



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

April 15 2019
6:00 p.m.

PRELIMINARY AGENDA

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Proclamation: Arbor Day
 - b. Port/City Liaison Committee
 - c. Public Works Committee
4. **Public Comment**
5. **Consent Agenda (Action)**
 - a. Minutes of April 8, 2019
 - b. Approval of Claims in the amount of: \$471,935.53
 - c. Contract Award: Library Main Floor Carpet Design & Installation 19-073-FAC-001
 - d. Contract Award: Municipal Fiber Network Coordinated Services 19-040-FBR-001
6. **Public Hearings**
7. **Other Business**
 - a. * Public Works Engineering 2019 Project Overview (Discussion)
 - b. * Fiber Update - Telemetry and Municipal Fiber (Discussion)
 - c. Planning Commission Recommendation: Development Regulations and Zoning Map Amendments (Discussion)
8. **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 April 22, 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.

April 22, 2019

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

- Street Fair Applications: Anacortes Waterfront Festival & Shipwreck Day (Consent)
- Contract Award: Senior Center Metal Roof Installation 19-066-FAC-001 (Consent)
- Resolution 2040: Fidalgo Bay Road Repair Emergency Declaration & Contract Award (Consent)
- 2019 CDBG Action Plan Review and Approval (Discussion/Possible Action)
- Parks & Recreation Comprehensive Plan Amendment (Discussion)
- Anacortes Community Forestlands Comprehensive Plan Amendment (Discussion)
- Planning Commission Recommendation: Development Regulations and Zoning Map Amendments (Discussion)

May 6, 2019

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

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

May 13, 2019

- Contract Award: Fire Station 3 Upgrades #18-156-FIR-003 (Consent)
- Contract Award: Library RFID Equipment #19-075-LIB-001 (Consent)
- 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)
- Planning Commission Recommendation: Development Regulations and Zoning Map Amendments (Discussion)

May 20, 2019

May 28, 2019

June 3, 2019

June 10, 2019

June 17, 2019

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Apr 15, 2019, 5:00 PM, Main Conference Room, City Hall
- Planning - CANCELLED, Monday, Apr 22, 2019, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Apr 24, 2019, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, May 6, 2019, 5:00 PM, Main Conference Room, City Hall



CITY OF ANACORTES PROCLAMATION

Arbor Day – April 26, 2019

WHEREAS, arbor means “tree” in Latin, Arbor Day is a special day that has been set aside for planting and caring for trees; and

WHEREAS, this year marks the 147th anniversary of Arbor Day, which was first celebrated by J. Sterling Morrison to encourage his fellow Nebraskans to plant trees to beautify and enrich their state; and

WHEREAS, all fifty states and countries throughout the world celebrate this holiday every spring to teach children the importance of forestry; and

WHEREAS, Anacortes has been recognized by the National Arbor Day Foundation as a Tree City USA for the 18th consecutive year; and

WHEREAS, the tree planting this year will be held at Causland Memorial Park at 10am, April 26th to help improve our urban forest.

NOW, THEREFORE, BE IT RESOLVED it is fitting and appropriate that I, Laurie Gere, Mayor of the City of Anacortes, do hereby proclaim Thursday, April 26, 2019 as our celebration of

ARBOR DAY

in Anacortes and encourage our citizens to plant trees thus leaving a legacy for present and future generations.

Dated this 15th day of April 2019.

Laurie Gere, Mayor

April 15, 2019
6:00 p.m.

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

Name

Topic

Pat Robinson

~~Второй~~ СЧАСТЬЕ

~~ERIKA CHARIN~~

Alley speed limits & RV^3

~~Zootimals~~

Continue on back of sheet as needed

City Council Minutes – April 8, 2019

Mayor Laurie Gere called to order the regular Anacortes City Council meeting of April 8, 2019 at 6:00 p.m. Councilmembers Eric Johnson, Ryan Walters, Anthony Young, Brad Adams and Matt Miller were present. Councilmember Bruce McDougall was absent. Mayor Gere announced that Mr. McDougall was traveling and would attempt to dial in to the meeting later in the evening. The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Department of Health Award to Anacortes Water System for Most Innovative Water Treatment Plant in the State for 2018: Mayor Gere announced that this presentation had been rescheduled for May 6, 2019.

Public Safety Committee: Mr. Miller reported from the committee meeting the prior week. He summarized topics discussed including addressing homelessness downtown, downtown parking, fire impact fees, the 2019 countywide EMS transition, BLS transports by Fire District 13, and location based dispatch. Mr. Johnson expanded on the potential for local churches to help provide sanitation services for homeless individuals including those living in vehicles.

Public Comment

Tor Fleming announced that he was withdrawing his candidacy for appointment to Senator Liz Lovelett's vacated seat on the City Council. Mr. Fleming said he was a great believer in diversity and felt that he would not represent diversity in that seat on the current Council. He announced that did intend to run for the Ward 2 City Council position at the end of Mr. Adams's term.

Consent Agenda

Mr. Johnson moved, seconded by Mr. Adams, to approve the following Consent Agenda items. Mr. Young commented that some purchases on the voucher list needed to be looked into but that he would defer that conversation to a future meeting in the interest of moving the agenda along. The motion carried unanimously by voice vote.

- a. Minutes of April 1, 2019
- b. Approval of Claims in the amount of: \$370,150.97

The following vouchers/checks were approved for payment:

EFT numbers: 92803 through 92833, 92869 and 92871, total \$141,990.88

Check numbers: 92800 through 92802 and 92834 through 92868 and 92870, total \$226,750.62

Wire transfer numbers: 247529 through 247884, total \$1,518.77

PUBLIC HEARING

Ordinance 3030 and Resolution 2038: Fire Impact Fees

Fire Chief David Oliveri presented draft Ordinance 3030 and Resolution 2038 to implement new fire impact fees in support of capital facilities needs of the Fire Department. Chief Oliveri reported that following Council's direction to staff at the March 11, 2019 City Council meeting to pursue alternative fee structure calculations, staff had worked with Berk Associates to explore what was possible with the available data. The Chief concluded that the data currently stored about each call response did not allow calculation of impacts based on size of residence. He said that he had worked with Assistant Chief Jack Kennedy and Planning Department staff to arrive at the best case scenario using the data available, which was what was proposed in the packet materials. He added that the Fire Department would collect call data differently moving forward and could potentially revisit the rate calculations two years in the future.

Mr. Walters said the revised commercial categories were an improvement over those presented previously. He noted that the effective date was inconsistent between the draft ordinance and resolution and clarified with Chief Oliveri that the few impact fees would go into effect on April 22 if Council were to approve them at the present meeting.

Mayor Gere invited members of the audience to comment on this agenda item as part of the public hearing. No one present wished to address the Council. Mr. Walters moved, seconded by Mr. Miller, to close the public hearing. The motion carried unanimously by voice vote.

Mr. Walters moved, seconded by Mr. Johnson, to adopt Ordinance 3030 and Resolution 2038 as presented with the following changes: 1) on Attachment A of Ordinance 3030, delete the rate for 3+ stories structures effective 4/22/19, 2) make the corresponding change on the Unified Fee Schedule attached to Resolution 2038, and 3) correct the typo of “educational” in the Commercial 4 category. Mr. Walters clarified that the effective date of both the ordinance and the resolution should be April 22, 2019. Vote: Ayes – Young, Walters, Adams, Miller and Johnson. Motion carried.

OTHER BUSINESS

City Council Candidate Presentations

Administrative Services Director Emily Schuh reviewed the process for appointing a councilmember to fill the vacant City Council seat following Senator Liz Lovelett’s resignation. Ms. Schuh’s slide presentation had been included in the packet materials for the meeting. She clarified that the appointee would serve only until the results of the November 2019 election were certified, at which point the candidate elected by the voters would immediately take office and would serve the remainder of Ms. Lovelett’s term. Ms. Schuh displayed the three questions, prepared by the sitting councilmembers, that had been circulated to the candidates the prior week and included in the packet materials for the meeting. She said each candidate would have three minutes to respond to each of the three questions, in an order that had been determined by lot prior to the meeting. Immediately following, Mayor Gere and councilmembers would go into executive session to discuss the qualifications of the candidates, as allowed by RCW 42.30.110(h), and would then return to open session for deliberation and possible action.

Candidates Meredith McIlmoyle, Nicole Mortimer, Christine Cleland-McGrath and Carolyn Moulton then responded in turn to the following questions.

1. How would you describe the difference in responsibilities between the Mayor, the City Council, and City Staff?
2. How important is planning to Anacortes's development and infrastructure?
3. Pick one major challenge facing the City of Anacortes. Discuss the steps the City Council could take in addressing that challenge.

The responses of each candidate are included in their entirety in the [permanent video record](#) of the meeting.

Executive Session (20 Minutes): Review Qualifications of City Council Candidates per RCW 42.30.110(h)

At approximately 7:00 p.m. Mayor Gere announced that City Council, the mayor and Ms. Schuh would convene in Executive Session for no more than 15 minutes to review the qualifications of the City Council candidates. She advised that no action would be taken and that Council would then return to chambers in open session to deliberate.

At approximately 7:18 p.m. Mayor Gere called the meeting back into open session. She invited Council to deliberate on the appointment.

Ms. Schuh advised that Mr. McDougall had joined the executive session by phone at 7:11 p.m. and that he was now participating in the open session by phone. Mr. McDougall verified that he could both hear and be heard by his colleagues on the Council.

Each councilmember then summarized what he was looking for in a candidate and the criteria that would bear on his decision. Mayor Gere also shared which characteristics she valued most highly. Councilmembers discussed whether their role was to select the candidate who best represented the apparent will of the voters who had elected Ms. Lovelett to the seat originally, or to select a candidate who could most quickly and effectively participate productively in the near term business of the Council. All the elected officials agreed on the uniformly high caliber of the candidates, thanked them all for being willing to serve the community, and encouraged those who were not appointed to continue involvement on city boards and commissions and during upcoming election cycles.

Mr. Miller observed that Council was about to embark on its review and action on the development regulations update and that in the short term a candidate who was very familiar with those documents and that process would best serve the city. Mr. Miller moved to appoint Christine Cleland-McGrath as the replacement city councilmember. No one immediately seconded the motion.

Councilmembers continued to discuss at length the qualifications and strengths of each of the four candidates.

Mr. Johnson seconded Mr. Miller's motion to appoint Christine Cleland-McGrath as the replacement city councilmember.

Mr. Adams suggested that each councilmember indicate his preference and that the candidate with the most votes be appointed. Mr. Miller countered that a vote on the motion on the floor was intended to arrive at a decision and noted that progression from Planning Commissioner to City Councilmember was a common and proven path. Mr. McDougall suggested an alternative instant runoff voting method which would involve each councilmember indicating his first and second choice and calculating a result from the weighted votes. Mr. Adams moved, seconded by Mr. Young, the postpone consideration of Mr. Miller's motion indefinitely. Vote: Ayes – Walters, Adams, McDougall and Young. Nays – Miller and Johnson. Motion carried.

Mayor Gere then asked each councilmember to name his first choice from among the four candidates. Councilmembers each named two candidates they supported.

Mr. Walters moved, seconded by Mr. Young, to adopt the following process for selecting the candidate: each councilmember will in turn name one candidate and the candidate who is named by the most councilmembers, assuming a majority, will be appointed. Vote: Ayes – Adams, McDougall, Miller, Johnson, Young and Walters. Motion carried.

Each councilmember then named a first choice candidate as follows. Carolyn Moulton – McDougall, Adams, Walters and Young. Christine Cleland-McGrath – Miller and Johnson. Carolyn Moulton was selected.

Mayor Gere thanked all the candidates for participating in the selection process.

City Council Position Appointment and Oath of Office

City Clerk Steve Hoglund administered the oath of office to Carolyn Moulton. Ms. Moulton joined her colleagues on the dais.

There being no further business, at approximately 8:00 p.m. the Anacortes City Council meeting of April 8, 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 April 15, 2019 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
248204	12/31/2018	48273	ROBINSON BROTHERS	FIBER BUILD - PHASE 3 - BOND FEE	\$ 10,099.29	hr
247986	2/1/2019	1191074	SIGNATURE FORMS, INC	OPERATING SUPPLIES	\$ 99.47	finance
248218	2/21/2019	11012	ACE CONCRETE CUTTING LLC	ASPHALT CORES	\$ 4,000.00	pw1
247783	2/26/2019	633046	HASA, INC	SODIUM HYPOCHLORITE	\$ 4,606.89	dwtpt
247993	2/27/2019	MVCS0298323	N C MACHINERY COMPANY	EDGES FOR VEH #414	\$ 335.49	dshop
248123	2/28/2019	360-299-0813-1017915	FRONTIER COMMUNICATIONS	WWTP 2/28-3/27/19	\$ 309.70	dwwtp
248034	2/28/2019	78860	LAKESIDE INDUSTRIES, INC.	ACFL TRAIL 104	\$ 54.25	parks1
248282	3/11/2019	88188^	BLYTHE PLUMBING & HEATING, INC	COMPRESSOR REPAIR WTP	\$ 2,164.58	pwfac
248091	3/11/2019	12433269	WILBUR-ELLIS COMPANY, LLC	TOTE FOR DE-ICER	\$ 81.38	dshop
248090	3/14/2019	83142455	BOUND TREE MEDICAL, LLC	PHARMACEUTICALS	\$ 2.80	medic
247939	3/14/2019	10903	HOW IT WORKS, INC	ACFL MAPS	\$ 1,879.50	parks1
248042	3/14/2019	16143397	PACIFIC POWER BATTERIES	BATTERIES	\$ 44.89	infosys
248102	3/14/2019	1271495	SURETY PEST CONTROL	MARCH SERVICE @ 29-2	\$ 44.49	medic
248242	3/18/2019	3182019	MCCOOL CONSTRUCTION CO	FLOOR REPAIR @ MUSUEM	\$ 553.33	pwfac
248092	3/18/2019	IN1321285	MUNICIPAL EMERGENCY SERVICES	3 SCBA FLOW TEST	\$ 227.85	medic
248245	3/18/2019	102077	SUMMIT LAW GROUP, PLLC	LEGAL SERVICES, GENERAL	\$ 204.00	hr
248246	3/19/2019	252337A	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 87.89	pwfac
248105	3/19/2019	WAANA113391	FASTENAL COMPANY	FLASHLIGHT, WORK GLOVES, BATTERIES,	\$ 552.06	medic
248106	3/19/2019	WAANA113392	FASTENAL COMPANY	EXAM GLOVES	\$ 103.03	medic
247766	3/19/2019	1200180813	HDR ENGINEERING, INC	WTP CHLORINE CONVERSION PROJECT - 2/3/19-3/2/19	\$ 3,137.55	dwtpt
247738	3/19/2019	1633-28	MAKERS ARCHITECTURE	ZONING, DEV & DESIGN STDS - FEBRUARY 2019	\$ 7,361.41	plan
247741	3/21/2019	277	AQUA-TERR SYSTEMS INC	ON-CALL CRITICAL AREAS SITE REVIEWS - W 8TH	\$ 307.50	plan
248118	3/21/2019	16143600	PACIFIC POWER BATTERIES	UPS BATTERIES	\$ 784.81	dwwtp
247867	3/21/2019	1274384	SURETY PEST CONTROL	RODENT CONTROL @ WA PARK	\$ 70.53	pwfac
248087	3/21/2019	114118	WALTON BEVERAGE COMPANY, INC	AFD BREAKROOM SUPPLIES	\$ 87.50	medic
248284	3/22/2019	88448^	BLYTHE PLUMBING & HEATING, INC	NO HEAT IN CHLORINE BUILDING	\$ 337.71	pwfac
248221	3/22/2019	2914-21903059	FCS GROUP	SEWER COST OF SERVICE AND RATE DESIGN STUDY - THROUGH 3/22/19	\$ 5,938.75	pw1
248249	3/22/2019	1275945	SURETY PEST CONTROL	MUSUEM PEST CONTROL	\$ 44.49	pwfac
248033	3/25/2019	0551017392	HONEY BUCKET	UNIT DELIVERY/MONTHLY THRU 4/21-MT. ERIE	\$ 173.50	parks1
247787	3/25/2019	114-8225195	UNITED SITE SERVICES, INC	INTAKE STATION PORTA-POTTI RENTAL	\$ 22.98	dwtpt

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
248247	3/26/2019	254551	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 756.61	pwfac
248096	3/26/2019	5004846184	FERRELLGAS, LP	MARCH PROPANE INVOICE - AUTOGAS ACCOUNT	\$ 473.90	finance
247863	3/26/2019	11395566	HACH COMPANY	BUFFER POWDER PILLOWS	\$ 331.75	dwtpt
248240	3/26/2019	1271457	SURETY PEST CONTROL	CITY HALL RODENT SERVICE	\$ 43.48	pwfac
246879	3/27/2019	045-257088	TYLER TECHNOLOGIES, INC	PRINTER FOR CASHIER	\$ 1,736.00	infosys
248103	3/28/2019	8871	ANTEC CORPORATION	CEMS BASE COOLER - SOLE SOURCE PROVIDER	\$ 5,804.77	dwwtpt
248253	3/28/2019	254650	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 483.25	pwfac
248281	3/28/2019	254551A	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 214.01	pwfac
247862	3/28/2019	0732917-1	FERGUSON ENTERPRISES, INC	WATER METER PARTS	\$ 22,199.75	wdist
248099	3/28/2019	50671750	MCKESSON MEDICAL-SURGICAL	PHARMACEUTICALS	\$ 49.55	medic
248108	3/29/2019	9501134837	ARROW INTERNATIONAL, INC.	EZ-IO POWER DRIVER	\$ 334.72	medic
247796	3/29/2019	19-10402	EDGE ANALYTICAL, INC	COLIFORMS ANALYSIS BLUE HERON X 3	\$ 45.00	dwtpt
247803	3/29/2019	WABUR210272	FASTENAL COMPANY	RESTOCK SUPPLIES	\$ 60.54	dwtpt
247918	3/29/2019	012341488	GALLS, LLC.	UNIFORM JUMPSUIT; OFC LELAND	\$ 607.22	apd
247919	3/29/2019	012341491	GALLS, LLC.	UNIFORM JUMPSUIT; OFC HATCHER	\$ 607.22	apd
247920	3/29/2019	012341489	GALLS, LLC.	UNIFORM JUMPSUIT; OFC DILLS	\$ 607.22	apd
247788	3/29/2019	ReimbGonzalez	GONZALEZ, MARIO	MEAL REIMBURSEMENT WOW CONFERENCE MG	\$ 208.00	dwtpt
248208	3/29/2019	007K0202	HARRINGTON INDUSTRIAL	2" CONNECTORS FOR CAUSTIC REPAIR	\$ 110.10	dwtpt
248112	3/29/2019	ReimbJamesSherman	JAMES-SHERMAN, CAMERON	MEAL REIMBURSEMENT WOW CONFERENCE CJS	\$ 208.00	dwtpt
247792	3/29/2019	ReimbMarrs	MARRS, JEFF	MEAL, MILEAGE REIMBURSEMENT WOW CONFERENCE - JM	\$ 281.60	dwtpt
247916	3/29/2019	180776	SETINA MANUFACTURING CO INC	NEW K9 PARTITION- VEH #037A	\$ 6,681.48	dshop
248215	3/29/2019	1ST QTR 2019	SKAGIT COUNTY DISTRICT COURT	1ST QUARTER 2019 PROBATION FEES	\$ 10,900.00	court
248111	3/31/2019	182	BUBBA SUDZ CAR WASH, INC.	MARCH CAR WASHES- 17	\$ 153.00	dshop
248211	3/31/2019	0319	NELSON, BONNIE	AGING MASTERY PROGRAM ADMINISTRATION - MARCH 2019	\$ 400.00	hr
248202	3/31/2019	IN930899	NOANET	FIBER NETWORK OPS, GIS, ENGINEERING - PHASE 3 AND CBD MARCH 2019	\$ 1,912.50	hr
248203	3/31/2019	IN930900	NOANET	FIBER BUILD PHASE 3 TRAVEL EXPENSES MARCH 2019	\$ 82.00	pw1
248238	3/31/2019	0000653440	OCLC, INC	CATALOGING, ILL, FIRSTSEARCH/WORLDCAT DISCOVERY	\$ 358.15	publib
248212	3/31/2019	27418	PACIFIC SECURITY	SECURITY DETAIL FOR COURT PROCEEDINGS	\$ 612.50	court
248195	3/31/2019	7525	PETDATA, INC	PETDATA LICENSING FEES MARCH	\$ 672.40	finance
248214	3/31/2019	29322	REICHHARDT & EBE ENGINEERING	SHIP HARBOR & SR20 INTERSECTION - 2/25/19-3/19/19	\$ 5,718.26	pw1

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
248205	3/31/2019	1222	SKAGIT CONSERVATION DISTRICT	NPDES II OUTREACH & EDUCATION - MARCH 2019	\$ 1,069.10	pw1
248094	3/31/2019	1454	SKAGIT COUNCIL OF GOVERNMENTS	1/1-3/31/19 GROWTH MANAGEMENT ACT ADMINSTRATIVE SERVICES	\$ 366.86	finance
248104	3/31/2019	2019 Q1-Ana	SKAGIT COUNTY DEM	1ST QTR 2019	\$ 13,013.25	medic
248228	3/31/2019	601217-0	SKIDMORE PHARMACY INC.	PHARMACY COPAY, LEOFF1 RETIREE	\$ 55.92	hr
247994	3/31/2019	INV00490027	SMARSH, INC	ARCHIVING PLATFORM 3/1-3/31/19	\$ 933.05	infosys
248213	3/31/2019	0112708-IN	SWS EQUIPMENT	SANITATION TRUCK RENTAL - 4/13/19-5/12/19	\$ 10,217.80	pw1
247940	3/31/2019	114-8276031	UNITED SITE SERVICES, INC	PORTABLE TOILET RENTAL - WA PARK BEACH	\$ 82.73	parks1
247941	3/31/2019	114-8276011	UNITED SITE SERVICES, INC	Portable toilet rental - Edwards Way	\$ 82.73	parks1
247942	3/31/2019	114-8275988	UNITED SITE SERVICES, INC	Portable toilet rental - WA Pk - Loop 2	\$ 62.00	parks1
247943	3/31/2019	114-827957	UNITED SITE SERVICES, INC	Portable toilet rental - Ace of Hearts	\$ 63.86	parks1
247944	3/31/2019	114-8275956	UNITED SITE SERVICES, INC	Portable toilet rental - WA Pk Loop #1	\$ 47.89	parks1
248217	3/31/2019	114-8276039	UNITED SITE SERVICES, INC	2100 PENNSYLVANIA AVE PORTA-POTTIE RENTAL 3/1-3/31/19	\$ 139.60	dwtpt
248197	3/31/2019	386000156	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 3/1/2019 - 3/31/2019	\$ 67.00	finance
248093	3/31/2019	9030122	UTILITIES UNDERGROUND LOCATION	UTILITY LOCATE TICKETS - MARCH	\$ 170.28	dshop
248285	3/31/2019	COURT & BUILDING FEE	WASHINGTON STATE TREASURER	1ST QTR COURT & BUILDING FEES 2019	\$ 37,027.46	finance
248206	3/31/2019	206330	WIDENER & ASSOCIATES	CULTURAL RESOURCES - 2019 WATERLINE PROJECT	\$ 1,802.18	pw1
248207	3/31/2019	206331	WIDENER & ASSOCIATES	GUERMES CHANNEL TRAIL - COMPLIANCE REVIEWS - MARCH 2019	\$ 1,918.00	pw1
247888	4/1/2019	248 984 6277 5	CASCADE NATURAL GAS CORP.	WTP 2/28-3/29/19	\$ 2,749.00	dwtpt
248227	4/1/2019	052-0010-00	CITY OF ANACORTES	OPS W/S/G MARCH	\$ 1,231.63	dshop
248196	4/1/2019	241496	DEPT OF LABOR & INDUSTRIES	WTP ANNUAL ELEVATOR INSPECTION	\$ 33.20	dwtpt
247992	4/1/2019	360-293-1900-0122885	FRONTIER COMMUNICATIONS	CITY MAIN PHONE 4/1-4/30/19	\$ 1,074.70	finance
248109	4/1/2019	360-293-0045-0223175	FRONTIER COMMUNICATIONS	STA 1 BACK-UP LINES 4/1 - 4/30	\$ 152.79	medic
248219	4/1/2019	11404267	HACH COMPANY	TITRATOR HARDNESS STANDARD	\$ 79.26	dwtpt
248097	4/1/2019	AFD 19	ISLAND HOSPITAL	JAN & FEB AMBULANCE SUPPLIES	\$ 3,679.08	medic
247749	4/1/2019	3272	NW CLEANERS	LTAC HEART RESTROOM MONTHLY CLEAN	\$ 550.00	plan
247930	4/1/2019	989	PORT OF ANACORTES	DOCK RENTAL - QD-25	\$ 33.95	pkrec
247931	4/1/2019	987	PORT OF ANACORTES	DOCK RENTAL - QD-20	\$ 34.97	pkrec
247933	4/1/2019	985	PORT OF ANACORTES	DOCK RENTAL - QD-21	\$ 34.97	pkrec
247935	4/1/2019	984	PORT OF ANACORTES	DOCK RENTAL - QD24	\$ 34.97	pkrec
247938	4/1/2019	530	PORT OF ANACORTES	DOCK RENTAL QD-13 QD-23 & QD-27	\$ 103.89	pkrec
248039	4/1/2019	300000325005	PUGET SOUND ENERGY INC	STREET LIGHTS- SS 17TH ST BTWN Q & COMM, 1417 38TH ST	\$ 88.18	dshop

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
248040	4/1/2019	300000340004	PUGET SOUND ENERGY INC	STREET LIGHTS: 02/28- 03/28/19	\$ 66.74	dshop
248041	4/1/2019	300000006951	PUGET SOUND ENERGY INC	STREET LIGHTS: 02/28 - 03/28/2018	\$ 63.08	dshop
248121	4/1/2019	200012505505	PUGET SOUND ENERGY INC	WTP 3/1-3/31/19	\$ 69,587.08	dwdtp
248194	4/1/2019	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS: 01/31- 03/01/2019	\$ 15,031.12	dshop
248231	4/1/2019	200000666863	PUGET SOUND ENERGY INC	LIBRARY 10TH STREET LED 3/2 - 4/1/19	\$ 6.66	publib
248235	4/1/2019	200000667101	PUGET SOUND ENERGY INC	LIBRARY 1220 10TH 2/6 - 3/7/19	\$ 1,571.14	publib
248236	4/1/2019	200000667218	PUGET SOUND ENERGY INC	LIBRARY 10TH & M ST 3/2 - 4/1/19	\$ 21.02	publib
248243	4/1/2019	76204269	RECORDED BOOKS INC	SUBSCRIPTION TO E-BOOKS	\$ 1,420.80	publib
248120	4/1/2019	0235406-IN	REISNER DISTRIBUTOR INC	INCINERATOR DIESEL	\$ 1,570.98	dwwtp
247987	4/1/2019	5056316072	RICOH USA, INC	CITY WIDE 1/1-3/31/19	\$ 408.88	finance
247988	4/1/2019	5056316255	RICOH USA, INC	S/N C86086497 PUB DEF COPIES 1/1-3/31/19	\$ 31.58	finance
247989	4/1/2019	5056316038	RICOH USA, INC	S/N C86152062 HR COPIES 3/1-3/31/19	\$ 18.57	hr
248036	4/1/2019	5056315600	RICOH USA, INC	S/N C86138599 APD FRONT OFFICE COPIES 3/1-3/31/19	\$ 26.78	apd
248114	4/1/2019	2853	SKAGIT COUNTY SHERIFF'S OFFICE	INMATE MEDICAL FOR PERIOD ENDING 6/25/2019	\$ 28,552.55	apd
248230	4/1/2019	0419212719	SKAGIT PUBLISHING LLC	POSITION AD, HR & LABOR RELATIONS & LIBRARY PUBLIC SERVICES	\$ 1,278.78	hr
247781	4/1/2019	8406661	SKAGIT VALLEY HERALD	SVH DAILY SUBSCRIPTION	\$ 228.80	dwdtp
247927	4/1/2019	115563	VENTEK INTERNATIONAL	APR SERVER HOSTING/DIGITAL CARRIER	\$ 135.00	parks1
248198	4/1/2019	1390323-0043-8	WASTE MANAGEMENT	MARCH 2019 CONTRACTED SERVICES	\$ 109,005.15	finance
248280	4/2/2019	254551B	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 243.75	pwfac
248030	4/2/2019	8498 30 017 0319913	COMCAST	LIBRARY INTERNET ACCESS 4/9-5/8/19	\$ 183.12	finance
247886	4/2/2019	19-09791	EDGE ANALYTICAL, INC	BACT ANALYSIS RAW	\$ 49.00	dwdtp
247998	4/2/2019	19-10860	EDGE ANALYTICAL, INC	BACT ANALYSIS FINISHED	\$ 15.00	dwdtp
248220	4/2/2019	11406346	HACH COMPANY	CALCIUM STANDARD	\$ 43.12	dwdtp
248250	4/2/2019	1720007263	PATEL DDS, RAMAN	DENTAL SERVICES, LEOFF1 RETIREE, DOS 4/1/19	\$ 760.00	hr
247924	4/2/2019	001-429690	PISTON SERVICE OF ANACORTES	TRAILER WIRE- VEH #822	\$ 7.89	dshop
247936	4/2/2019	983	PORT OF ANACORTES	DOCK RENTAL - QD-19	\$ 34.97	pkrec
248201	4/2/2019	Pay App 4	SRV CONSTRUCTION, INC	32ND ST & D AVE INTERSECTION IMPROVEMENTS	\$ 11,340.00	pw1
248000	4/3/2019	520413	FRONTIER BUILDING SUPPLY	3RD FLOOR TRIM - CITY HALL	\$ 213.40	pwfac
248110	4/3/2019	911748	LIFE ASSIST, INC	I6 I-GEL O2 RESUS PACKS	\$ 191.16	medic
247923	4/3/2019	001-429822	PISTON SERVICE OF ANACORTES	BELT & TENSIONER- VEH #115	\$ 62.20	dshop
247929	4/3/2019	8292	PORT OF ANACORTES	MOORAGE - QUARTERLY - SPACE QD-01A	\$ 66.80	pkrec
247932	4/3/2019	986	PORT OF ANACORTES	DOCK RENTAL - QD-22	\$ 34.97	pkrec
248229	4/3/2019	2016-0067	PUBLIC SAFETY TESTING, INC	Q1 SUBSCRIPTION FEES, POLICE & FIRE	\$ 636.00	hr
247925	4/3/2019	CL85862	REISNER DISTRIBUTOR INC	VEHICLE FUEL - MARCH	\$ 19,071.57	finance

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
248088	4/3/2019	1156811	SKAGIT PUBLISHING LLC	PUBLISH AA-1884229	\$ 69.02	finance
248209	4/3/2019	71670B-X	UNDERWOOD & ASSOCIATES, LLC	CITY HALL REMODEL PROJECT - ARCHITECTURAL SERVICES MARCH 2019	\$ 2,210.00	pwfac
248210	4/3/2019	71665B-X	UNDERWOOD & ASSOCIATES, LLC	LIBRARY SPACE CORRECTIONS - DESIGN - MARCH 2019	\$ 390.00	publib
247915	4/3/2019	331 0455085	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE	\$ 62.31	dwtpt
247926	4/3/2019	I19006132	WASHINGTON STATE PATROL	BACKGROUND CHECK - ROEDER	\$ 12.00	pkrec
247990	4/3/2019	I19006158	WASHINGTON STATE PATROL	BACKGROUND CHECKS	\$ 72.00	hr
248035	4/4/2019	300-10055068	ALL BATTERY SALES & SERVICE	WORKLAMPS- SHOP STOCK	\$ 195.59	dshop
248115	4/4/2019	001-430020	PISTON SERVICE OF ANACORTES	HOOD LIFT SUPPORT- VEH #406	\$ 120.97	dshop
247999	4/4/2019	9827040595	VERIZON WIRELESS	WTP SCADA MODEM 2/27-3/26/19	\$ 504.43	dwtpt
247991	4/4/2019	114183	WALTON BEVERAGE COMPANY, INC	OPS BREAKROOM SUPPLIES	\$ 157.50	dshop
247997	4/4/2019	114185	WALTON BEVERAGE COMPANY, INC	WTP BREAKROOM SUPPLIES	\$ 87.50	dwtpt
248031	4/4/2019	114182	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 105.00	finance
248089	4/4/2019	114180	WALTON BEVERAGE COMPANY, INC	AFD BREAKROOM SUPPLIES	\$ 87.50	medic
248107	4/4/2019	114181	WALTON BEVERAGE COMPANY, INC	WWTP BREAKROOM SUPPLIES	\$ 60.00	dwtpt
248032	4/5/2019	6527	C & C TIMBER, INC	FIREWOOD BUNDLES (300 @ \$3.75) - *RESALE ITEM*	\$ 1,125.00	parks1
248122	4/5/2019	19-11520	EDGE ANALYTICAL, INC	TCR ANALYSIS BOOSTERS	\$ 165.00	dwtpt
248095	4/5/2019	012403944	GALLS, LLC.	UNIFORM BOOTS; CAPT FULLER	\$ 143.13	apd
248098	4/5/2019	012403947	GALLS, LLC.	UNIFORM ITEMS; NEW OFC HIRE MOWRER	\$ 730.42	apd
248038	4/5/2019	ReimbGere	GERE, LAURIE	SIDNEY BC TRIP	\$ 108.00	admin
248113	4/5/2019	159669	OASYS INC	YELLOW INK CARTRIDGE	\$ 181.50	pw1
248100	4/6/2019	00005W5A83149	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 4-6-19	\$ 16.84	apd
248216	4/8/2019	ML-19033017184	CASCADE ENGINEERING SVCS INC	LAB THERMOMETER CALIBRATION	\$ 124.00	dwtpt
248101	4/8/2019	018069211	THE KIPLINGER LETTER	2019 SUBSCRIPTION RENEWAL FINANCE 4/12/19-4/12/20	\$ 108.00	finance
248251	4/9/2019	101412	ASSOCIATION OF WASHINGTON	APRIL, SUPPLEMENTAL LIFE INSURANCE	\$ 493.50	hr
248248	4/9/2019	1790899037	CASCADE DENTAL, LLC	DENTAL SERVICES,	\$ 146.00	hr
248224	4/9/2019	18-065-SEW-0011	CH MURPHY/CLARK-ULLMAN, INC	RETAINAGE RELEASE	\$ 19,111.76	pw1

Total **\$471,935.53**



City Council Contract Agenda Bill

Meeting Date: 4/15/2019 **Agenda Item:** 5c

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

Staff Contact: Fred Buckenmeyer

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 \$73,379.22 to Flooring Connections, Inc. to perform the Library Main Floor Carpet Design & Installation project. The project provides for the materials, equipment and labor to remove the existing carpet, prep, and design and install 988 square yards of new carpet, and 600 linear feet of rubber wall base at the Anacortes Public Library.

Background:

1. **History:** Carpet in the Library was originally installed in late 2002, and with the years of foot traffic it is failing and showing wear. Over the past 2 years we have begun to replace carpet throughout the Library. We have replaced carpet in the meeting room, children's area and craft room, and the entire public area of the 2nd floor.
2. **Key Terms:**
 - Total contract price of \$73,379.22 which includes \$5,873.04 in sales tax.
 - The Contractor will begin work on May 6, 2019 and completed no later than May 14, 2019.
3. **Competitive Bidding:** In accordance with competitive bid requirements set forth under RCW 39.04.155 - Small Works Roster Contract Procedures, on April 3, 2019 an Invitation to Bid was sent to all contractors in the appropriate small works roster category. There were no bids received by the 4/9/18 2:00pm deadline. Because there was no response from our solicitation, RCW 35.23.352(1) allows us to enter into a contract without re-bidding. The Project Manager and evaluated the options and selected Flooring Connections, Inc. to perform the 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 19-073-FAC-001 with Flooring Connections, Inc. in the amount of \$73,379.22 to perform the Library Main Floor Carpet Design & Installation project.

Alternative Actions: Cancel the project; rebid the project

Attachments: Scope of Work, Contract 19-073-FAC-001

Contractor	Flooring Connections, Inc.
Contract Amount	\$73,379.22
Earmarked Funds	\$9,000.00
BARS #	001.713.518.30.48
Budget Amendment Required?	No - \$229,000 in BARs #, other projects will be adjusted/postponed
Start Date	Inception
End Date	5/14/19

SCOPE OF WORK

All work to be performed as scheduled with the Project Manager. Bidder is responsible for any and all permits that may be required.

Contractor shall furnish all materials, equipment and labor to remove the existing carpet, prep, and design and install 988 square yards of new carpet, and 600 linear feet of rubber wall base at the Anacortes Public Library, 1220 10th St, Anacortes, WA 98221, all in accordance with the specifications and Contract Provisions.

The scope of work includes the following:

1. Coordinate with the Project Manager and Library Director in the design of the carpet pattern.
2. Remove, haul, and dispose of old carpet.
3. Perform minimum preparation where needed.
4. Install 988 square yards of new Miliken Color Fields (multi) carpet in color pattern according to the approved design.
5. Install 600 linear feet of Johnsonite 4" Cove Base 72 Harbour.
6. Clean up all waste and debris at jobsite each day.



CONTRACT 19-073-FAC-001
AGREEMENT WITH
FLOORING CONNECTIONS INC.

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City"), and Flooring Connections Inc., a private contractor at 9025 Molly Lane, Anacortes, WA 98221 (herein after referred to as "Contractor").

PROJECT
Library Main Floor Carpet Design & Installation

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to complete the Library Main Floor Carpet project at the Anacortes Senior Activity Center, 1220 10th St, Anacortes, WA 98221 in accordance with and as described in the City of Anacortes document entitled "Library Main Floor Carpet Design & Installation 19-073-FAC-001" issued April 3, 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 **Seventy-Three Thousand Three Hundred Seventy-Nine Dollars and Twenty-Two Cents (\$73,379.22)**, which includes \$5,873.04 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 on May 6, 2019 and completed no later than May 14, 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 and the above referenced Invitation to Bid 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:

Flooring Connections Inc.

Signature

Printed Name

Date

Contractor License #

1. Delivery. Advance coordination of the work shall be made with the Project Manager Mac Jackson, (360) 299-1961.

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:

Flooring Connections Inc.
Julia Powell
9025 Molly Lane
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 April 9, 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.



City Council Contract Agenda Bill

Meeting Date: 4/15/2019 **Agenda Item:** 5d

Subject: Contract Award – Municipal Fiber Network Coordinated Services 19-040-FBR-001

Staff Contact: Emily Schuh

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 to NoaNet to perform the Municipal Fiber Network Coordinated Services. The work includes overseeing the Network Operation Center, off-hours customer service support, and network engineering support.

Background:

1. **History:** This City Fiber Department proposes contracting with NoaNet as a strategic approach to managing our municipal fiber project which includes overseeing the Network Operation Center and off-hours customer service support. The City will also continue to utilize NoaNet for our network engineering support rather than hiring a direct employee during the implementation of the pilot project.
2. **Key Terms:**
 - The contract term is through 12/31/20, with an option for two additional one-year renewals.
 - Contract is for a one-time fee of \$2,500, a recurring cost of \$1,720 per month, plus costs per hour/unit for other services on an as-needed basis.
3. **Competitive Bidding:** This work is considered a Purchased Service and not subject to formal bidding requirements. The Project Manager evaluated options and selected NoaNet to perform the work.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 19-040-FBR-001 with NoaNet to perform the Municipal Fiber Network Coordinated Services.

Alternative Actions: Not award the contract

Attachments: Contract 19-040-FBR-001

Contractor	NoaNet
Contract Amount	\$1,720 monthly charge
Earmarked Funds	\$1,050,000
BARS #	001.260.532.10.41
Budget Amendment Required?	No
Start Date	Inception
End Date	12/31/2020



Contract 19-040-FBR-001
Between
THE CITY OF ANACORTES
and
NOANET

Municipal Fiber Network Coordinated Services

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

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

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

1. **Scope of Work.** Under this Agreement, the Consultant shall provide coordinated monitoring, management, and other services for the City's broadband network. Work is detailed in Exhibit A, which is hereby incorporated by reference and made a part hereof.

2. **Fees and Payment Terms.** The City shall pay all fees due for services rendered according to the prices and terms listed in Attachment B, "Service Order Summary", which is hereby incorporated by reference and made a part hereof. These Services are subject to but are not limited to a Monthly Recurring Charge ("MRC") as set forth in Service Order Summary. All charges are subject to applicable taxes. Any installation charges or other non-refundable Non-Recurring Charge ("NRC") are to be billed the following month. Consultant reserves the right to recover any additional installation charges accrued during installation of new devices. Any payment not received within thirty (30) days of the invoice date will accrue interest at a rate of one and one-half percent (1½%) per month, or the highest rate allowed by applicable law, whichever is lower.

3. **Term of Agreement.** The initial term of this agreement shall be from inception through December 31, 2020. City of Anacortes shall have the right to renew this agreement for two additional one-year renewal terms, under the same terms and conditions.

4. **Subcontracts.** The Consultant shall give notice reasonably in advance of placing any subcontract; preferably the Consultant shall identify subcontracts before subcontracted work begins. "Subcontract" means any contract entered into by a subConsultant to furnish supplies or services for performance of the prime Consultant or a subConsultant. 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 subConsultant, (iv) proposed subcontract price. Consultant must obtain City's consent prior to commencement, and such consent may not be unreasonably withheld. 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 Consultant of any responsibility for performing this Contract.

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

5. **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 Consultant must invoice MONTHLY for quantities delivered during the invoice period. Invoices should be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. Consultants may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution. The City shall notify the Consultant within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Consultant shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

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

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

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

9. **Non-exclusive Agreement.** Nothing in this Agreement shall preclude the City from performing or obtaining the services covered by this Agreement through sources other than the Consultant.

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

11. **Registered or Licensed.** Consultant must obtain any registration or license 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.

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

13. **Acceptance.** Consultant 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 Consultant. 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.

14. **Defense and Indemnity Agreement.** Each party hereby agrees to save, defend, indemnify and hold harmless the other party and its officers, directors, employees, consultants and agents from and against any and all losses, damages, liabilities, expenses and costs, including reasonable legal expense and attorneys' fees, to which the indemnified party may become subject as a result of any claim, demand, action or other proceeding by any third party to the extent such losses arise directly or indirectly out of activities performed by the indemnifying party pursuant to this Agreement, except to the extent such losses result from the gross negligence or willful misconduct of any indemnified party.

15. **Insurance.**

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

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be 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 Consultants, 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 Consultant'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 Consultant shall maintain the following insurance limits:

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

E. Public Entity Full Availability of Consultant Limits: If the Consultant 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 Consultant, irrespective of whether such limits maintained by the Consultant 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 Consultant.

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

G. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII. Insurance provided by a utility self-insurance pool is acceptable.

H. Verification of Coverage: Consultant shall furnish the City with original certificates and a copy of the

amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

I. SubConsultants' Insurance: The Consultant shall cause each and every SubConsultant to provide insurance coverage that complies with all applicable requirements of the Consultant-provided insurance as set forth herein, except the Consultant shall have sole responsibility for determining the limits of coverage required to be obtained by SubConsultants. The Consultant shall ensure that the City is an additional insured on each and every SubConsultant'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 Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

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

16. Discrimination Prohibited. During the performance of this Agreement, the Consultant and subConsultants shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, gender identity, or any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement. Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

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

18. Publicity. Consultant may include City of Anacortes' name or its trademarks in a list of Consultant customers, online or in promotional materials. Consultant may also verbally reference City of Anacortes as a customer of the Services. City of Anacortes may revoke this right to use its trademarks under this Section with written notice to Consultant and a reasonable period to stop the use.

19. Terminate Agreement.

A. Termination for Default: If the Consultant defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City will provide written notice of default and the Consultant must cure said default within thirty (30) days. If said default is not cured within thirty (30) days, the City may, by depositing written notice to the Consultant in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. The Consultant shall be entitled to payment for all work satisfactorily performed before termination. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

20. Changes/Additional Work. The City may engage Consultant to perform services in addition to those listed in this Agreement, and Consultant will be entitled to additional compensation for authorized additional services or materials. The City shall not be liable for additional compensation until and unless any and all additional work and compensation is approved in advance in writing and signed by both

parties to this Agreement. If conditions are encountered which are not anticipated in the Scope of Services, the City understands that a revision to the Scope of Services and fees may be required. Provided, however, that nothing in this paragraph shall be interpreted to obligate the Consultant to render or the City to pay for services rendered in excess of the Scope of Services unless or until a modification to this Agreement is approved in writing by both parties.

21. **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.

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

23. **Disputes**

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

B. **Notice of Potential Claims**: The Consultant shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Agent or the City, or (2) the happening of any event or occurrence, unless the Consultant has given the City a written Notice of Potential Claim within thirty (30) calendar days of discovery of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Consultant believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Consultant shall keep full and complete daily records of the Work performed, labor and all costs and additional time claimed to be additional.

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

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

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

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

25. **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.

26. **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.

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

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

29. **Survival of Contract Termination.** The articles relating to Defense and Indemnity Agreement, Ownership and Use of Documents, The City's Right to Terminate Agreement, Governing Law, and Disputes, shall survive completion of the services, payment in full of the compensation and termination of this Agreement.

30. **Notices.** Notices shall be sent to the following address:

CITY:

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

CONSULTANT:

NoaNet
Chris Walker
7195 Wagner Way, Ste 104
Gig Harbor, WA 98335

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.

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

CITY OF ANACORTES

NOANET

By _____
Laurie Gere, Mayor

By _____

Date _____

Printed Name _____

Title _____

Date _____

CONTRACT 19-040-FBR-001

EXHIBIT A

SCOPE OF WORK

1.0 Network Operations and Maintenance

1.1 Network Core and Distribution Element Monitoring

- 1.1.1 Perform 7x24x365 monitoring, fault detection, problem isolation, escalation, and restoration management of core network and equipment nodes;
- 1.1.2 Live call taking 7x24x365 with access through a toll-free number;
- 1.1.3 Provide three levels of technical support with a single point of contact for trouble resolution and engineering support;
- 1.1.4 Supply and operate technical support tools to perform network management;
- 1.1.5 Manage and maintain network and system software products;
- 1.1.6 Quality test and implement network support software;
- 1.1.7 Backup and restore operational systems;
- 1.1.8 Supply trained operations staff to provide and maintain operations standards and procedures;
- 1.1.9 Trouble ticket access for network problem reporting, ticket status and shared information;
- 1.1.10 Provisioning support for new circuits, devices, and capabilities on the network.

1.2 Network On-Site Smart Hands Support:

- 1.2.1 Provide for dispatch coordination to resolve problems in the field;
- 1.2.2 Perform preventative software diagnostics and remote support of critical network components;
- 1.2.3 Supply remote network engineering assistance.
- 1.2.4 Next Business Day Dispatch for on-site Smart Hands Support. Covers first two hours on site, additional hours per rate sheet. Request for dispatch received prior to 2:00 pm previous day
- 1.2.5 Four (4) hour on-site Smart Hands Support. Covers first two hours on site, travel time considered for after hours support

2.0 Call Center

2.1 NoaNet Responsibilities: NoaNet will provide 7x24x365 call center contact support personnel for the purpose of responding to residential customer trouble reporting

- 2.1.1 Provide for network analyst call center contract personnel;
- 2.1.2 Perform initial inquiry with customer to include name, address, account number, and reason for reporting trouble;
- 2.1.3 Supply Trouble Ticketing delivery of customer trouble reporting.

3.0 Outside Plant Management

3.1 Design and Construction Management Services

- 3.1.1 Develop work packages with drawings, bills of material, "staking sheets"; splicing diagrams and patch panel assignments to be issued for construction

- 3.1.2 Obtain all permits and easements required for construction of fiber-optic lines;
- 3.1.3 Coordinate and supervise construction activities.

3.2 Outside Plant Management

- 3.2.1 Manage and Maintain broadband fiber infrastructure;
- 3.2.2 Overall management of the fiber-optic cable system including mapping of cable routes, strand connectivity, splicing diagrams and patch panel assignments;
- 3.2.3 Develop work packages and drawings to maintain necessary facilities during conditions of repair, restoration, additions, tear downs, and relocates

4.0 Network Engineering Support

4.1 NoaNet Responsibilities

- 4.1.1 Tactical engineering and technical support;
- 4.1.2 Network expansion equipment design and procurement;
- 4.1.3 Border Gateway Protocol (BGP) engineering, IP routing management and deployment;
- 4.1.4 Deploy, install, setup, configure, new expansion and development of new core systems

5.0 Sales and Marketing Support

5.1 NoaNet Responsibilities

- 5.1.1 Lead generation and sales initiation;
- 5.1.2 Administration of the NoaNet sales process;
- 5.1.3 Opportunity qualification;
- 5.1.4 Sales database updates;
- 5.1.5 Service Order Request (SOR) development and execution;
- 5.1.6 Service Order Summary (SOS) development and execution;
- 5.1.7 Master Service Agreement (MSA) and NoaNet Service Order Summary (SOS) development and execution;
- 5.1.8 Collocation request and addendum development and execution;
- 5.1.9 Service Order Acceptance (SOA) development and execution;
- 5.1.10 Coordination of on-going Accounts Payable and Account Receivable (AP/AR) functions for the buyer;
- 5.1.11 Coordination of City, NoaNet and Reseller sales teams;
- 5.1.12 Integration of products into unified product set;
- 5.1.13 Project management to ensure timely quote generation and sales cycles.
- 5.1.14 Tactical engineering and technical support;
- 5.1.15 Network expansion equipment design and procurement;
- 5.1.16 Border Gateway Protocol (BGP) engineering, IP routing management and deployment;
- 5.1.17 Deploy, install, setup, configure, new expansion and development of new core systems

6.0 Business Management and Planning

6.1 Business Planning Services

- 6.1.1 Plan, coordinate and implement City and Reseller workshops, conferences, and meetings;
- 6.1.2 Attend City Commission meetings when needed and assist with community and public relations;
- 6.1.3 Assist City with business, marketing and operations planning;
- 6.1.4 Meet with City as needed on relationship, investment and political topics;
- 6.1.5 Assist City with strategic planning in relation to working with other networks and Resellers.

6.2 Administrative and Project Management Services

- 6.2.1 Project management for implementation of access network initiative including timely delivery;
- 6.2.2 Coaching, mentoring and leadership to the teams executing sales and on-going operations functions;
- 6.2.3 Resource allocation, training development/delivery and task prioritization;
- 6.2.4 Single point of contact for NCS customer and NoaNet for administrative support services;
- 6.2.5 Local loop sales, products, dark fiber and business plan analysis;
- 6.2.6 Service Level Agreement monitoring and administration of service credits;
- 6.2.7 Class of Service standards development, implementation and monitoring;
- 6.2.8 Consolidated billing and back office administration, tracking and systems;
- 6.2.9 Interoperability trouble shooting and restoration;
- 6.2.10 Administration of port interfaces and cross network reliability;
- 6.2.11 Capital upgrades and equipment planning and design to meet standards;
- 6.2.12 Administration and integration of off-network customer circuits and infrastructure;
- 6.2.13 Coordination and management of network operations center services.

Exhibit B

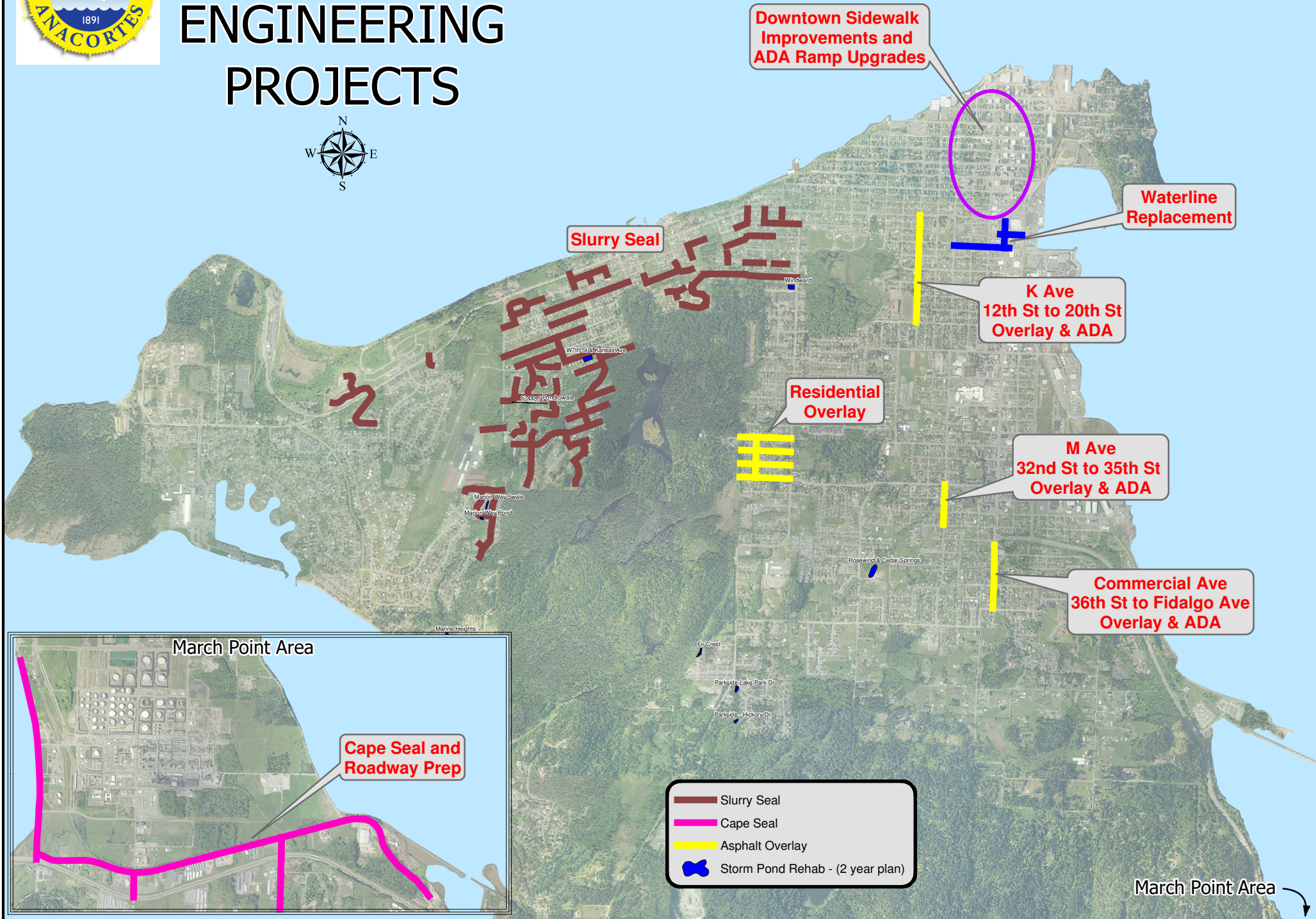
Network Coordinated Services : 2019					
	Cost Per Hour/Unit	NRC	Count	MRC	Total MRC
Network Operations and Maintenance					
Management Fee			1	\$1,500	\$1,500
Core Node		\$2,500	1	\$135	\$135
Distribution Node			1	\$70	\$70
CPE			tbd	\$15	
Environmental			1	\$15	\$15
Call Center					
Incoming Call, per minute	\$0		0		
Customer Survey Management, COS			0		
Residential Subscriber, NOC, per unit			tbd	\$2.50	
Call Center Subscription	incl in mgmt fee		0		
Smart Hand, On-Site Support					
Next Business Day (NBD) Dispatch, Unit	\$270				
4 Hour Response Dispatch, Unit	\$375				
4 Hour Response Dispatch, After Hours, Unit	\$560				
Outside Plant Management					
Project Management	\$85				
OSP, GIS, and Engineering Support	\$105				
Sr. Manager / Engineer	\$150				
Director	\$185				
Network Engineering Support					
Project Management	\$85				
Field Support Technician, M-F 8x5	\$100				
Field Support Technician, afterhours, holidays	\$150				
Sr. Manager / Engineer	\$150				
Director	\$185				
Sales and Marketing					
Inside Sales Representative	\$85				
Account Manager	\$150				
Director	\$185				
Business Management and Planning					
Administrative Planning	\$85				
Consultant	\$150				
Director	\$185				
Reimbursables					
Airline Flight	At Cost				
Vehicle Rental, per day	\$100				
Per Diem, per day	\$82				
Hotel	At Cost				

Summary Expenses	\$2,500			\$1,720
------------------	---------	--	--	---------

Roles and Responsibilities		
	City	NoaNet
Core Network Management		
Network/Environmental Monitoring and Maintenance		xx
Physical Plant Engineering and Management	xx	
Network Outage Management		xx
Network Engineering, L2 and L3		xx
Smart Hands Support	xx	xx
Outside Plant Break Fix	xx	
SysLog		xx
Nokia Management System		xx
24x7 Call Center / Tier 2 support / Trouble Ticketing		xx
Residential / Access Internet Provisioning		
Administration/ Order Taking/ Customer Care	xx	
24x7 Call Center and Trouble Ticketing		xx
NBD Customer Repair	xx	
Install ONT	xx	
Install Service Drop	xx	
Network Provisioning	xx	
Business Class / Carrier Class Provisioning		
Administration/ Order Taking/ Customer Care	xx	
24x7 Call Center		xx
Smart Hands Support	xx	xx
Call Center and Trouble Ticketing	xx	
Install CPE	xx	
Install Service Drop	xx	
Network and CPE Provisioning		xx



2019 ENGINEERING PROJECTS



Downtown Sidewalk
Improvements and
ADA Ramp Upgrades

Waterline
Replacement

K Ave
12th St to 20th St
Overlay & ADA

Residential
Overlay

M Ave
32nd St to 35th St
Overlay & ADA

Commercial Ave
36th St to Fidalgo Ave
Overlay & ADA

March Point Area

Cape Seal and
Roadway Prep

- Slurry Seal
- Cape Seal
- Asphalt Overlay
- Storm Pond Rehab - (2 year plan)

March Point Area



City Council Agenda Bill

Meeting Date: April 15, 2019

Agenda Item: 7b

Subject: Fiber Update: Municipal Broadband & Telemetry Backbone Phase 3

Staff Contact: Emily Schuh, Fred Buckenmeyer, Jim Lemberg

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

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

Summary Statement: Update to City Council on the status of both the Telemetry Phase Three Fiber Installation and Municipal Fiber Status update

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: The fiber projects have been addressed in the [2019 Legislative Priorities](#), the [2019-2024 Capital Facilities Plan](#), the [2017/2018 Budget](#), the [2019/2020 Budget](#), and [Resolution 2013](#) concerning the development of a fiber-optic-based internet network. They have been discussed a numerous City Council and City Council committee meetings.

Competing Viewpoints Considered: N/A

Recommended Motion: No action at this time

Alternative Actions: N/A

Attachments (listed in order presented): PowerPoint Presentation

City of Anacortes' Municipal Fiber Network

April 2019



WHAT DOES IT TAKE TO LAUNCH A MUNICIPAL FIBER NETWORK?



Agenda

- **What Does It Take?... A NETWORK**
- What Does It Take?... A STAFF
- What Does It Take?... UPSTREAM CONNECTIVITY
- What Does It Take?... A SELLING PROCESS
- What Does It Take?... CUSTOMERS

IT TAKES A NETWORK

WHAT WE HAVE ACCOMPLISHED SO FAR

- ▶ Constructed fiber to Water Treatment facility in Mt Vernon
- ▶ Completed Phases I & II on Anacortes fiber backbone, Phase III now underway
- ▶ Built the Fiber Room at Anacortes Public Library
- ▶ Purchased & “racked” the core GPON OLT
- ▶ Obtained a block of IPv6 addresses

IT TAKES A NETWORK

WHAT WE ARE CURRENTLY DOING

- ▶ Researching customer premise equipment options
- ▶ Putting NoaNet under contract for network engineering support
- ▶ Applying for a block of IPv4 addresses

IT TAKES A NETWORK

WHAT WE WILL DO IN THE FUTURE

- ▶ Identify & prioritize geographic areas in which to build out the outside plant
- ▶ Have NoaNet design the outside plant
- ▶ Build out each geographic area in its prioritized place
- ▶ Consult with NoaNet regarding the logical architecture of the core network (*primarily router configurations*)
- ▶ Purchase, configure & install routers

Agenda

- What Does It Take?... A NETWORK
- **What Does It Take?... A STAFF**
- What Does It Take?... UPSTREAM CONNECTIVITY
- What Does It Take?... A SELLING PROCESS
- What Does It Take?... CUSTOMERS

IT TAKES A STAFF

WHAT WE HAVE ACCOMPLISHED SO FAR

- ▶ Hired a Fiber Manager
- ▶ Drafted Technician & Customer Service job descriptions
- ▶ Decided to defer hiring Network Engineer

IT TAKES A STAFF

WHAT WE ARE CURRENTLY DOING

- ▶ Putting NoaNet under contract for network engineering support
- ▶ Putting NoaNet under contract for Network Operations Center service
- ▶ Putting NoaNet under contract for off-hours Customer Service support

IT TAKES A STAFF

WHAT WE WILL DO IN THE FUTURE

- ▶ Recruit & hire a Fiber Technician
- ▶ Recruit & hire a Customer Service Representative
- ▶ Evaluate further staffing needs

Agenda

- What Does It Take?... A NETWORK
- What Does It Take?... A STAFF
- **What Does It Take?... UPSTREAM CONNECTIVITY**
- What Does It Take?... A SELLING PROCESS
- What Does It Take?... CUSTOMERS

IT TAKES UPSTREAM CONNECTIVITY

WHAT WE HAVE ACCOMPLISHED SO FAR

- ▶ Assessed City's existing upstream connectivity
- ▶ Contracted with WAVE for two 1 Gbps Dedicated Internet Access connections, each burstable to 10 Gbps

IT TAKES UPSTREAM CONNECTIVITY

WHAT WE ARE CURRENTLY DOING

- ▶ Supporting WAVE's planning their infrastructure needs in order to provide the two 1 Gbps Internet connections
- ▶ Identifying cost-savings to City's enterprise Internet costs

IT TAKES UPSTREAM CONNECTIVITY

WHAT WE WILL DO IN THE FUTURE

- ▶ Identify & contract with a 2nd upstream provider
- ▶ Continuously monitor & assess each upstream provider's performance

Agenda

- What Does It Take?... A NETWORK
- What Does It Take?... A STAFF
- What Does It Take?... UPSTREAM CONNECTIVITY
- **What Does It Take?... A SELLING PROCESS**
- What Does It Take?... CUSTOMERS

IT TAKES A SELLING PROCESS

WHAT WE HAVE ACCOMPLISHED SO FAR

- ▶ Identified & recruited ~40 volunteer champions
- ▶ Developed & published online marketing materials
- ▶ Maintained an informal word-of-mouth campaign
- ▶ Researched other municipalities' price points
- ▶ Researched direct competitors' price points (*Comcast & Frontier*)

IT TAKES A SELLING PROCESS

WHAT WE ARE CURRENTLY DOING

- ▶ Preparing for Fiber Summit
- ▶ Drafting price schedules for Council review
- ▶ Drafting customer contracts for Council review
- ▶ Researching invoicing mechanisms

IT TAKES A SELLING PROCESS

WHAT WE WILL DO IN THE FUTURE

- ▶ Debug customer order forms & processes
- ▶ First issue of price schedules & customer contracts
- ▶ Train Customer Service Representative on order-taking & City's billing system
- ▶ Blanket announcement of service launch
- ▶ Targeted announcements of service availability in specific geographic areas

Agenda

- What Does It Take?... A NETWORK
- What Does It Take?... A STAFF
- What Does It Take?... UPSTREAM CONNECTIVITY
- What Does It Take?... A SELLING PROCESS
- **What Does It Take?... CUSTOMERS**

IT TAKES CUSTOMERS

WHAT WE HAVE ACCOMPLISHED SO FAR

- ▶ Received 1600+ responses to community survey
- ▶ Created a groundswell of interest
- ▶ Started receiving informal inquiries
- ▶ Registered with USAC as a service provider
- ▶ Responded to ASD Fiber RFP



IT TAKES CUSTOMERS

WHAT WE ARE CURRENTLY DOING

- ▶ In discussions with Rock Island Communications
- ▶ In discussions with Wave
- ▶ In discussions with Island Hospital
- ▶ In discussions with Western Washington University
- ▶ Receiving & responding to inquiries daily from Anacortes citizens

IT TAKES CUSTOMERS

WHAT WE WILL DO IN THE FUTURE

- ▶ Reach out individually to potential customers in Pilot Phases 1 & 2
- ▶ Reach out individually to Commercial Business District
- ▶ Keep eyes on 35% overall take-rate



PUBLIC WORKS DEPARTMENT

CITY OF ANACORTES
904 6th Street Anacortes, WA 98221
www.anacorteswa.gov

Memo

To: Mayor, City Council
From: Fred Buckenmeyer, Public Works Director
Date: Monday April 15, 2019
Re: Fiber Telemetry Update

PHASE I WET FIBER

- City staff completed the installation of the conduit from the Water Treatment Plant to Whistle Lake reservoir site during the first week of April 2019
- Fiber installation into the conduit began April 8, 2019 and approximately 12,000 feet of fiber have been installed
- After completion of the fiber installation also known as “blowing the fiber”, splicing will begin
- Splice effort will be for 24 fiber strands of the 288 possible anticipated completion end of April 2019.

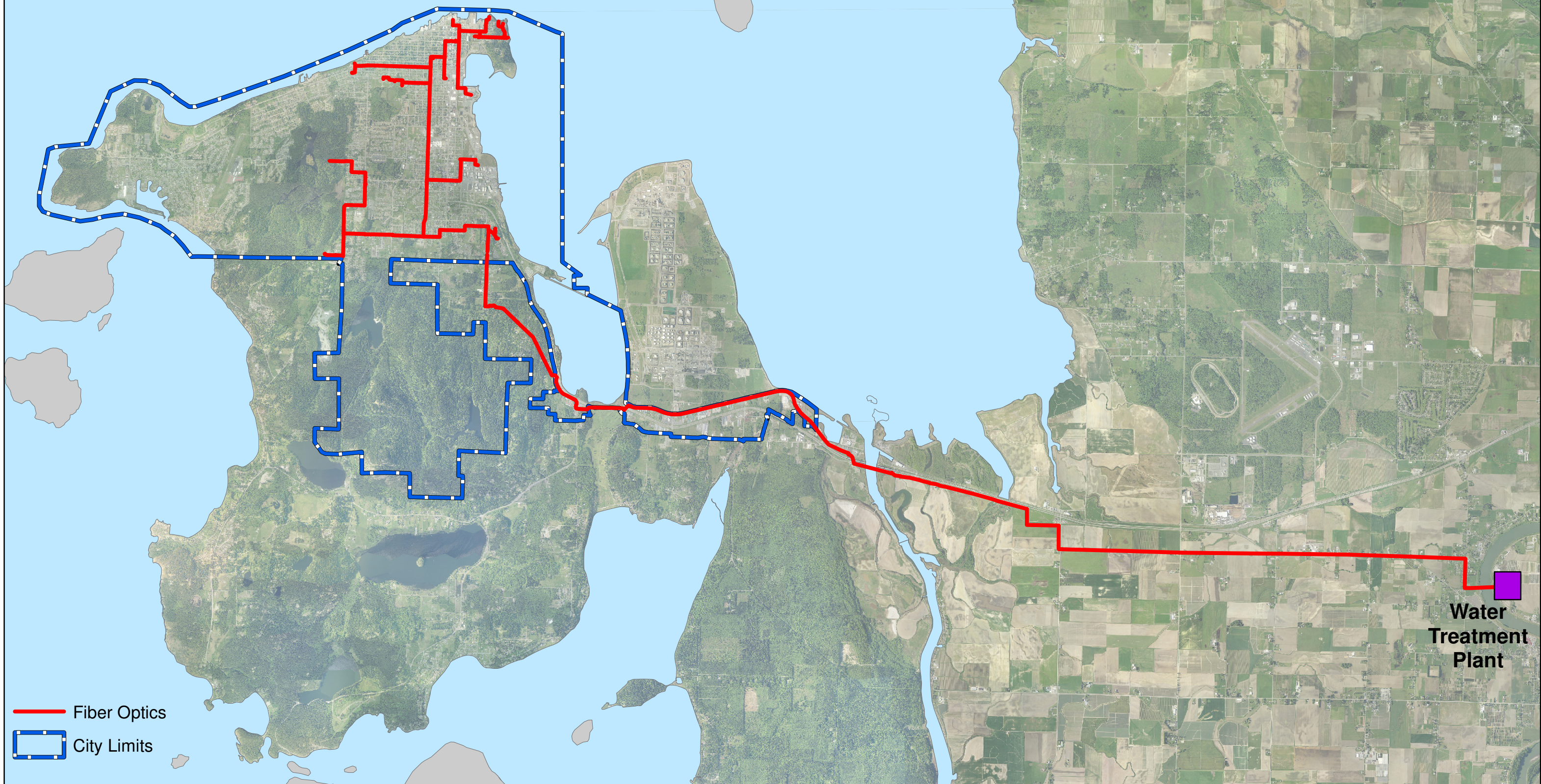
PHASE II (Eastern portion of the City as of December 2018)

- All city buildings are connected with fiber
- There are 23 sanitary sewer pump stations connected and functioning with our fiber telemetry system

PHASE III (Western Portion of the City)

- Work started April 8, 2019
- Completion anticipated at the end of June 2019
- 7 remaining sanitary sewer pump stations remain to be connected
- 5 remaining water pump stations to be connected
- Budget carry over request is being processed

City of Anacortes Fiber Optic Network



City of Anacortes Phase III Fiber Deployment



-  Aerial
-  Underground
-  Water Pipe
-  Existing 2" Conduit
-  Phase 3A

ANACORTES

Development Regulations Update

City Council Meeting

April 15, 2019



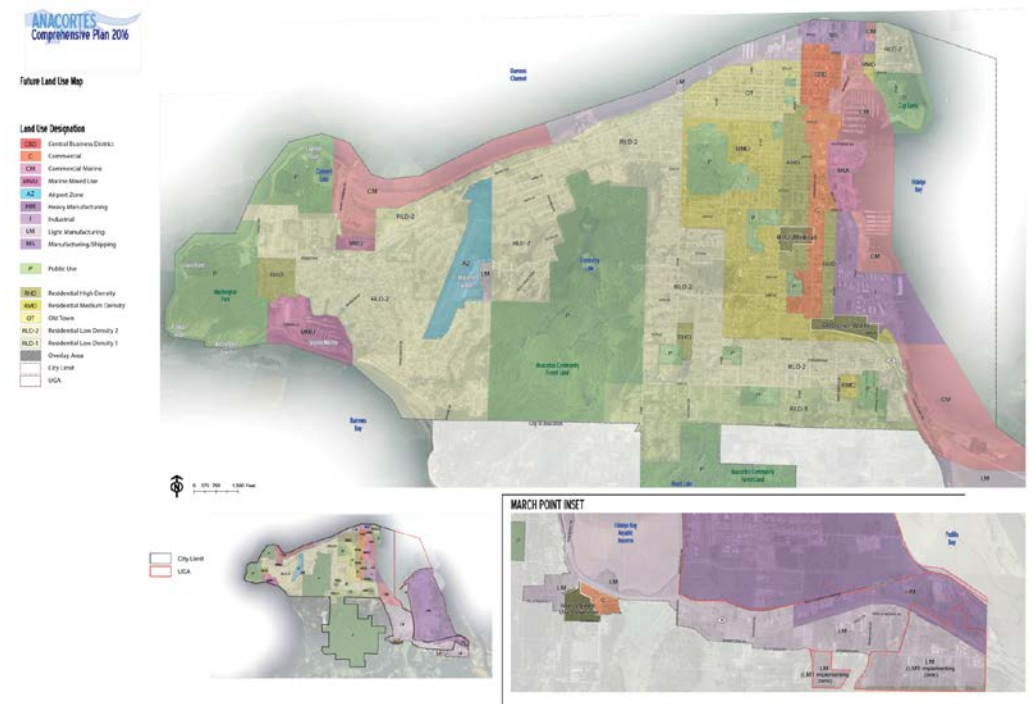
Project Basis

1. Provide clear, user-friendly development regulations
2. Implement the goals & policies of the comprehensive plan

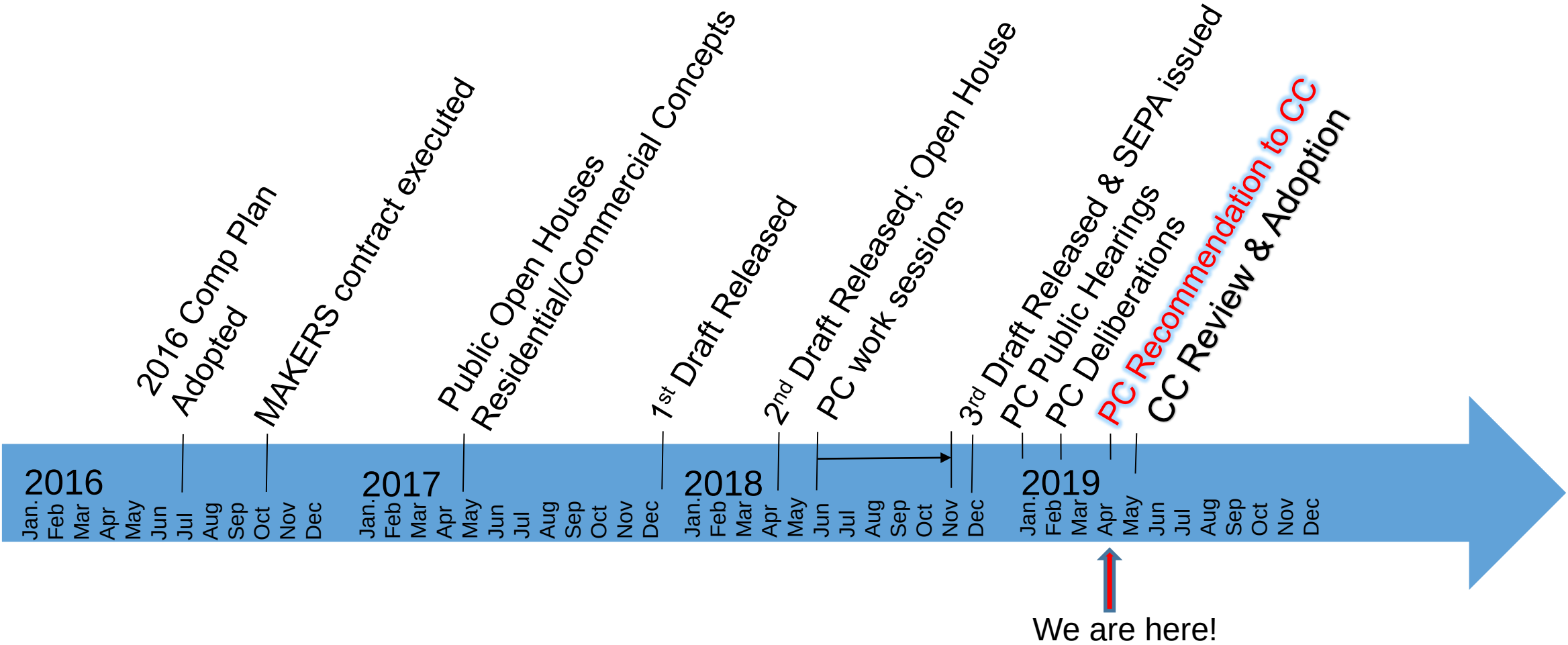
ANACORTES Comprehensive Plan 2016



July, 2016



Project History and Schedule



Planning Committee Meetings



Open Houses

Residential Focus



Commercial Focus



First Draft and Second Draft



Topical Surveys

Residential Workshop Summary Survey Results and Next Steps

During and after the residential workshop in March, we collected 145 surveys about the proposed changes. Survey results are reflected in the chart below. For each item, we've indicated next steps in response to the input for each question. All survey questions received responses that were more positive than negative. The surveys submitted at the workshop tended to be more positive than those submitted online (which is not surprising, considering those participants had the benefit of watching and hearing the full workshop presentation to explain and illustrate the concepts).

The questions were rated based on the following scale, summed, and then divided by number of responses.
Great Idea = 2 points, Good Idea = 1 point, Unsure = 0 points, Bad Idea = -1 point **Red text indicates high score concepts**

#	Concept	Score	Distribution	Next Steps
2	Adding maximum Floor Area Ratio (FAR) standards for single-family homes	0.79		Move forward with consideration for 0.45 to 0.45 for the R-1 and R-2 zones. Define and exempt daylight basements from calculations. Consider exempting detached garages and/or accessory dwelling units which are located off of alleys from calculations.
3	Changing the way building height is measured for sloped roofs	0.60		Move forward with consideration – and explore reducing current height limit from 35 to either 25' or 30' and illustrate differences and implications.
4	Add a daylight plane standard to limit how close upper floors can be to side property lines	0.72		Move forward with consideration. For the R-2 zone, consider differences of starting the daylight plane from 15' above grade and 18' above grade. For the R-3 zone, consider a daylight plane to avoid 3rd floor windows within 5' of side property line.
5	Allow porches to project into the front setback	0.88		Move forward with consideration.
6	Design standards for small lot single-family homes and duplexes	0.68		Move forward with consideration. Consider ways to accommodate some flexibility in the review process while maintaining predictability.
7	Retain current Accessory Dwelling Unit (ADU) regulations	1.07		No action necessary.
8	Update key portions of ADU regulations	0.87		Move forward with consideration. Consider differences of starting the daylight plane (side yard setback) from 15' above grade and 18' above grade.
9	Allow cottage housing and provide design standards	0.97		Move forward with consideration and craft detail provisions.
10	Allow townhouses and provide design standards	0.94		Move forward with consideration and craft detail provisions.
11	Update zoning and design standards for apartment buildings	1.02		Move forward with consideration and craft detail provisions.
12	Allow ground floor residential uses on side streets in the C, CBD, and planned MMU zones	0.73		Move forward with consideration and craft detail provisions.
13	Allow bonus heights in the C, CBD, and MMU zones in exchange for public benefits	0.64		Move forward with consideration. Craft detail bonus provisions for the concepts suggested.
14	Allow flexibility for residential uses on the Central Fidalgo Bay waterfront property	0.82		Move forward with consideration and craft detail provisions.
15	For large lot subdivisions, allow variable lot sizes in exchange for public benefits	0.77		Move forward with consideration and craft detail provisions.
16	Provide for a range of residential street designs in new development	0.80		Move forward with consideration and craft detail provisions.

Commercial Workshop Survey Survey Results and Next Steps

During and after the commercial workshop in May, we collected 60 surveys about the proposed changes. Survey results are reflected in the chart below. For each item, we've indicated next steps in response to the input for each question. All survey questions received responses that were more positive than negative. The surveys submitted at the workshop tended to be more positive than those submitted online (which is not surprising, considering those participants had the benefit of watching and hearing the full workshop presentation to explain and illustrate the concepts).

The questions were rated based on the following scale, summed, and then divided by number of responses.
Great Idea = 2 points, Good Idea = 1 point, Unsure = 0 points, Bad Idea = -1 point **Red text indicates high score concepts**

#	Concept	Score	Distribution	Next Steps
1	Adding block frontage standards for commercial districts	1.15		Move forward with concept, develop code details
2	Proposed block frontage designations for Downtown specifically [Please note: this question was accidentally omitted from the online survey]	1.08		Move forward with concept, develop code details
3	Proposed block frontage designations for South Commercial Avenue specifically	0.93		Move forward with concept, develop code details
4	Proposed block frontage designations for Skyline specifically	0.84		Move forward with concept, develop code details. Note that these standards won't apply to approved waterfront single family lots.
5	Central Waterfront - Proposed uses, internal circulation, development orientation, building height, and massing	0.98		Move forward with concept, except extend provisions to apply to property south of Seafarers Way, west of Q. Closely follow directives of the Comprehensive Plan associated with this area.
6	LMI zone changes to permitted uses and highway frontage design	1.12		Move forward with concept, develop code details. Options may be considered on the size and amount of retail that could be allowed.
7	Adding design standards for commercial and multifamily buildings	1.07		Move forward with concept, develop code details
8	Allowing ground floor residential on side streets in the Commercial and CBD zones	1.16		Move forward with concept, develop code details
9	Adjusting parking standards citywide, including lowering minimums and adding maximums	1.07		Move forward with concept, develop code details
10	Reducing parking requirements by 50 percent for Downtown, exempt ground floor commercial uses on key streets, and exempt existing buildings	0.94		Move forward with concept, develop code details
11	Sign code updates, including adding design standards and emphasizing monument signs	1.13		Move forward with concept, develop code details

Public Comment

- Substantial public comment informed revisions to code and concepts

19.43.010(C)(3)(b)(ii). Garage façade design	What about affordability? These regulation changes cost more money. More foundation corners, longer driveway = more money.	Comment acknowledged.
MMU zoning	Evergreen Islands requests that the current Commercial Marine (CM) zone at Ship Harbor not be changed to Marine Mixed Use zone. Figure 1 shows the current Commercial Marine zone at Ship Harbor, and Figure 2 shows the proposed Marine Mixed Use zone at Ship Harbor. The Commercial Marine Zoning should not be changed for the following reasons: • As shown by Table 1, which compares the number of uses for the two zones. The MMU zone has 12 more uses than the current CM zone. The additional uses include Townhouses, Multi-Family Dwellings, Live-Work, Assisted Living Facilities, Nursing Homes, and Retail Sales > 25,000 NFA. • The proposed MMU is directly adjacent to the intersection of Oakes Ave (SR20) and the Ferry Terminal road, which is already a choke point. • The proposed Short Plat & CUP to allow multifamily housing just across the Ferry Terminal road will also significantly increase traffic at SR20/Ferry Terminal road.	The zoning change is directed by the Comprehensive Plan and the Future Land Use Map (recommended by the Community Advisory Committee). Specific development applications will need to demonstrate conformance with WSDOT highway-access standards and the infrastructure concurrency requirements of AMC Chapter 19.22.
Table 19.41.040, Permitted Uses in Residential Zones	This would have museums of less than 10,000 square feet be a 'permitted use' in residential zones R2, R3, R4 and OT, subject to certain use standards. We request that museums be removed as a permitted use from all residential zones. Allowing them would require employee and visitor parking, increase traffic in areas with pedestrians, and thereby potentially create safety hazards. Most importantly, in our view, they would also jeopardize the integrity and purpose of residential zones.	Staff have recommended removing museums from permitted uses in residential zones.
Zoning map	Where is the R3A zone? On the CAC advising committee we identified the necessity and desirability of developing smaller lots in older parts of town which historically have many small lots as central to the larger goals of the Comp. plan, but that zone is not identified on the map.	The R3A zone boundary identification will occur as part of a subsequent process.

Planning Commission Review

2016	July 18	2016 Comprehensive Plan Adopted
	October 3	City Council authorizes contract with MAKERS for development regulations update
	November 14	Council Planning Committee meeting: Review of project scope
2017	February 22	Planning Commission (PC) meeting: Project Update
	March 16	Public Open House: Residential development regulation concepts
	May 25	Public Open House: Commercial and Mixed Use development regulation concepts
	June 14	PC meeting: Project update
	October 2	Council Planning Committee meeting review prelim. draft
	October 26	Council Planning Committee meeting review prelim. draft
	November 5	1 st Draft Development Regulations (partial) released (not including Signs, Parking, Fences, Bonus Incentives & Access Standards)
	November 16	Public Open House – Introduction to 1 st draft
	December 8	1 st Draft Signs and Parking regulations released
2018	February 2	1 st Draft Fences, Walls, Hedges regulations released
	March 6	1 st Draft Bonus Incentives, Street & Access Standards released
	April 27	2 nd Full Draft Development Regulations released
	May 9	Planning Commission / City Council Joint Meeting
	May 21	Contract Modification request approved by City Council
	June 27	PC Meeting: Review Div. 1 - General & Legislative Provisions; Division 2 – Procedures; Division 3 - Permits
	July 11	PC Meeting: Div. 4 – Zoning and Land Use
	July 25	PC Meeting: Div. 4 – Zoning and Land Use

2018	August 22	PC Meeting: Div. 5 – Community Design
	September 12	PC Meeting: Div. 6 – Project Design
	September 26	PC Meeting: Div. 6 – Project Design
	October 10	PC Meeting: Div. 6 - Project Design
	October 24	PC Meeting: Div. 6 – Project Design
	November 14	PC Meeting: Zoning map amendments overview Finish Div. 4 (19.43-.48)
	November 28	PC Meeting: Issue wrap up
	December 19	3 rd Draft Released; DNS issued, Notice of public hearing/SEPA DNS issued
2019	January 9	PC Public Hearing
	January 23	PC Public Hearing - continued
	February 27	PC Meeting: Wrap up items; deliberations
	March 13	PC Meeting: Public comments and major changes to 3 rd draft review; deliberations
	April 10	PC Meeting: Findings of Fact and Recommendation to City Council
	April 15	City Council Meeting: Introduction

Planning Commission Recommendation

- PC re approval on April 10 with modifications....



Anacortes Planning Commission Recorded Motion Regarding Amendments to the Development Regulations and the Official Zoning Map

Proposal Description:	Amendments to Anacortes Municipal Code (AMC) Title 19, <i>Unified Development Code</i> and the Official Zoning Map to provide clear, user-friendly development regulations and to implement key goals and policies of the Anacortes 2016 Comprehensive Plan. Proposed amendments include, but are not limited to: updates to definitions; application procedures; site plan and land division review standards; zoning and land uses, including permitted uses in zones, form and intensity standards, and supplemental use standards; community design provisions such as public street improvements, site access standards, and subdivision design; and project design provisions including streetscape standards, site planning, building design, off-street parking, landscaping, fences, and signs.
File Number:	PLN-2016-1017
Documents available at:	https://www.anacorteswa.gov/202/Development-Regulations-Design-Standards
Public hearing body:	Anacortes Planning Commission
Public hearing date:	January 9, 2019 and January 23, 2019
PC deliberations:	February 27, 2019 and March 13, 2019

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

Title 19 Update

Improved Organization and Navigation



ANACORTES
WASHINGTON

MUNICIPAL CODE

Home

Contents

Track

Share

Settings

Search This Document

Municipal Code →

Title 19

UNIFIED DEVELOPMENT CODE



Chapters:

Division 1. General and Legislative Provisions

19.10

General Provisions

19.12

Definitions and Interpretation

19.14

International Codes

19.16

Legislative Actions

Division 2. Procedures

19.20

Application Procedures

19.22

Concurrency

19.24

Public Improvements

19.28

Permit Revision and Expiration

Division 3. Permits

19.32

Land Divisions

19.34

Boundary Line Adjustments

What's Nearby

TITLE

← 18

19

20 →

DIVISION

1 →

Anacortes Development Regulations Update

11

Title 19 Divisions

1. General & Legislative Provisions
2. Procedures
3. Permits
4. Zoning & Land Uses
5. Community Design
6. Project Design
7. Environment
8. Development Agreements



TITLE 19 - UNIFIED DEVELOPMENT CODE

Planning Commission / 3rd Draft – December 18, 2018

[File name: DRAFT ADR MASTER_18-1218]

New Organization

The new code features an improved organization with eight overarching divisions. Each division contains a number of chapters, and individual sections follow after that. See page 2 for a table of contents with the chapters and sections.

1. General and legislative provisions
2. Procedures
3. Permits
4. Zoning and Land Uses
5. Community design
6. Project design
7. Environment
8. Development agreements

Tracking Content Changes since the Last Draft

Key changes made to text and graphics since the second public draft are highlighted in yellow.

Division 1 – General and Legislative Provisions

19.10 General Provisions

19.12 Definitions

19.14 International Codes

19.16 Legislative Actions

Division 2 - Procedures

19.20 Application Procedures

19.22 Concurrency

19.24 Public Improvements

19.28 Permit Revision and Expiration

Division 3 - Permits

19.32 Land Divisions

19.34 Boundary Line Adjustments

19.36 Conditional Uses

19.38 Variances

Division 4 - Zoning and Land Uses

19.40 Zones

19.41 Allowed Uses

19.42 Form and Intensity Standards

19.43 Residential Uses

19.44 Commercial Uses

19.45 Industrial Uses

19.46 Public, Institutional & Open Uses

19.47 Accessory Uses

19.48 Temporary Uses

19.49 Nonconforming Uses and Structures

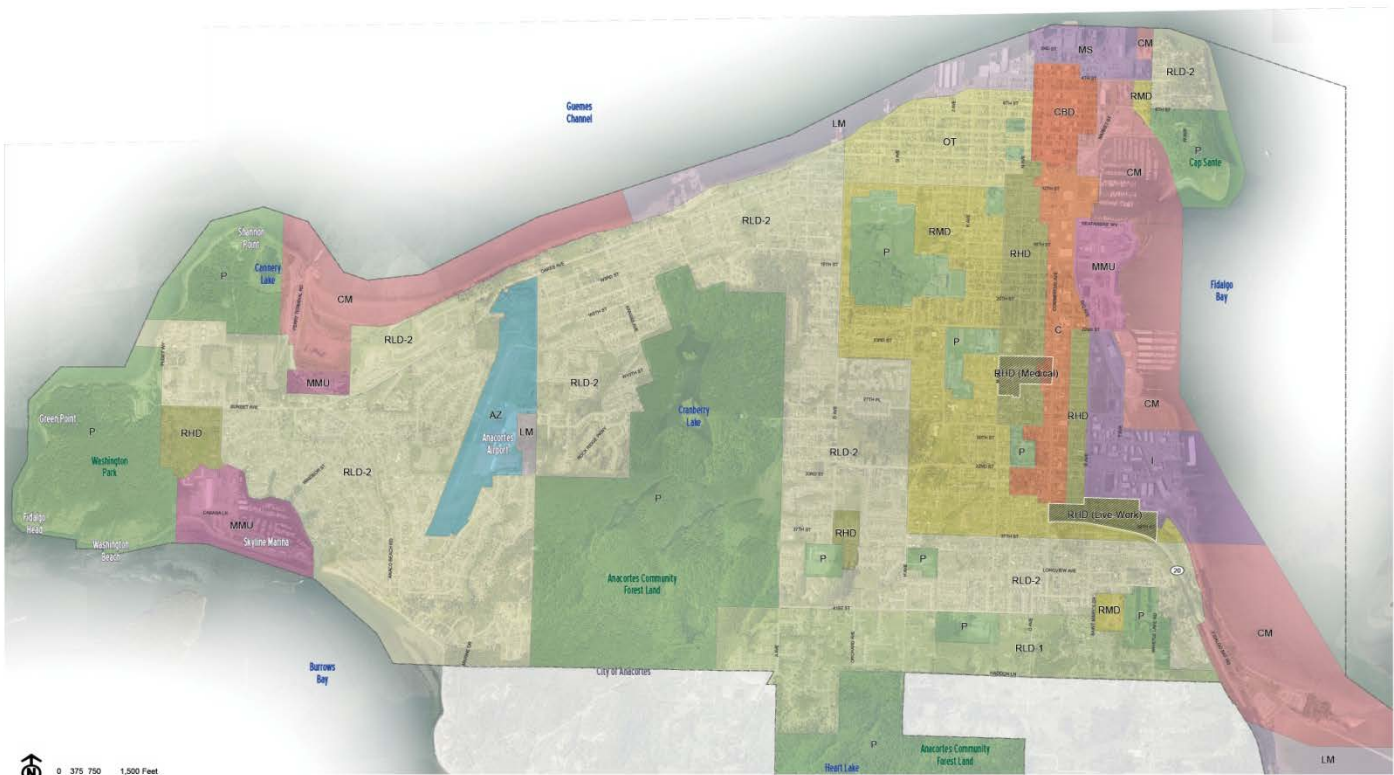
Future Land Use Map



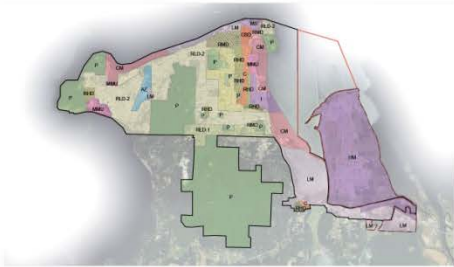
Future Land Use Map

Land Use Designation

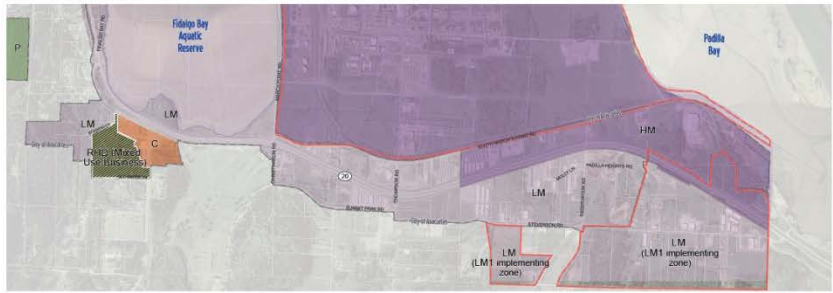
- CBD** Central Business District
- C** Commercial
- CM** Commercial Marine
- MMU** Marine Mixed Use
- AZ** Airport Zone
- HM** Heavy Manufacturing
- I** Industrial
- LM** Light Manufacturing
- MS** Manufacturing/Shipping
- P** Public Use
- RHD** Residential High Density
- RMD** Residential Medium Density
- OT** Old Town
- RLD-2** Residential Low Density 2
- RLD-1** Residential Low Density 1
- Overlay Area**
- City Limit**
- UGA**



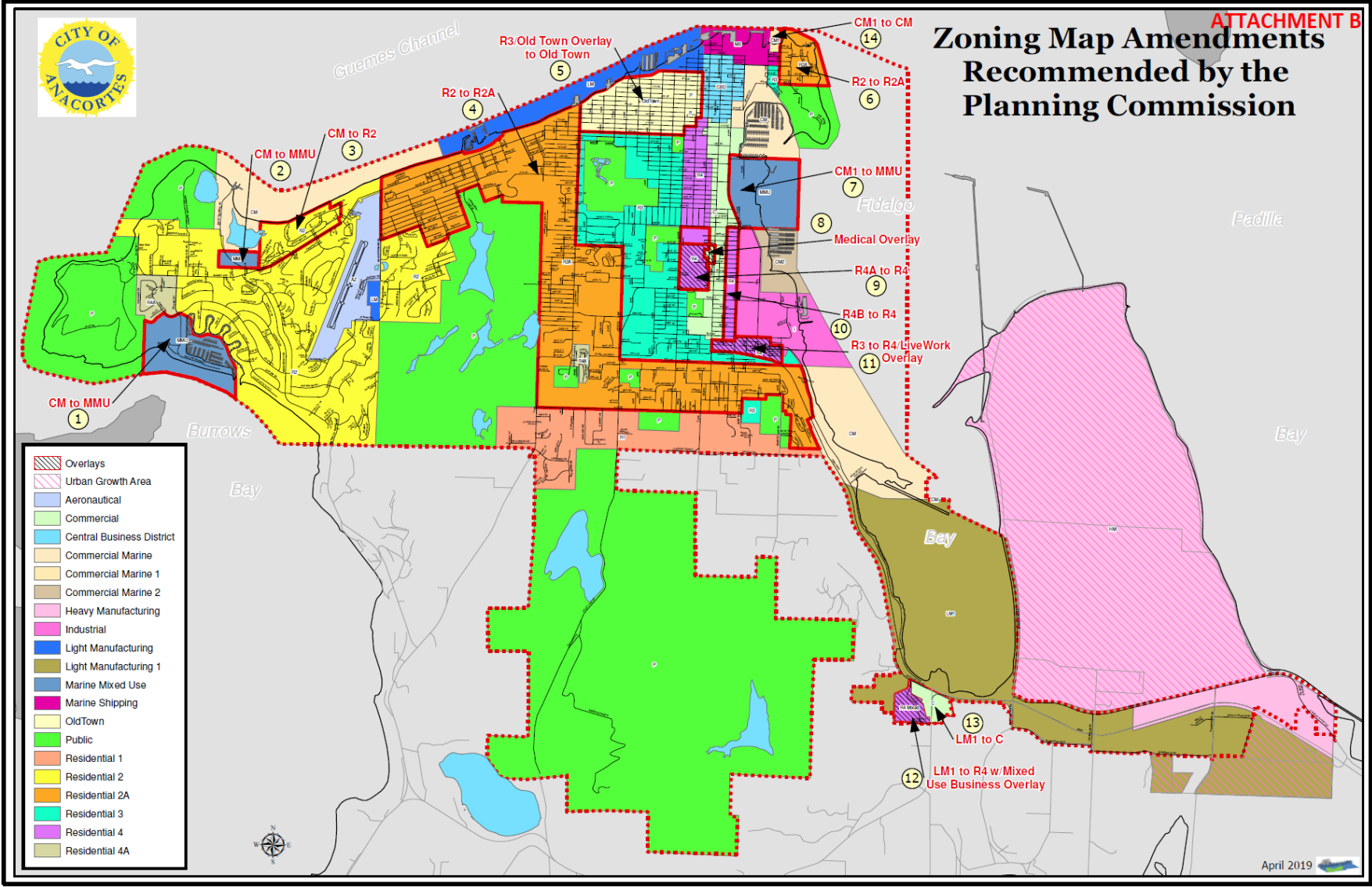
- City Limit**
- UGA**



MARCH POINT INSET



Proposed Zoning



Division 5 - Community Design

19.50 Introduction

19.51 Public Street Improvements Required

19.52 Public Street Design

19.53 Private Driveways and Access

19.54 Subdivision Design and Block Structure

Division 6 – Project Design

19.60 Introduction

19.61 Block Frontage Standards

19.62 Site Planning

19.63 Building Design

19.65 Parking

19.66 Landscaping

19.67 Fences, Walls, and Hedges

19.68 Signs

PLANNING COMMISSION RECOMMENDATIONS

PLANNING COMMISSION RECOMMENDATIONS

Notable updates between second & third drafts

Division 4: Zoning and Land Use

19.41 Allowed Uses

- Medical uses

Planning Commission agreed that certain smaller scale medical offices should be allowed by-right in C, CBD, and MMU zones. PC agreed that larger medical uses should be encouraged to locate near the hospital, within the Medical Overlay boundary

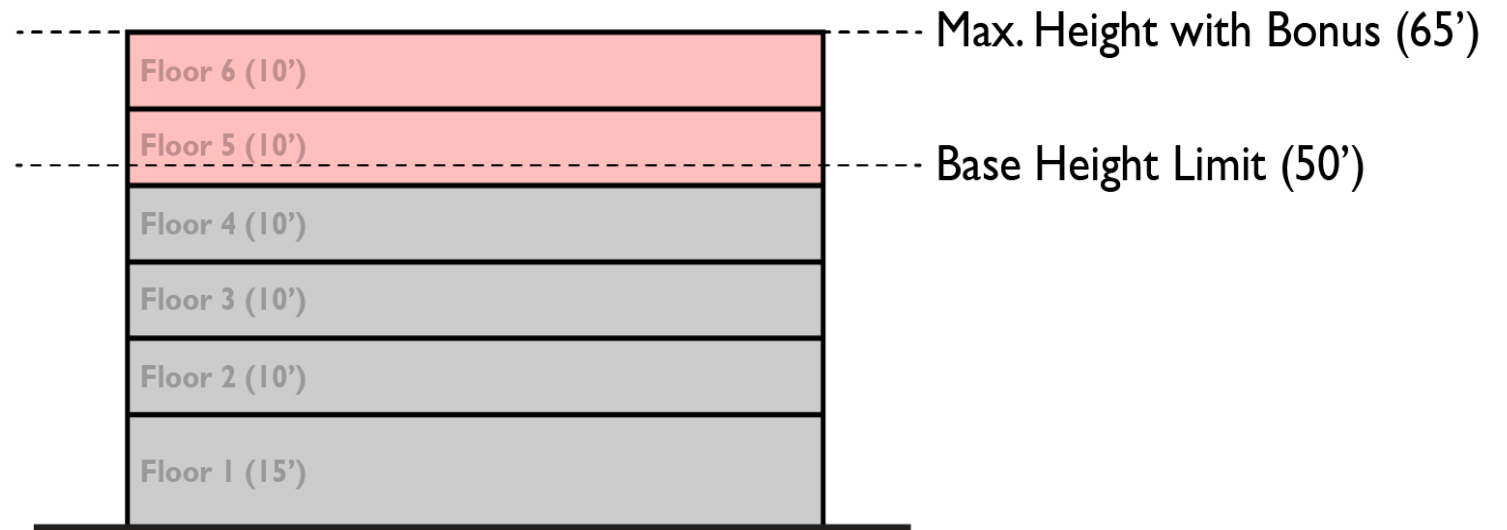
Table 19.41.050 Principal uses permitted in mixed-use and i								
Principal Use	CBD	C	MMU	CM	CM2	LM	LMI	MS
Medical, Except as listed below and based on gross floor area (GFA):								
<10,000 GFA	P	P	P					
10,000-20,000 GFA	C	C	C					
>20,000 GFA								
Hospital		C						
Office	P	P	P	P	P(x)		P(x)	P

Division 4: Zoning and Land Use

19.42 Form and Intensity Standards

- Increase the “by right” maximum building heights as follows:
 - CBD: 65’
 - C: 50’

There has been concern that the affordable housing requirements are both too complicated and too challenging per Anacortes’s development economics. Most specifically, the monitoring provisions in the affordability agreement have been identified as a big challenge. One commenter suggested that bonus height should be allowed in exchange for developing small housing units (which would be more affordable than larger units). Commenters have also expressed an interest in allowing the bonus height via other design options, such as greater open space (than required by AMC 19.62.040) and/or other public amenities.



Height Limits in CBD & C Zones

Considerations

Consideration	Possible Benefits	Potential Drawbacks
2a Keep bonus provisions as is (in second draft)	Bonus provision focuses on open space, thus increasing the opportunity for developing more affordable housing.	Provision may prove to be too challenging and thus discourage its use
2b Offer a fee-in-lieu of affordable units (fees to go towards the development of new affordable housing)	Offers greater flexibility to developer; \$ can be spent elsewhere to provide affordable housing	Fees may not be enough to produce viable affordable housing;
2c Allow a number of smaller-than-usual market-priced units to unlock the height bonus	Offers greater flexibility to developer, additional affordable housing units may be built	Without a legal agreement in place there is no guarantee smaller units will be more affordable to lower income households.
2d Mixed-use incentive. For sites in non-residential zones where ground level commercial is not required, provide for ground level commercial space meeting storefront design standards along at least 50% of the site's block frontage to achieve bonus height.	Offers greater flexibility to developer; Provides expanded opportunity for ground level commercial space	Concept does not provide affordable housing and may be much easier to meet than affordable housing requirement; Ground level space may stay vacant if market for commercial space is limited.

Height Limits in CBD & C Zones

Considerations

Consideration	Consideration	Possible Benefits	Potential Drawbacks
2a Keep building height at second floor	2e Pedestrian-oriented space integration. For sites that integrate pedestrian-oriented space (meeting design requirements in AMC 19.62.040.C) into the site (perhaps a minimum 5% of the site)	Integration of new pedestrian-oriented space	If the percentage of required pedestrian-oriented space is considered too high, it may discourage the use of the height bonus
2b Offer a mix of units (forfeiting development rights for housing)	 <i>This could include a small entry plaza like the left image above, or it could include a</i>		
2c Allow a mix of uses at the usual maximum height			
2d Mixed-use development with non-residential space on the ground level to provide space for neighborhood standard site's building height bonus	2f Adjust affordable housing provisions to add greater flexibility (details to be determined)	Adding more flexibility may reduce the protections for long term affordability and/or reduce the number of affordable units.	Adding flexibility to the provisions may increase the likelihood that this bonus provision (and affordable housing) gets used.

Height Limits in CBD & C Zones

Illustrating what 65' buildings in the CBD could look like:

The 3D model images illustrate what a 6-story mixed-use building meeting applicable CBD dimensional standards, storefront block frontage standards, and other design standards might look like when superimposed on a site in Anacortes's CBD. The all white buildings represent existing buildings, with massing scaled approximate to the height/size of such buildings.



Note the building includes the required upper level 10' stepback before the 6th floor.

Height Limits in CBD & C Zones

Note the building includes the required upper level 10' stepback before the 6th floor.



Height Limits in CBD



Division 4: Zoning and Land Use

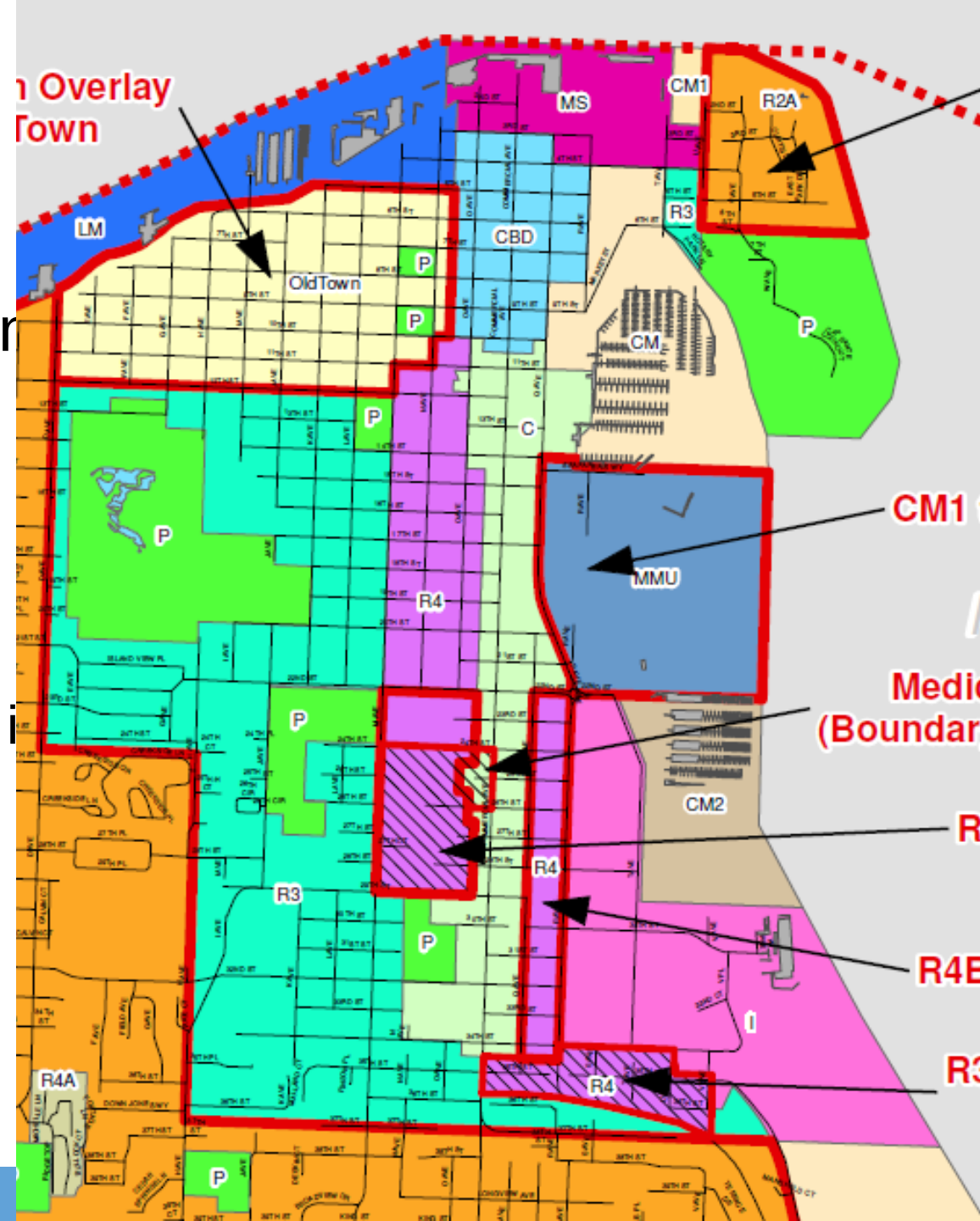
19.42 Form and Intensity Standards

- Increase the “by right” maximum building heights as follows:
 - CBD: 65’
 - C: 50’
 - CM2: 50’
 - I: 50’
 - Medical Overlay: 60’ within area specified in Figure 19.42.130.D.

Division 4: Zoning and Land Use

19.42 Form and Intensity Standards

- Increase the “by right” maximum building height
 - CBD: 65’
 - C: 50’
 - CM2: 50’
 - I: 50’
 - Medical Overlay: 60’ within area specified in map



2ND Draft

Table 19.42.030											
Form and intensity standards for mixed-use and industrial zones.											
Measure	CBD	C	MMU	CM	CM2	LM	LMI	MS	I	HM	Conditions/ Reference
HEIGHT (feet) – PRINCIPAL STRUCTURES											
Height, base maximum	50	40	45	35	30	35	50	50	30	50	See AMC 19.42.130 for building height exceptions and modifications
Height, conditional maximum with bonus	65	55	65	50	50	50			50		See AMC 19.42.060-.080

Current
Draft

HEIGHT (feet) – PRINCIPAL STRUCTURES											
Height, base maximum	65	50	35-45	35	50	35	50	50	50	50	See AMC 19.42.140 for building height exceptions and modifications
Height, maximum with bonus			50-65×	50		50					See AMC 19.42.070-.090 × AMC 19.42.140(C)(4-5)

19.42.080 - Bonus incentives in the CM2, LM, and I zones.

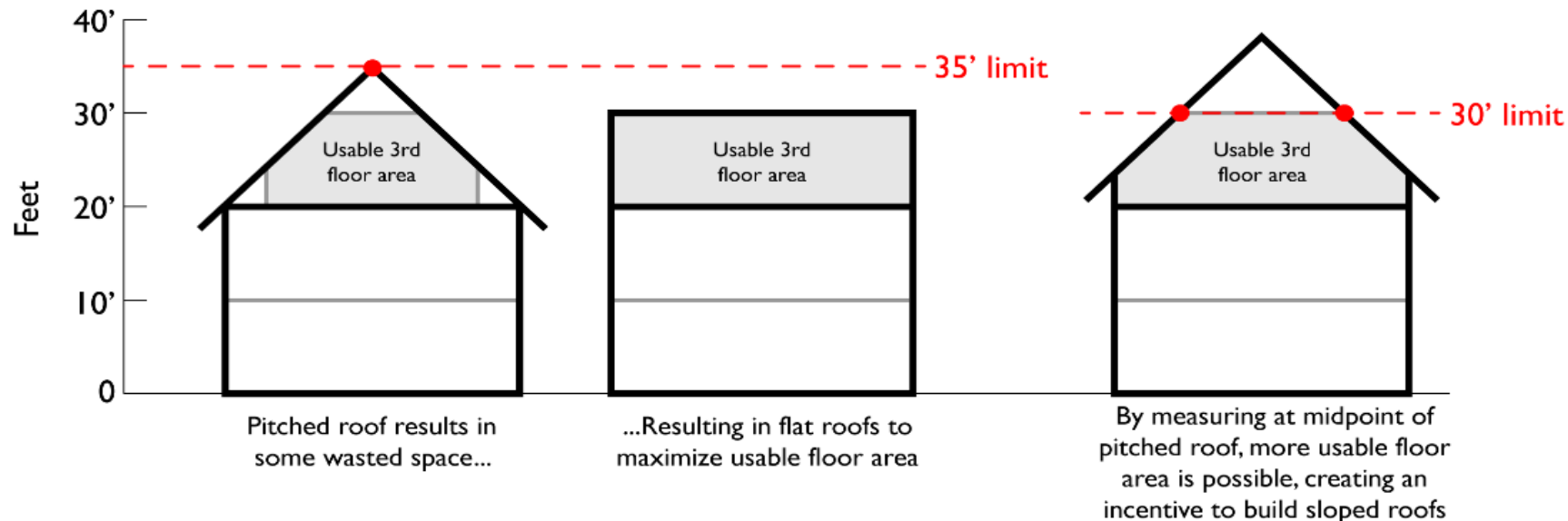
- A. Purpose.** To allow flexibility in building height through a review process to ensure that the additional building height would not have adverse impacts on the general vicinity.
- B.** Developments seeking additional building height are subject to a conditional use permit (Chapter 19.36). Special application requirements, criteria, and conditions:
1. Applicants shall conduct a three dimensional visual analysis to examine views of the development from surrounding streets, adjacent properties, and up to three other sites selected by the director to help ensure that the proposed building(s) do not adversely impact the general vicinity.
 2. The applicant shall demonstrate how the building has been sited and designed to minimize visual impacts on sites within the general vicinity.
 3. Conditions may be imposed to ensure compatibility with the conditional use criteria, including those set forth in AMC 19.36.050 and the following:
 - a. Changes in building depth, width, and orientation.
 - b. Additional building massing techniques (beyond minimum requirements set forth in AMC 19.63.040), such as upper level building setbacks and/or additional building modulation or articulation treatments.

Division 4: Zoning and Land Use

19.42 Form and Intensity Standards

- Building height measurement.

Maintain current code method for measuring building height (to the highest point of the roof instead of to the middle of a pitched roof), and maintain existing building height maximums.



Division 4: Zoning and Land Use

19.42 Form and Intensity Standards

- Floor area ratio.

Do not proceed with floor area ratio (FAR) standards due to complexity of administration and unclear benefits.

- Landscaping.

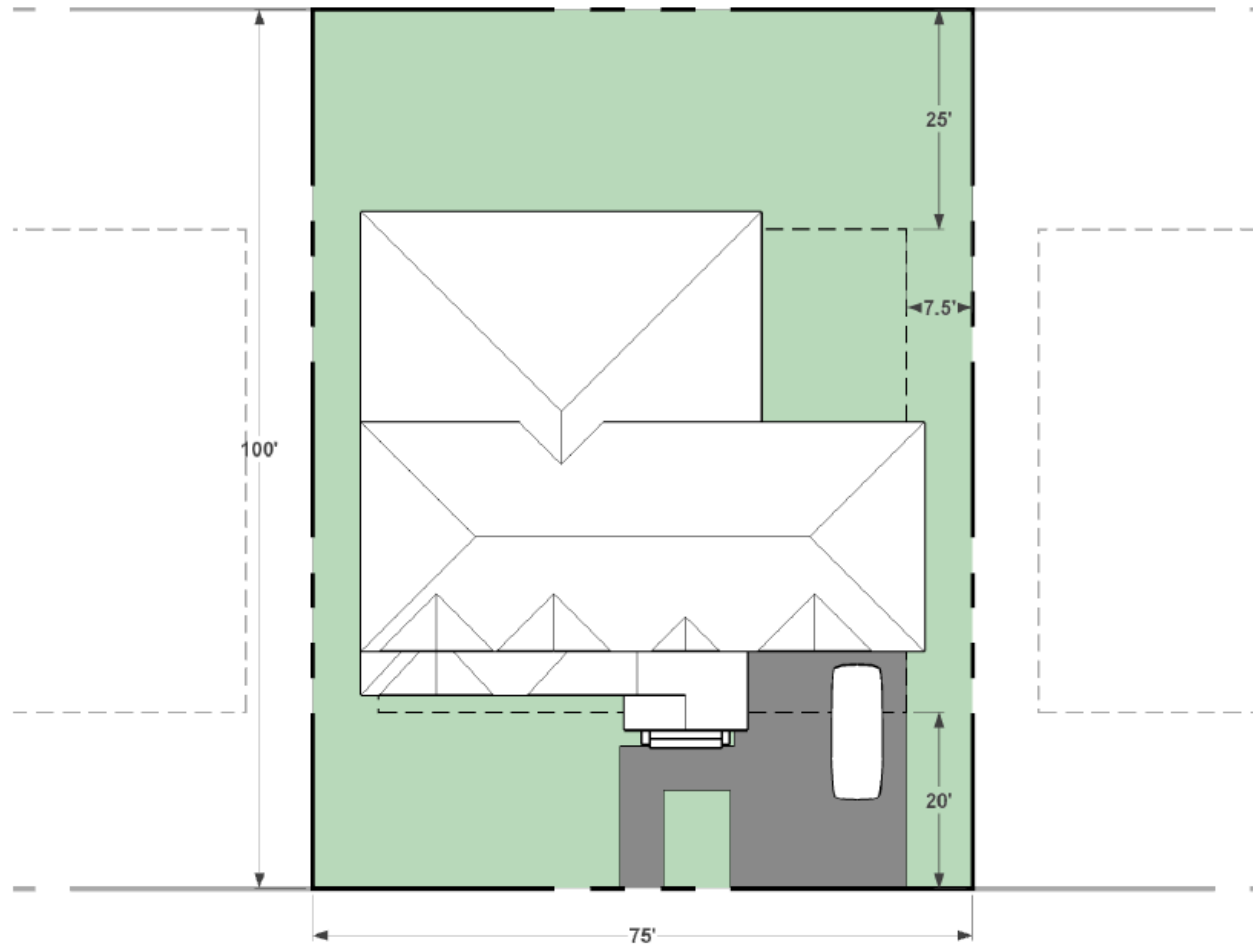
Retain landscaping minimums at current code standards, except allow flexibility in R4 zone for townhouses and multi-family with some structured parking.

- Lot coverage.

Retain existing lot coverage limitations, except allow flexibility in the R4 zone for townhouses and multi-family with some structured parking.

R2 Concept – Single Family Dwelling on a Minimum 7,500sf Lot

R2 Single Family Concept – Site Plan View



Project Stats:

Height/stories:

2-story building within the proposed 30' maximum height

Floor area:

3,375sf, not including 500sf attached garage

FAR:

0.45 (proposed max 0.45)

Lot coverage:

33% (35% current max)

Landscaping:

62% (45% proposed min./ 20% current min.)

R2 Concept -- Aerial Perspective View

FAR & Lot Coverage



Division 4: Zoning and Land Use

19.42 Form and Intensity Standards

- Floor area ratio.

Do not proceed with floor area ratio (FAR) standards due to complexity of administration and unclear benefits.

- Landscaping.

Retain landscaping minimums at current code standards, except allow flexibility in R4 zone for townhouses and multi-family with some structured parking.

- Lot coverage.

Retain existing lot coverage limitations, except allow flexibility in the R4 zone for townhouses and multi-family with some structured parking.

Division 4: Zoning and Land Use

19.43 Residential Uses

- Cottage housing standards.

Allow attached cottages (up to 2 units) in R3 and R4 zones. The project team has made other minor edits in this section based on a review of multiple citizen-provided cottage development case studies that will be reflected in the final draft.

- Cottage housing in R1.

Prohibit cottage housing in the R1 zone due to concerns lack of urban level infrastructure, proximity to rural and environmentally sensitive areas, and existing large lot character.



Division 4: Zoning and Land Use

19.47 Accessory Uses & Structures

- Accessory Dwelling Units.

Eliminate the requirement for owner-occupancy to provide more flexibility and encourage construction of more ADUs. Clarify that ADUs are allowed in all zones as an accessory to an existing SFR, including non-residential zones.

Note updated PC recommendation after 3rd draft

Division 5: Community Design

19.63 Building Design Standards

- Remove prohibition on “corporate architecture”.
- Consolidate non-residential and residential articulation standards.
- Exempt “most” development in the I, LM, LM1, MS, AZ, and CM2 from building design standards
- Other strategic adjustments to building design standards – some specific to particular zoning districts

19.63.020 - Applicability.

- A. The provisions of this chapter apply to all non-residential and multifamily development. Exemptions are the following:
1. All development in the I, LM, AZ, CM2, and MS zones.
 2. Developments in the HM and LMI zone when not abutting State Route 20 right-of-way.

Division 6: Project Design

19.64 Parking

- A number of adjustments involving:
 - Change in use provisions
 - Compact parking space provisions
 - Conditions for reduced parking
 - Modified parking requirements
 - Parking fee-in-lieu

Division 6: Project Design

19.65 Landscaping

- A number of adjustments involving:
 - 19.65.040(A) – landscape plans
 - Adjust AMC 19.65.070.D.6.b regarding parking lot perimeter landscaping
 - Do not require landscaping along street facing elevations that have exposed foundations

Division 6: Project Design

19.66 Fences

- Adjustments involving:
 - AMC 19.66.080(A) – Chain link prohibitions
 - AMC 19.66.090 – Retaining walls and rockeries

19.66.070 - Fence types prohibited.

- A. Chain link fences are prohibited in the following areas:
1. All non-industrial zones within ten feet of a street right-of-way.
 2. Industrial zones when across the street from the CBD zone or residential zones and within ten feet of a street right-of-way.
 3. Between a street right-of-way and the front of any residential building.

Division 6: Project Design

19.67 Signs

- Adjustments involving:
 - AMC 19.67.020(C) – Exemptions
 - Table 19.67.070 – Sign Typologies
 - Table 19.67.130 – Nonconforming signs

Table 19.67.060(A) Freestanding sign types and standards.				
Sign type	Location and street setback	Maximum quantity	Maximum height above existing grade	Maximum sign area
Monument sign A sign which is attached to the ground by means of a wide base of solid appearance. See AMC 19.67.080(B) for supplemental design standards. 	5' minimum street setback	1 monument, pylon, or post & arm sign/ lot frontage, except: 1 such freestanding sign per 150' of lot frontage where speed limit less than 35 mph 1 such freestanding sign per 200' of lot frontage where speed limit 35 mph or greater	See Table 19.67.080(B)(4) In LMI and HM zones within 100' of SR-20 right-of-way, maximum height is 30'	See Table 19.67.080(B)(4) In LMI and HM zones within 100' of SR-20 right-of-way, 1 sq. ft. per linear foot of SR-20 frontage, up to a maximum of 160 sq. ft.
Pylon sign A sign mounted on two posts. 	5' minimum street setback	1 monument, pylon, or post & arm sign/ lot frontage, except: 1 such freestanding sign per 150' of lot frontage where speed limit less than 35 mph 1 freestanding sign per 200' of lot frontage where speed limit 35 mph or greater	Monument sign standards apply per Table 19.67.080(B)(4) except pylon signs are limited to 8' in height In LMI and HM zones within 100' of SR-20 right-of-way, maximum height is 30'	Monument sign standards apply per Table 19.67.080(B)(4) In LMI and HM zones within 100' of SR-20 right-of-way, 1sf per linear foot of SR-20 frontage, up to a maximum of 160sf

PLANNING COMMISSION RECOMMENDATIONS

Notable updates since third draft

More Public Comments!

- Substantial public comment informed revisions to code and concepts
(154 written/emailed comments + 65 spoken public comments at meetings)

19.43.010(C)(3)(b)(ii). Garage façade design	What about affordability? These regulation changes cost more money. More foundation corners, longer driveway = more money.	Comment acknowledged.
MMU zoning	Evergreen Islands requests that the current Commercial Marine (CM) zone at Ship Harbor not be changed to Marine Mixed Use zone. Figure 1 shows the current Commercial Marine zone at Ship Harbor, and Figure 2 shows the proposed Marine Mixed Use zone at Ship Harbor. The Commercial Marine Zoning should not be changed for the following reasons: • As shown by Table 1, which compares the number of uses for the two zones. The MMU zone has 12 more uses than the current CM zone. The additional uses include Townhouses, Multi-Family Dwellings, Live-Work, Assisted Living Facilities, Nursing Homes, and Retail Sales > 25,000 NFA. • The proposed MMU is directly adjacent to the intersection of Oakes Ave (SR20) and the Ferry Terminal road, which is already a choke point. • The proposed Short Plat & CUP to allow multifamily housing just across the Ferry Terminal road will also significantly increase traffic at SR20/Ferry Terminal road.	The zoning change is directed by the Comprehensive Plan and the Future Land Use Map (recommended by the Community Advisory Committee). Specific development applications will need to demonstrate conformance with WSDOT highway-access standards and the infrastructure concurrency requirements of AMC Chapter 19.22.
Table 19.41.040, Permitted Uses in Residential Zones	This would have museums of less than 10,000 square feet be a 'permitted use' in residential zones R2, R3, R4 and OT, subject to certain use standards. We request that museums be removed as a permitted use from all residential zones. Allowing them would require employee and visitor parking, increase traffic in areas with pedestrians, and thereby potentially create safety hazards. Most importantly, in our view, they would also jeopardize the integrity and purpose of residential zones.	Staff have recommended removing museums from permitted uses in residential zones.
Zoning map	Where is the R3A zone? On the CAC advising committee we identified the necessity and desirability of developing smaller lots in older parts of town which historically have many small lots as central to the larger goals of the Comp. plan, but that zone is not identified on the map.	The R3A zone boundary identification will occur as part of a subsequent process.

Anacortes Development Regulations

3rd Draft Major Changes for Staff Report

March 7, 2019

The following table lists the most major changes in the 3rd draft the Anacortes Development Regulations between publication on December 18, 2018 and April 3, 2019 resulting from internal staff discussion, legal review, Planning Commission direction, and response to public comments.

New or updated text is highlighted in yellow.

AMC Reference	Recommended Change
19.12, Definitions	<i>Addition resulting from staff direction.</i> "Best management practice" (BMP) means the schedules of activities, prohibitions of practices, maintenance procedures, and structural and/or managerial practices, that when used single or in combination, prevent or reduce the release of pollutants and other adverse impacts to waters of Washington State. <i>Addition resulting from internal/staff discussion.</i> "Building frontage" refers to the "façade" or street-facing elevation of a building. For buildings not adjacent to a street, it refers to the building elevation(s) that features the primary entrance to the uses within the building. Depending on the context the term is used in, it may also refer to the uses within the building. For example, a "storefront" is a type of building frontage. <i>Addition resulting from public comment requesting clarity on the option for car-sharing services to replace some required parking spaces.</i> "Car-sharing provider" means a membership-based and licensed business that offers use of motor vehicles 24 hours a day and seven days a week to members who reserve vehicles in advance, and that charges members for the time and/or miles. <i>Addition resulting from staff direction.</i> "Low impact development best management practice" (LID BMP) means distributed stormwater management practices, integrated into a project design, that emphasize pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation, and transpiration. LID BMPs include, but are not limited to: bioretention, rain gardens, permeable pavements, roof downspout controls, dispersion, soil quality and depth, minimal excavation foundations, vegetated roofs, and water re-use.

Table 19.42.060 – Form & intensity standards for residential zones

Update resulting from internal/staff discussion.

Cross-references added to Old Town form and intensity standards, and adjustments made to lot coverage and setback standards to match current standards and/or the R3 zone.

Update resulting from public comments on the matter.

Adjustments made to the R4 and R4A minimum lot width circle for consistency with other zones.

Update resulting from public comments on the matter.

R2A lot coverage maximum changed from 35% to 40%.

Update resulting from public comments concerning how this standard may affect lot and home design.

Minimum street setback - garage adjusted to 20 feet in most zones.

Update resulting from public comments on the matter.

Cross-references added for MMU base height to clarify difference in the zones east and west of Q Avenue.

19.42.050 - Bonus incentives, R1 zone

(To get from the 2du/acre base to a maximum of 4du/acre – currently allowed through a CUP)

Land Use Designation	Zoning Designation
----------------------	--------------------

Residential Low Density 1

Purpose: This designation provides for low density residential development in the southern end of the City that is inappropriate for more intensive urban development due to topography, the frequent presence of wetlands, the high cost and difficulty in extending public facilities, and the desire to create a lower intensity transitional area between the city and the surrounding unincorporated rural pasture, forest and agricultural land.

Principal uses & density: Single-family detached dwellings are the predominant dwelling type. Other dwelling types, such as accessory dwellings and cottage housing, may be allowed under certain circumstances. The permitted base density is up to 2 dwelling unit per gross acre. Densities up to 4 units per gross acre may be permitted via a special review process.

R1

19.42.050 - Bonus incentives, R1 zone

(Second Draft - bonus up to 4du/acre – permitted by right subject to below standards)

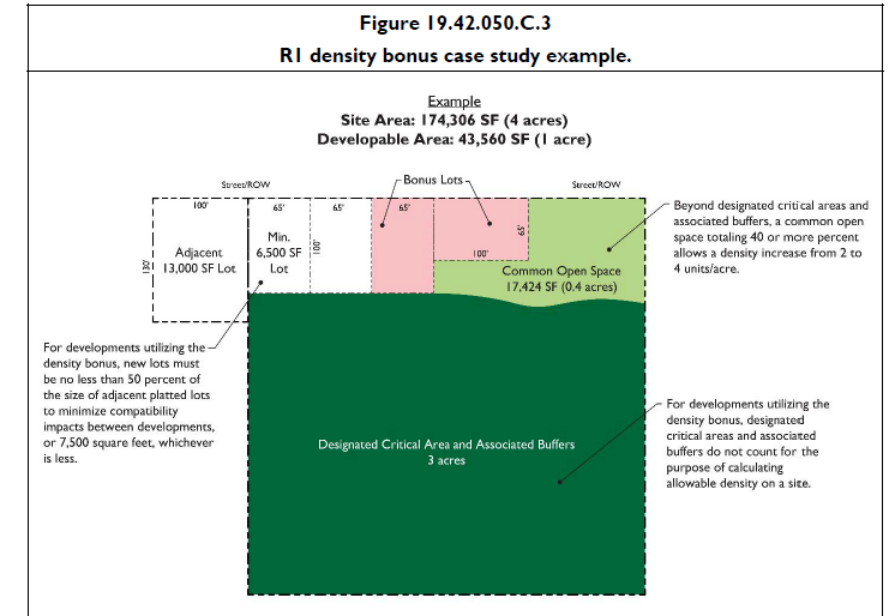
19.42.050 - Bonus incentives, R1 zone. (NEW)

A. Purpose. To offer flexibility in the density of developments within the R1 zone that reserve permanent open space and/or agricultural land as a part of the subdivision.

B. Applicability. The density bonus opportunities apply to all R1 subdivisions.

C. Standards.

1. Lots within R1 subdivisions applying for bonuses are subject to standards in Table 19.41.020, except:
 - a. New lots must be **at least 5,000 square feet** and no less than 50 percent of the size of adjacent platted lots to minimize compatibility impacts between developments.
 - b. Designated critical areas and associated buffers do not count for the purpose of calculating allowable density on a site. For example, if a development site is four acres, but three of those acres are designated critical areas and associated buffers, then the usable site area for density purposes is only one acre. The applicant for a subdivision on this site may still apply for a density bonus (to achieve an increase in the possible number of lots from two to four), provided applicable bonus and common open space criteria below are met.
2. Density bonus for common open space:
 - a. Common open space: 25-39.9 percent = Density increase from 2 to 3 units/acre.
 - b. Common open space: 40 or more percent = Density increase from 2 to 4 units/acre.
3. Common open space requirements. For the purpose of obtaining a density bonus, common open space area must be site areas above and beyond any designated critical areas and associated buffers. For example, if a development site is four acres, but three of those acres are designated critical areas and associated buffers, then the common open space applicable to the density bonus must be carved out of the remaining one usable acre. The designated critical areas and associated buffers may still be part of a designated common area, but only the non-critical



19.42.050 - Bonus incentives, R1 zone

(PC recommended deleting option entirely – without a CUP option – per public comment & considerable discussion)

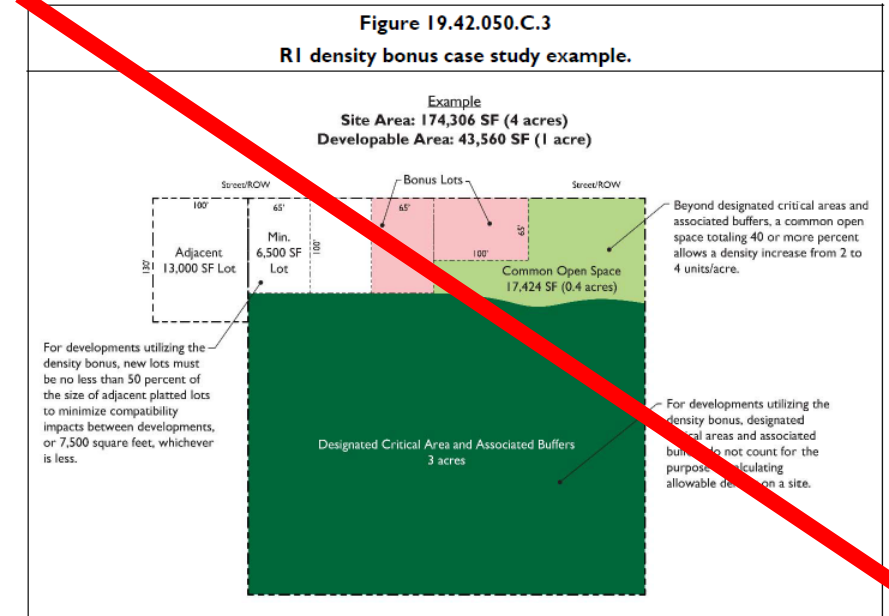
19.42.050 - Bonus incentives, R1 zone. (NEW)

A. Purpose. To offer flexibility in the density of developments within the R1 zone that reserve permanent open space and/or agricultural land as a part of the subdivision.

B. Applicability. The density bonus opportunities apply to all R1 subdivisions.

C. Standards.

1. Lots within R1 subdivisions applying for bonuses are subject to standards in Table 19.41.020, except:
 - a. New lots must be **at least 5,000 square feet** and no less than 50 percent of the size of adjacent platted lots to minimize compatibility impacts between developments.
 - b. Designated critical areas and associated buffers do not count for the purpose of calculating allowable density on a site. For example, if a development site is four acres, but three of those acres are designated critical areas and associated buffers, then the usable site area for density purposes is only one acre. The applicant for a subdivision on this site may still apply for a density bonus (to achieve an increase in the possible number of lots from two to four), provided applicable bonus and common open space criteria below are met.
2. Density bonus for common open space:
 - a. Common open space: 25-39.9 percent = Density increase from 2 to 3 units/acre.
 - b. Common open space: 40 or more percent = Density increase from 2 to 4 units/acre.
3. Common open space requirements. For the purpose of obtaining a density bonus, common open space area must be site areas above and beyond any designated critical areas and associated buffers. For example, if a development site is four acres, but three of those acres are designated critical areas and associated buffers, then the common open space applicable to the density bonus must be carved out of the remaining one usable acre. The designated critical areas and associated buffers may still be part of a designated common area, but only the non-critical



19.42.060 Height Bonus Incentives in the R4 zone (from 40-50')

- A. Purpose.** To allow flexibility in building height in exchange for the integration of affordable dwelling units into the development.
- B. Applicability.** Height bonuses are available to development in the R4 zone as established in Chapter 19.42 Form and Intensity Standards provided it complies with one of the affordable housing options in this section.
- C. Option 1: Small units.** Developments where at least 25 percent of the total dwelling units contain no more than 600 square feet of gross floor area qualify for the height bonus.
- D. Option 2: Affordable units.** Developments that integrate affordable dwelling units per the standards below qualify for the height bonus.

19.42.070 Updating Height Bonus Amenity Provisions for the MMU zone east of Q Ave

1. Vertical mixed-use building design
4. Integrate ornamental stormwater management features
7. Integration of permanent public art in visible location
8. Exceptional landscaping display in visible location
12. Other similar features that function as a permanent public amenity

MMU Height Bonus Incentives

- B. Bonus incentives in the portion of the MMU zone east of Q Avenue.** Buildings integrating one feature from the list below have a bonus height limit addition of 10 feet above the base height limit. Buildings integrating two features from the list below have a bonus height limit addition of 20 feet above the base height limit.

Table 19.42.070

Height bonus incentive features for the portion of the MMU zone east of Q Avenue.

- I Vertical mixed-use building design:** Ground level spaces designed to accommodate non-residential uses must occupy at least 50% of the building's primary façade. Such spaces must be at least 50' deep and contain 13' minimum floor to ceiling heights. Residential lobbies and structured parking areas do not qualify as non-residential space for the purposes of this incentive option.

Examples



MMU Height Bonus Incentives

B. B
o
li
fe

Examples

Table 19.42.070

Height bonus incentive features for the portion of the MMU zone east of Q Avenue.

- 2 **Provide additional ground level pedestrian-oriented space** [meeting design requirements in AMC 19.62.040(C)] equal to at least 2% of the development site.

Such space must be above and beyond minimum sidewalk, esplanade, and applicable pedestrian-oriented space requirements. This could include a small entry plaza (left image), or it could include a widened sidewalk (middle image).



- 3 **Provide space for a public park** at least 10,000sf in area on a site agreed upon by the City. The space should be configured and located so it is able to incorporate common municipal park features such as playgrounds, fitness areas, picnic areas, pavilions, etc.

- 4 **Integrate ornamental stormwater management features.** Include creative and expressive techniques to celebrate stormwater management. The feature must be a significant visible design feature of the site **and must include educational signage or a plaque explaining the incorporated stormwater techniques** as determined and approved by the City. **The design and management plan for the features must demonstrate long term success of the ornamental stormwater management element.** See examples below.



egrating
e height
on of 20

enue.

uses must
13'
residential



B. B
o
li
fe

Examples

MMU Height Bonus Incentives

B. B		Hei	He	Table 19.42.070	
O		2	5	Height bonus incentive features for the portion of the MMU zone east of Q Avenue.	
fe		Pro	Int	7	
		19.6	gre	Integration of permanent public art in visible location.	
		Such	roc	This could include a mural, mosaic, sculptural	
		requ	ma	element, or gateway feature that is clearly recognizable as public art as determined by the director in consultation	
		imag	am	with the City of Anacortes Arts Commission. Feature may be located in a plaza, within the streetscape adjacent to	
			suc	the building, and/or on the building. Off-site features may be considered by the City provided they are placed	
				within the Central Waterfront MMU zone. To qualify as an amenity, the estimated cost of the feature must be at	
				least 1% of the construction cost of the development.	
		Examples	Examples	Example	
					
		3	6	8	
		Pro	Int	Exceptional landscaping display in visible location.	
		be c	fro	The display must cover an area equal to at least 2% of	
		area		the development site and function as a prominent visual feature of the development. The design and management	
				plan for the landscaping display must demonstrate long term success of the landscaping elements. See examples	
				below.	
		4		Example	
		Inte			
		cele			
		incl			
		appr			
		the			
		Examples	Example		

MMU Height Bonus Incentives

B. B		Hei	He	Heigh	Table 19.42.070	
O		2	5	7	Height bonus incentive features for the portion of the MMU zone east of Q Avenue.	
li		Pro 19.6	Int gre roc ma; am; suc	Integr elemen with th the bui within t least 1%	Example	9 Integrating brick as the primary cladding material on the building. In order to qualify, brick must occupy at least 50% of the cladding on the street facing façades of the applicable building.
fe		Such requ imag	2' linear for ledge, then linear per 60'			
H		Examples	Examples	Example		
I		3	6	8	Example	10 Provide freely accessible public restrooms. Must be available to the general public (not only commercial customers) and available daily.
C		Pro be c area	Int fro	Excep the dev plan for below.		11 Provide indoor meeting space available for free to the general public (3,000sf min.). See example below.
Examples		4				
		Inte cele inclu appr the				12 Other similar features that function as a permanent public amenity. Such features must be comparable in cost and public benefit to the features above.

19.43.010 Single Family – Garage Setbacks

- 2nd Draft proposal:
 - Dwelling setback min: 20' (most residential zones)
 - Porches & covered entries may project up to 6' into min. setback
 - Garage setback min: 25'



19.43.010 Single Family – Garage Setbacks

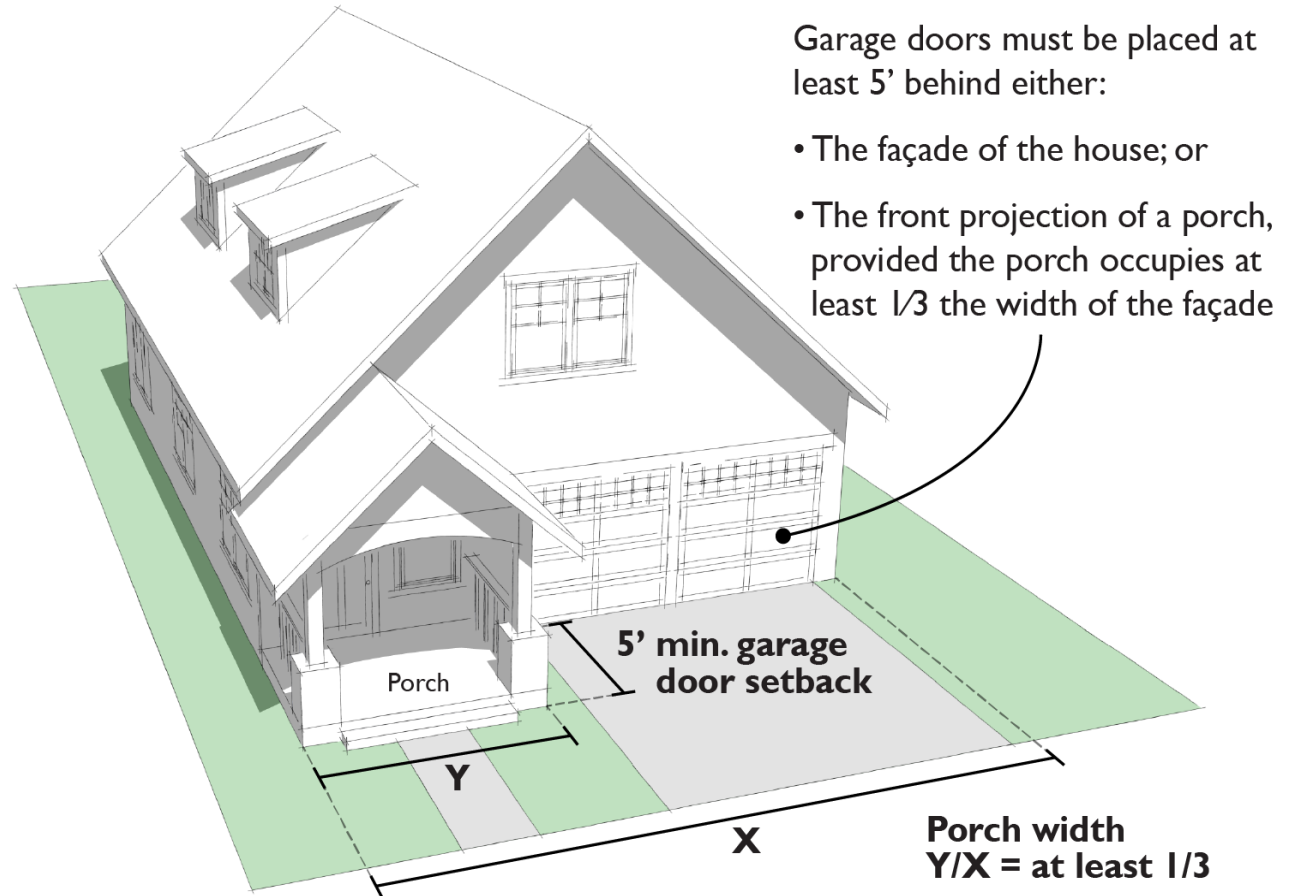
Policy LU-6.3. Adopt design standards for small lot single family development to gracefully integrate these uses into existing neighborhoods in ways that maintain general neighborhood scale and character.

Key concepts to consider in the design standards:

- A covered entry facing the street.
- Minimize the impacts of garages and driveways on the streetscape.
- Provide usable open space on all single family lots.
- Maximum floor area ratio to better ensure that homes are proportional to lot sizes.
- Minimum amount of façade transparency to promote more “eyes on the street” for safety and to create a welcoming streetscape.

19.43.010 Single Family – Garage Setbacks

- Public comments – concern about 25' setback – effect on lot development and design flexibility.
- Suggested update in response:
 - Adjust min. garage setback from 25' down to 20' – even with house.
 - Add new requirement that garage face must be at least 5' behind front projection of a porch:



19.43.010 Single Family – Garage Setbacks

- Public comments – concern about 25' setback – effect on lot development and design flexibility.
- PC – updated recommendation:
 - Reduce min garage setback from 25' to 20'
 - Don't apply the 5' garage setback (behind porch projection)

4. Lot and dwelling design standards.

a. See AMC 19.53.030 for driveway and access easement standards.

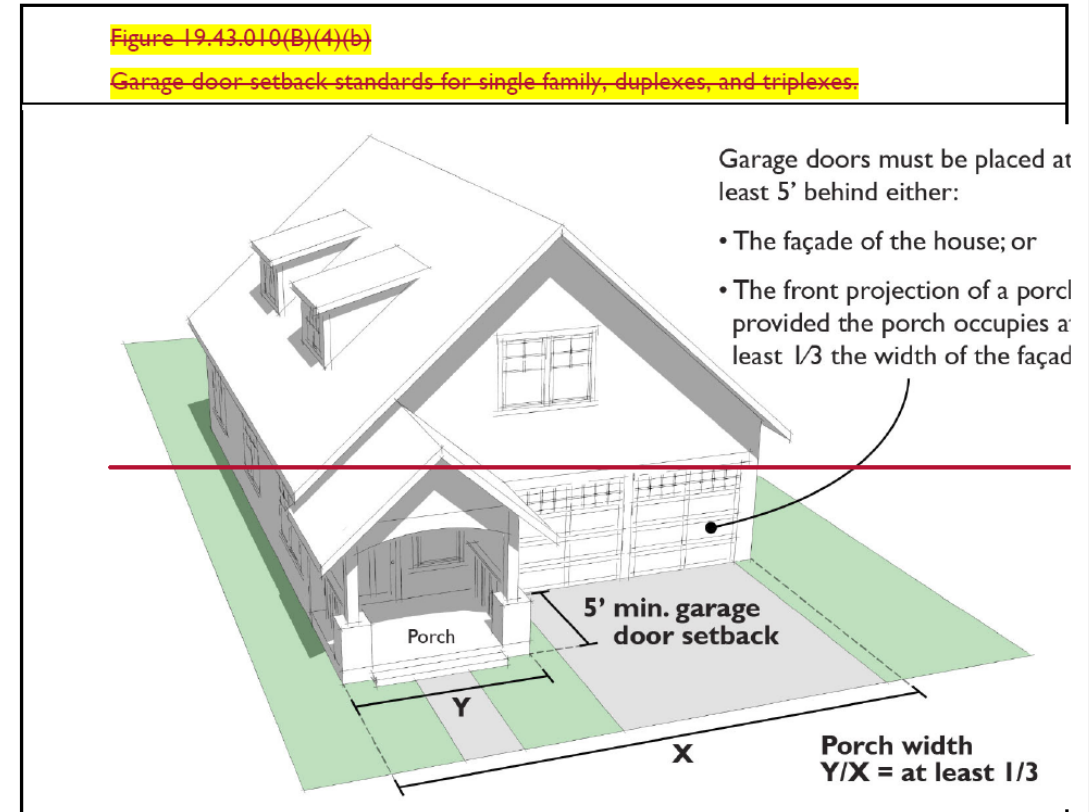
b. ~~Garage doors must be placed at least five feet behind one of the following:~~

~~i. The façade of the house.~~

~~ii. The front projection of a porch (a covered, but unenclosed projection of the dwelling façade), provided the porch occupies at least one third the width of the façade.~~

Figure 19.43.010(B)(4)(b)

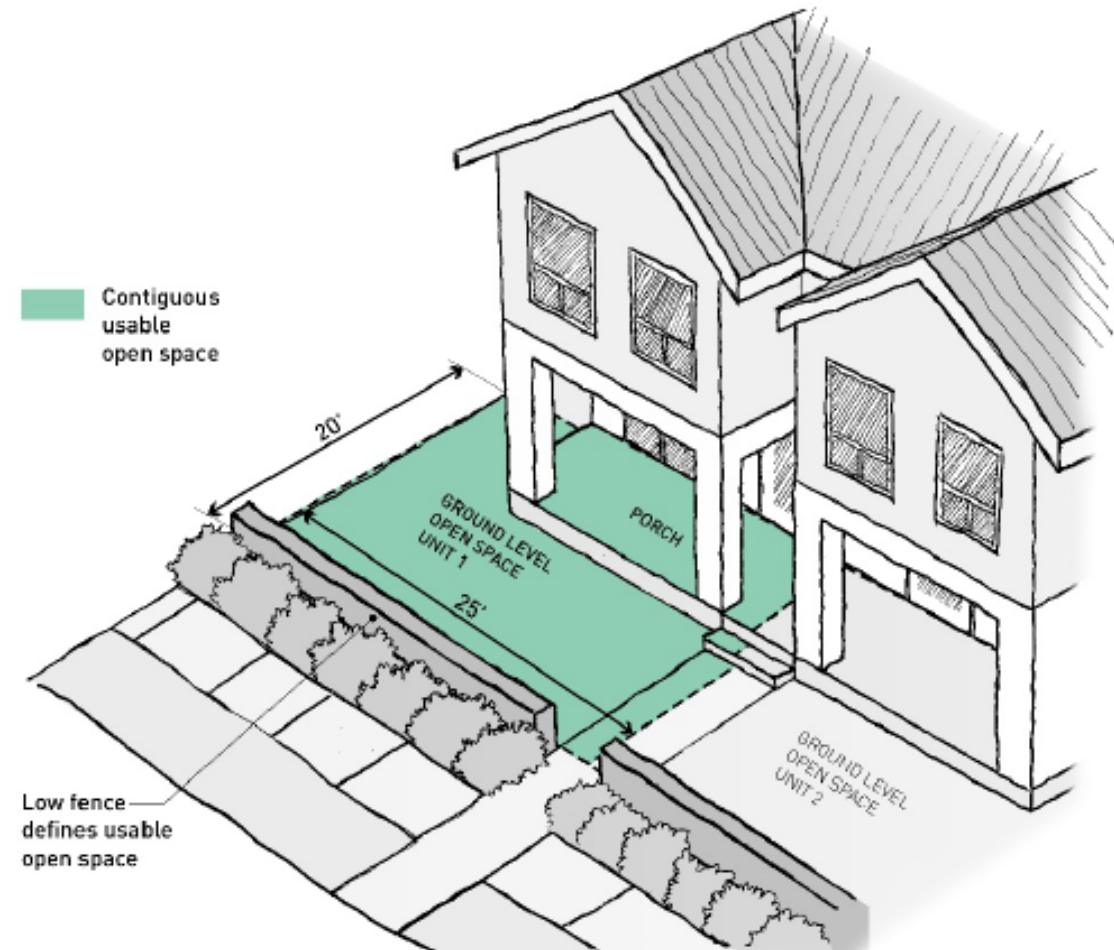
Garage door setback standards for single family, duplexes, and triplexes.



19.43.010 Duplexes & Triplexes

Figure 19.43.010 (E)(2)(c)

Example of integrating a duplex's minimum usable open space into the street setback.



19.43.010(H)(3) Single purpose residential uses in the MMU zone



19.43.010(H)(3) Single purpose residential uses in the MMU zone



Single-Purpose Residential Uses in MMU

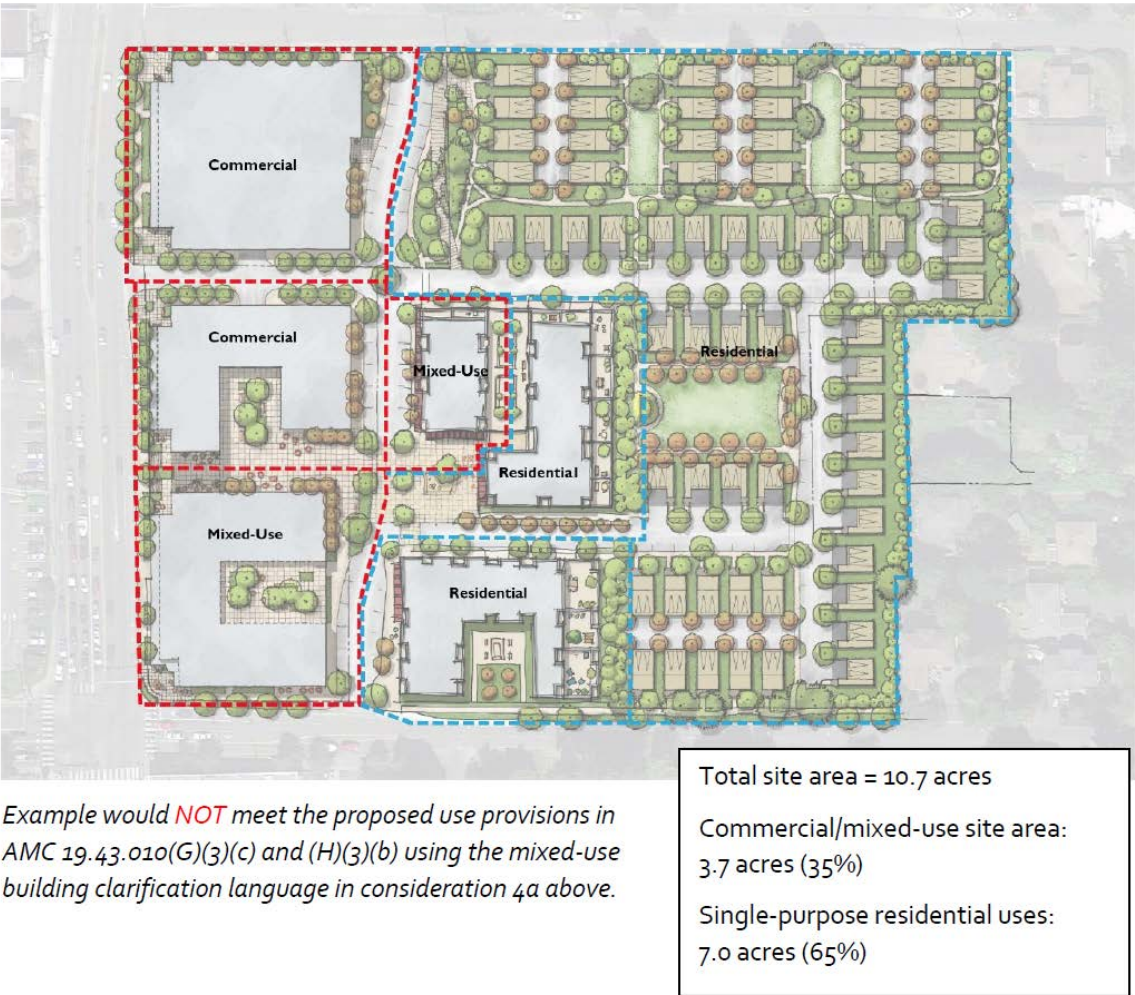
Example illustrating how the proposed use provisions are calculated (example site elsewhere):

 Commercial or Mixed-Use Site	Note: Associated parking, landscaping, open space, and other facilities accessory to the residential uses are included within the site area limitation.
 Single-Purpose Residential Site	



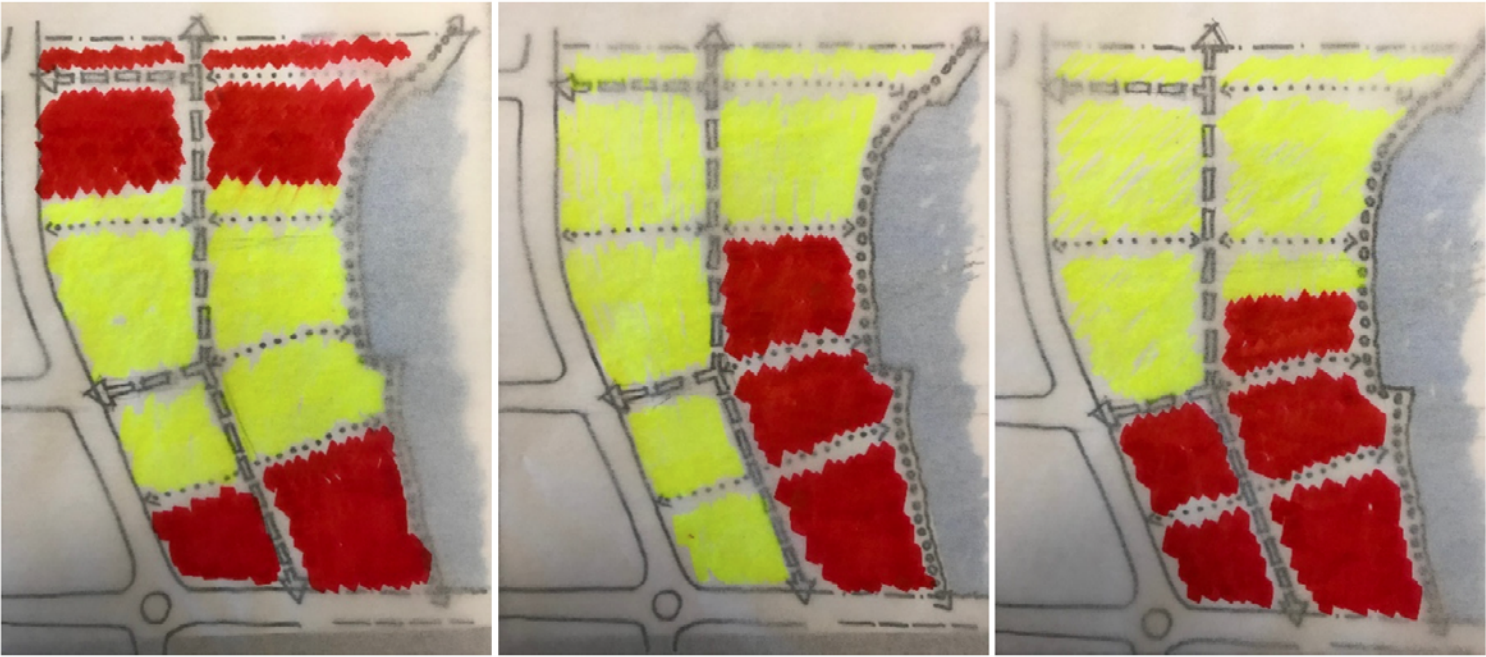
Example illustrating how the proposed use provisions are calculated (example site elsewhere):

 Commercial or Mixed-Use Site	Note: Associated parking, landscaping, open space, and other facilities accessory to the residential uses are included within the site area limitation.
 Single-Purpose Residential Site	



Example would **NOT** meet the proposed use provisions in AMC 19.43.010(G)(3)(c) and (H)(3)(b) using the mixed-use building clarification language in consideration 4a above.

Single-Purpose Residential Uses in MMU

Consideration	Benefits	Drawbacks
STAFF RECOMMENDATION		
7a Increase the allowance for on-site single-purpose residential site area limitation to 67 percent (2/3)	Existing development regulations have not promoted development of this site in over 20 years. This update increases flexibility while still ensuring approximately 8 acres of on-site commercial/non-residential development.	Some community members may have reservations about allowing this much residential on this site. The percentage approach still limits development flexibility and may not be aligned with market demand.
 Above are conceptual land use development examples showing various mixes of single purpose residential (yellow) along with permitted non-residential and mixed-uses (red) that would meet the suggested use mix requirement. The dashed lines include conceptual internal streets, pedestrian corridors, and the waterfront esplanade, which will be required regardless of the use mix.		

Single-Purpose Residential Uses in MMU

Consideration	Benefits	Drawbacks
STAFF RECOMMENDATION		
7a Increase the allowance for on-site single-purpose residential site area limitation to 67 percent (2/3)	Existing development regulations have not promoted development of this site in over 20 years. This update increases	Some community members may have reservations about allowing this much residential on this site. The percentage approach still

OTHER OPTIONS

7b Adjust the maximum allowance for on-site single-purpose residential site area limitation to 50 percent (1/2), but allow option to increase the amount of single purpose residential via framework development plan provisions (AMC 19.61.180)	Allows the market to largely dictate the extent of residential uses provided at least "some" ground level non-residential is integrated into the site	Without specifying a threshold, the ground level residential could take 99% of the site and still technically meet the code.
--	---	--



Above are conceptual land use development examples showing various mixes of single purpose residential (yellow) along with permitted non-residential and mixed-uses (red) that would meet the suggested use mix requirement. The dashed lines include conceptual internal streets, pedestrian corridors, and the waterfront esplanade, which will be required regardless of the use mix.

19.43.010(H)(3) Single purpose residential uses in the MMU zone

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

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

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

19.47.030 Accessory Dwelling Units – Owner Occupancy

(After additional public comment and discussion, PC decided to bring back the owner occupancy provision – but add an exception and adjust some details)

II. Owner occupancy.

- a. Either the principle or accessory dwelling unit must be occupied by an owner of the property for six or more months of each calendar year as the owner's permanent residence. “Owners” include title holders and contract purchasers. The applicant must record a notice against the property title with the county auditor, on forms provided by the department, describing this requirement.
- b. The Director may waive the requirement of subsection (a) for up to three years if a letter is submitted that provides evidence of good cause for the waiver. Good cause may include job dislocation, military deployment, sabbatical leave, education, or illness.

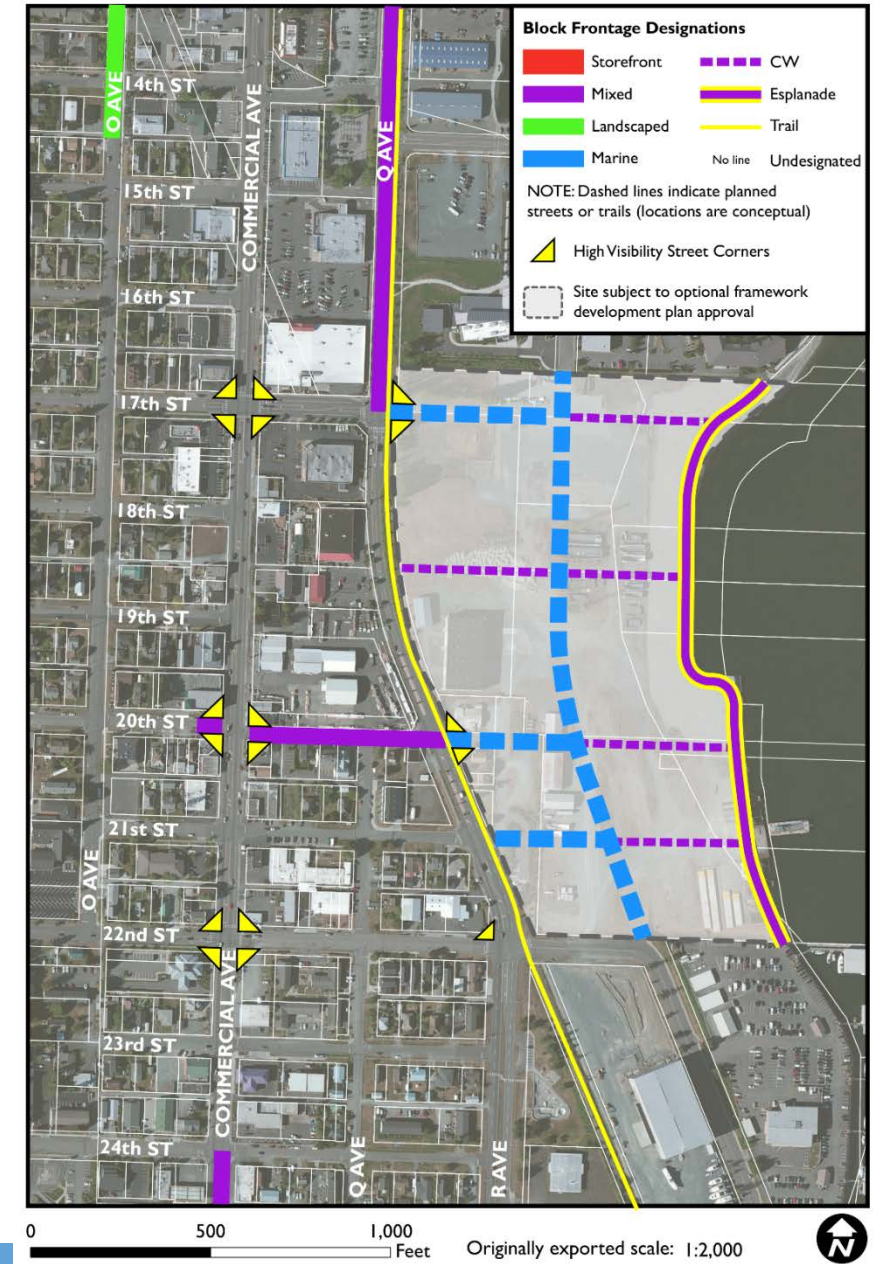


19.61.040 Updated Block Frontage Designations

Initial Proposal

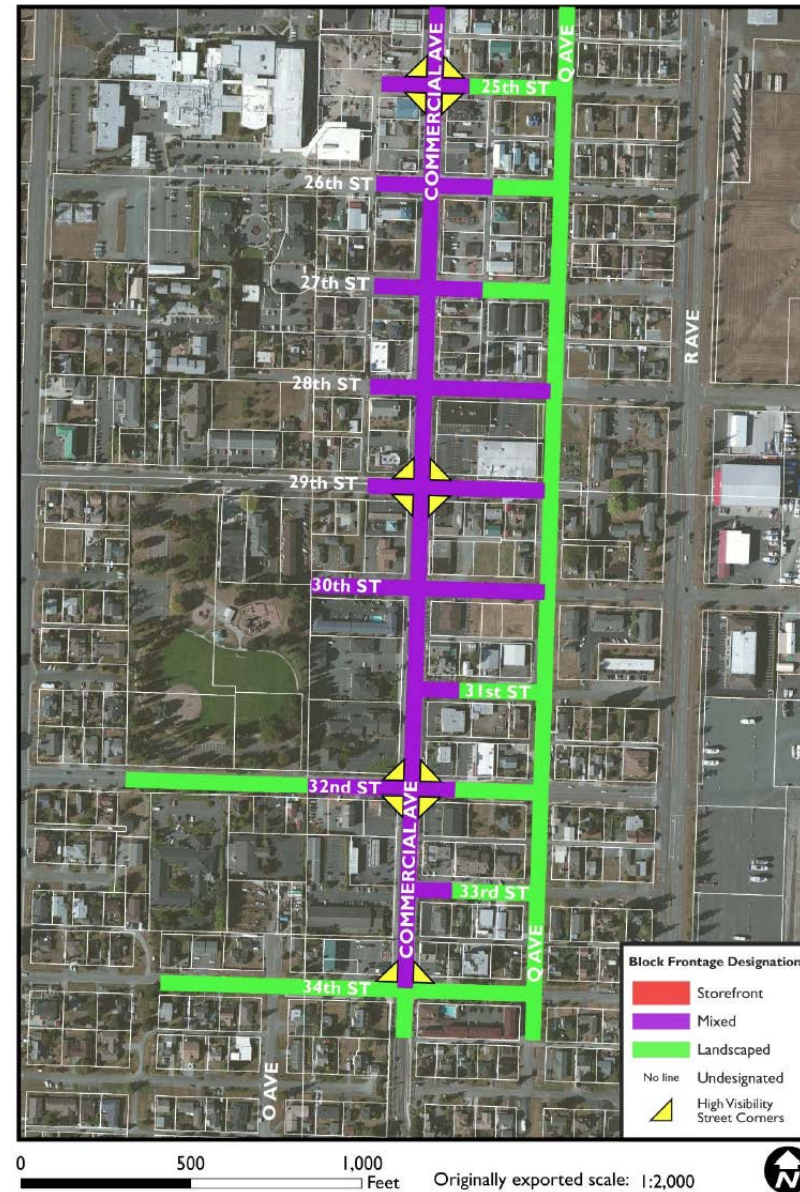


Updated Proposal



19.61.040 Updated Block Frontage Designations

Initial Proposal



Updated Proposal



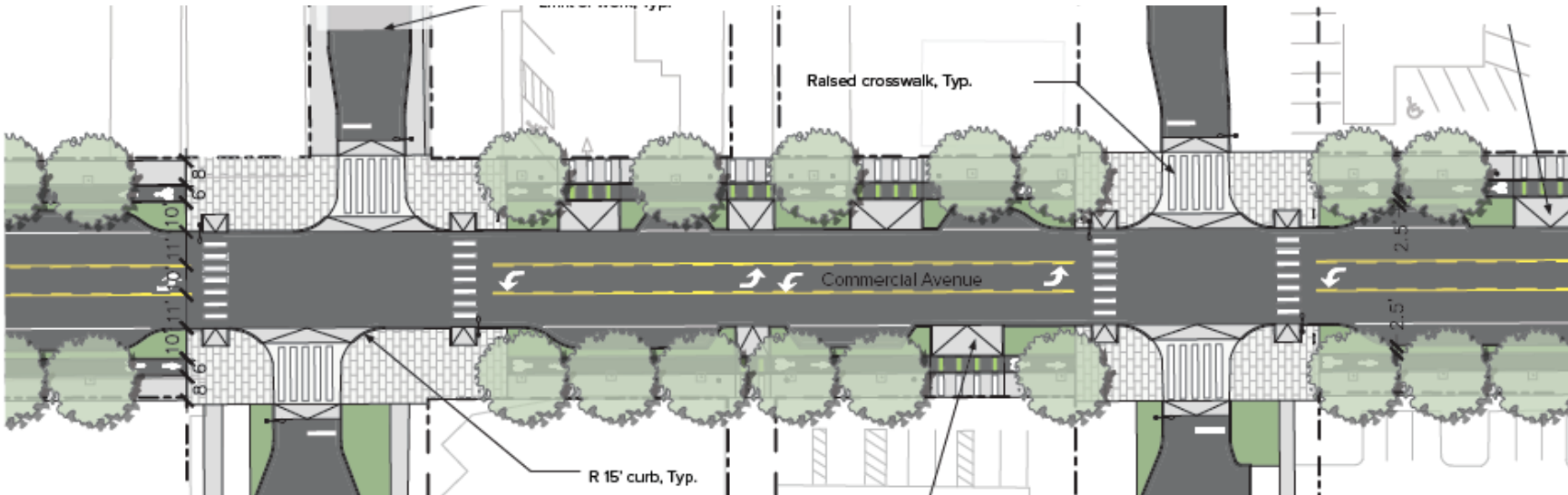
S. Commercial Ave Block Frontage Des.



19.61.040 Updated Block Frontage Designations

Conflicting Issues:

- Policy LU-7.2 – Strengthen the visual appearance and economic vitality of South Commercial Avenue (*provide pedestrian-friendly building frontages*)
- Planned South Commercial Streetscape Improvements



19.61.040 Updated Block Frontage Designations

Conflicting Issues:

- Desire to accommodate some flexibility (to allow choice for parking in front)
- Driveway/circulation standards may make it hard (but not impossible) to have parking in the front anyways





Title 19 Update - How to Proceed?



City Council Agenda Bill

Meeting Date: 4/15/2019

Agenda Item: 7c

Subject: Development Regulations Update – Introduction and Planning Commission Recommendation

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: Planning Department staff and Bob Bengford, MAKERS Architecture & Urban Design, will provide an introduction to proposed updates to the development regulations and official zoning map. 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](#).

As part of the introduction, we anticipate covering the public review process conducted to date, guiding Comprehensive Plan goals and policies, organizational changes and improved usability features of the code, and the Planning Commission's recommendation to City Council (to be provided once completed by PC). A suggested schedule for subsequent meetings, including discussion topics, will be developed based on City Council feedback.

The current draft of the proposed amendments ("[Planning Commission / 3rd Draft, December 18, 2018](#)") and other project-related documents can be viewed on the [project website](#).

Background: In 2016 the City began the process of updating the development regulations to implement the 2016 Comprehensive Plan. Planning Commission conducted 19 public meetings during its review, including 2 public hearings. Planning Commission is expected to make a recommendation to City Council on the matter during the Commission's April 10, 2019 meeting.

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 comments 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](#)

[Planning Commission Recommendation](#)



Planning, Community, & Economic Development Department

Don Measamer, Director

Memorandum

To: Anacortes City Council

Date: April 12, 2019

From: Don Measamer, Director, Community & Economic Development
Libby Grage, Planning Manager

Subject: Development Regulations Update

SUMMARY

The City is in the process of considering updates to the development regulations located in the Anacortes Municipal Code (AMC). On April 10, 2019, the Planning Commission recommended approval of the proposed updates, with modifications. Per [AMC 19.16.090.A](#), upon receipt of the Planning Commission's recommendation, the City Council must consider and take action on the recommendation.

The Planning, Community and Economic Development Department (PCED) is providing this memorandum in advance of the April 15, 2019 City Council meeting to provide background information and links to additional project-related information for Council review.

Previous staff reports, draft documents, citizen comments, public noticing documents and other supporting materials concerning the development regulations update process are available at the following project webpage: <https://www.anacorteswa.gov/202/Development-Regulations-Design-Standards>. A timeline of project activities is provided at the end of this memo, along with links to associated documents, meeting videos and meeting minutes.

BACKGROUND

Purpose of the Update

The purpose of this update is to put into place clear, user-friendly regulations to promote development that is consistent with the community's vision for Anacortes, as articulated in the 2016 Comprehensive Plan. Pursuant to the Washington State Growth Management Act (GMA), the City's development regulations must be consistent with and implement its Comprehensive Plan. The periodic update to the Comprehensive Plan was completed in July, 2016. The update process included extensive public involvement, and resulted in a new vision statement for Anacortes and adoption of new planning targets for population and employment growth. Many other important policy decisions about future land use and zoning, housing, other aspects of the community's growth and development were made during this process. These decisions are embodied in the Comprehensive Plan's goals and policies, which provide direction and guidance for the changes currently proposed to the development regulations and zoning map.

Summary of the Process

Three drafts of the proposed development regulations have been prepared, to date. The 1st Draft was developed based on the 2016 Comprehensive Plan, stakeholder interviews, community input gathered at two public open houses, and Council Planning Committee feedback. Revisions were made based on community feedback, and a 2nd Draft was released in April of 2018. In May, 2018 the City Council and Planning Commission held a joint meeting to be introduced to the 2nd Draft, and provided feedback to the project team for the process moving forward.

During a series of work sessions over the summer and fall of 2018, the Planning Commission reviewed the entire 2nd Draft, division by division, with support from City staff and Makers Architecture and Urban Design staff (the "project team"). The Planning Commission accepted spoken public comment at every meeting and written comments were accepted and considered by the Commission throughout its review. Prior to each meeting, the project team provided staff reports and analysis of issues as they arose through public comment for Planning Commission consideration. Public and Planning Commission feedback was integrated into a 3rd Draft, released in December 2018. A State Environmental Policy Act (SEPA) Determination of Non-Significance (DNS) was issued by the SEPA responsible official on December 19, 2018 and public hearings were held by the Planning Commission in January 2019.

Planning Commission Recommendation

On April 10, 2019, the Planning Commission voted unanimously by recorded motion to recommend approval with modifications of the proposed development regulations and zoning map amendments. [The Commission's recommendation](#) includes 2 parts:

1. Approve the proposed amendments to the development regulations as presented in the "Planning Commission / 3rd Draft", dated December 18, 2018, subject to the changes identified in Attachment A; and

2. Approve the proposed amendments to the Official Zoning Map as shown in Attachment B, after holding a public hearing to allow additional public comment opportunity regarding the R2A zoning designation generally south of West 6th St., between the Anacortes Airport and Little Cranberry ACFL.

CITY COUNCIL REVIEW

Anacortes Municipal Code section [19.16.090 Review by city council](#) outlines the process for council consideration of Planning Commission's recommendation. Per AMC 19.16.090.B, the City Council may take final action with no further process in any of the following situations:

1. When the plan, plan amendment, or development regulation to be adopted by the city council conforms substantially to the proposal as made available for public comment;
2. Pursuant to RCW 36.70A.035, when any of the following are true:
 - a. An environmental impact statement (EIS) has been prepared under RCW Chapter 43.21C for the pending resolution or ordinance and the proposed change is within the range of alternatives considered in the environmental impact statement;
 - b. The proposed change is within the scope of alternatives available for public comment;
 - c. The proposed change only corrects typographical errors, corrects cross-references, makes address or name changes, or clarifies language of a proposed ordinance or resolution without changing its effect;
 - d. The proposed change is to a resolution or ordinance making a capital budget decision as provided in RCW 36.70A.120; or
 - e. The proposed change is to a resolution or ordinance enacting a moratorium or interim control under RCW 36.70A.390.
3. When the action is to preserve the status quo and reject any and all changes in their entirety

Per AMC 19.16.090.C, except as provided in subsection B, the city council must allow additional public comment opportunity prior to final action. The city council must choose one or more of the following options to provide such opportunity:

1. An additional written public comment period;
2. One or more public hearings before the city council;
3. Remand of issue(s) to planning commission for further recommendations after an additional written public comment period, or an additional public hearing, or both.

If the City Council adopts a substantial change from the original proposal without remand, it must adopt its own findings of fact and reasons for action, setting forth the factors considered in the public comment or at the hearing and its own analysis of findings considered by it to be controlling.

PROJECT TIMELINE & LINKS

Year	Month/Day	Event	Links
2016	July 18	2016 Comprehensive Plan Adopted	○ 2016 Comp. Plan ○ Future Land Use Map
	October 3	City Council authorizes contract with MAKERS for development regulations update	○ Contract 16-081-IDS-001
	November 14	Council Planning Committee meeting: Review of project scope	○ Meeting agenda
2017	February 22	Planning Commission (PC) meeting: Project Update	○ Meeting Packet ○ Minutes, Video
	March 16	Public Open House: Residential development regulation concepts	○ Materials / Concepts ○ Presentation Slides ○ Video ○ Survey Results
	May 25	Public Open House: Commercial and Mixed Use development regulation concepts	○ Materials / Concepts ○ Presentation Slides ○ Video ○ Survey Results
	June 14	PC meeting: Project update	○ Meeting packet ○ Minutes, Video
	October 2	Council Planning Committee meeting review prelim. draft	○ Presentation Slides
	October 26	Council Planning Committee meeting review prelim. draft	○ Presentation Slides
	November 5	1 st Draft Development Regulations (partial) released (not including Signs, Parking, Fences, Bonus Incentives & Access Standards)	○ 1st Draft Docs
	November 16	Public Open House: Introduction to 1 st draft	○ Materials ○ Presentation Slides ○ Summary ○ Video
	December 8	1 st Draft Signs and Parking regulations released	○ 1st Draft Docs
	February 2	1 st Draft Fences, Walls, Hedges regulations released	○ 1st Draft Docs
2018	March 6	1 st Draft Bonus Incentives, Street & Access Standards released	○ 1st Draft Docs
	April 27	2 nd Full Draft Development Regulations released	○ 2nd Draft Document

May 9	Planning Commission / City Council Joint Meeting	○ Meeting Packet ○ Presentation Slides ○ Summary ○ Video
May 21	Contract Modification request approved by City Council	○ Mod. 1, Mod. 2, Mod. 3
June 27	PC Meeting: Review Div. 1 - General & Legislative Provisions; Division 2 – Procedures; Division 3 - Permits	○ Full Meeting Packet ○ Staff Report: Divisions 1-3 ○ Minutes ○ Video
July 11	PC Meeting: Div. 4 – Zoning and Land Use	○ Full Meeting Packet ○ Staff Report: Division 4 ○ Minutes ○ Video
July 25	PC Meeting: Div. 4 – Zoning and Land Use	○ Full Meeting Packet ○ Updated Staff Report: Division 4 ○ Minutes ○ Video
August 8	PC Meeting: Div. 4 – Zoning and Land Use	○ Full Meeting Packet ○ Minutes ○ Video
August 22	PC Meeting: Div. 5 – Community Design	○ Full Meeting Packet ○ Staff Report: Division 5 ○ Minutes ○ Video
September 12	PC Meeting: Div. 6 – Project Design	○ Full Meeting Packet ○ Staff Report: Division 6 ○ Minutes ○ Video
September 26	PC Meeting: Div. 6 – Project Design	○ Full Meeting Packet ○ Minutes ○ Video
October 10	PC Meeting Div. 6 - Project Design	○ Full Meeting Packet ○ Minutes ○ Video
October 24	PC Meeting: Div. 6 – Project Design	○ Full Meeting Packet ○ Minutes ○ Video
November 14	PC Meeting: Zoning map amendments overview Finish Div. 4 (19.43-.48)	○ Full Meeting Packet ○ Minutes ○ Video
November 28	PC Meeting: Issue wrap up	○ Full Meeting Packet ○ Minutes ○ Video

	December 19	3 rd Draft Released; DNS issued, Notice of public hearing/SEPA DNS issued	○ 3rd Draft Doc. ○ SEPA DNS & Checklist ○ Public Notice
2019	January 9	PC Public Hearing	○ Full Meeting Packet ○ Minutes ○ Video
	January 23	PC Public Hearing - continued	○ Full Meeting Packet ○ Minutes ○ Video
	February 27	PC Meeting: Wrap up items; deliberations	○ Full Meeting Packet ○ Minutes ○ Video
	March 13	PC Meeting: Public comments and major changes to 3 rd draft review; deliberations	○ Full Meeting Packet ○ Minutes ○ Video
	April 10	PC Meeting: Findings of Fact and Recommendation to City Council	○ Full Meeting Packet ○ PC Recommendation ○ Minutes ○ Video
	April 15	City Council Meeting: Introduction	



**Anacortes Planning Commission
Recorded Motion Regarding Amendments to the
Development Regulations and the Official Zoning Map**

Proposal Description:	Amendments to Anacortes Municipal Code (AMC) Title 19, <i>Unified Development Code</i> and the Official Zoning Map to provide clear, user-friendly development regulations and to implement key goals and policies of the Anacortes 2016 Comprehensive Plan. Proposed amendments include, but are not limited to: updates to definitions; application procedures; site plan and land division review standards; zoning and land uses, including permitted uses in zones, form and intensity standards, and supplemental use standards; community design provisions such as public street improvements, site access standards, and subdivision design; and project design provisions including streetscape standards, site planning, building design, off-street parking, landscaping, fences, and signs.
File Number:	PLN-2016-1017
Documents available at:	https://www.anacorteswa.gov/202/Development-Regulations-Design-Standards
Public hearing body:	Anacortes Planning Commission
Public hearing date:	January 9, 2019 and January 23, 2019
PC deliberations:	February 27, 2019 and March 13, 2019

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

A. Findings of Fact

Procedural & Public Engagement

1. The proposed amendments to the development regulations were initiated by the City in accordance the requirements of the Growth Management Act {RCW 36.70A.130} and with AMC 19.16.030(B), subsequent to the adoption of the 2016 Anacortes Comprehensive Plan.
2. The City held 3 public workshops and open houses on March 16, 2017, May 26, 2017, and November 16, 2017 to introduce and gather community feedback regarding the draft concepts and proposals for the amendments.
3. A dedicated project website was created, and project-related documents, including staff reports, drafts, and public comments, were posted for public review. An email distribution list was created and over 150 people signed up to receive regular email updates on the process.
4. The Planning Commission held work sessions to review the proposed amendments on June 27, 2018, July 11, 2018, July 25, 2018, August 8, 2018, August 22, 2018, September 12, 2018, September 26, 2018, October 10, 2018, October 24, 2018, November 14, 2018, and November 28, 2018. Public input was taken at all the work sessions. All meetings were broadcast on Channel 10 and streamed live on the City's website.
5. The proposed amendments were transmitted to the Washington State Department of Commerce for state agency review in accordance with RCW 36.70A.106 on October 18, 2018.
6. A State Environmental Policy Act (SEPA) Determination of Non-Significance (DNS) was issued for the proposal on December 19, 2018. The SEPA public comment and appeal deadline was January 11, 2019. One appeal of the DNS was filed. The parties are currently discussing settlement options for the appeal.
7. Timely and sufficient notice of public hearings and written comment periods was provided in accordance with AMC 19.16.070, including publishing notice on the project website on December 19, 2018, sending notice to the department's e-mail list on December 20, 2018, and publishing a paid notice in the December 26, 2018 Anacortes American. The notice was also posted in City Hall, the Post Office, and the Public Library on December 20, 2018, and mailed on December 21, 2018 to members of the public providing written comments previously and property owners owning property included in areas proposed for zoning map amendments.
8. Public hearings were held before the Planning Commission on January 9, 2019 and January 23, 2019. Twenty-five individuals provided testimony at the public hearings.
9. The written comment period ended on February 13, 2019. Over 145 individual written comment letters and emails were submitted over the course of the project process.

10. The Planning Commission deliberated on the proposal on February 27, 2019 and March 13, 2019.

Criteria for Approval

11. The proposed amendments are legislative actions under AMC Chapter 19.16, which applies to adoption and amendment of implementing development regulations and area-wide changes to the Official Zoning Map.
12. AMC 19.16.080(B) provides the elements that the Planning Commission must consider in making its recommendation to City Council. These elements are:

- a. Public hearing testimony and written comment received during any public comment period;**

The public engagement process undertaken is outlined in the Procedural and Public Engagement section of these findings. Written public comments received were compiled by the City's consultant, MAKERS Urban Design and Architecture, and city staff ("the project team") into a consolidated document which included project team responses to comments. The public comments were particularly valuable in the Planning Commission and project team's analysis of the code and led to numerous recommendations for refining the code and identifying minor edits.

- b. Recommendations and analysis from relevant city advisory groups;**

Recommendations and analysis provided by the 2016 Comprehensive Plan Community Advisory Committee are incorporated into the adopted 2016 Comprehensive Plan goals and policies, many of which are being implemented by this proposal.

The City Council Planning Committee and Housing Affordability & Community Services Committee provided feedback and guidance on early drafts of the proposals. Additionally, City staff met with local builders and contractors to gain feedback regarding proposals for bonus incentives to achieve affordable housing, and solicited input from Anacortes Bicycle & Pedestrian Advisory Committee and the Anacortes Historic Preservation Board.

- c. Staff recommendations and analysis;**

Throughout the Planning Commission work sessions in 2018, based on feedback received during meetings, the project team provided staff reports containing analysis and potential options for Planning Commission consideration and direction. The analysis and discussions were helpful to the Planning Commission in refining their recommendations.

- d. Legal advice;**

The Planning Commission has considered the advice of the City Attorney's office in making these findings.

The City utilized the State Attorney General Advisory Memorandum: Avoiding Unconstitutional Takings of Private Property for evaluating constitutional issues, in conjunction with and to inform its review of the proposal to assure that proposed regulatory or administrative actions did not result in an unconstitutional taking of private property, consistent with RCW 36.70A.370(2).

e. Consistency of the proposal with the Comprehensive Plan.

A primary objective of the development regulation amendments is to implement key goals and policies of the 2016 Anacortes Comprehensive Plan. The goals and policies provide guidance and policy direction in the establishment of said development regulations.

The Planning Commission finds and concludes that the development regulation amendments proposed in the “Planning Commission / 3rd Draft”, released on December 18, 2018, subject to the changes identified in **Attachment A**, and the proposed zoning map amendments shown in **Attachment B**, are consistent with the Comprehensive Plan goals and policies as detailed below.

Consistency with the Anacortes Comprehensive Plan

13. The proposal integrates strategic updates to improve organization and usability, clarity, and new content to implement the 2016 Comprehensive Plan, which is supported by the following Comprehensive Plan policies:

***LU-11.2.** Adopt user-friendly and coordinated development regulations that facilitate Anacortes’s preferred land use pattern (e.g. allowed density, uses, and site provisions).*

***ED-7.1** Provide an efficient, clear and economical permitting process as a means of enhancing the City’s goal for quality customer service.*

***ED-7.2.** Craft land use and development regulations that offer a balance of predictability and flexibility.*

14. The proposed amendments to the Official Zoning Map (**Attachment B**) are consistent with the Comprehensive Plan’s Future Land Use Map. Proposed updates to existing zones, and new implementing zoning designations established in new Chapter 19.40, Zones, are consistent with Comprehensive Plan Table LU-1, *Land Use Designations* and Table LU-2 *Overlay Designations*.

15. The City received numerous comments relating to the proposed rezoning to R2A a portion of the existing R2 zone located between the Anacortes Airport and Little Cranberry Lake, south of approximately West 6th Street. An alternative option to retain the present R2 designation for this area was presented by staff at the March 13, 2019 Planning Commission meeting.

Comprehensive Plan Table LU-1 *Residential Low Density 2* provides guidance for designation of R2A areas: “...Explore option for 6,000 sq. ft. lots where compatible with existing development (east of Anacopper Mine Rd.).” The majority of the R2 areas east of Anacopper

Mine Road are made up of 3000 sq. ft. platted lots in a grid pattern (with blocks with alleys). Generally, contiguous lots have been combined to meet the minimum lot size and built on. The development pattern of the subject area has been altered through replatting to better suit the area's more challenging topography and geology, which consists of steep slopes and rock, and resulted in elimination of the historic grid pattern of lots.

Due to the unique physical constraints in this area, the alternative boundary retaining the lower density R2 designation is consistent with the Comprehensive Plan. The Commission recommends retaining the R2 designation in the subject area, but recommends that the public be provided opportunity to comment on the revised R2A boundary proposal prior to Council action.

16. The correction to the Official Zoning Map affecting Parcel numbers P31737, P31705, P31735, P31741, P31740, P31738, P31739, and portions of P31702 is consistent with City-issued approval documents from December 19, 2001 and January 7, 2002, which identify the subject area's zone designation as Light Manufacturing (LM). According to staff research of City records, there having been no subsequent site specific or area wide rezones impacting said properties; therefore, the correction constitutes a correction only, not a map amendment.
17. The proposal reorganizes and updates the permitted uses for all zoning designations into more user-friendly tables. The proposed use types and locations are consistent with the guidance in Comprehensive Plan Table LU-1, *Land Use Designations* and Table LU-2 *Overlay Designations*, and other goals and policies of the Comprehensive Plan, including the following:

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

[Note: LU-6.1 subsections a-h guide appropriate use zones for each housing type, including accessory dwelling units, small lot single family, cottage housing, duplexes, triplexes, townhouses, senior and assisted housing, walk up apartments and stacked flats, and live-work units, and provide design provision considerations to promote livability and compatibility with surrounding uses].

LU-6.5. Allow some compatible nonresidential uses in residential zones, such as appropriately scaled schools, neighborhood-scaled grocery stores, religious facilities, home occupations, parks, open spaces, and other uses that provide places for people to gather, senior centers and daycare centers. Maintain standards in the zoning code for locating and designing these uses in a manner that respects the character and scale of the neighborhood.

LU-7.1. Maintain and strengthen downtown as the center for civic, retail, cultural, dining and entertainment activity in Anacortes.

A. Encourage a mixture of uses downtown, including restaurants and taverns, retail, office, civic, cultural, lodging and residential uses to support day and evening activities for all ages.

B. Encourage more opportunities for people to live downtown through regulatory changes and proactive communication with property owners and development community. Key concepts: Integrate zoning flexibility to allow single purpose multifamily residential on most side streets.

LU-8.3.A. Preserve Industrial-zoned land south of 22nd St. for future industrial businesses and potential for green industries.

LU-9.4. [In Industrial & Manufacturing Areas] [L]imit non-industrial uses to those that are complementary to industrial activities in terms of access, circulation, public safety, hours of operation and other land use activities.

ED-2.10. Strive to provide for a range of sites for a variety of retail development including sites that serve auto-oriented customers as well as those serving pedestrians.

ED-4.4. Provide for adequate sites for supportive uses near marine dependent uses.

18. The proposal provides new definitions and standards for housing types, including small lot single family, accessory dwelling units, cottages, duplexes and triplexes, townhouses, and multifamily. The standards are consistent with the Comprehensive Plan Table LU-1, *Land Use Designations* and Table LU-2 *Overlay Designations*, and other goals and policies of the Comprehensive Plan, including the following:

LU-6. Preserve and enhance the quality, character and function of Anacortes's residential neighborhoods.

LU-6.3. Adopt design standards for small lot single family development to gracefully integrate these uses into existing neighborhoods in ways that maintain general neighborhood scale and character. Key concepts to consider in the design standards:

- A covered entry facing the street.
- Minimize the impacts of garages on driveways on the streetscape.
- Provide usable open space on all single family lots.
- Maximum floor area ratio to better insure that homes are proportional to lot sizes.
- Minimum amount of façade transparency to promote more "eyes on the street" for safety and to create a welcoming streetscape.

LU-6.4. Adopt design standards for new multifamily development to promote neighborhood compatibility, enhance the livability of new housing and enhance the character of residential and mixed-use areas. Key concepts to emphasize in the design standards:

- Emphasize pedestrian oriented building frontages.
- Emphasize façade articulation consistent with neighborhoods scale.
- Integrate high quality durable building materials and human scaled detailing.
- Provide for usable open space for residents.

- *Provide compatible site edges and sensitive service area design.*
- *Provide for vehicular access and storage while minimizing visual and safety impacts of vehicles.*
- *Integrate landscaping elements to soften building elevations, enhance neighborhoods compatibility, and improve the setting for residents.*

H-2.1. *Encourage housing types and design that reinforce and enhance the character and scale of established neighborhood development patterns.*

H-2.2. *Develop design guidelines, standards, or other measures to achieve the following benefits:*

- *Allow growth without sacrificing Anacortes's unique small town character.*
- *Facilitate compatibility between existing and new housing.*
- *Integrate and connect multifamily developments with surrounding development to enhance a sense of community in the neighborhood.*
- *Allow for compatible integration of attached and detached accessory dwelling units in residential neighborhoods.*

19. The proposal provides new definitions and supplemental use standards for commercial, industrial, and public, institutional and open space uses, including unique use permissions and special standards where applicable. The updated terms and definitions will provide more clarity and predictability to the zoning provisions. The standards are consistent with Comprehensive Plan Table LU-1, *Land Use Designations* and Table LU-2, *Overlay Designations*.

20. The proposal establishes the new Marine Mixed Use (MMU) zone, designates areas zoned MMU, and provides applicable development regulations. Comprehensive Plan Table LU-1, *Land Use Designations*, provides guidance in developing applicable regulations.

Table LU-1 (Marine Mixed Use). *Purpose: The designation provides for a special mix of commercial, cultural, recreational, and residential uses in a high amenity area along the waterfront. The design of uses is intended to emphasize the unique marine setting by providing marine access and views from public spaces and establishing/maintaining a pedestrian-friendly character.*

Principal uses & Density: The primary uses are commercial, hospitality, cultural, and recreational uses. Residential uses are encouraged in mixed-use structures and allowed in single purpose structures provided development include a horizontal mix of uses. Multi-story buildings are encouraged provided they are designed and oriented to provide public marine views and integrate human-scaled design details. New residential uses must feature transit-supportive densities (at least 15 units/acre).

In determining the appropriate recommended “horizontal mix of uses”, the Planning Commission considered analyses of the site by MAKERS, comments received from the property owner and the general public, and other goals and policies of the Comprehensive

Plan as they relate to economic development, industrial capacity, housing, public amenities, and the vision for the Central Business District. The Commission recommends that single-purpose residential buildings (multifamily, townhouse, and group home developments) be limited to 60 percent of the site area.

Policy LU-8.4 directs the regulations to provide for building heights up to four stories with the ability to go to six stories via incentives for public amenities, desired mix of uses, and/or integration of special design features. Consistent with this directive, the proposal includes a menu of height bonus incentive features that could be incorporated into development in this area to achieve the increased building height in the portion of the MMU zone east of Q Avenue.

21. The proposal reorganizes and updates the form and intensity standards for all zoning designations into more user-friendly tables. The standards are consistent with the Comprehensive Plan Table LU-1, *Land Use Designations* and Table LU-2, *Overlay Designations*, and other goals and policies of the Comprehensive Plan, including the following:

***LU11-1.** Plan for anticipated growth within the city to protect surrounding forest and parklands, and minimizing sprawl, while strengthening Anacortes's unique marine character and intensity. (A) Provide for residential infill development opportunities through the city, but focus the highest intensity residential uses close to commercial and community services and transit.*

***H-1.5.** Encourage infill development on vacant or under-utilized land.*

***H-1.6.** Evaluate barriers to achieving increased density in multifamily residential and mixed use zones and revise regulations if appropriate.*

***H-2.1.** Encourage housing types and design that reinforce and enhance the character and scale of established neighborhood development patterns.*

22. The proposal provides opportunities to achieve bonus height in the R4 zone when affordable units meeting certain criteria are integrated into a development. These provisions are supported by the following Comprehensive Plan policies:

***LU-6.6.** Explore the development of zoning incentives to help meet housing diversity and affordability goals. Examples could include residential density bonuses, variations in allowed housing type, or flexibility in regulations, if a proposal meets community goals for affordable senior, size-limited or other types of innovative housing.*

***H-3.4.** Support both rental and ownership forms of affordable housing in a variety of types and sizes.*

In order promote additional multifamily and rental housing supply, the Commission recommends that a size-limited, small unit option be added to the incentives for achieving additional building height in the R4 zone, as outlined in **Attachment A**.

23. The proposal includes updates to requirements for public street improvements, public street design, private driveways and access, and subdivision design and block structure to provide clear objectives for subdivisions and other applicable development. The updated street and access standards were coordinated with the Anacortes Public Works Engineering Department and the Anacortes Fire Department to maintain the safety of all road users and ensure consistency with emergency response needs. Supporting Comprehensive Plan policies include:

H-1.8. Provide for flexibility in subdivision development in order to promote environmental protection, encourage infill development, enhance neighborhood character, employ low impact development techniques, and other similar goals.

EC-4.5. Require new and redevelopment to utilize stormwater best management practices, such as Low Impact Development and other natural drainage techniques.

T-4.2. When feasible, design and operate transportation facilities in a manner that emphasizes community character and is compatible with and integrated into the natural and built environment including features, such as street trees, natural drainage, native plantings, and local design themes.

T-4.5. Plan and develop a citywide transportation system that reduces greenhouse gas emissions by shortening trip length and replacing vehicle trips with other modes of transportation by implementing higher density and mixed-use development, and encouraging ride-sharing, public transit, and non-motorized transportation to decrease vehicle miles traveled.

24. The proposal includes new project design provisions, including block frontage standards, and site and building design standards for multifamily and most nonresidential development. These provisions implement the Comprehensive Plan's goal of promoting compatible pedestrian-oriented development that respects Anacortes's historic character and small town scale while strengthening its unique marine identity (Goal LU-2), as well as other policies as identified below.

LU-2.1. Adopt and administer user-friendly design standards and guidelines for commercial and multi-family development that emphasize the concepts below. Evaluate the effectiveness of adopted standards and guidelines over time and make adjustments necessary to achieve community design goals and policies.

E. Integrate opportunities for flexibility in the design guidelines by allowing multiple ways of achieving standards and allowing strategic design departures provided the project meets the design intent.

LU-6.4. *Adopt design standards for new multifamily development to promote neighborhood compatibility, enhance the livability of new housing, and enhance the character of residential and mixed-use areas.*

LU-7.1.C. *Craft and apply form-based design standards for downtown...*

LU-7.2.C. *Craft and apply form-based design standards for South Commercial Avenue...*

LU-8.4. *Adopt form-based design standards for the central Fidalgo Bay waterfront that promote coordinated development that enhances Anacortes's unique marine character...*

Consistent with Policy LU-2.1.E, "departure" opportunities are offered to specific development standards to provide applicants with the option of proposing alternative design treatments provided such departures meet the purpose of the particular standard. The Commission recommends that, after two years, staff prepare an evaluation of how the departure provisions are working and present the evaluation to Planning Commission and City Council to consider whether any adjustments to departure provisions are necessary.

25. The proposal integrates strategic updates to off-street parking standards to implement the 2016 Comprehensive Plan and the recommendations of the 2015 Anacortes Parking Study, which is supported by the following Comprehensive Plan policies:

LU-7.1. *Maintain and strengthen downtown as the center for civic, retail, cultural, dining and entertainment activity in Anacortes.*

[Note: LU-7.1 subsections a-i contain several policies for parking, which are summarized below].

- *Consider increasing flexibility for minimum parking requirements.*
- *Locate and design off-street parking to minimize impacts to the retail and pedestrian environment.*
- *Encourage multi-story construction with underground or structured parking that facilitates transit-friendly densities and vibrant pedestrian-oriented streetscapes.*
- *Prioritize and implement recommendations in the Anacortes Parking Study, which identifies short and long-term strategies and alternatives for providing additional and better management of downtown public parking*

ED-2.13. *Provide for adequate, convenient, and safe parking for cars and bicycles in all commercial areas.*

T-2.28. *Be flexible with development standards to promote infill by allowing alternate ways, such as...modified parking requirements...*

T-3.23. *Provide adequate parking space in high demand areas by:*

[Note: T-3.23 subsections a-h contain several policies for parking, which are summarized below].

- *Investigat[e] opportunities to reduce parking requirements*
- *Identify minimum and maximum parking standards*
- *Develop a 'fee-in-lieu-of' parking space fee program for projects which are unable to meet on-site parking requirements and use these funds to provide parking or save for a larger parking project.*

26. The proposal reorganizes and updates the landscaping, fences/walls/hedges, and sign regulations into a more user-friendly format, including frequent use of illustrations and tables. Updates to the sign code are designed to recognize a recent U.S. Supreme Court's decision affecting the local government regulation of signs. Applicable supporting Comprehensive Plan policies include:

LU-2.1.A. Employ site and building design techniques that promote safe and inviting pedestrian access and connections...

LU-2.1.F. Encourage the use of landscaping elements as a defining feature of Anacortes's character.

LU-7.2. Strengthen the visual appearance and economic vitality of South Commercial Avenue.

LU-11.2. Adopt user-friendly and coordinated development regulations that facilitate Anacortes's preferred land use pattern.

B. Reasons for Action

Having made the Findings set forth above, the Planning Commission makes the following conclusions:

1. The proposed development regulations and zoning map amendments were reviewed through the review process as required by AMC 19.16 Legislative Actions. The Planning Commission is responsible for reviewing and making a recommendation to City Council on development regulation and zoning map amendments.
2. The Planning Commission determined that the proposed amendments are consistent with the:
 - Requirements of the Growth Management Act (RCW 36.70A.130)
 - Anacortes Comprehensive Plan
 - Anacortes Municipal Code (Chapter 19.16 Legislative Actions)

C. Recommendation

The Planning Commission recommends that the City Council:

1. Approve the proposed amendments to the development regulations as presented in the "Planning Commission / 3rd Draft", dated December 18, 2018, subject to the changes identified in **Attachment A**; and
2. Approve the proposed amendments to the Official Zoning Map as shown in **Attachment B**, after holding a public hearing to allow additional public comment opportunity regarding the R2A zoning designation generally south of West 6th St., between the Anacortes Airport and Little Cranberry ACFL.

This recorded motion approved April 10, 2019:

Commission Vote	Support	Oppose	Absent	Abstain
Jeremy McNett, Chair	X			
Amber Moffitt	X			
Christine Cleland-McGrath, Vice Chair	X			
Jeff Mount	X			
Andrea Doll	X			
Jeff Graf	X			
Ward MacKenzie	X			
Total	7	0	0	0

ANACORTES PLANNING COMMISSION
ANACORTES, WASHINGTON



Jeremy McNett, Planning Commission Chair

4-11-19

Date

Anacortes Development Regulations 3rd Draft Major Changes

March 13, 2019

The following table lists the most major changes in the 3rd draft the Anacortes Development Regulations between publication on December 18, 2018 and April 3, 2019 resulting from internal staff discussion, legal review, Planning Commission direction, and response to public comments.

New or updated text is highlighted in yellow.

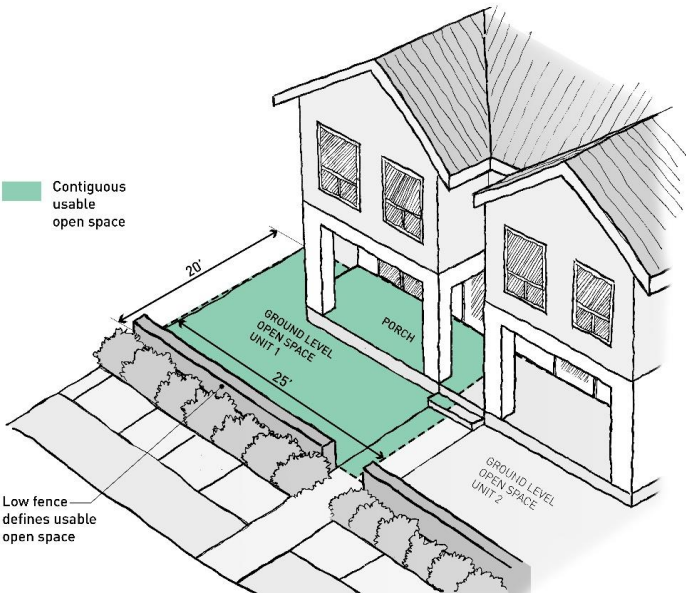
AMC Reference	Recommended Change
19.12, Definitions	<i>Addition resulting from staff direction.</i> “Best management practice” (BMP) means the schedules of activities, prohibitions of practices, maintenance procedures, and structural and/or managerial practices, that when used single or in combination, prevent or reduce the release of pollutants and other adverse impacts to waters of Washington State. <i>Addition resulting from internal/staff discussion.</i> “Building frontage” refers to the “façade” or street-facing elevation of a building. For buildings not adjacent to a street, it refers to the building elevation(s) that features the primary entrance to the uses within the building. Depending on the context the term is used in, it may also refer to the uses within the building. For example, a “storefront” is a type of building frontage. <i>Addition resulting from public comment requesting clarity on the option for car-sharing services to replace some required parking spaces.</i> “Car-sharing provider” means a membership-based and licensed business that offers use of motor vehicles 24 hours a day and seven days a week to members who reserve vehicles in advance, and that charges members for the time and/or miles. <i>Addition resulting from staff direction.</i> “Low impact development best management practice” (LID BMP) means distributed stormwater management practices, integrated into a project design, that emphasize pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation, and transpiration. LID BMPs include, but are not limited to: bioretention, rain gardens, permeable pavements, roof downspout controls,

AMC Reference	Recommended Change
	dispersion, soil quality and depth, minimal excavation foundations, vegetated roofs, and water re-use. <i>Addition resulting from public comments regarding museums in residential zones and internal/staff discussion.</i> “Museum” means a type of civic use defined in AMC 19.44.020(C)(4). <i>Addition resulting from internal/staff discussion.</i> “Religious institution” means any building used for non-profit purposes by an established religious organization holding either tax exempt status under Section 501(c)(3) of the Internal Revenue Code or under the state property tax law, where such building is primarily intended to be used as a place of worship. The term includes, but is not necessarily limited to, church, temple, synagogue, and mosque. <i>Addition resulting from staff direction.</i> “Stormwater facility” means a constructed component of a stormwater drainage system, designed or constructed to perform a particular function, or multiple functions. Stormwater facilities include, but are not limited to, pipes, swales, ditches, culverts, street gutters, detention ponds, retention ponds, constructed wetlands, infiltration devices, catch basins, oil/water separators, and biofiltration swales.
19.30.030(C), Site plan application requirements	<i>Update resulting from public comments concerned with burdening small scale developments under 30 feet in height and the need for clarity on how detailed the visualization must be.</i> C. The department may optionally request a three-dimensional visualization of proposed development that will exceed a building height of 40 feet to help determine compliance with applicable building design standards (AMC Chapter 19.63).
Table 19.41.050, Principal uses permitted in residential zones	<i>Update resulting from public comments regarding museums in residential zones and internal/staff discussion.</i> Museums added to use table to clarify they are not allowed in any residential zone. <i>Update resulting from internal/staff discussion.</i> Adult family home permissions updated to match single-family permissions in mixed-use/industrial zones per state law.

AMC Reference	Recommended Change
Table 19.41.050 Principal uses permitted in mixed-use and industrial zones	<i>Update resulting from public comments regarding museums in residential zones and internal/staff discussion.</i> Museum added as a specific type of Civic use in several zones. <i>Update resulting from internal/staff discussion.</i> Gas stations added as a special retail sales use.
Table 19.42.020, Form and intensity standards for residential zones	<i>Update resulting from internal/staff discussion.</i> Cross-references added to Old Town form and intensity standards, and adjustments made to lot coverage and setback standards to match current standards and/or the R3 zone. <i>Update resulting from public comments on the matter.</i> Adjustments made to the R4 and R4A minimum lot width circle for consistency with other zones. <i>Update resulting from public comments on the matter.</i> R2A lot coverage maximum changed from 35% to 40%. <i>Update resulting from public comments concerning how this standard may affect lot and home design.</i> Minimum street setback - garage adjusted to 20 feet in most zones. <i>Update resulting from public comments on the matter.</i> Cross-references added for MMU base height to clarify difference in the zones east and west of Q Avenue.
19.42.050, Bonus incentives in the R1 zone	<i>Due to concerns among public comments, Planning Commissioners, and staff, this section is proposed for removal and re-addressing in a future public process.</i>

AMC Reference	Recommended Change
19.42.060, Bonus incentives in the R4 zone	<i>Updates resulting from Planning Commission direction and public comments requesting greater options for affordable housing bonus incentives. Option 1 is new and Option 2 was present in previous drafts.</i> A. Purpose. To allow flexibility in building height in exchange for the integration of affordable dwelling units into the development. B. Applicability. Height bonuses are available to development in the R4 zone as established in Chapter 19.42 Form and Intensity Standards provided it complies with one of the affordable housing options in this section. C. Option 1: Small units. Developments where at least 25 percent of the total dwelling units contain no more than 600 square feet of gross floor area qualify for the height bonus. D. Option 2: Affordable units. Developments that integrate affordable dwelling units per the standards below qualify for the height bonus.
19.42.070(A)(1), Bonus incentives in the MMU zone <u>west</u> of Q Avenue	<i>Update resulting from public comment.</i> I. Applicants must conduct a three-dimensional visual analysis to examine views of the development from at least three vantage points (including surrounding streets and other public vantage points as selected by the director) to help ensure that the proposed building(s) do not adversely impact the general vicinity.
Table 19.42.070, Bonus incentives in the MMU zone <u>east</u> of Q Avenue	<i>In response to numerous public comments and Planning Commission direction, the following clarifications and updates are suggested for the public benefit options.</i> I. Vertical mixed-use building design: Ground level spaces designed to accommodate non-residential uses must occupy at least 50% of the building's primary façade. Such spaces must be at least 50' deep and contain 13' minimum floor to ceiling heights. Residential lobbies and structured parking areas do not qualify as non-residential space for the purposes of this incentive option. 4. Integrate ornamental stormwater management features. Include creative and expressive techniques to celebrate stormwater management. The feature must be a significant visible design feature of the site and must include educational signage or a plaque explaining the incorporated stormwater techniques as determined and approved by the City. The design and management plan for the features must demonstrate long term success of the ornamental stormwater management element.

AMC Reference	Recommended Change
	7. Integration of permanent public art in visible location. This could include a mural, mosaic, sculptural element, or gateway feature that is clearly recognizable as public art as determined by the director in consultation with the City of Anacortes Arts Commission. Feature may be located in a plaza, within the streetscape adjacent to the building, and/or on the building. Off-site features may be considered by the City provided they are placed within the Central Waterfront MMU zone. To qualify as an amenity, the estimated cost of the feature must be at least 1% of the construction cost of the development. 8. Exceptional landscaping display in visible location. The display must cover an area equal to at least 2% of the development site and function as a prominent visual feature of the development. The design and management plan for the landscaping display must demonstrate long term success of the landscaping elements. See examples below. 12. Other similar features that function as a permanent public amenity. Such features must be comparable in cost and public benefit to the features above.
19.42.130(D), Setback types and measurements	<i>Update resulting from public comment.</i> D. Interior side setback - upper floors. The interior side setback for the portion of the building above the floor level of the second floor is measured as provided in subsection (C) above, except the measurement is to the portion of the structure above the floor level of the second floor.

AMC Reference	Recommended Change
19.43.010(E)(2) and (F)(2), Triplexes and duplexes	<i>Updated open space design standard resulting from several public comments and internal/staff discussion.</i> b. See AMC 19.53.030 for general driveway and access easement standards. Separate driveways are permitted for each unit provided each driveway is limited to 12 feet in width and meets driveway separation standards in AMC 19.53.030(D). c. Standards for minimum useable open space. i. All new duplex units must provide a contiguous open space with a minimum dimension of 15 feet on all sides. ii. The minimum collective size of usable open space is 10 percent of the lot area. For example, an 8,000 square foot lot would require at least 800 square feet of usable open space, which could include separate 20 feet by 20 feet usable open spaces for each unit. iii. Where the usable open space is configured within the street setback, the open space must be defined with a fence or wall (meeting the standards of AMC Chapter 19.66). See Figure 19.43.010(E)(2)(d) for an example. iv. Covered but unenclosed decks and porches may be used as a part of the usable open space provided they are a part of a space that meets the standards herein. Figure 19.43.010 (E)(2)(c) Example of integrating a duplex's minimum usable open space into the street setback.  The diagram shows a two-story duplex with two units. Each unit has a designated 'GROUND LEVEL OPEN SPACE' at the front. A 'PORCH' is located between the two units. A 'Low fence' runs along the front of the property, defining the 'usable open space'. Dimensions are indicated: a 20' wide section for Unit 1 and a 25' wide section for Unit 2. A legend indicates that the green shaded area represents 'Contiguous usable open space'.

AMC Reference	Recommended Change
19.43.010(G)(10), Townhouses	<i>Update resulting from internal/staff discussion.</i> 10. Usable open space. Townhouse dwelling units must provide open space at least equal to ten percent of the gross floor area. The required open space may be provided by one or more of the following: a. Private ground level open space that is directly adjacent and accessible to dwelling units. Such space must have minimum dimensions of at least 12 feet on all sides and be configured to accommodate human activity such as outdoor eating, gardening, toddler play, etc. Street setbacks may be used to meet this standard, provided they are defined with a fence (meeting standards of AMC Chapter 19.66 Fences, Walls & Hedges). b. Balconies, roof decks or porches. c. Shared open space that meets the design requirements of AMC 19.62.040(B)(2), provided such space is visible and directly accessible to townhouse dwelling units. Individual private open spaces for one unit that exceed the open space standards may not be used to help meet the open space standards for other dwelling units. Shared open spaces that meet the standards of subsection (c) above, however, may be used to supplement private open spaces meeting subsections (a) and (b) above to help dwelling units meet the usable open space standards herein.  The image is an aerial photograph of a residential development consisting of several rows of townhouses. In the center of the development is a rectangular green space with a grassy lawn and some trees. A label 'Freedom Park' is overlaid on the image in green text. The townhouses are arranged in a grid-like pattern around the central park area. “Freedom Park” qualifies as shared open space and may be used to help those townhouses adjacent to the space meet their minimum usable open space requirements.

AMC Reference	Recommended Change
19.43.010(H)(3), Multifamily in the MMU zone	<i>Update resulting from Planning Commission direction, including a clarification of how single-purpose residential buildings and mixed-use buildings are defined for the purpose of the MMU zone east of Q Avenue.</i> b. Multifamily family dwellings and other permitted residential uses within single purpose buildings* may cover up to 60 percent of the site area (parcel or contiguous parcels held under common ownership) provided they meet access, site and building design standards in this title. Associated parking, landscaping, open space, and other facilities accessory to the residential uses are included within the site area limitation. The maximum percentage may be increased through a framework development plan (AMC 19.61.180). * Mixed-use buildings that meet the following criteria are not considered a single-purpose residential building: i. At least 50 percent of the ground level building frontage is designed to accommodate non-residential uses meeting the interior space requirements in subsections (ii) and (iii) below. ii. Spaces feature 13-foot minimum floor to ceiling height. iii. Spaces are at least 50 feet deep.
19.43.010(H)(5), Multifamily in the MS zone	<i>Update resulting from public comment and internal/staff discussion.</i> 5. MS zone standards: a. Multifamily dwellings are conditionally permitted west of Commercial Avenue and south of 2nd Street.
19.43.020(B), Adult family homes	<i>Update to maintain consistency with state law regarding adult family home permitting.</i> 2. Standards. a. An adult family home must be licensed under RCW 80.128. b. Use permissions in the CBD and C zones: i. An adult family home is permitted use when in an existing single family dwelling. ii. An adult family home is conditionally permitted when within an existing building that was a single-family residence at some time in its past. iii. An adult family home within a newly constructed single family dwelling is not allowed. c. Use permissions in the LM zone: i. An adult family home is permitted use when in an existing single family dwelling. iii. An adult family home within a newly constructed single family dwelling is conditionally permitted.

AMC Reference	Recommended Change
19.43.020(C), (D), and (E), Group living standards	<i>Design standard clarification added to Assisted living facility, Nursing home, and Rooming house.</i> a. Design standards. For the purpose of meeting the project design standards of Division 6, except for AMC 19.64 Parking, this use is considered a multifamily use when interpreting applicability provisions.
19.44.070(A), Passenger terminal	<i>Updates resulting from public comment.</i> A. Passenger terminal use category. Facilities for the takeoff and landing of planes and helicopters, and facilities for trains, boats, buses, taxis or limo services. Passenger terminal includes, but is not limited to: 1. Airport. 2. Airfield, landing strip. 3. Bus passenger terminal, multi-modal facility. 4. Heliport. 5. Railroad station. 6. Taxi dispatch center, limousine service. 7. Ferry terminal, passenger boat terminal.
19.44.120(E)(3), Special retail sales uses	<i>New definition to improve interpretation of land use tables.</i> 3. Gas station. a. Definition. A retail use that primarily involving automobile fuels. Gas stations include specialized structures for selling fuel and fuel storage tanks, often underground. These establishments may provide incidental services such as automobile maintenance/repair, car washing, and the sale of food and other convenience items (including drive-through restaurants).
19.45.040(B), Research and development use standards	<i>New standard resulting from public comment and internal/staff discussion.</i> B. Research and development use standards. 1. Such uses in the C, CBD, and MMU zones must occur within a fully-enclosed building. 2. In the MMU zone, the use of outdoor areas for final product assembly and transportation-related activities are permitted, provided that screening of such outdoor uses mitigates the impacts of planned activities. Screening options include fencing (AMC Chapter 19.66) and Type A or B Landscaping (AMC 19.65.060)

AMC Reference	Recommended Change
19.46.020(A), Civic	<i>Note added to improve clarification of how trade schools are interpreted in the land use tables.</i> NOTE: This category does not include: - Government offices - which falls under Office use - Trade, vocational, or business school - which falls under Office use - Public safety facilities - which falls under General service use - Municipal service facilities - which falls under General service use
19.46.020(C), Civic	<i>Additional definition and standard resulting from public comments regarding museums in residential zones and internal/staff discussion.</i> 4. Museums. a. Definition. A room or building for exhibiting, or an institution in charge of, a collection of books, or artistic, historical, or scientific objects.
19.46.040(C)(2), Sustainable energy generation systems	<i>Clarification on use classification resulting from internal/staff discussion and Planning Commission comment.</i> a. Principal and accessory use classification. The sustainable energy generation system is a principal use when it generates or has the potential to generate more electricity than needed for buildings and facilities on the site it is located and sends or has the potential to send excess electricity off-site. Systems that only generate electricity for on-site use are accessory (see AMC 19.47.010-.020 for accessory use and structure standards), unless the director determines the system is a principal use based on system characteristics such as size, design, or off-site impacts. Exception: Solar energy systems attached to a rooftop and which send excess electricity off-site may be considered an accessory use.
19.47.020(B)(1)(c), Accessory structures	<i>Update to retain current accessory structure standard.</i> iii. Rear setbacks not adjacent to a platted alley. (A) Five feet, for accessory structures no larger than 144 square feet and 12 feet in height.
19.47.030(C)(5), Accessory dwelling units	<i>Update resulting from public comments.</i> b. Height limits for detached ADUs are: i. 20 feet where the roof pitch is less than 6:12. ii. 25 feet where the roof pitch is 6:12 or greater. Exception: ADU height and roof pitch adjustments may be needed for structures to comply with the 45-degree height/setback plane provisions in subsection (C)(6)(a) below.

AMC Reference	Recommended Change
19.47.030(C)(9), Accessory dwelling units	<i>Addition resulting from public comment.</i> 9. Entrance. The entrance to the ADU must not be on the same side of the structure as the entrance to the principal residence, except when such entrance is not visible from the street as determined by the director. Exception: If an ADU is created within an existing residence which already has more than one existing exterior door on the same side, an existing door may be utilized for the ADU.
19.47.030(C)(11), Accessory dwelling units	<i>Addition resulting from Planning Commission direction.</i> 11. Owner occupancy. a. Either the principle or accessory dwelling unit must be occupied by an owner of the property for six or more months of each calendar year as the owner's permanent residence. "Owners" include title holders and contract purchasers. The applicant must record a notice against the property title with the county auditor, on forms provided by the department, describing this requirement. b. The Director may waive the requirement of subsection (a) for up to three years if a letter is submitted that provides evidence of good cause for the waiver. Good cause may include job dislocation, military deployment, sabbatical leave, education, or illness.
19.47.050, Caretaker residences	<i>Update resulting from public comment.</i> Caretaker or security residences are allowed in the LMI, CM2, MS, I, and HM zones provided they are accessory to a principal permitted use. See AMC 19.47.010 for general accessory use standards.
19.52.040(B), Interpretation of geometric street design tables	<i>Clarifications resulting from public comments.</i> 2. Landscaped area. Landscaped area contains vegetation, pedestrian amenities, utilities, and other roadside infrastructure. Street trees must be included according to the installation standards and requirements in the Anacortes Engineering Design Standards. When included, curbs are part of the landscaped area width. 3. Pavement width. Pavement width refers to the minimum width of the traveled way, bike lanes, and parking lanes. Parking lanes are optional and may be required in special circumstances to accommodate guest parking [AMC 19.64.030(B)], traffic calming, and/or applicable service deliveries and activities appropriate to the street context and/or typical to the size, type, and density of the proposed development. When included, parking lanes must be eight feet wide and designed to provide water quality treatment consistent with AMC Chapter 19.76 Stormwater and the adopted DOE Stormwater Management Manual. When included, gutters are part of the pavement width.

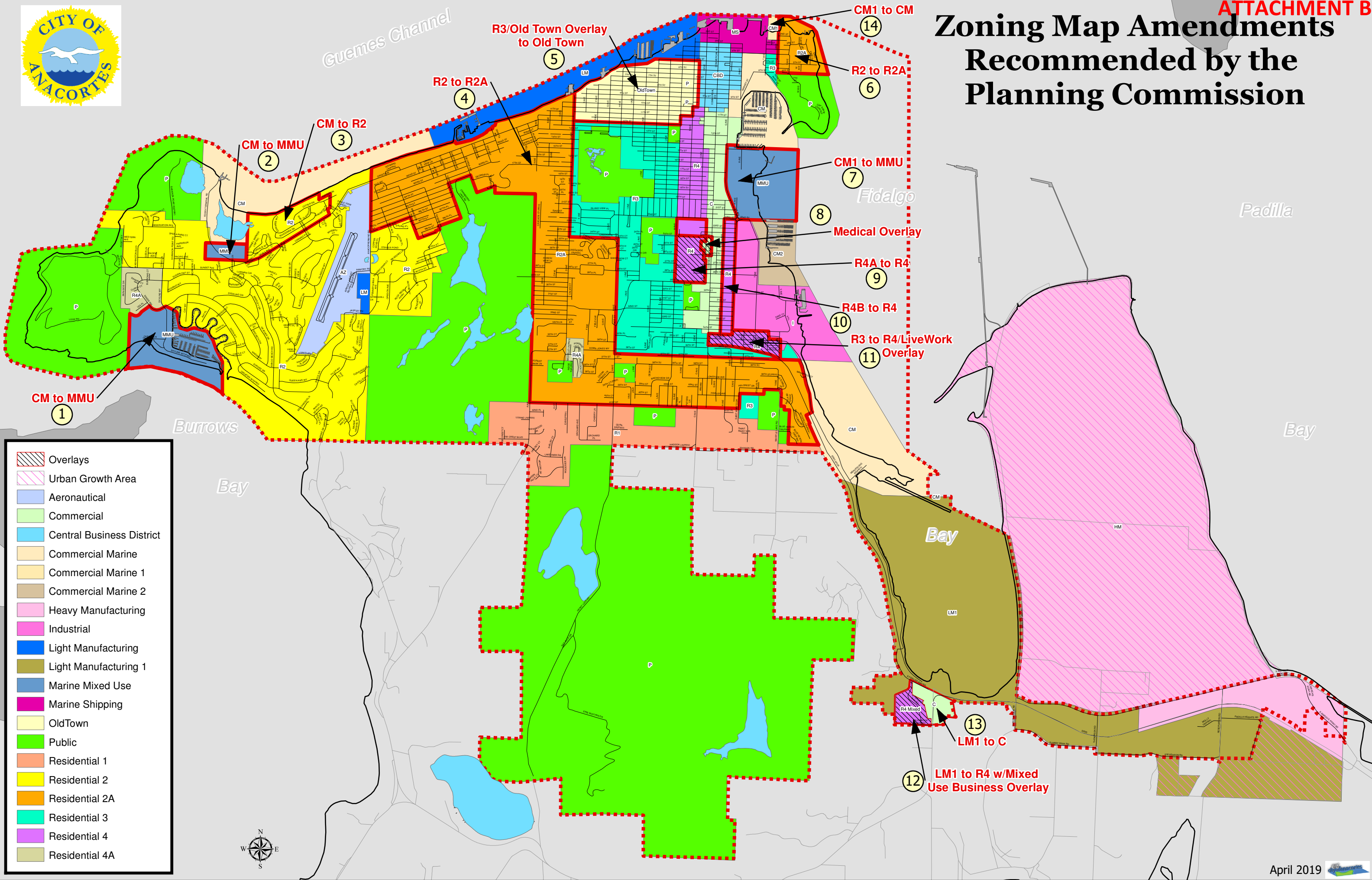
AMC Reference	Recommended Change
Table 19.52.040(A), Low-volume local street standards	<i>Addition resulting from internal/staff discussion and Planning Commission direction.</i> Parking pockets may be integrated into one or both sides of the street in place of landscaped areas for up to 50% of the street length provided wider planting strips and trees planted elsewhere along the street compensate for the displaced landscaped areas.
Table 19.52.040(E), Land design standards	<i>Update resulting from internal/staff discussion.</i> Lane street types are permitted for residential development accessing up to 9 dwelling units.
19.54.030, Open space/parks	<i>Additional standard resulting from staff direction.</i> Parks and open space integrated into residential subdivisions must meet the following design criteria: F. May include LID BMPs. Open spaces may include LID BMPs, like rain gardens, in up to 25 percent of subdivision open spaces (cumulative).
19.54.040(B), Lot design	<i>Update resulting from public comment.</i> B. General standards I. Zero lot line, reciprocal use easement lots, and shared access lots developments are allowed in all residential zones except Old Town (see AMC 19.42.160 for supplemental form and setback standards in Old Town).
19.61.040, Block frontage designation maps	<i>Update resulting from Planning Commission direction.</i> <i>On Commercial Avenue, designate the street "Undesignated" south of Downtown except retain the "Mixed" designation from 24th Street to 26th Street and retain the High Visibility Street Corners.</i>
19.62.040(B)(2), Shared multifamily open space design requirements	<i>Update resulting from staff direction.</i> j. Shared open spaces may include LID BMPs, like rain gardens, in up to 25-percent of the required open space.
19.62.040(D)(2), Pedestrian-oriented open space design criteria	<i>Update resulting from staff direction.</i> d. Pedestrian-oriented open spaces may include LID BMPs, like rain gardens, in up to 25 percent of the required open space.
19.62.050(D)(3), Pathway design	<i>Update resulting from public comment.</i> 3. Where a pedestrian pathway is adjacent to perpendicular or angled parking, an extra two feet of pathway width must be provided to accommodate parked vehicles overhanging the pathway unless wheel stops are installed to prevent parked vehicles from overhanging the curb.

AMC Reference	Recommended Change
19.63.050(B), Building materials	<i>Clarification resulting from public comment.</i> B. Quality building materials. Applicants must use high quality durable materials. This is most important for the base of buildings, particularly for commercial and mixed-use buildings where the façade is sited close to sidewalks. Stone, brick or tile masonry, architectural concrete or other similar highly durable materials must be used for at least the bottom two feet of the first floor façade on non-residential and mixed-use buildings (excluding window and door areas).
19.64.060(D), Modifications to parking requirements	<i>Update resulting from public comment requesting clarification on this provision and research from other jurisdictions.</i> D. Minimum off-street parking for uses in the C, MMU, LM, LMI, HM, MS, I, CM2, R3, R3A, and R4 zones may be reduced from the requirements of Table 19.64.040 with any of the following options: 4. For new residential uses with 20 or more dwelling units, three parking spaces may be replaced by one space reserved for a car-sharing provider. Use of this provision is limited to a 15 percent reduction in total parking spaces as determined by the director. A long-term agreement between the property owner and a car-sharing provider must be approved by the director. The agreement, along with a notice that the agreement is the basis for modified parking requirements under this chapter, must be recorded with the title to the property before a certificate of occupancy is issued.
19.64.100(A)(4), Bicycle parking requirements	<i>Addition resulting from research from other jurisdictions.</i> 4. Developments which require less than 10 vehicle parking spaces under the provisions of this chapter are exempt from these bicycle parking requirements.
19.65.040(B), Landscape plans	<i>Clarification resulting from public comment and internal/staff discussion.</i> B. Landscape plans must be completed by a Washington state licensed landscape architect or Washington-Certified Professional Horticulturalist (CPH) for multifamily and nonresidential developments with a development site area of 10,000 gross square feet or more.
19.65.040(C), Landscape plans	<i>Addition resulting from public comment and internal/staff discussion.</i> 11. The location of existing trees to be preserved, or new trees to be planted, in conformance with AMC Chapter 16.50 Tree Preservation, when applicable.

AMC Reference	Recommended Change
19.65.060(A), Type A, B, and C landscaping	<i>Updates and clarifications for Type A, B, and C landscaping resulting from internal/staff discussion. Only Type A shown below for brevity.</i> A. Type A Landscaping. 1. Purpose. Type A Landscaping functions as a full screen and visual barrier. This landscaping is typically found between residential and nonresidential areas for screening unwanted views. 2. Screening requirement. The selected plant materials and configuration must be able to screen 70 percent of the unwanted views within five years of planting and screen 100 percent of the unwanted views within six years of planting. This requirement must account for the size and characteristics of materials planted, their typical growth rate, and size at maturity. 3. Planting requirements. Type A Landscaping must minimally consist of the following: a. Trees which are predominately evergreen (more than 50 percent). b. Tree size: A variety of tree sizes may be used, provided at least 70 percent are medium or large [see AMC 19.65.050(B)(1)]. Trees must be planted at the following spacing standards (“on-center” refers to the distance from other trees of any size): i. Large trees must be spaced between 20 and 25 feet on-center. ii. Medium trees must be spaced between 15 and 20 feet on-center. iii. Small trees must be spaced between 10 and 15 feet on-center. c. Shrubs: Predominately evergreen provided at the rate of one shrub per 20 square feet of landscape strip. d. Groundcover: Planted at a density to cover the buffer within three years. e. Species diversity: Trees and shrubs must comply with AMC 19.65.050(E). DEPARTURES that vary from the planting requirements of subsection (3) will be considered provided the proposal meets the screening requirement of subsection (2).



Zoning Map Amendments Recommended by the Planning Commission





Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning April 22, 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.

April 22, 2019

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

- Street Fair Applications: Anacortes Waterfront Festival & Shipwreck Day (Consent)
- Contract Award: Senior Center Metal Roof Installation 19-066-FAC-001 (Consent)
- Resolution 2040: Fidalgo Bay Road Repair Emergency Declaration & Contract Award (Consent)
- 2019 CDBG Action Plan Review and Approval (Discussion/Possible Action)
- Parks & Recreation Comprehensive Plan Amendment (Discussion)
- Anacortes Community Forestlands Comprehensive Plan Amendment (Discussion)
- Planning Commission Recommendation: Development Regulations and Zoning Map Amendments (Discussion)

May 6, 2019

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

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

May 13, 2019

- Contract Award: Fire Station 3 Upgrades #18-156-FIR-003 (Consent)
- Contract Award: Library RFID Equipment #19-075-LIB-001 (Consent)
- 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)
- Planning Commission Recommendation: Development Regulations and Zoning Map Amendments (Discussion)

May 20, 2019

May 28, 2019

June 3, 2019

June 10, 2019

June 17, 2019

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Apr 15, 2019, 5:00 PM, Main Conference Room, City Hall
- Planning - CANCELLED, Monday, Apr 22, 2019, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Apr 24, 2019, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, May 6, 2019, 5:00 PM, Main Conference Room, City Hall
