Campbell ; Jackie Ferry ; 'jjefferson@swinomish.nsn.us' ; 'twoewoodward@samishtribe.nsn.us' ; 'sschuyler@UPPERSKAGIT.com' ; 'Agata McIntyre' ; 'tramsay@asd103.org'

Subject: Convert Short Term Rental(s) to Single-Family Residence(s); CUP-2018-0003
1-4-19

RE: Convert Short Term Rental(s) to Single-Family Residence(s); CUP-2018-0003

Good afternoon all. The applicant [Randy Click & Donna Jung] have applied for a Conditional Use Permit (CUP) to permit the conversion of two (2) short-term rentals located on the subject properties (Parcels #: P133552 & P56622) to single-family residences along with allowing the construction of a single-family residence on the vacant lot (P133553). Three of the four lots involved in the CUP request were created by short plat (SPL-2015-0004) in 2016. Lot 4 (P133554) of the subject short plat is not involved in this CUP request. The subject properties are located in the Commercial Zoning District. Short-term rentals are permitted outright in the Commercial Zoning District but single-family residences require an approved Conditional Use Permit per AMC 17.24.040.

The subject properties are located at the northwest corner of 34th Street and "Q" Avenue intersection. Addressed as 3316 "Q" Avenue, & 3320 "Q" Avenue, & 908 34th Street. The parcel numbers involved are P133552, P133553, & P56622. Please have any comments or requirements to me by **5:00 PM on January 30, 2019**. See the attached application material.

Kevin Cricchio, AICP, ISA, WPIT | Senior Planner | Certified Arborist
Planning, Community & Economic Development Dept.

City of Anacortes | P.O. Box 547 | 904 6th Street | Anacortes, WA 98221

360.293.1937 (work) | kevinc@cityofanacortes.org | www.cityofanacortes.org

My incoming and outgoing email messages are subject to public disclosure requirements per RCW 42.56.

THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT #06:

SITE PHOTOS

SITE PICTURES (TAKEN 4/15/19):



Subject property



Looking north.
Lot #2 is on the
left side.



This is the subject property [Lot #4] that only has one off-street parking space



Lot #3 of the short plat



Lot #1 is the vacant lot to the right. A parking/ access easement is needed to permit lot #4 located in the foreground to park one car on it.

EXHIBIT #07:

SIGNED PLANNING COMMISSION'S FINDINGS OF FACT, CONCLUSIONS OF LAW, AND RECOMMENDATION



PLANNING COMMISSION'S FINDINGS OF FACT, CONCLUSIONS OF LAW, & RECOMMENDATION:

PRE-DECISION OPEN-RECORD

PUBLIC HEARING DATE: 6:00 PM on Wednesday, April 24, 2019
Site Visit: 3:00 PM on Wednesday, April 24, 2019

CLOSED-RECORD DECISION

HEARING DATE: 6:00 PM on Monday, May 13, 2019

FILE NUMBER: CUP-2018-0003

PROJECT LOCATION: The subject properties are located at the northwest corner of 34th Street and "Q" Avenue intersection. Addressed as 3316 "Q" Avenue, 3320 "Q" Avenue, 3312 "Q" Avenue, & 908 34th Street.

SUBJECT PARCEL: Parcel #: P133552, P133553, P133554, & P56622

APPLICANT & LANDOWNER:

Randy Click & Donna Jung
1308 33rd Street
Anacortes, WA 98221

STAFF REPORT PREPARED BY:

Kevin Cricchio, AICP, ISA, WPIT
Senior Planner
City of Anacortes
904 6th Street
Anacortes, WA 98221

SUBJECT PROPOSAL:

The applicant has applied for a Conditional Use Permit (CUP) to permit the conversion of three (3) short-term rentals located on the subject properties to single-family residences along with allowing the construction of a single-family residence on the vacant lot (P133553). All four (4) of the subject lots involved in the CUP request were created by short plat (SPL-2015-0004) in 2016 and are located in the Commercial Zoning District. Short-term

rentals are permitted outright (typed as "Overnight Accommodations" in AMC 17.24.020) in the Commercial Zoning District but single-family residences require an approved Conditional Use Permit per AMC 17.24.040.

CURRENT ZONING: Commercial Zoning District

COMPREHENSIVE PLAN

DESIGNATION: Commercial

SURROUNDING ZONING & LAND USES:

Direction:	Zoning:	Present Land-Use:
North:	Commercial Zoning District	Single-family residences
South:	Commercial Zoning District	Motel /Inn
East:	Residential High Density B Zoning District (R4B)	Single-family residences
West:	Commercial Zoning District	Condominiums/ Multi-family

FINDINGS OF FACT:

I. GENERAL BACKGROUND:

1. The subject property properties were created by short plat. On January 28, 2016, preliminary approval was given to create four (4) lots. Shortly thereafter, the applicant submitted for final short plat. The final short plat was recorded with Skagit County on November 3, 2016.
2. On page 2 of 2 of the recorded short plat, there is a note that states, "Unless the underlying Commercial Zoning District or regulations therein change, no single-family residential use is permitted on any of the four (4) lots created by this short plat unless approved via a Conditional Use Permit."
3. To date, three (3) of the four (4) lots that makeup the short plat have been built on addressed as 908 34th Street (Parcel #: P133552), 3312 "Q" Avenue (Parcel #: P133554) & 3320 "Q" Avenue (Parcel #: P56622). The fourth lot addressed as 3316 "Q" Avenue (Parcel #: P133553), remains unimproved /vacant to date. Because of this note on the face of the short plat, these three (3) structures were constructed as short-term vacation rentals, not single-family residences. The issued building permits are BLD-2016-1116, BLD-2016-1332, & BLD-2015-0668 respectively.
4. A pre-application conference is required for Conditional Use Permit applications per AMC Table 19.20.030-1. Accordingly, a pre-application conference meeting was conducted with the applicant on Tuesday, September 11, 2018.
5. A neighborhood meeting is required for Conditional Use Permit applications per AMC Table 19.20.030-1. Accordingly, a neighborhood meeting was conducted at

6:00 PM on December 4, 2018 in the Senior Center. The neighborhood meeting notice was posted on site in two different locations, published in the Anacortes American newspaper, and mailed to neighboring landowners within 300 feet of the subject property as is required by AMC 19.20.120(D).

6. On December 11, 2018, the City of Anacortes' Department of Planning, Community, & Economic Development received the subject Conditional-Use Permit application.

II. NOTICE OF APPLICATION (NOA) & NOTICE OF HEARING (NOH):

1. Following a review of the application material submitted, the subject application was deemed complete on January 9, 2019. A notice of application and hearing was posted onsite, published in the local newspaper, and mailed to neighboring landowners concerning three (3) of the four (4) lots within the short plat. Shortly thereafter, the applicant changed their mind and decided to include all four (4) lots within the short plat as part of the proposed Conditional Use Permit. Accordingly, a revised notice of application and hearing was posted onsite, published in the local newspaper, and mailed to neighboring landowners concerns to include all four (4) lots of the short plat.
2. The revised notice of application and hearing was also posted at city hall, the local USPS office, the library, and on the city's website.
3. Agencies and departments of jurisdiction were solicited for comment.
4. Per AMC Table 19.20.030-1, Conditional Use Permits are considered a Type 4 land use permit, which requires a 21-day comment period.
5. Because a revised notice of application and hearing was required due to a change in the scope of the project, a new comment period was also is needed. The comment period for the subject application began on March 13, 2019, and ended at 5:00 PM on April 3, 2019. Comments however were accepted until the close of the pre-decision open record public hearing.

III. CRITICAL AREA / ENVIRONMENTALLY SENSITIVE AREA REVIEW:

There are no known critical areas located either on the subject property or within 300 feet to it.

IV. STATE ENVIRONMENTAL POLICY ACT:

The subject proposal was determined to be exempt from SEPA environmental review per WAC § 197.11.800 and AMC § 18.04.120.

V. PUBLIC COMMENT:

Any public comment received can be been found in **Exhibit # 04**.

VI. AGENCY & DEPARTMENT COMMENT:

Comments received from both agencies and departments of jurisdiction can be found in **Exhibit # 05.**

VII. ZONING ORDINANCE/CODE:

1. Per AMC 17.24.010, the purpose of the Commercial (C) Zoning District is “....to provide for establishments offering accommodations or services to motorists and tourists, and to provide areas for retail, wholesale, and repair activities outside the central business district.”
2. Single-family residences in the Commercial Zoning District require a Conditional Use Permit per AMC 17.24.040.
3. All three (3) building permits (BLD-2016-1116, BLD-2016-1332, & BLD-2015-0668) submitted to the city in 2015 and 2016 were reviewed for conformance with the Commercial Zoning District’s requirements including but not limited to setbacks, maximum land coverage, maximum permitted height, and landscaping. As stated earlier, three (3) of the four (4) lots have already been built on with short-term vacation rentals. The applicant now wishes to convert these three (3) vacation rentals into single-family residences and permit the construction of a single-family residence on the vacant unimproved lot. This is why the applicant seeks a Conditional Use Permit.
4. According to AMC 17.46.020, short-term vacation rentals (typed as overnight accommodations) require one (1) off-street parking space while single-family residences require two (2) off-street parking spaces per residence.
5. As stated earlier, three (3) of the four (4) lots that makeup the 4-lot short plat have been built on. Currently these three (3) structures are being used as short-term vacation rentals. One of these short-term rentals addressed as 3312 “Q” Avenue (Parcel #: P133554, Lot #4 of the short plat) does not have adequate room onsite to permit two (2) off-street parking spaces. Therefore, the applicant wishes to use an easement across lot #1 of the short plat to permit this and meet the two (2) off-street parking space requirement per AMC 17.46.020.
6. Per AMC § 19.36.040, in order to grant a Conditional Use Permit, the decision maker must find that the use would be consistent with the following criteria as follows:
 - A) The use would comply with any specific requirements for the conditional use specified elsewhere in this code.

STAFF ANALYSIS:

Single-family residences are permitted in the Commercial Zoning District via an approved Conditional Use Permit per AMC 17.24.040. As stated above, the subject proposal appears to have met the applicable development regulations for the Commercial Zoning District including but not limited to maximum permitted height,

lot coverage, landscaping, and minimum setbacks as measured from property lines. There is no minimum lot size requirement for any permitted or conditionally permitted use(s) in the Commercial Zoning District per AMC 17.24.050.

- B) Access to this site is appropriate considering the anticipated volume of traffic resulting from the use.

STAFF ANALYSIS:

The Conditional Use Permit is to permit the use of three (3) short-term vacation rentals that currently exist onsite to be used as single-family residences instead. One (1) of the four (4) lots of the short plat that created the lots in question is vacant/unimproved land. The applicant wishes also to construct a single-family residence on this respective vacant lot. Adequate access to each of the four lots in question occurs via "Q" Avenue and 34th Street.

- C) Off-street parking and loading facilities are adequate in terms of location, amount, and design to service the use.

STAFF ANALYSIS:

Single-family residences require two (2) off-street parking spaces per residence per AMC 17.46.020. Lot four (4) of the short plat has a short-term rental constructed on it. If the Conditional Use Permit is approved, and the short-term rental is converted to a single-family residence, it would not have adequate room onsite to permit two (2) off-street parking spaces onsite as is required per AMC 17.46.020. The applicant proposes an easement across the vacant lot (Lot #1 of the subject short plat; 3316 "Q" Avenue) that abuts and is contiguous with lot # four (4) (addressed as 3312 "Q" Avenue; Parcel #: P133554) to allow ample room to meet this two (2) off-street parking space requirement. The subject conditional use permit has been conditioned below accordingly.

- D) The amount and location of open-space and the provision of screening is such that buffering of incompatible uses is achieved.

STAFF ANALYSIS:

No open-space or buffering of incompatible uses is required or applicable in this case for the proposed use of single-family residences on the four (4) lots in question.

- E) The location and intensity of outdoor lighting is such that it does not cast light on adjacent, adjoining, or neighboring properties.

STAFF ANALYSIS:

As conditioned below, outdoor lighting will be down-shielded thus preventing glare and light trespass.

- F) Hours and manner of operation of the propose use, including anticipated noise generation, are not inconsistent with the adjacent or nearby uses.

STAFF ANALYSIS:

If the Conditional Use Permit is approved, four (4) single-family residences will be permitted on the four (4) respective lots. The proposed use will be consistent with adjacent uses as the site abuts a single family residence and a condominium complex with single family residences also located to the east across "Q" Avenue.

- G) Public facilities and utilities are capable of adequately serving the proposed use.

STAFF ANALYSIS:

All public facilities ("Q" Avenue and 34 Street) and utilities (i.e., potable water, sanitary sewer, and stormwater) abut and /or are present at the subject property.

- H) The physical conditions of the site, including size, shape, topography, and drainage, are suitable for the proposed development.

STAFF ANALYSIS:

Any new building permit application to construct a single-family residence on the vacant lot will be reviewed for conformance with applicable stormwater regulations per AMC 19.76. The three (3) existing structures [short term vacation rentals] that are located on the other three (3) of the four (4) lots of the short plat were reviewed in 2015/ 2016 for conformance with city adopted stormwater management requirements.

- I) Any other factors deemed relevant to the decision maker.

STAFF ANALYSIS:

No additional factors were determined to be relevant by the decision maker.

7. The subject proposal is consistent with the above development regulations and the proposed land use is permitted in the underlying zoning districts.

VIII. CONCLUSIONS OF LAW:

1. The public notice requirements of the Conditional-Use Permit have been complied with.

2. The project is consistent with the general purposes of the City's Comprehensive Plan, the city's planning standards and specifications of the zoning ordinance, and other ordinances applicable to the proposal.
3. The Planning Commission bases its Findings of Fact, Conclusions of Law & Recommendation on the entire record, including all testimony and exhibits. Any finding, which would be deemed a Conclusion of Law, and any Conclusion of Law, which should be deemed a finding is hereby adopted as such.

IX. STAFF RECOMMENDATION:

The Department of Planning, Community, and Economic Development recommends that the Planning Commission make a recommendation of approval to City Council regarding the subject Conditional Use Permit subject to staff's suggested conditions of approval as listed below.

X. RECOMMENDATION:

Based on the foregoing information and analysis, the application material submitted by the applicant, and the City regulatory authority to implement the policies, standards, and the regulations of the Anacortes Municipal Code (AMC), the Planning Commission **recommends approval** to City Council concerning the subject Conditional Use Permit subject to staff's suggested conditions of approval listed below.

XI. CONDITIONS OF APPROVAL:

1. The applicant shall be responsible for reimbursement to the City for the full cost of posting, mailing and publication associated with the neighborhood meeting notice, notice of application & hearing, revised notice of application & hearing, and notice of decision for this proposal. Payment shall be made prior to building permit application submittal or issuance &/or conversion of uses from short-term rentals to single-family residences.
2. The scope of this project shall not exceed that as set out in the conditional use permit application (including attachments), and in accordance with the determinations made and conditions imposed.
3. A building permit shall be secured before any construction activities begin onsite.
4. Hours of construction /work are limited to 7:00 AM to 10:00 PM Sunday through Saturday.
5. Any proposed exterior lighting shall be down-shielded thus preventing light trespass and impacts to the adjacent neighborhood.
6. Prior to building permit approval or issuance to construct a single-family residence on the vacant lot, the applicant /landowner shall obtain an access/ parking easement to permit two (2) off-street parking spaces on the abutting lot. This easement shall be reviewed and approved by the City of Anacortes' Public Works and Planning Departments. Once approved by the city, the easement shall be

recorded with Skagit County Auditor's office. A copy of the recorded easement shall be provided to the City of Anacortes Planning Department for our records.

These Findings of Fact, Conclusions of Law, and Recommendation were adopted by the City of Anacortes' Planning Commission on **April 24, 2019**.

**CITY OF ANACORTES, WASHINGTON
PLANNING COMMISSION**

By: Acting for-  - Vice Chair
Jeremy McNett, Planning Commission Chair

EXHIBITS:

EXHIBIT NUMBER:	NAME OF EXHIBIT:
Exhibit #01	Master Permit Application, Narrative, CUP Criteria of Approval, Site Plan
Exhibit #02	GIS Map & Assessor's Info
Exhibit #03	Neighborhood Meeting & Revised Notice of Application & Hearing
Exhibit #04	Public Comments Received
Exhibit #05	Agency & Department Comments Received
Exhibit #06	Site Photos

THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT #08:

PCED'S PRESENTATION TO PLANNING COMMISSION



PLANNING COMMISSION

Pre-Decision Open-Record Public Hearing

Wednesday, April 24, 2019 @ 5:00 PM with a 3:00 PM Site Visit

By: Kevin Cricchio, AICP, ISA, WPIT, Senior Planner

Planning, Community, & Economic Development Department

CUP-2018-0003:

APPLICANT & LANDOWNER:

Randy Click & Donna Jung
1308 33rd Street
Anacortes, WA 98221

SUBJECT PROPOSAL:

The applicant has applied for a Conditional Use Permit (CUP) to permit the conversion of three (3) short-term rentals located on the subject properties to single-family residences along with allowing the construction of a single-family residence on the vacant lot (P133553). All four of the subject lots involved in the CUP request were created by short plat (SPL-2015-0004) in 2016 and are located in the Commercial Zoning District. Short-term rentals are permitted outright (typed as “Overnight Accommodations” in AMC 17.24.020) in the Commercial Zoning District but single-family residences require an approved Conditional Use Permit per AMC 17.24.040.

CUP-2018-0003:

PROJECT LOCATION:

The subject properties are located at the northwest corner of 34th Street and “Q” Avenue intersection. Addressed as 3316 “Q” Avenue, 3320 “Q” Avenue, 3312 “Q” Avenue, & 908 34th Street.

CURRENT ZONING:

Commercial Zoning District

CUP-2018-0003:

SURROUNDING ZONING & LAND USES:

Direction:	Zoning:	Present Land-Use:
North:	Commercial Zoning District	Single-family residences
South:	Commercial Zoning District	Motel /Inn
East:	Residential High Density B Zoning District (R4B)	Single-family residences
West:	Commercial Zoning District	Condominiums/ Multi-family

CUP-2018-0003:

BACKGROUND:

1. The subject property properties were created by short plat. On January 28, 2016, preliminary approval was given to create four (4) lots. Shortly thereafter, the applicant submitted for final short plat. The final short plat was recorded with Skagit County on November 3, 2016.
2. On page 2 of 2 of the recorded short plat, there is a note that states, “Unless the underlying Commercial Zoning District or regulations therein change, no single-family residential use is permitted on any of the four (4) lots created by this short plat unless approved via a Conditional Use Permit.”
3. To date, three (3) of the four (4) lots that makeup the short plat have been built on addressed as 908 34th Street (Parcel #: P133552), 3312 “Q” Avenue (Parcel #: P133554) & 3320 “Q” Avenue (Parcel #: P56622). The fourth lot addressed as 3316 “Q” Avenue (Parcel #: P133553), remains unimproved /vacant to date. Because of this note on the face of the short plat, these three (3) structures were constructed as short-term vacation rentals, not single-family residences. The issued building permits are BLD-2019-1116, BLD-2016-1332, & BLD-2015-0668 respectively.

CUP-2018-0003:

BACKGROUND (CONTINUED):

4. A pre-application conference is required for Conditional Use Permit applications per AMC Table 19.20.030-1. Accordingly, a pre-application conference meeting was conducted with the applicant on Tuesday, September 11, 2018.
5. A neighborhood meeting is required for Conditional Use Permit applications per AMC Table 19.20.030-1. Accordingly, a neighborhood meeting was conducted at 6:00 PM on December 4, 2018 in the Senior Center. The neighborhood meeting notice was posted on site in two different locations, published in the Anacortes American newspaper, and mailed to neighboring landowners within 300 feet of the subject property as is required by AMC 19.20.120(D).
6. On December 11, 2018, the City of Anacortes' Department of Planning, Community, & Economic Development received the subject Conditional-Use Permit application.

CUP-2018-0003:

NOTICE OF APPLICATION & HEARING:

1. Following a review of the application material submitted, the subject application was deemed complete on January 9, 2019. A notice of application and hearing was posted onsite, published in the local newspaper, and mailed to neighboring landowners concerning three (3) of the four (4) lots within the short plat. Shortly thereafter, the applicant changed their mind and decided to include all four (4) lots within the short plat as part of the proposed Conditional Use Permit. Accordingly, a revised notice of application and hearing was posted onsite, published in the local newspaper, and mailed to neighboring landowners concerns to include all four (4) lots of the short plat.
2. The revised notice of application and hearing was also posted at city hall, the local USPS office, the library, and on the city's website.
3. Agencies and departments of jurisdiction were solicited for comment.

CUP-2018-0003:

NOTICE OF APPLICATION & HEARING (CONTINUED):

4. Per AMC Table 19.20.030-1, Conditional Use Permits are considered a Type 4 land use permit, which requires a 21-day comment period.
5. Because a revised notice of application and hearing was required due to a change in the scope of the project, a new comment period was also is needed. The comment period for the subject application began on March 13, 2019, and ended at 5:00 PM on April 3, 2019. Comments however were accepted until the close of the pre-decision open record public hearing.

CUP-2018-0003:

PUBLIC COMMENTS RECEIVED:

Public comment received can be found in **Exhibit # 04.**

AGENCY & DEPARTMENT COMMENT:

Comments from both agencies and departments of jurisdiction can be found in **Exhibit # 05.**

CUP-2018-0003:

ZONING ORDINANCE /CODE:

1. Per AMC 17.24.010, the purpose of the Commercial (C) Zoning District is “....to provide for establishments offering accommodations or services to motorists and tourists, and to provide areas for retail, wholesale, and repair activities outside the central business district.”
2. Single-family residences in the Commercial Zoning District require a Conditional Use Permit per AMC 17.24.040.
3. All three (3) building permits (BLD-2016-1116, BLD-2016-1332, & BLD-2015-0668) submitted to the city in 2015 and 2016 were reviewed for conformance with the Commercial Zoning District’s requirements including but not limited to setbacks, maximum land coverage, maximum permitted height, and landscaping. As stated earlier, three (3) of the four (4) lots have already been built on with short-term vacation rentals. The applicant now wishes to convert these three (3) vacation rentals into single-family residences and permit the construction of a single-family residence on the vacant unimproved lot. This is why the applicant seeks a Conditional Use Permit.

CUP-2018-0003:

ZONING ORDINANCE /CODE (CONTINUED):

4. According to AMC 17.46.020, short-term vacation rentals (typed as overnight accommodations) require one (1) off-street parking space while single-family residences require two (2) off-street parking spaces per residence.
5. As stated earlier, three (3) of the four (4) lots that makeup the 4-lot short plat have been built on. Currently these three (3) structures are being used as short-term vacation rentals. One of these short-term rentals addressed as 3312 “Q” Avenue (Parcel #: P133554, Lot #4 of the short plat) does not have adequate room onsite to permit two (2) off-street parking spaces. Therefore, the applicant wishes to use an easement across lot #1 of the short plat to permit this and meet the two (2) off-street parking space requirement per AMC 17.46.020.
6. Conditional Use Permit criteria of approval can be found in AMC § 19.36.040 and in your staff reports pages 4-6.

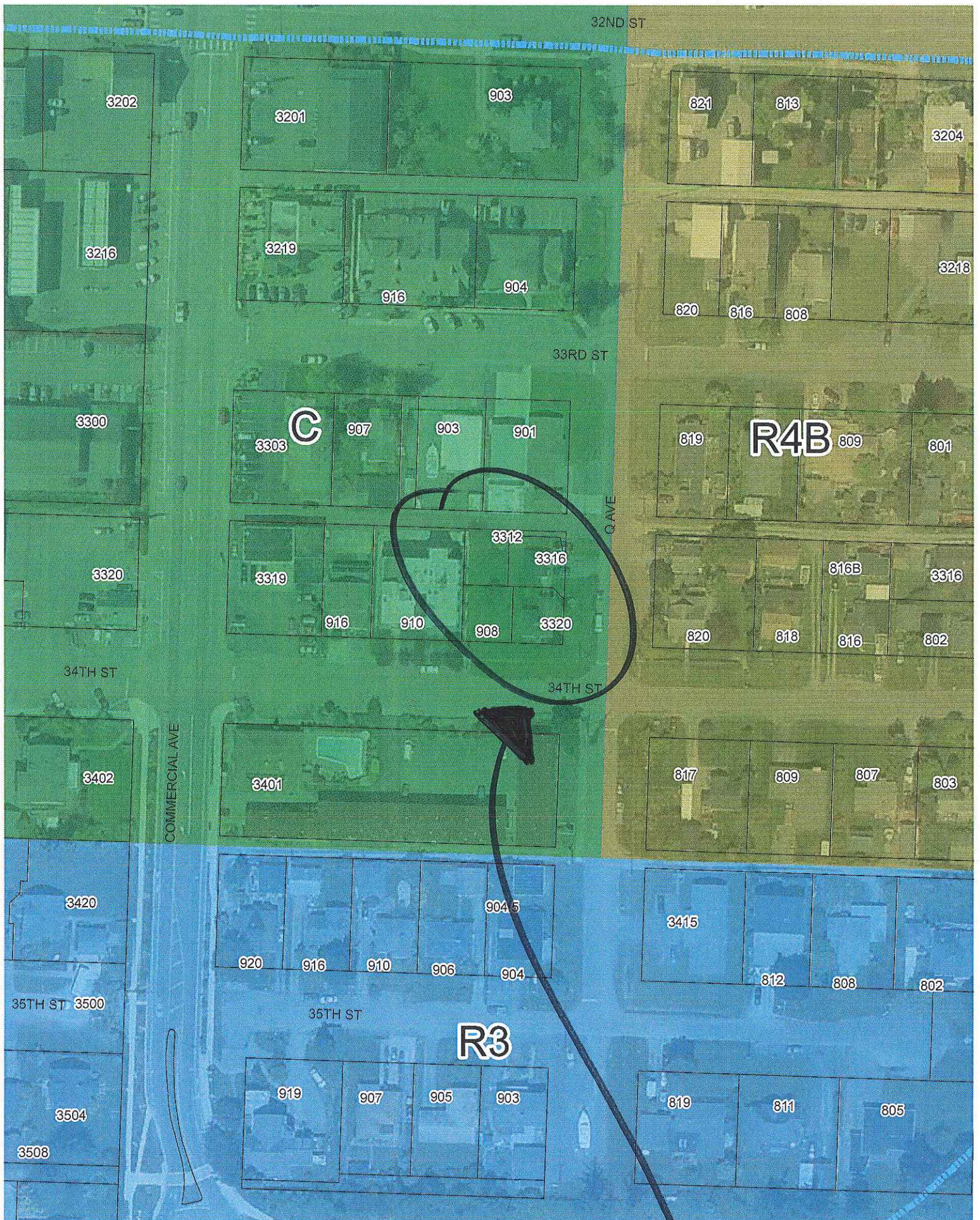
CUP-2018-0003:

STAFF RECOMMENDATION:

The Department of Planning, Community, and Economic Development recommends that the Planning Commission make a recommendation of approval to City Council regarding the subject Conditional Use Permit subject to staff's suggested conditions of approval as listed below.

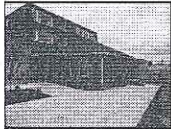
CUP-2018-0003:

EXHIBIT NUMBER:	NAME OF EXHIBIT:
Exhibit #01	Master Permit Application, Narrative, CUP Criteria of Approval, Site Plan
Exhibit #02	GIS Map & Assessor's Info
Exhibit #03	Neighborhood Meeting & Revised Notice of Application & Hearing
Exhibit #04	Public Comments Received
Exhibit #05	Agency & Department Comments Received
Exhibit #06	Site Photos



Subject Property(s)

Details for Parcel: P133552



Jurisdiction: ANACORTES

Zoning Designation: Please contact the city of ANACORTES for ANACORTES zoning information.

Parcel Number	XrefID	Quarter	Section	Township	Range
P133552	3775-008-020-0306	NW	30	35	02
Owner Information	Site Address(es)	Map Links			
JUNG DONNA S	908 34TH STREET	Open in iMap			
1308 33RD STREET	Anacortes, WA (Jurisdiction, State)	Assessor's Parcel Map:			
ANACORTES, WA 98221	Zip Code Lookup Site Address Information	PDF DWF			

Current Legal Description Abbreviation Definitions

LOT 3, JUNG 4 LOT SHORT PLAT, RECORDED UNDER AF#201611030052, BEING A PORTION OF LOTS 18, 19 AND 20, BLOCK 8, BEALE'S MAPLE GROVE ADDITION TO THE CITY OF ANACORTES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 19, RECORDS OF SKAGIT COUNTY, WASHINGTON.

2017 Values for 2018 Taxes*

Building Market Value \$140,100.00
 Land Market Value +\$101,800.00
 Total Market Value \$241,900.00
 Assessed Value \$241,900.00
 Taxable Value \$241,900.00

Sale Information

Deed Type
 Sale Date
 Sale Price \$0.00

2018 Property Tax Summary

2018 Taxable Value \$241,900.00
 General Taxes \$2,535.48
 Special Assessments/Fees
 Total Taxes \$2,535.48

* Effective date of value is January 1 of the assessment year (2017)

Legal Description at time of Assessment

*Land Use	(111) HOUSEHOLD, SFR, INSIDE CITY		WAC 458-53-030	
Neighborhood	(20ACENTRAL) ANACORTES CENTRAL RESIDENTIAL			
Levy Code	0900	Fire District		
School District	SD103	Exemptions		
Utilities	*SEW, PWR, WTR-P	Acres	0.05	
Improvement 1 Attributes Summary				
Building Style	ONE STORY			
Year Built		Foundation		
Above Grade Living Area	1,064 Square Feet	Exterior Walls		
Finished Basement		Roof Covering		
*Total Living Area	1,064 Square Feet	Heat/Air Conditioning		
Unfinished Basement		Fireplace		
*Total Garage Area		Bedrooms		
Bathrooms				
For additional information on individual segments see Improvements tab				

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

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

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

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

Details for Parcel: P133553



Jurisdiction: ANACORTES

Zoning Designation: Please contact the city of ANACORTES for ANACORTES zoning information.

[Recorded Documents](#) Documents scanned and recorded by the Auditor's office[Excise Affidavits](#) Document scans of excise affidavits

Parcel Number

P133553

XrefID

3775-008-020-0106

Quarter Section Township Range

NW 30 35 02

Owner Information

CLICK CONSTRUCTION LLC
1004 COMMERCIAL AVENUE NO 267
ANACORTES, WA 98221

Site Address(es)

3316 Q AVENUE
Anacortes, WA (Jurisdiction, State)
[Zip Code Lookup](#) | [Site Address Information](#)

Map Links

[Open in iMap](#)
Assessor's Parcel Map:
[PDF](#) | [DWF](#)

Current Legal Description Abbreviation Definitions

LOT 1, SHORT PLAT NO. SPL-2015-0004, APPROVED NOVEMBER 2, 2016, UNDER AUDITORS FILE NO. 201611030052; BEING A PORTION OF LOTS 18, 19 AND 20, BLOCK 8, BEALES MAPLE-GROVE ADDITION TO THE CITY OF ANACORTES, AS PER PLAT RECORDED IN VOLKUME 2 OF PLATS, PAGE 19, RECORDS OF SKAGIT COUNTY, WASHINGTON.

2018 Values for 2019 Taxes*

Building Market Value \$.00
Land Market Value +\$105,400.00
Total Market Value \$105,400.00
Assessed Value \$105,400.00
Taxable Value \$105,400.00

Sale Information

Deed Type WARRANTY DEED
Sale Date 2018-07-11
Sale Price \$60,000.00

2019 Property Tax Summary

2019 Taxable Value \$105,400.00
General Taxes \$994.64
Special Assessments/Fees
Total Taxes \$994.64

* Effective date of value is January 1 of the assessment year (2018)

Legal Description at time of Assessment

*Land Use					WAC 458-53-030
Neighborhood	(21AVIEW) ANACORTES VIEW RESIDENTIAL				
Levy Code	0900	Fire District			
School District	SD103	Exemptions			
Utilities	*SEW, PWR, WTR-P	Acres	0.05		
Improvement 1 Attributes Summary					
Building Style	SINGLE FAMILY RESIDENCE				
Year Built		Foundation			
Above Grade Living Area		Exterior Walls			
Finished Basement		Roof Covering			
*Total Living Area		Heat/Air Conditioning			
Unfinished Basement		Fireplace			
*Total Garage Area		Bedrooms			
Bathrooms					
For additional information on individual segments see Improvements tab					

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

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

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

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

Details for Parcel: P133554



Jurisdiction: ANACORTES

Zoning Designation: Please contact the city of ANACORTES for ANACORTES zoning information.

Recorded Documents Documents scanned and recorded by the Auditor's office

Excise Affidavits Document scans of excise affidavits

Parcel Number

P133554

XrefID

3775-008-020-0406

Quarter Section Township Range

NW 30 35 02

Owner Information

CLICK CONSTRUCTION LLC

1004 COMMERCIAL AVENUE NO 267

ANACORTES, WA 98221

Site Address(es)

3312 Q AVENUE

Anacortes, WA (Jurisdiction, State)

Zip Code Lookup | Site Address Information

Map Links

Open in iMap

Assessor's Parcel Map:

PDF | DWF

Current Legal Description Abbreviation Definitions

LOT 4, SHORT PLAT NO. SPL-2015-0004, APPROVED NOVEMBER 2, 2016, UNDER AUDITOR'S FILE NO. 201611030052; BEING A PORTION OF LOTS 18, 19 AND 20, BLOCK 8, 'BEALE'S MAPLE-GROVE ADDITION TO THE CITY OF ANACORTES,' AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 19, RECORDS OF SKAGIT COUNTY, WASHINGTON.

2018 Values for 2019 Taxes*

Building Market Value \$72,000.00
 Land Market Value +\$113,800.00
 Total Market Value \$185,800.00
 Assessed Value \$185,800.00
 Taxable Value \$185,800.00

Sale Information

Deed Type WARRANTY DEED
 Sale Date 2017-04-14
 Sale Price \$85,000.00

2019 Property Tax Summary

2019 Taxable Value \$185,800.00
 General Taxes \$1,753.35
 Special Assessments/Fees
 Total Taxes \$1,753.35

* Effective date of value is January 1 of the assessment year (2018)

Legal Description at time of Assessment

*Land Use	(111) HOUSEHOLD, SFR, INSIDE CITY		WAC 458-53-030	
Neighborhood	(21AVIEW) ANACORTES VIEW RESIDENTIAL			
Levy Code	0900	Fire District		
School District	SD103	Exemptions		
Utilities	*SEW, PWR, WTR-P	Acres	0.05	
Improvement 1 Attributes Summary				
Building Style	ONE STORY			
Year Built	2018	Foundation	CONCRETE	
Above Grade Living Area	793 Square Feet	Exterior Walls	SIDING	
Finished Basement		Roof Covering	COMP	
*Total Living Area	793 Square Feet	Heat/Air Conditioning	HEAT PUMP	
Unfinished Basement		Fireplace		
*Total Garage Area		Bedrooms	1	
Bathrooms	FULL BATH			
For additional information on individual segments see Improvements tab				

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

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

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

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

Details for Parcel: P56622



Jurisdiction: ANACORTES

Zoning Designation: Please contact the city of ANACORTES for ANACORTES zoning information.

[Recorded Documents](#) Documents scanned and recorded by the Auditor's office[Excise Affidavits](#) Document scans of excise affidavits

Parcel Number

P56622

XrefID

3775-008-020-0006

Quarter Section Township Range

NW 30 35 02

Owner Information

JUNG DONNA S
1308 33RD STREET
ANACORTES, WA 98221

Site Address(es)

3320 Q AVENUE
Anacortes, WA (Jurisdiction, State)
[Zip Code Lookup](#) | [Site Address Information](#)

Map Links

[Open in iMap](#)
Assessor's Parcel Map:
[PDF](#) | [DWF](#)Current Legal Description [Abbreviation Definitions](#)

LOT 2, JUNG 4 LOT SHORT PLAT, RECORDED UNDER AF#201611030052, BEING A PORTION OF LOTS 18, 19 AND 20, BLOCK 8, BEALE'S MAPLE GROVE ADDITION TO THE CITY OF ANACORTES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 19, RECORDS OF SKAGIT COUNTY, WASHINGTON.

2018 Values for 2019 Taxes*

Building Market Value \$110,100.00
Land Market Value +\$120,400.00
Total Market Value \$230,500.00
Assessed Value \$230,500.00
Taxable Value \$230,500.00

Sale Information

Deed Type WARRANTY DEED
Sale Date 2011-12-21
Sale Price \$166,000.00

2019 Property Tax Summary

2019 Taxable Value \$230,500.00
General Taxes \$2,175.19
Special Assessments/Fees
Total Taxes \$2,175.19

* Effective date of value is January 1 of the assessment year (2018)

[Legal Description at time of Assessment](#)

*Land Use	(111) HOUSEHOLD, SFR, INSIDE CITY		WAC 458-53-030	
Neighborhood	(21AVIEW) ANACORTES VIEW RESIDENTIAL			
Levy Code	0900	Fire District		
School District	SD103	Exemptions		
Utilities	*SEW, PWR, WTR-P	Acres	0.05	
Improvement 1 Attributes Summary				
Building Style	ONE STORY			
Year Built	2016	Foundation	CONCRETE	
Above Grade Living Area	876 Square Feet	Exterior Walls	SHAKE/SHINGLE	
Finished Basement		Roof Covering	COMP	
*Total Living Area	876 Square Feet	Heat/Air Conditioning	HEAT PUMP	
Unfinished Basement		Fireplace		
*Total Garage Area		Bedrooms	2	
Bathrooms	FULL BATH			
For additional information on individual segments see Improvements tab				

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

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

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

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

SITE PICTURES (TAKEN 4/15/19):



Subject property



Looking north.
Lot #2 is on the
left side.



This is the subject property [Lot #4] that only has one off-street parking space



Lot #3 of the short plat



Lot #1 is the vacant lot to the right. A parking/ access easement is needed to permit lot #4 located in the foreground to park one car on it.

EXHIBIT #09:

MINUTES TO PLANNING COMMISSION'S PRE- DECISION OPEN RECORD PUBLIC HEARING



Planning Commission Public Hearing Minutes for April 24, 2019

This is not a verbatim transcript of the meeting and is written in an attempt to capture the general spirit of the discussion based upon notes and video observation by the author. To view the video recording of this meeting, click [here](https://www.anacorteswa.gov/700/Watch-Meetings), or go to <https://www.anacorteswa.gov/700/Watch-Meetings>.

Acting Chair Cleland-McGrath called the Public Hearing of April 24, 2019 to order at approximately 5 p.m.

Roll Call

Members Present: Commissioners, Doll, Cleland-McGrath, MacKenzie, Graf, and Moffitt
Absent: Commissioners, McNett, and Mount

Minutes

No minutes were presented

Old Business

Commissioner Graf expressed concerns with the recent City Council meeting review of the proposed Parks and ACFL Comprehensive Plan updates. The discussion didn't go well with CC and he hopes that Planning Commission, in the future, spends the time to properly address issues before recommending documents to City Council.

Commissioner Cleland-McGrath agrees with Mont, that Planning Commission needs to be confident in our ability to discuss and request corrections.

Commissioner Dall also watched the City Council meeting and noticed that there have been more recent changes to the Development Code that were not seen by the Planning Commission. But she would like to note that Planning Commission did not approve those, but was impressed with the work City Council did with the review.

Correspondence

One new written comment from the public was received and distributed as associated with tonight's project.

New Business –

Pre-Decision Open Record Public Hearing – Conditional Use Permit CUP-2019-0003

Acting Chair Cleland-McGrath executed the Appearances of Fairness Doctrine prior to Quasi-judicial hearing.

Kevin Cricchio, Senior Planner presented a request to permit the conversion of three (3) short-term rentals into single-family residences along with allowing the construction of an additional single-family residence on one of the four lots. All four of the subject lots involved in the CUP request were created by short plat (SPL-2015-0004) in 2016 and are located in the Commercial

Zoning District. Short-term rentals are permitted outright in the Commercial Zoning District but single-family residences require an approved Conditional Use Permit per AMC 17.24.040. The subject properties are located at the northwest corner of 34th Street and “Q” Avenue intersection. Addressed as 3316 “Q” Avenue, 3320 “Q” Avenue, 3312 “Q” Avenue, & 908 34th Street.

Commissioner MacKenzie questioned the parking requirements, logistics of the parking easement dedication, and setbacks as well as the reason for recommendation for approval. Kevin Cricchio, Senior Planner, responded that the easement is satisfactory, there is enough parking, that International Residential Code will regulate safety setback measures, and that he recommended approval because the use is consistent with the surrounding residential uses.

Commissioner Cleland McGrath questioned the lot coverage ratio requirements, and the requirements of “tandem” parking. Kevin Cricchio, Senior Planner explained how this project meets lot coverage calculations and explained that tandem parking is between multiple lots and not within one driveway.

Randy Click, Applicant and resident at 1308 33rd Street Anacortes, explained the project and property history of division by short plat; their intention with creating overnight accommodations (temporary vacation rentals), and the unexpected challenge they faced competing against other local VRBO’s and the lack of permitting and overhead those competitors have; and provided responses to the written public comments received.

With no further comment, Acting Chair Cleland-McGrath closed the public hearing.

Commissioners discussed the project; Commissioner Dall made a motion to recommend approval of the Conditional Use permit to City Council with staff’s recommended conditions. Commissioner Graf seconded. The vote passed 4-1.

With no further discussion, Acting Chair Cleland-McGrath concluded the meeting at approximately 6:05 p.m.

ANACORTES

Development Regulations Update

City Council Meeting

May 13, 2019

Division 5: Community Design
Discussion



Division 5 - Community Design

Div./Ch.	Title	Ord. # or New	Other code location(s)
19.50	<u>Introduction</u>	New	N/A
19.51	<u>Public Street Improvements Required</u>	New	19.24
19.52	<u>Public Street Design</u>	New	16.20, 16.32
19.53	<u>Private Driveways and Access</u>	New	Various locations in 17, 16.10
19.54	<u>Subdivision Design and Block Structure</u>	New	16.10, 16.20, 16.24, 16.32

19.51 Public Street Improvements Required

- New dwelling units (except ADUs)
- New non-residential development
- Land division
- Alteration, addition to existing structure when est. value of improvements > 50% assessed structure value within 12 month period
- Change of use
- New access point to public street created



19.51.030 - Min. street improvements

19.51.030 - Minimum street improvement requirements.

Typical required improvements for right-of-way (ROW). The public works director or designee must determine required improvements based on the standards and criteria in this chapter, and the Anacortes Engineering Design Standards. Required improvements must be located within the public ROW and/or the block frontage. Typical required public improvements include the following:

- A. Paved roadway.
- B. Street lighting.
- C. Sidewalks or other pedestrian and non-motorized facilities.
- D. Curb and gutter. Curb cuts or curbless streets may be required to make use of bioretention treatment in the right-of-way. See Figure 19.52.040(A) for an example. In addition, see LID street examples in Figures 12 and 14 (section view) on the LID Guide.
- E. Utilities including storm drainage, wastewater, and domestic water systems.
- F. Street landscaping and appurtenances.
- G. Traffic control and other safety devices including, but not limited to, provisions for channelization, pavement markings, signage, pedestrian safety, and traffic calming where such improvements are only necessary or practical to provide on the same side of the street as the subject property.
- H. Dedication of public right-of-way.
- I. Conduit for new and existing utilities.

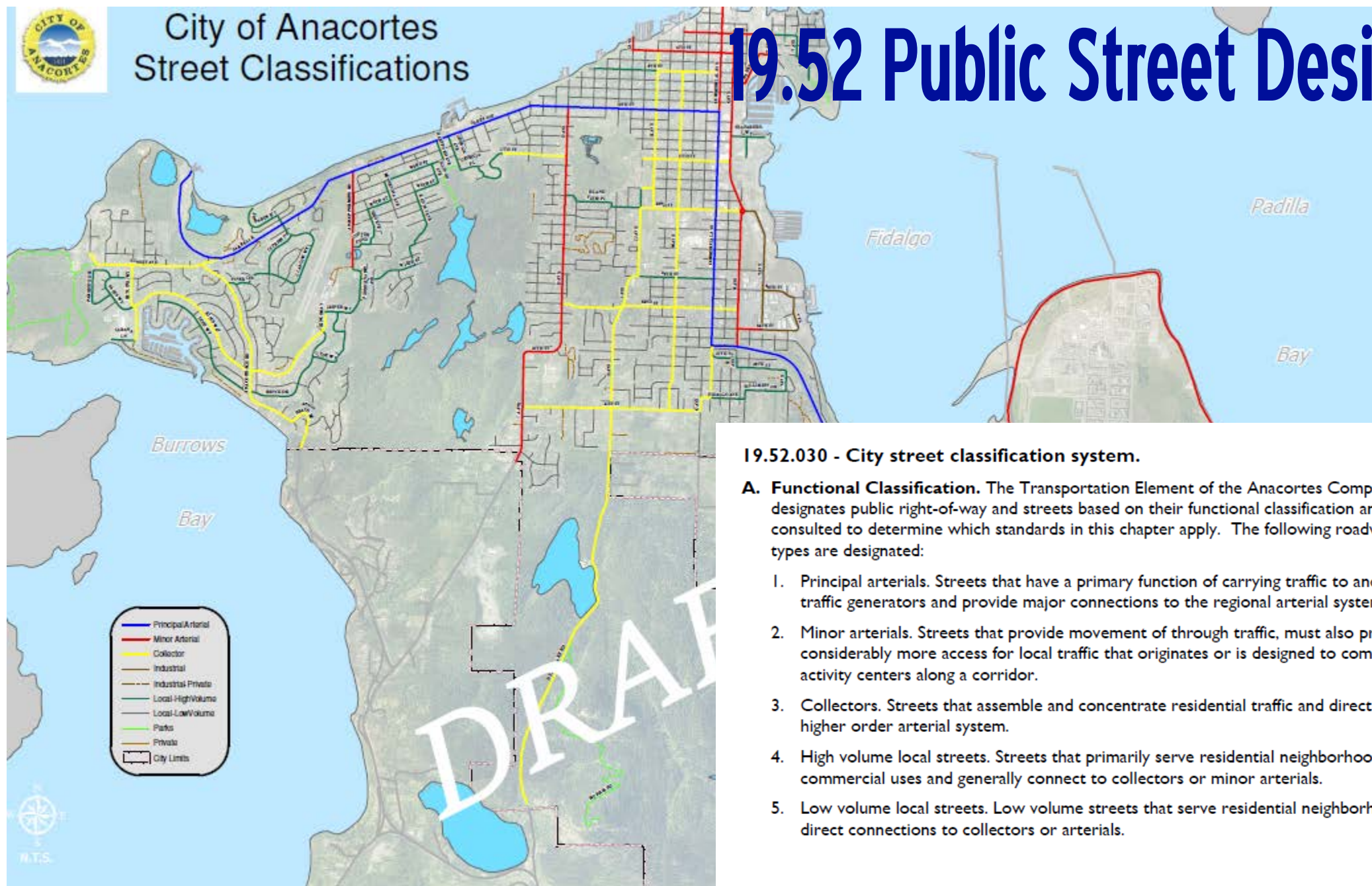
19.51.040-060

- Extent of required improvements
- Dedication of right-of-way
- Modifications, deferments, waivers, and construction-in-lieu



City of Anacortes Street Classifications

19.52 Public Street Design



19.52.030 - City street classification system.

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. The following roadway classification types are designated:

1. Principal arterials. Streets that have a primary function of carrying traffic to and from major traffic generators and provide major connections to the regional arterial system.
2. Minor arterials. Streets that provide movement of through traffic, must also provide considerably more access for local traffic that originates or is designed to commercial, retail, or activity centers along a corridor.
3. Collectors. Streets that assemble and concentrate residential traffic and direct it toward the higher order arterial system.
4. High volume local streets. Streets that primarily serve residential neighborhoods and some commercial uses and generally connect to collectors or minor arterials.
5. Low volume local streets. Low volume streets that serve residential neighborhoods with no direct connections to collectors or arterials.

19.52 Public Street Design

Adopted Dec. 2018; Ord. 3031

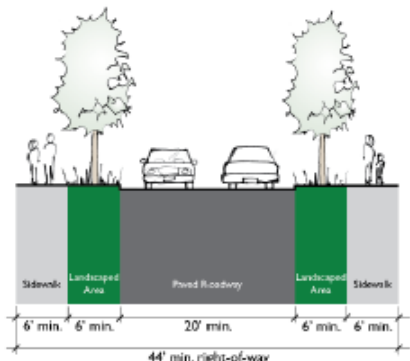
Table 19.52.040(A) Low-volume local street standards.	
For rules of interpretation, see subsection (B).	
Right-of-way width	44 ft. minimum
Landscaped area width	6 ft. minimum on each side
Pavement width	20 ft. except where parking lane(s) are included
Grade	12% maximum
Sidewalk width	6 ft. minimum
Bike lanes	NA
 Note: All residential subdivisions must accommodate provisions for guest parking [AMC 19.64.030(B)] 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.	
Parking pocket	8 ft. minimum
 Parking pockets may be integrated into one or both sides of the street in place of landscaped areas for up to 50% of the street length provided wider planting strips and trees planted elsewhere along the street compensate for the displaced landscaped areas.	

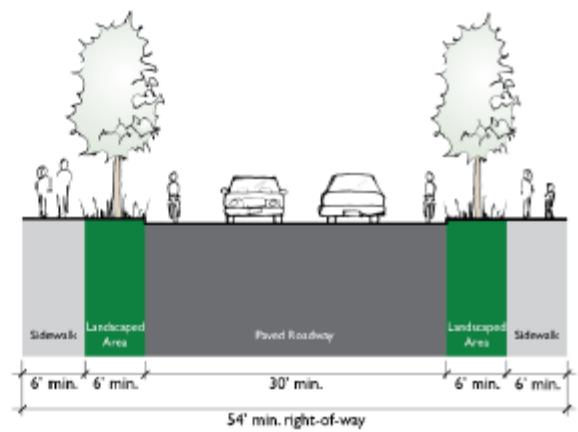
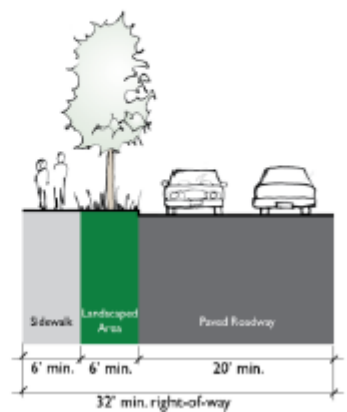
Table 19.52.040(B) Minor arterial, collector, or high-volume local street design standards.		
For rules of interpretation, see subsection (B).		
Right-of-way width	54 ft. minimum	 Note: On-street parking lanes may be integrated or required along key street segments to support adjacent land uses (including service access and delivery) based on the existing and planned context of the area.
Landscaped area width	6 ft. minimum on each side	
Pavement width	30 ft. except where parking lane(s) are included	
Grade	12% maximum	
Sidewalk width	6 ft. minimum	
Bike lanes	Yes	

Table 19.52.040(E) Lane design standards.		
Lane street types are permitted for residential development accessing up to 9 dwelling units.		
For rules of interpretation, see subsection (C).		
Right-of-way width	32 ft.	
Landscaped area width	6 ft. minimum one side	
Pavement width	20 ft.	
Grade	12% maximum	
Sidewalk width	6 ft. minimum (one side)	
Bike lanes	NA	

19.52.040.A Applicability

19.52.040 - Street geometric design and streetscape.

A. Applicability. Required street improvements must meet the standards herein except when either of the following apply:

- 1. Capital improvement projects.** In cases where the City Council has approved a capital improvements plan for a particular public right-of-way, that plan will govern the improvements required for the right-of-way and the provisions of this section do not apply.
- 2. Modified and special standards.** In cases where a modified standard for a particular street or neighborhood has been approved by City Council per AMC 19.51.060(C)(5), or where special design standards are otherwise identified the Engineering Design Standards, those standards will govern the improvements required for the right-of-way and the provisions of this section do not apply.

19.52.050-.090

- Dead end streets
- Street intersections
- Pavement design
- Street names & signage
- Streetlights
- Street monuments

19.53 Private Driveways & Access

19.53.020 - Applicability.

All new or altered private driveways and private accesses onto a city street (including temporary or construction accesses) must comply with this chapter and the Anacortes Engineering Design Standards.

19.53.030 - Driveways and access easements.

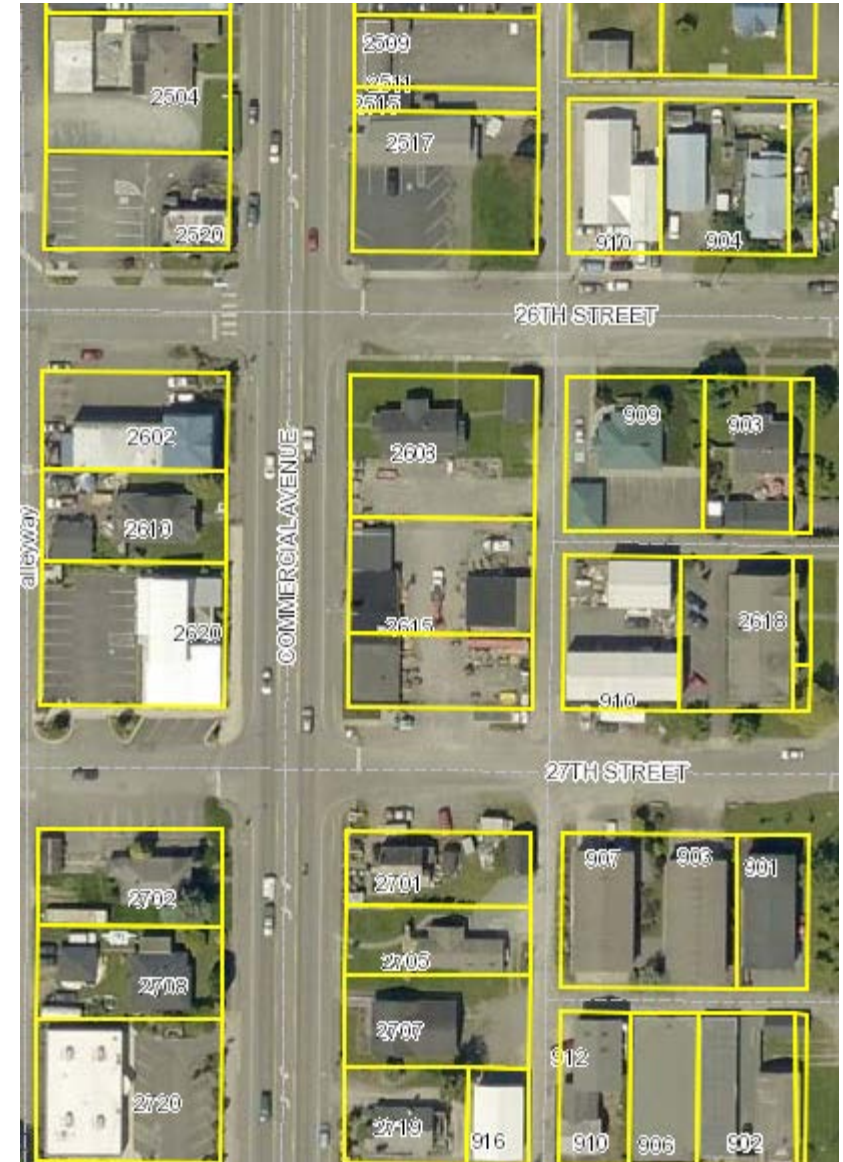
A. General. Dimensions, slopes, and details for all driveways and access easements connecting to a city street must comply with this chapter and the Anacortes Engineering Design Standards.

B. Driveway location.

1. Collector & arterial streets. Driveways providing direct access onto a collector or arterial street are prohibited when an alternative access is available. When alternative access is not available, a driveway or access may be permitted onto a collector or arterial when approved by the public works director.
2. Frontage on multiple streets. Where a property has frontage on more than one street, driveways and accesses are limited to the lowest volume street, as determined by the public works director.
3. Alleys. Where a property abuts an alley, driveways must access from the alley, except when either of the following conditions exist:
 - i. The property is in a residential zone and topography, lack of existing improvements, or other conditions makes alley access impracticable.
 - ii. The property is located in a mixed-use, industrial, or R4 zone and anticipated traffic generation of the use in combination with other existing or future permitted uses along the block would exceed the functional capacity of the alley.

C. Driveway spacing from a street intersection.

1. Driveways and access easements should be located at the greatest distance possible from an intersection of two streets and must meet the minimum spacing standards in the Anacortes Engineering Design Standards.
2. When compliance with minimum spacing standards in the Anacortes Engineering Design Standards would result in a property without a reasonable means of connection to the street system, a new driveway may be allowed within a smaller distance. The applicant may be required



19.53.040 Residential shared driveways

Table 19.53.040(B)

Residential shared driveway standards.

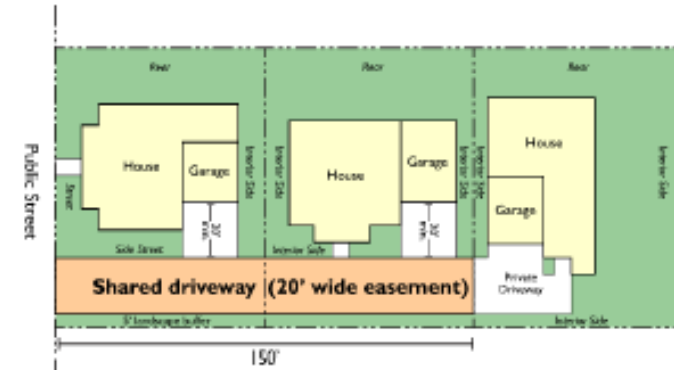
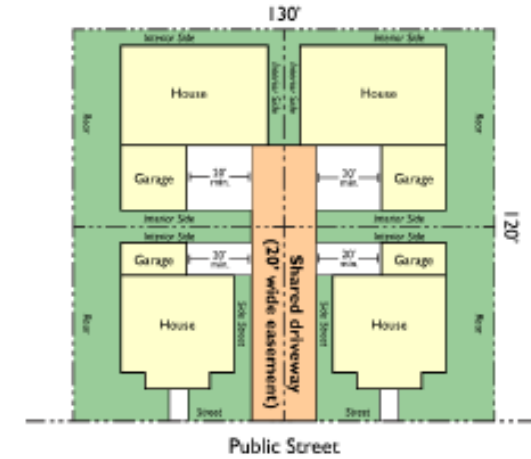
Max. # units ¹	Max. length	Min. Paved width	Min. Easement width	Turnaround? ³
Up to 3	150'	16' ²	20'	No
Up to 6	150'	20'	20'	No
Up to 6	>150'	20'	20'	Yes – approved turnaround

¹Individual cottages, for the purposes of these shared driveway standards, count as one-half dwelling unit.

²Or as determined by the Fire Department based on the number of units and the provision of fire suppression sprinklers.

³See AMC 19.52.050 for related standards.

Figure 19.54.040(E)
Examples of shared-access lots.

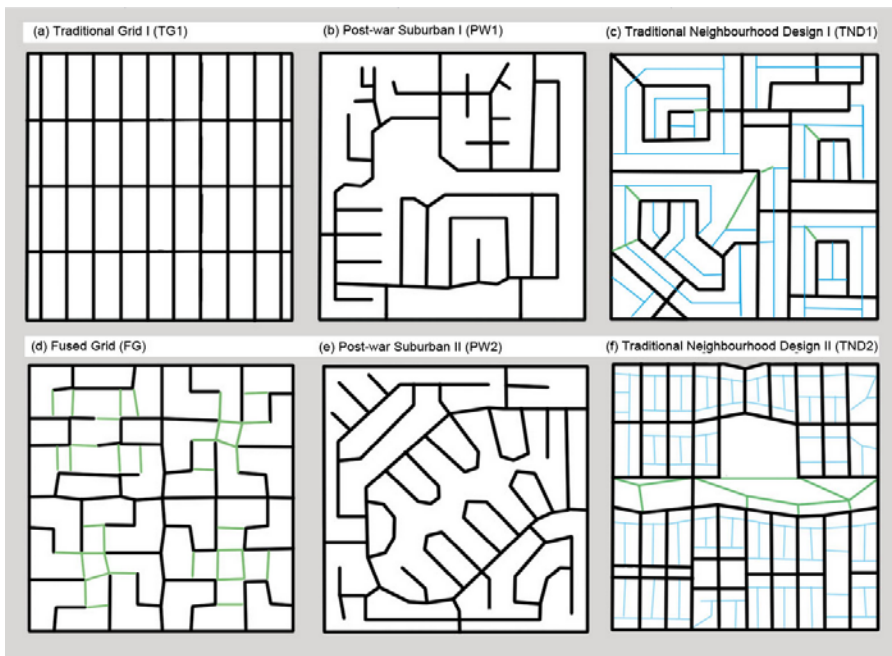


19.53.050 Internal circulation for cottage, townhouse, MF development

- Access aisle dimensional standards
- Pedestrian circulation standards

19.54 Subdivision Design & Block Structure

- **Block design & connectivity standards**
- Open space/parks requirements and design
- Lot design options
- Access, services, utilities



19.54.020 - Block design and connectivity standards.

Anacortes's comprehensive plan places a high priority on being a "walkable" community. In order to be walkable, there needs to be frequent accessible and attractive connections between destinations. Consequently, this requires a well-connected system of streets and pathways that encourages people to walk. Thus, block size and design has a direct impact on the walkability of a community.

A. All zones.

1. **Connectivity to abutting lands.** The street system of proposed subdivisions must be designed to connect with existing, proposed, and planned streets outside of the subdivision. Wherever a proposed development abuts unplatted land or other land with the capability of being further subdivided, street stubs must be provided to allow access to future abutting subdivisions and to logically extend the street system into the surrounding area. All street stubs must be provided with a temporary turn-around unless specifically exempted by the fire marshal, and the restoration and extension of the street must be the responsibility of any future developer of the abutting land.
2. **Continuation of streets.** Planned streets must connect with surrounding streets to permit the convenient movement of traffic between neighborhoods and to facilitate emergency access and evacuation. Connections must be designed to meet or exceed the block standards in subsections (B) and (C) below, and to avoid or minimize through traffic on local streets.
3. **Pedestrian pathways.** Short internal pathways can improve pedestrian mobility within developments. Examples could include a pathway in the middle of a block or at the end of a cul-de-sac. Such pathways must be located within an easement or common open space tract allowing for public access and maintained by the homeowner's association unless the city or other public authority accepts an offer of dedication.

B. Residential zones. New residential developments must provide an integrated and connected network of streets to help provide a sense of place and orientation and provide multiple travel route options for all users. A street network dominated by long, irregular loop roads and cul-de-sacs is not appropriate. The following standards apply to new development in the residential zones.

1. Blocks must be designed to provide pedestrian and vehicular connections at intervals no greater than 660-feet.
2. DEPARTURES to the standard in paragraph (1) will be considered per AMC 19.20.220 provided the alternative design meets the purposes of the standards (see AMC 19.54.010 above) and meets the following criteria:
 - a. A departure provides the opportunity for a public open space or other public amenity that goes well beyond minimum standards herein. For example, a larger block could allow for the development of a compact village of homes around a centralized open space; and
 - b. Departures meeting criteria in paragraph (a) above allow configurations with pedestrian and vehicular connections at intervals greater than 660-feet, but no greater than 1,000-feet, except when the following conditions are present: Where topography, right-of-way, existing construction or physical conditions, or other geographic conditions prevent compliance or impose an unusual hardship on the applicant, the director may relax the standards provided the proposed design maximizes pedestrian and vehicular connectivity on the site given the constraints.

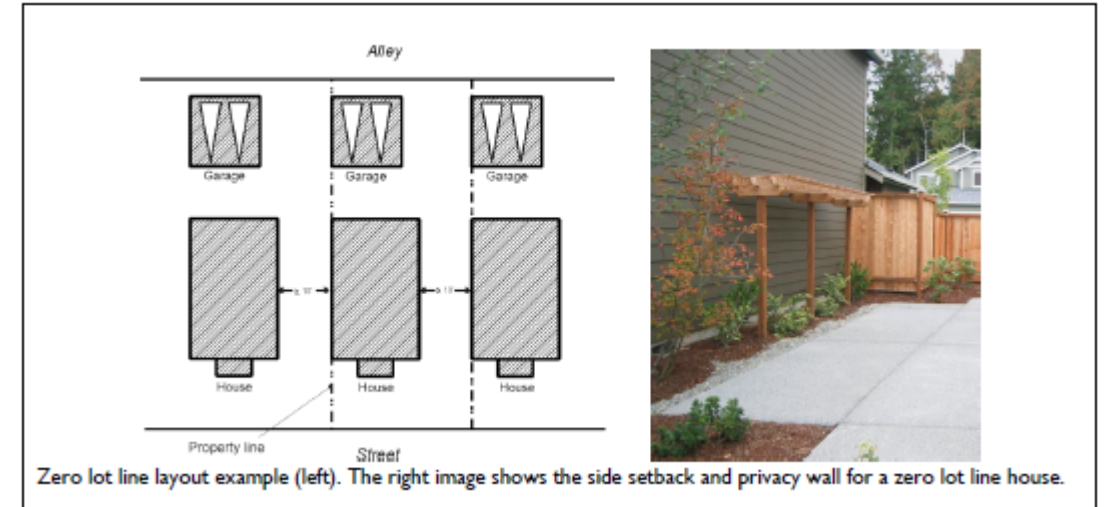
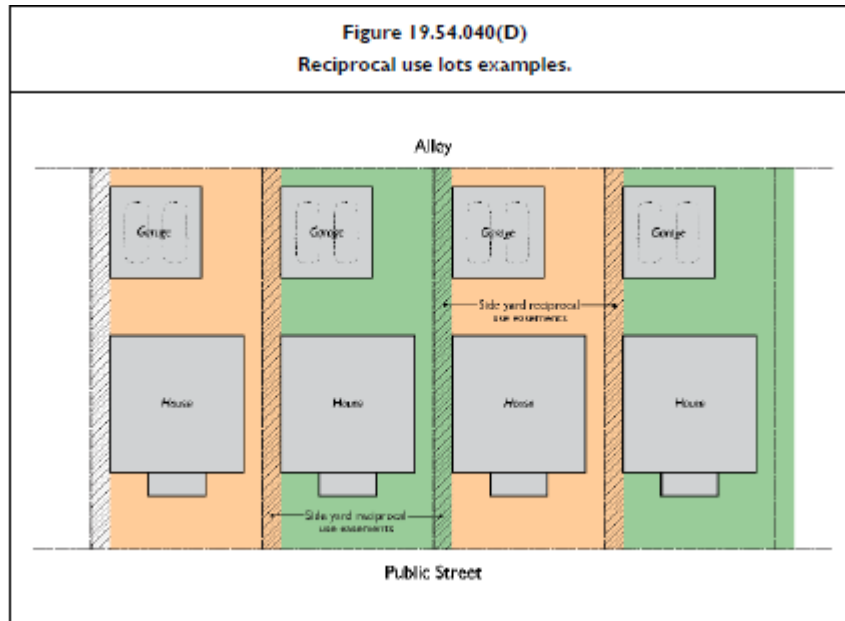
19.54 Subdivision Design & Block Structure

- Block design & connectivity standards
- **Open space/parks requirements and design**
- Lot design options
- Access, services, utilities



19.54 Subdivision Design & Block Structure

- Block design & connectivity standards
- Open space/parks requirements and design
- **Lot design options**
- Access, services, utilities



19.54 Subdivision Design & Block Structure

- Block design & connectivity standards
- Open space/parks requirements and design
- Lot design options
- **Access, services, utilities**

19.54.050 - Access, services, and utilities.

- A. Each lot in a residential subdivision must have access directly to a public right-of-way, except for:
 - 1. Interior lots served by a shared driveway that complies with the provisions of AMC 19.53.040.
 - 2. Alternative lot designs as described in AMC 19.54.040.
 - 3. Any lot created that is not adjacent to a public right-of-way but that has a right of ingress and egress to that right-of-way provided that such right has been established as a matter of record in a manner that runs with the land and is irrevocable.
- B. All driveways must be constructed in compliance with AMC 19.53.030 and the Anacortes Engineering Design Standards.
- C. Each lot in a residential subdivision must be provided with adequate provisions for water supplies, sanitary wastewater facilities, storm drainage and surface water facilities, electric, and natural gas facilities (if applicable), consistent with the requirements of Anacortes Engineering Design Standards.
- D. Approval of subdivisions may be conditioned upon dedications to the city of drainage ways, other public ways, water supplies, sanitary wastewater facilities, parks, playgrounds, and sites for schools per RCW 58.17.110 and subject to the provisions of RCW 82.02.020.

19.54 Subdivision Design & Block Structure

19.54.050 - Access, services, and utilities.

- A. Each lot in a residential subdivision must have access directly to a public right-of-way, except for:
 - 1. Interior lots served by a shared driveway that complies with the provisions of AMC 19.53.040.
 - 2. Alternative lot designs as described in AMC 19.54.040.
 - 3. Any lot created that is not adjacent to a public right-of-way but that has a right of ingress and egress to that right-of-way provided that such right has been established as a matter of record in a manner that runs with the land and is irrevocable.
- B. All driveways must be constructed in compliance with AMC 19.53.030 and the Anacortes Engineering Design Standards.
- C. Each lot in a residential subdivision must be provided with adequate provisions for water supplies, sanitary wastewater facilities, storm drainage and surface water facilities, electric, and natural gas facilities (if applicable), consistent with the requirements of Anacortes Engineering Design Standards.
- D. Approval of subdivisions may be conditioned upon dedications to the city of drainage ways, other public ways, water supplies, sanitary wastewater facilities, parks, playgrounds, and sites for schools per RCW 58.17.110 and subject to the provisions of RCW 82.02.020.



Title 19 Update.....Until Next Time



City Council Agenda Bill

Meeting Date: 5/13/2019

Agenda Item: 6e

Subject: Development Regulations Update – Division 5: Community Design

Staff Contact: Don Measamer, Libby Grage

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

Action Type	
	Ordinance No. 3040
x	Code Revision?
	Resolution No.
	Contract
	Public Hearing
	Staff Report

Summary Statement: At the Council meeting on May 13, 2019, City staff will provide an overview of updated and new content proposed in **AMC Title 19 Division 5 – Community Design**.

The City Council (working) Draft (4/18/19) of the proposed development regulations is available on the [project website](#), along with other project documents and information.

Background: City Council is in the process of reviewing the Planning Commission recommendation for amendments to the City's development regulations, generally following the schedule below:

April 15, 2019 @ 5pm – Introduction
April 22, 2019 @ 5pm – Divisions 1-3
April 29, 2019 @ 5pm – Division 4
May 6, 2019 @ 5pm – Division 6, possible 4
May 13, 2019 @ 5pm – Division 5
May 20, 2019 @ 5pm – Wrap-up items
Additional meetings and adoption - TBD

In 2016 the City began the process of updating the development regulations to implement the 2016 Comprehensive Plan. Planning Commission recommended approval of the proposed amendments, with a number of modifications, at their April 10, 2019 meeting.

Updates to existing provisions in AMC Title 16 Subdivisions and Title 17 Zoning are proposed, along with their integration into Title 19 Unified Development Code. Updates to existing provisions in Title 19 are also proposed, along with the addition of entirely new standards, including community and project design standards. The changes to the code and zoning map are intended to implement key goals and policies of the [2016 Comprehensive Plan](#).

Previous Council/Committee Action: Council authorized a contract (16-081-IDS-001) with MAKERS Architecture & Urban Design, LLP to assist with the updates on October 17, 2016. Contract modifications were executed on December 7, 2017, May 22, 2018, and December 27, 2018. City Council and Planning Commission held a joint meeting to discuss the proposed amendments on May 9, 2018.

Competing Viewpoints Considered: The City received 154 official written comment letters/emails throughout the update process, along with numerous spoken public comments at Planning Commission meetings. Community feedback has resulted in numerous recommended refinements to the draft code. Written public comments and project team responses can be viewed [here](#).

Recommended Motion: N/A, discussion only.

Alternative Actions: N/A

Attachments (listed in order presented):

Staff memo re: Division 5 (dated 5/8/19)



Planning, Community, & Economic Development Department

Don Measamer, Director

Memorandum

To: Anacortes City Council
Date: May 8, 2019
From: Development Regulations Update project team
Subject: Title 19 Unified Development Code:
Summary for **Division 5 – Community Design**

INTRODUCTION

The purpose of this document is to summarize content within Division 5 of Title 19, including guiding Comprehensive Plan goals and policies. Division 5 was established as “Reserved” by Ordinance 2992 in 2016. New content within Division 5 is intended to update and integrate into Title 19 the subdivision design and public improvement requirements currently contained in [AMC Title 16 Subdivisions](#) and [AMC 19.24 Public Improvements](#). Strategic updates are included to improve organization and usability, clarity, and completely new content is added to implement the 2016 Comprehensive Plan. This document provides a general overview of proposed new provisions and changes to existing adopted standards, and corresponding Comprehensive Plan guidance.

CONTENTS & UPDATE SUMMARY

Div./Ch.	Title	Ord. # or New	Other code location(s)	Proposed Updates Summary
19.50	<u>Introduction</u>	New	N/A	
19.51	<u>Public Street Improvements Required</u>	New	19.24	See Key Topics And Policy Links below.
19.52	<u>Public Street Design</u>	New	16.20, 16.32	
19.53	<u>Private Driveways and Access</u>	New	Various locations in 17, 16.10	
19.54	<u>Subdivision Design and Block Structure</u>	New	16.10, 16.20, 16.24, 16.32	

2016 Comprehensive Plan Guidance

The regulations contained in Division 5 Community Design are informed by many of the land use, housing, transportation, economic development and other goals in the 2016 Comprehensive Plan, including, but not limited to:

Goal LU-2. Community Design. Promote compatible pedestrian-oriented development that respects Anacortes's historic character and small town scale while strengthening its unique marine identity.

Goal LU-4. Resource protection & sustainable design. Maintain and enhance Anacortes's robust environmental stewardship.

Goal LU-10. Healthy Communities. Promote land use and community design that encourages healthy living and good connectivity between compatible uses.

Goal LU-11. Growth Management & Regional Coordination. Emphasize compact growth to minimize sprawl and protect Anacortes's Community Forestlands.

Goal H-1. Housing Supply and Variety. Provide for a sufficient quantity and variety of housing to meet community needs.

Goal ED-7. Enhance Regulatory Predictability. Streamline regulations and permitting.

Goal EC-4. Water quality. Protect and enhance water quality.

Goal EC-13. Climate Change. Anacortes should be a regional leader in mitigating and adapting to climate change.

Goal T-2. Greater Safety, Options and Mobility. Invest in transportation systems that offer greater options, mobility, and access in support of the city's growth strategy.

Goal T-4. Sustainability. Design and manage the city's transportation system to minimize the negative impacts of transportation on the natural environment, promote public health and safety, and achieve optimum efficiency.

Key Topics & Policy links

Each section below includes a summary of chapter content and key proposed updates.

19.50 Introduction

AMC Ch. 19.50 Introduction provides the general purpose and applicability of the subsequent chapters. The chapter generally applies to all street improvements, subdivisions, and to other development where public improvements are required.

19.51 Public Street Improvements Required

AMC Ch. 19.51 updates and replaces the provisions within [AMC 19.24](#) and [AMC 16.20](#). The proposed regulations identify when street and utility improvements are required as a condition of development activity. In general, development activity that will result in an increased impact

to the city's transportation system is required to construct public street improvements along a site frontage on a public right-of-way.

Key Supporting 2016 Comprehensive Plan Policies.

Applicable 2016 Comprehensive Plan policies implemented through Ch. 19.51 include LU-11.2 and LU-11.3, which contain direction to adopt coordinated development regulations that facilitate Anacortes's preferred land use pattern, and to integrate an appropriate balance of predictability and flexibility to allow ease of administration and interpretation. The modification provisions provide for flexibility to promote environmental protection, encourage infill development, enhance neighborhoods character and employ LID techniques (H-1.8).

19.51.020 Applicability.

Development activities requiring construction of improvements include:

- Creation of new dwelling units (except accessory dwelling units) or new non-residential development
- Alterations or additions to existing development exceeding 50% of the Assessor's value of existing structures on the property within a 12-month period
- Land divisions are specifically identified as requiring construction of public street improvements.
- Changes of use that result in an increased impact to the transportation system
- Construction of new access points to a public street.

19.51.030 Minimum street improvement requirements.

The list of typical required improvements is updated to clarify the range of required improvements, when applicable. Provisions regarding curb and gutter are updated to allow for curb cuts or curbless designs to permit LID design options.

19.51.040 Extent of Required Improvements.

This section provides detailed requirements for where improvements must be installed along a property frontage and when and how they must be extended past the property to ensure a smooth transition to adjacent improvements.

19.51.050 Dedication of Right-of-Way.

This is a new section that is proposed to clarify the City's authority to require dedication of right-of-way that is necessary as a result of development's impacts on the transportation system.

19.51.060 Modifications, deferments, waivers, and construction-in-lieu.

AMC 19.52 integrates recently updated public street geometric standards (updated in Dec. 2018 via Ord. 3031) intended to reduce impervious surfaces and maintenance costs, enhance walkability, and better facilitate infill development while maintaining safe and efficient access to property. The changes are expected to reduce the need for requests to modify or waive street improvements required as part of development activity; however, for such cases clear procedures and criteria for addressing such requests are needed.

19.51.060.B Review Process – Currently, modification and exception requests to street standards within AMC Title 16 Subdivisions are a Type 4 review process. As proposed in the update, a request for a modification, deferment, waiver or construction-in-lieu proposal would be processed as part of the underlying permit application according to the review procedures in AMC Table 19.20.030, or a decision made by the Public Works Director if no land use permit is applicable.

19.51.060.C Modifications – A modification could be requested to the nature or extent of improvements required. This could include situations where:

- The improvement as required would not match existing improvements, topographical, other physical conditions, or other unusual circumstances preclude the improvements construction.
- The applicant proposes special features like wider planter strips or sidewalks, bump-ins to save significant trees or other natural features, or stormwater infrastructure that exceeds minimum standards.
- A modified standard for the particular street or neighborhood has been approved.

19.51.060.D Deferments – A deferment is granting a postponement in timing for construction of improvements. Deferments may be approved when:

- The improvement is part of a larger project that has been scheduled for implementation and fully funded in the City's six-year Capital Facilities plan.
- Construction or alteration of a single family dwelling unit on a large lot (1 acre+) when there are no frontage improvements meeting city standards within 200 feet of the lot, or identified through approved plats, and potential exists for future development of the lot.

When an applicant meets the criteria for a deferment, they would need to sign an agreement that is recorded to the title specifying future construction of, or reimbursement to the city for construction of, required improvements.

19.51.060.E Waiver – Waivers may be approved when construction of the required improvements would cause a safety hazard or an environmental impact that cannot be mitigated or the current level and extent of the improvements in the ROW adjacent to the subject property are not likely to be changed in the future.

19.51.060.F Sidewalk construction in lieu program. Off-site construction of sidewalks may be allowed in lieu of on-site when:

- On-site construction would require substantial off-site roadway modifications, would result in a safety hazard, there are other unusual circumstances, or the improvement would not be extended past the property in the future due to adjacency of critical areas, ACFL, or similar attribute or land designation.

City staff plans to update sidewalk gap mapping and identify high priority areas for completion of sidewalks to help identify potential off-site locations when this section is an option. See attached map for existing and planned sidewalk locations.

19.51.070 Timing of improvements and bonding.

This section outlines provisions for bonding for public improvements when they are not completed prior to approval, when allowed by the City.

19.52 Public Street Design

AMC 19.52 updates and replaces AMC Ch. 16.32 Road Standards and portions of AMC 16.20 Design and Improvement Standards. In December 2018, Council adopted interim Ordinance 3031 updating certain sections of AMC Title 16, 17 and 19 to further establish low impact development as the preferred method for controlling stormwater in the City of Anacortes. This ordinance updated various sections of AMC 16.32 relating to minimum street standards including minimum right-of-way width, pavement width, landscaping, and sidewalk requirements. The ordinance implements Comprehensive Plan policies related to consideration of existing and desired character of areas and the cost of future maintenance, prioritizing pedestrian and bicycle travel modes, and facilitating desired infill development.

Key Supporting 2016 Comprehensive Plan Policies.

Applicable 2016 Comprehensive Plan policies implemented through Ch. 19.52 emphasize development of complete streets, sustainable design including forms of low impact development, providing safe and attractive nonmotorized connectivity, encouraging infill, and designing street improvements to consider the existing and desired character of an area (LU-2.2.A, LU-4.2, LU-10.2, H-1.5, EC-4.3, EC-4.6, EC-13.3, etc.

19.52.030 City street classification system.

The Transportation Element of the Anacortes Comprehensive Plan designates functional classifications for streets within Anacortes. Each street's functional classification determines the minimum improvements that must be installed when development occurs. The street classifications are: Principal arterials, minor arterials, collectors, and local streets. During development of the draft code, staff proposed breaking the local street classification into two categories - high-volume and low-volume - to differentiate between levels of improvements required based on traffic volumes and connectivity. An amendment to the Transportation Element of the Comp. Plan will also be needed to incorporate this update. See attached map showing proposed street classifications.

19.52.040 Street geometric design and streetscape.

The street standards adopted via interim Ord. 3031 are carried over to draft AMC 19.52. Additional detail related to integration of parking pockets on low-volume local streets has been added based on Planning Commission's recommendation.

19.52.050-.090 Dead end streets, street intersections, pavement design, street names, signage, streetlights and street monuments.

These sections update and integrate into Title 19 portions of existing AMC 16.20 related to street design standards.

19.53 Private Driveways and Access

Chapter 19.53 addresses driveway and access location, spacing, circulation, and general design standards.

Key Supporting 2016 Comprehensive Plan Policies.

Key supporting policies emphasize prioritizing safety for pedestrian and bicycles (T-2.2), encouraging infill development, minimizing impervious surfaces (EC-4.6), and enhancing safe and efficient roadway operations.

19.53.030 Driveways and access easements.

Some standards that are currently contained in the Anacortes Engineering Design Standards are updated and integrated into Chapter 19.53, including driveway location, driveway spacing and separation, number of driveways, and driveway width.

19.53.040 Residential shared driveway.

A new “shared driveway” option is added for access for up to 6 units/lots within a residential subdivision. Criteria for when a shared driveway is appropriate, minimum standards, requirements for signage and addressing, and ownership and maintenance requirements are included.

19.53.050 Internal circulation for cottages, townhouses, and multifamily developments.

Minimum standards for new cottage, townhouse and multifamily developments are provided, including minimum dimensional standards, including opportunities consideration of alternative designs based on emergency apparatus access, fire hydrant locations, provision of fire-suppression sprinklers and water supply availability. Pedestrian circulation standards provide details about sidewalk dimensions, separation from structures, and required cross walks. Opportunities for departures are provided.

19.54 Subdivision and Block Standards

19.54.020 Block design and connectivity standards.

The provisions here set base block and connectivity standards for residential and commercial zones (which aren’t addressed in the existing code) to emphasize block sizes consistent with Anacortes’s general development pattern and good connectivity. Given there are site/topographical challenges on many of the remaining development sites, the provisions here integrate flexibility to allow other designs, provided they can maximize vehicular and pedestrian connectivity. The provisions allow for alternative designs with larger blocks provided they integrate a public open space or other public amenity that such development can be oriented around.

19.43.030 Open space/parks.

This section integrates current provisions from AMC 16.20.100 and includes design standards for the successful integration of parks and open space into subdivisions (again, a topic lacking

design guidance in the current code). The provisions here emphasize convenience, accessibility, safety, and maintenance.

19.43.040 Lot design.

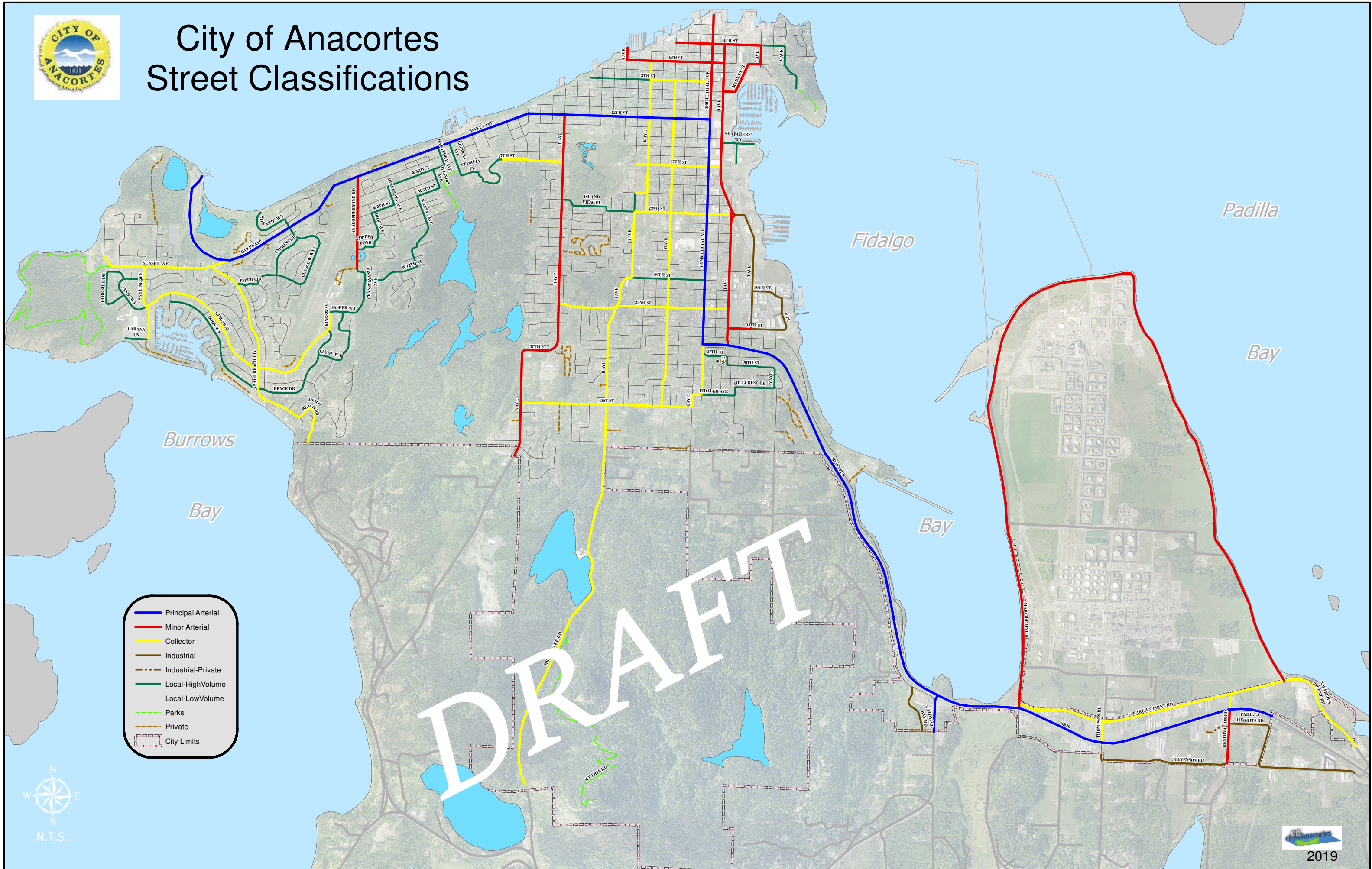
This section provides options for some alternative lot designs, which allow flexibility in the design of small lots. These include zero lot line configurations, shared access lots, pedestrian-only entry lots, and reciprocal use easement lots.

19.53.050 Access, services, and utilities.

Provides standards for lot access, provision of utilities and services, and authority to condition subdivisions based on RCW 58.17.110.



City of Anacortes Street Classifications

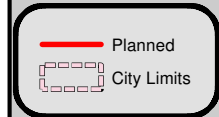
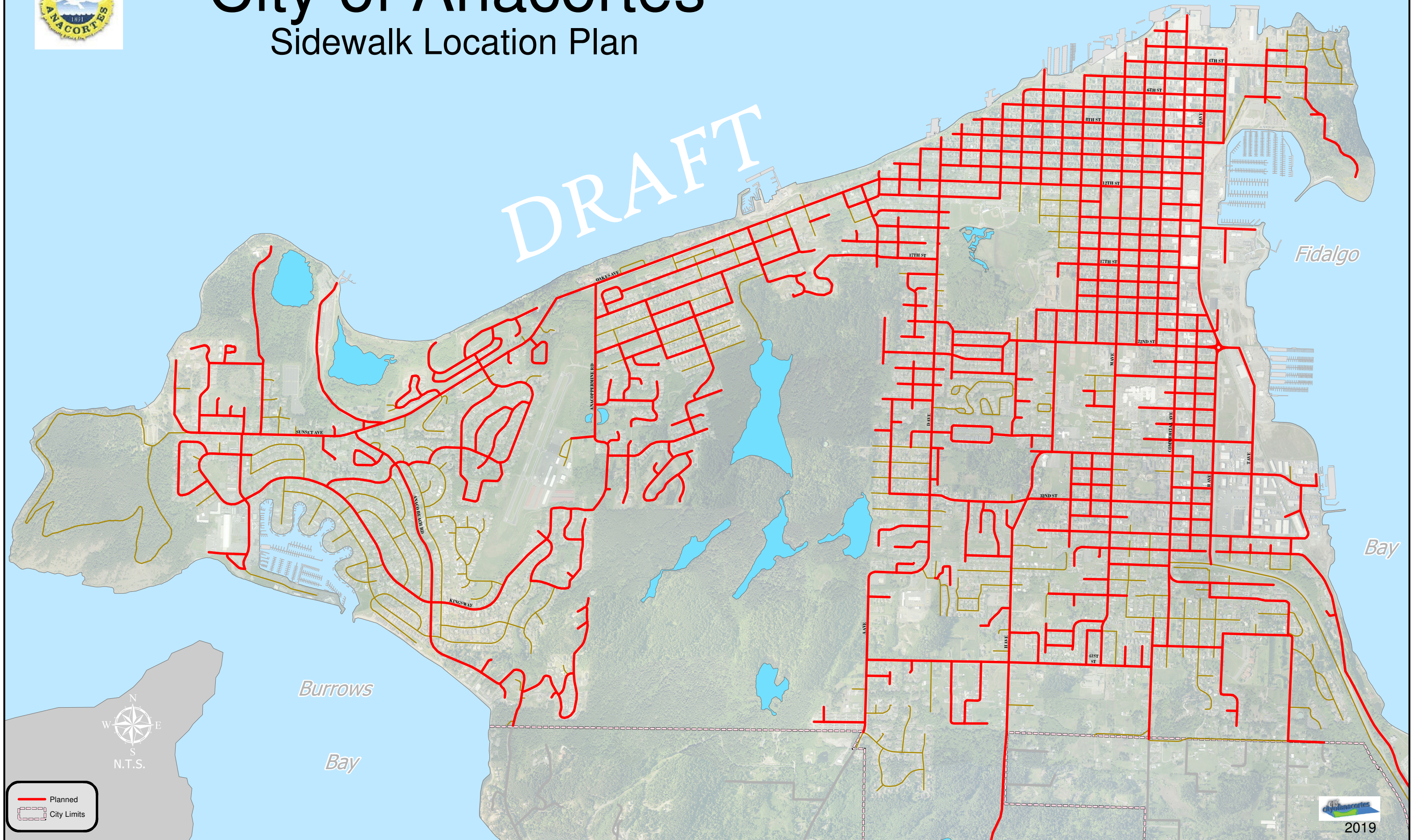




City of Anacortes

Sidewalk Location Plan

DRAFT





Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning May 20, 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.

May 20, 2019

Special Meeting: Special Start Time: 5:00 p.m.

- Resolution 2042: Lodging Tax Application - Heart of Anacortes 2019 Music Event
- Finance Update (Discussion)
- Ordinance 3042: Amending the 2019/2020 Biennial Budget (Discussion/Possible Action)
- Ordinance 3044: Amending 2019 - 2024 Capital Facilities Plan (Discussion/Possible Action)
- Municipal Broadband Fiber: Residential and Business Pricing (Discussion)
- Planning Commission Recommendation: Development Regulations and Zoning Map Amendments (Discussion)

May 28, 2019

June 3, 2019

- Contract Award: 2019 Asphalt Overlay - Utility and Pedestrian Improvements Project #19-004-TRN-002 (Consent)

June 10, 2019

- Closed Record Decision Hearing, Swinomish Indian Tribal Community Conditional Use Permit & SEPA environmental review to permit an addition/ expansion to an existing and permitted opioid treatment facility/clinic located on the subject property. The expansion includes adding an approximate 21,019 square foot 3-story addition to the north side of the existing treatment facility, an approximate 260 square foot one-story open air bus shelter, and a new approximate 50-space parking area

June 17, 2019

June 24, 2019

July 1, 2019

July 8, 2019

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Planning - CANCELLED, Monday, May 13, 2019, 12:00 AM, Main Conference Room, City Hall
- Parks & Recreation, Thursday, May 16, 2019, 6:00 PM, Main Conference Room, City Hall
- Public Works - CANCELLED, Monday, May 20, 2019, 12:00 AM, Main Conference Room, City Hall
- Finance, Wednesday, May 22, 2019, 5:00 PM, Main Conference Room, City Hall
- Planning, Tuesday, May 28, 2019, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Jun 3, 2019, 5:00 PM, Main Conference Room, City Hall
