

**** Per Governor's emergency [Proclamation 20-28](#) et seq., agencies are required to meet completely remotely without providing for a physical location.**

**** Per Section 3 of Anacortes [Resolution 2082](#) Ratifying Proclamation of Emergency and Providing Temporary Procedures to Respond to the COVID-19 Epidemic, adopted by the Anacortes City Council on March 16, 2020, and [Resolution 3025](#), adopted March 22, 2021, extending the duration of Resolution 2082 through June 30, 2021, all in-person Committee meetings of the City Council are cancelled. Council and committee meetings may be held telephonically regardless of whether the City has the capability of video recording meetings.**

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



Anacortes City Council

Municipal Building Council Chambers

**** This meeting will be held electronically only ****

**April 12, 2021
6:00 PM**

PRELIMINARY AGENDA

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

- 1. Call to Order**
- 2. Announcements and Committee Reports**
 - a. COVID-19 Update (Discussion)
 - b. Housing Affordability and Community Services Committee (Discussion)
 - c. Planning Committee (Discussion)
 - d. Personnel Committee (Discussion)
- 3. Public Comment**
- 4. Consent Agenda**
 - a. Minutes of April 5, 2021 (Action)
 - b. Approval of claims in the amount of \$411,323.08 (Action)
 - c. Contract Award: 2021 Cape Seal Preparation #21-058-TRN-001 (Action)
 - d. Contract Award: Server Room/Fiber Room Fire Suppression System #21-085-FAC-001 (Action)
- 5. Public Hearings**
 - a. * Ordinance 3088 An Interim Ordinance Extending Ordinance 3076, 3069, and 3054, A Moratorium on the Acceptance of Certain Land Use Applications in the R4 Use Zone West of Commercial Avenue (Discussion/Action)

Per Resolution 2044, 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.*

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

6. **Other Business**
 - a. * Thompson Train Static Display Planning (Discussion)
7. **Adjournment**

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Anacortes City Council Minutes - April 5, 2021

Call to Order

Mayor Laurie Gere called to order the Anacortes City Council meeting of April 5, 2021 at 6:00 p.m. Councilmembers Anthony Young, Ryan Walters, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and Matt Miller all participated in the meeting in absentia via video conference. Councilmember Jeremy Carter was absent.

Announcements and Committee Reports

COVID-19 Update: Mayor Gere shared a press release from Skagit County Public Health announcing an alarming uptick in local cases. The mayor reported on current case statistics and vaccination progress for Anacortes, Skagit County, Washington State, and the nation. She also announced additional rental assistance funding available in Skagit County.

Confirmation of William "Bill" Harris as Anacortes Fire Chief: Mayor Gere requested confirmation of her appointment of William "Bill" Harris as the City of Anacortes' Fire Chief effective Tuesday, April 6, 2021. Mr. Walters moved, seconded by Ms. Cleland-McGrath, to confirm the appointment of William "Bill" Harris as Fire Chief effective April 6, 2021. The motion carried unanimously by voice vote. Chief Harris thanked Council for the opportunity to serve the city.

Port/City Liaison Committee: Ms. Cleland-McGrath reported from the committee meeting held the previous week. The topics discussed included coordinating an approach to community events and reopening, a potential interlocal regarding 2nd Street right of way, the Washington State Ferry Terminal, the Maritime Strategic Plan and the Maritime Washington National Heritage Area.

Public Works Committee: Ms. Moulton reported from the committee meeting held earlier in the evening. The topics discussed included public participation at City Council committee meetings, the wastewater treatment plant outfall project and the Whistle Lake dam. Mr. Walters elaborated on outfall locations that had been evaluated.

Fiber Committee: Mr. McDougall reported from the committee meeting held on March 25. The topics discussed included active and pending customer installations, a construction update for the west end of Anacortes in 2021, and the pending EDA grant.

Finance Committee: Mr. Walters reported from the most recent committee meeting. The topics discussed included a proposed amendment to the interlocal agreement for the Skagit County Justice Center and optimizing use of Federal American Rescue Plan funding,

Library Committee: Mr. Young reported from the most recent committee meeting. The topics discussed included in person appointments that began April 1 and the scheduling and protocols involved for that increased public access to the library, a memorandum of understanding with the Library Foundation, remodeling plans, and an electric vehicle charging station planned for the library.

Mr. McDougall moved, seconded by Mr. Miller, to excuse the absence of Mr. Carter. The motion carried unanimously by voice vote.

Public Comment

June Steen said she wished to speak in response to the notice she had received in the mail about the petition to vacate a portion of 11th Street. Mayor Gere invited Ms. Steen to address that topic when it occurred later on the agenda.

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

Consent Agenda

Mr. Young removed Item 4b, Approval of Claims, from the Consent Agenda.

Mr. Young moved, seconded by Mr. Miller, to approve Consent Agenda Item 4a, Minutes of March 22, 2021. The motion carried unanimously by voice vote.

Mr. Young reminded staff how important it is, when possible, to make local purchases, particularly given the economic impacts of the pandemic.

Mr. Young moved, seconded by Mr. Miller, to approve Consent Agenda Item 4b, Approval of Claims in the amount of \$533,725.57. The motion carried unanimously by voice vote.

The following vouchers/checks were approved for payment:

EFT numbers: 99692 through 99745, total \$287,427.17

Check numbers: 99746 through 99770, total \$201,550.07

Wire transfer numbers: 212191 through 282526, total \$44,748.33

PUBLIC HEARINGS

Ordinance 3087: Vacating right-of-way of a portion of 11th Street adjacent to blocks 242 and 243, "Map of the City of Anacortes" together with the West 10 feet of B Avenue adjacent to Lot 1 of block 243

City Attorney Darcy Swetnam advised that staff had received a request+287427.15+201550.07+44748.33 from approximately 30 neighborhood residents asking that this advertised public hearing be continued to April 19 to allow time for responses to the group's questions. She said that staff and Mayor Gere had determined that continuing the hearing would be the best course of action.

Mayor Gere said the public was invited to comment on April 19, and was also welcome to contact the Mayor's office or the City Attorney prior to that time. Mr. Walters encouraged allowing public comment at the present meeting. Ms. Moulton concurred. Mr. Young said having staff's introductory presentation prior to public comment would be more useful. Mr. Miller encouraged all speakers to submit written comments as well.

At approximately 6:41 p.m. Mayor Gere opened the advertised public hearing.

Ms. Swetnam explained the context of the proposed vacation in exchange for easements for the Guemes Channel Trail. She said staff was recommending granting the vacation.

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

June Steen said she lives on the alley behind the Ortman property. Ms. Steen said she was in favor of the Guemes Channel Trail and thus of the trade. Ms. Steen said she could understand vacating the 11th Street strip, but said the B Avenue strip was overkill and that curbs and sidewalks would be desirable there. Ms. Steen said she was also concerned that the Ortman family would build closer to the bank if it were to acquire the Wynn property.

Jessica Guzik echoed Ms. Steen's concerns.

Mayor Gere continued the public hearing to April 19, 2021.

OTHER BUSINESS

Waste Management Annual Report

Public Works Director Fred Buckenmeyer introduced Michelle Metzler, Waste Management's Public Sector Manager, to present Waste Management's 2021 annual report. Ms. Metzler's slides had been included in the packet materials for the meeting. Her presentation focused on the company's response to the COVID-19 pandemic and on the ongoing challenges in the global market for recyclables.

Resolution 3027: Opposing Imperial Metals' Minerals Exploration Permit in British Columbia's Skagit Headwaters

City Attorney Darcy Swetnam introduced Resolution 3027 opposing Imperial Metals' Minerals Exploration Permit in British Columbia's Skagit headwaters. Ms. Swetnam said the resolution had been prepared based on Council's direction at its March 22, 2021 meeting.

Ms. Moulton asked if the letter accompanying Resolution 3027 would be addressed to additional parties besides David Caughill, as other jurisdictions had done. Ms. Swetnam indicated staff would copy the letter to as many parties as possible. Mr. Walters asked that the resolution be revised to reflect the cost of the Water Treatment Plant as \$70M, not \$60M, in the 4th recital, and that Section 2 of the resolution be reworded to request extinguishment of mineral extraction rights.

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

MATT MILLER moved, seconded by BRUCE MCDOUGALL, to approve Resolution 3027 with the two changes suggested by Mr. Walters. Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, MATT MILLER. Nays - None. Result: Passed

Adjournment

There being no further business, at approximately 7:10 p.m. the Anacortes City Council meeting of April 5, 2021 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 12, 2021 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
282861	11/25/2020	1038978	NORTHEND TRUCK EQUIPMENT INC	FLEET UTILITY TRUCK SERVICE BODY	\$ 17,787.71	pw1
282560	2/17/2021	25442	DALCO INC	PRESSURE WASHER	\$ 316.61	dshop
282824	2/19/2021	11740	ENGINEERED PROCESS CONTROL LLC	FLOWMETER	\$ 3,836.04	dwwtp
282857	2/24/2021	5446376349	SIEMENS INDUSTRY, INC	2021 HVAC CONTROL SYSTEMS SERVICE	\$ 10,836.48	pw1
282858	2/28/2021	9770	DALTON, OLMSTED & FUGLEVAND	WWTP OUTFALL PRE-DESIGN - FEB 2021	\$ 22,320.00	pw1
282845	3/2/2021	MV249798	MOTOR TRUCKS, INC	ANTILOCK BRAKE #213	\$ 101.70	dshop
282869	3/10/2021	1200332837	HDR ENGINEERING, INC	COMBINED SEWER OVERFLOW PUMP STATION DESIGN - 2/12/21-2/27/21	\$ 6,239.42	pw1
282863	3/11/2021	1200333427	HDR ENGINEERING, INC	INTAKE PUMP STATION REDUNDANCY AND RESILIENCY STUDY - 1/10/21-2/27/21	\$ 1,529.39	pw1
282865	3/11/2021	1200333441	HDR ENGINEERING, INC	SK RIVER RAW WATER PIPELINE/CLEARWELL PROJECT-CONSTRUCTION MNGENT - 1/31-2/27/21	\$ 3,819.07	pw1
282662	3/12/2021	1003646565	CLEAN HARBORS	FLUORIDE WASTE DISPOSAL	\$ 1,849.71	dwwtp
282862	3/12/2021	1200334276	HDR ENGINEERING, INC	WASTEWATER TREATMENT PLANT OUTFALL - DESIGN - 12/27/20-2/27/21	\$ 97,376.98	pw1
282867	3/12/2021	1200334238	HDR ENGINEERING, INC	SANITARY SEWER STORAGE STUDY - 1/31/21-2/27/21	\$ 9,538.96	pw1
282868	3/12/2021	1200334270	HDR ENGINEERING, INC	WASTEWATER TREATMENT PLANT OUTFALL PRE-DESIGN - PHASE 2 - 1/31/21-2/27/21	\$ 5,020.22	pw1
282726	3/15/2021	INV1558731	MUNICIPAL EMERGENCY SERVICES	ELKHART NOZZLE, 2 SHUTOFFS	\$ 685.05	medic
282559	3/18/2021	26061	DALCO INC	PRESSURE WASHER #9905	\$ 715.24	dshop
282376	3/22/2021	12376681	HACH COMPANY	STABICAL CAL KIT, SPECHECK GEL STANDARDS SET	\$ 521.84	dwwtp
282847	3/23/2021	9320633763	GRAYBAR ELECTRIC COMPANY, INC	TOOLS	\$ 318.56	fiber
282758	3/23/2021	15766A	THE PLUMBING GUYS, INC	INSTALLATION OF WATER FOUNTAIN @ CITY HALL	\$ 3,477.00	pwfac
282843	3/24/2021	2103020	CASCADE GUTTER SERVICE, INC.	SENIOR ACTIVITY CENTER GUTTER GUARDS/SNOW BREAKS	\$ 16,190.53	pw1
282849	3/24/2021	D0821	DYNAMIC COATINGS, LLC	SENIOR ACTIVITY CENTER INTERIOR PAINTING	\$ 22,906.75	pw1
282842	3/24/2021	9320655628	GRAYBAR ELECTRIC COMPANY, INC	MICRODUCT SUPPLIES	\$ 1,566.00	fiber
282737	3/24/2021	18098746	MCKESSON MEDICAL-SURGICAL	PHARMACEUTICALS	\$ 58.76	medic
282564	3/24/2021	1220426	SKAGIT PUBLISHING LLC	PUBLISH AA-2045488 AA-2045586 AA-2045684 SVH-2045881	\$ 421.74	finance
282860	3/25/2021	20223	ALL AMERICAN LEADERSHIP	PURPOSE, VALUES AND TRUST PROGRAM	\$ 13,081.90	medic
282810	3/25/2021	298275	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 446.34	pwfac

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282811	3/25/2021	298219	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 171.63	pwfac
282823	3/25/2021	12589165	PAPE MACHINERY INC.	HARNESS KIT #709	\$ 41.28	dshop
282838	3/27/2021	154693	LAKESIDE INDUSTRIES, INC.	CRUSHED ROCK	\$ 618.39	fiber
282840	3/27/2021	154449	LAKESIDE INDUSTRIES, INC.	CRUSHED ROCK	\$ 969.18	fiber
282664	3/28/2021	360-293-6427-0218975	ZIPLY FIBER	CITY HALL 911 3/28-4/27/21	\$ 80.64	finance
282711	3/28/2021	360-299-3674-0214175	ZIPLY FIBER	OPERATIONS PHONES: 03/28- 04/27/2021	\$ 73.03	dshop
282717	3/28/2021	360-293-9063-0926075	ZIPLY FIBER	STA 3: PHONE/FAX/INTERNET: 3/28 - 4/27/21	\$ 85.11	medic
282748	3/28/2021	360-588-1422-0822015	ZIPLY FIBER	APD BUSINESS LINE 3/28-4/27/21	\$ 305.46	apd
282749	3/28/2021	360-299-6615-0615165	ZIPLY FIBER	APD 911 LINE 3/28-4/27/21	\$ 74.27	apd
282750	3/28/2021	360-293-4900-0912865	ZIPLY FIBER	APD BAC LINE 3/28-4/27/21	\$ 87.06	apd
282751	3/28/2021	360-588-9248-0619005	ZIPLY FIBER	APD BACKUP LINE 3/28-4/27/21	\$ 209.40	apd
282820	3/28/2021	360-299-0813-1017915	ZIPLY FIBER	WWTP PHONE BILL 3/28-4/27/21	\$ 317.85	dwwtp
282836	3/28/2021	360-299-2484-0726025	ZIPLY FIBER	LIBRARY PHONE 3/28-4/27/21	\$ 57.89	publib
282752	3/29/2021	018001336	GALLS, LLC.	UNIFORM FLEECE JACKET; OFC PACKARD	\$ 189.66	apd
282753	3/29/2021	018001337	GALLS, LLC.	UNIFORM FLEECE JACKET; CORP LEETZ	\$ 189.66	apd
282870	3/29/2021	20605.00-2	GRAY & OSBORNE INC	F4 BASIN MODELING - 2/28/21-3/27/21	\$ 928.63	pw1
282871	3/29/2021	21411.03-2	GRAY & OSBORNE INC	ON-CALL STORMWATER ENGINEERING SERVICES CONSULTANT: 1500 SKYLINE WAY	\$ 630.45	plan
282872	3/29/2021	20411.20-3	GRAY & OSBORNE INC	ON-CALL STORMWATER ENGINEERING SERVICES CONSULTANT: 27TH ST	\$ 394.80	plan
282661	3/29/2021	1850025	MILES SAND & GRAVEL CO.	FILTER PROJECT: ROCK FOR ROAD	\$ 1,461.00	dwtpt
282561	3/29/2021	213863	NAPA	FILTERS FOR STOCK	\$ 168.29	dshop
282557	3/29/2021	300000006951	PUGET SOUND ENERGY INC	STREET LIGHTS: 02/27- 03/29/21	\$ 385.24	dshop
282558	3/29/2021	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS 2/02-03/2/21	\$ 12,651.98	dshop
282562	3/29/2021	220015149234	PUGET SOUND ENERGY INC	STREET LIGHTS- 8147 S MARCHS PT RD 02/27-03/29/21	\$ 28.16	dshop
282850	3/29/2021	300000325005	PUGET SOUND ENERGY INC	STREET LIGHTS: 02/06- 03/08/21	\$ 94.46	dshop
282864	3/29/2021	300000340004	PUGET SOUND ENERGY INC	STREET LIGHTS: 02/27- 03/29/21	\$ 80.31	dshop
282771	3/30/2021	298275A	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 40.58	pwfac
282809	3/30/2021	294293D	BAY CITY SUPPLY	COVID-19 PPE TOUCHLESS DISPENSER	\$ 27.97	pwfac
282727	3/30/2021	6289052	CARDINAL HEALTH 110, INC.	ACCU-CHEKS, PHARMACEUTICALS	\$ 349.79	medic
282846	3/30/2021	2020-29	CURTIS EMERGENCY SERVICES LLC	EMERGENCY MANAGEMENT SERVICES - MARCH 2021	\$ 810.00	medic

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282848	3/30/2021	2020-26	CURTIS EMERGENCY SERVICES LLC	WATER SYSTEM RISK & RESILIENCE ASSESSMENT & EMERGENCY RESPONSE PLAN - MARCH 2021	\$ 13,948.00	dwtp
282668	3/30/2021	2013063182	FERRELLGAS, LP	WTP PROPANE	\$ 80.84	dwtp
282851	3/30/2021	9320745270	GRAYBAR ELECTRIC COMPANY, INC	FIBER OPTIC CABLE	\$ 4,147.36	fiber
282734	3/30/2021	INV1564578	MUNICIPAL EMERGENCY SERVICES	2 ELKHART ADAPTERS	\$ 99.90	medic
282623	3/30/2021	RefunShimkus	SHIMKUS, STANLEY	RESIDENT REFUND STAN SHIMKUS	\$ 34.00	parks1
282759	3/30/2021	18211	STILLY RIVER MECHANICAL, INC.	HVAC REPAIR @ OPS/PARKS	\$ 6,195.90	pwfac
282721	3/30/2021	331 0568271	UNIFIRST CORPORATION	WATER CREW LAUNDRY	\$ 77.03	wdist
282829	3/30/2021	331 0568301	UNIFIRST CORPORATION	UNIFORM LAUNDRY	\$ 33.94	fiber
282844	3/31/2021	331	BUBBA SUDZ CAR WASH, INC.	MARCH CAR WASHES- 4	\$ 39.99	dshop
282666	3/31/2021	MAR 2021	KORTERUD, WAYNE D	INDIGENT SCREENING SERVICES MAR	\$ 375.00	court
282710	3/31/2021	MV251644	MOTOR TRUCKS, INC	DESICCAR, PURGE VALVE VEH #203	\$ 248.52	dshop
282715	3/31/2021	MTS241992	MOTOR TRUCKS, INC	SERVICE- #601	\$ 3,211.31	dshop
282853	3/31/2021	0321	NELSON, BONNIE	AGING MASTERY PROGRAM ADMINISTRATION - MARCH 2021	\$ 387.50	parks1
282854	3/31/2021	IN940170	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - MARCH 2021	\$ 4,271.36	fiber
282855	3/31/2021	IN940124	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - MARCH 2021	\$ 26,268.55	fiber
282856	3/31/2021	IN940125	NOANET	TRAVEL EXPENSES - MUNICIPAL FIBER NETWORK COORDINATED SERVICES - MARCH 2021	\$ 5,911.80	fiber
282866	3/31/2021	35587	PACIFIC SECURITY	SECURITY DETAIL COURT DAYS	\$ 280.00	court
282724	3/31/2021	9535	PETDATA, INC	PETDATA LICENSING FEES MARCH	\$ 270.60	finance
282834	3/31/2021	200000666863	PUGET SOUND ENERGY INC	LIBRARY 10TH STREET LED 3/1-3/31/21	\$ 9.39	publib
282835	3/31/2021	200000667218	PUGET SOUND ENERGY INC	LIBRARY 10TH & M ST 3/1-3/31/21	\$ 20.08	publib
282831	3/31/2021	2021 Q1-Ana	SKAGIT COUNTY DEM	1ST QTR SHARED COSTS	\$ 12,890.94	medic
282722	3/31/2021	INV00654177	SMARSH, INC	ARCHIVING PLATFORM 3/1-6/30/21	\$ 112.30	finance
282756	3/31/2021	1030115	UTILITIES UNDERGROUND LOCATION	UTILITY LOCATES MARCH	\$ 272.19	dshop
282627	3/31/2021	COURT & BUILDING FEE	WASHINGTON STATE TREASURER	COURT & BLDG FEES TO STATE - QTR 1	\$ 34,360.27	finance
282812	4/1/2021	297393A	BAY CITY SUPPLY	COVID-19 PPE TOUCHLESS PAPER TOWEL DISPENSERS	\$ 833.57	pwfac
282814	4/1/2021	298493	BAY CITY SUPPLY	COVID-19 PPE TOUCHLESS PAPER TOWEL DISPENSERS	\$ 1,441.77	pwfac
282667	4/1/2021	248 984 6277 5	CASCADE NATURAL GAS CORP.	WTP 3/2-3/31/21	\$ 3,410.93	dwtp
282718	4/1/2021	AN 804692	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 51.29	medic
282625	4/1/2021	ReimbDavis	DAVIS, JORDAN	TRAINING - JD	\$ 50.00	dwwtp
282665	4/1/2021	1115347008	FERRELLGAS, LP	WA PARK PROPANE	\$ 447.84	finance
282741	4/1/2021	018035827	GALLS, LLC.	UNIFORM PATROL JACKET; OFC PACKARD	\$ 407.26	apd
282742	4/1/2021	018035828	GALLS, LLC.	UNIFORM PATROL JACKET; CORP LEETZ	\$ 407.26	apd

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
282714	4/1/2021	812-15856	GCR TIRES & SERVICES	SERVICE- #170	\$ 97.92	dshop
282744	4/1/2021	B21006	HUTCH'S POLYGRAPH SERVICES	PRE-EMPLOYMENT POLYGRAPH X'S 2	\$ 400.00	apd
282728	4/1/2021	157-MAR21	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 58.50	court
282729	4/1/2021	147-MAR21	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 162.50	court
282730	4/1/2021	158-MAR21	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 500.50	court
282731	4/1/2021	149-MAR21	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 136.50	court
282732	4/1/2021	153-MAR21	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 422.50	court
282735	4/1/2021	155-MAR21	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 78.00	court
282736	4/1/2021	PDC-MAR21	LAW OFFICE OF CARA LORENZO	PUB DEF COVERAGE	\$ 104.00	court
282832	4/1/2021	1000110853	OCLC, INC	CATALOGING, ILL, FIRSTSEARCH/WORLDCAT DISCOVERY (APRIL 2021)	\$ 371.59	publib
282624	4/1/2021	022572	REECE, STORMIE	DEPOT CLEANING MARCH 2021	\$ 374.00	parks1
282658	4/1/2021	5061715896	RICOH USA, INC	S/N C86086497 PUB DEF COPIES 1/1-3/31/2021	\$ 17.60	finance
282659	4/1/2021	5061715901	RICOH USA, INC	CITY WIDE 1/1-3/1/2021	\$ 209.69	finance
282660	4/1/2021	5061715950	RICOH USA, INC	S/N C86152062 HR COPIES 3/1-3/31/21	\$ 15.28	finance
282754	4/1/2021	5061715446	RICOH USA, INC	S/N C86138599 APD FRONT OFFICE COPIES 3/1-3/31/21	\$ 24.59	apd
282656	4/1/2021	1508	THE CLEAN TEAM	LTAC PUBLIC RESTROOM MAINTENANCE	\$ 900.00	plan
282859	4/1/2021	1507	THE CLEAN TEAM	JANITORIAL SERVICES - MARCH 2021	\$ 3,750.00	pw1
282626	4/1/2021	113471	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 262.50	finance
282706	4/1/2021	113472	WALTON BEVERAGE COMPANY, INC	OPS BREAKROOM SUPPLIES	\$ 101.75	dshop
282723	4/1/2021	113470	WALTON BEVERAGE COMPANY, INC	AFD BREAKROOM SUPPLIES	\$ 147.75	medic
282830	4/1/2021	102958801-0008745	WAVE	DEDICATED INTERNET ACCESS	\$ 1,469.82	fiber
282705	4/1/2021	360-293-1900-0122885	ZIPLY FIBER	CITY MAIN PHONE 4/1-4/30/21	\$ 1,594.61	finance
282733	4/2/2021	6300252	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	\$ 14.85	medic
282837	4/2/2021	8498 30 017 0319913	COMCAST	LIBRARY INTERNET ACCESS 4/9-5/8/21	\$ 182.07	finance
282720	4/2/2021	WAANA132874	FASTENAL COMPANY	WORK GLOVES, ASSORTED BATTERIES	\$ 36.45	medic
282740	4/2/2021	018045134	GALLS, LLC.	UNIFORM FLEECE JACKET; OFC ROUKIE	\$ 189.66	apd
282738	4/2/2021	RefundIverson	IVERSON, MARTIN	WA PARK CAMPING REFUND MARTIN IVERSON	\$ 6.00	parks1
282825	4/2/2021	E987509	KAMAN INDUSTRIAL TECHNOLOGIES	MAINTENANCE SUPPLIES	\$ 354.74	dwwtp
282663	4/2/2021	331 0568446	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE	\$ 95.50	dwtp
282725	4/2/2021	49062808	UNIVAR USA INC	SODIUM HYDROXIDE	\$ 3,944.96	dwtp
282755	4/3/2021	00005W5A83141	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 4-3-21	\$ 9.46	apd
282757	4/5/2021	318058	DOORMAN COMMERCIAL, LLC	ASAC AUTOMATED DOOR REPAIR	\$ 141.44	pwfac
282822	4/5/2021	214654	NAPA	BATTERY	\$ 321.94	dshop

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
282819	4/5/2021	210375	T-SHIRTS BY DESIGN	T-SHIRTS, HATS, VEST, POLOS, JACKET	\$ 508.10	medic
282719	4/5/2021	360-293-0045-0223175	ZIPLY FIBER	STA 1 BACK-UP LINES 4/1-4/30/21	\$ 157.87	medic
282880	4/6/2021	20-221-FAC-0011	BLYTHE PLUMBING & HEATING, INC	RETAINAGE RELEASE	\$ 2,397.60	pw1
282852	4/6/2021	cpls	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; MARCH 2021	\$ 1,152.00	apd
282827	4/6/2021	ReimbHamburg	HAMBURG, CORRIN	MILEAGE REIMBURSEMENT	\$ 27.60	dwwtp
282875	4/6/2021	20-065-WTR-0021	SEAHURST ELECTRIC, INC	RETAINAGE RELEASE	\$ 1,384.00	pw1
282884	4/6/2021	21-036-FAC-0011	SEAMLESSLY GUTTERS LLC	RETAINAGE RELEASE	\$ 2,065.00	pw1
282877	4/6/2021	20-202-FAC-0011	SIGNS PLUS, INC.	RETAINAGE RELEASE	\$ 2,617.38	pw1
282882	4/6/2021	20-226-SEW-0021	SUPERIOR SYSTEMS, INC	RETAINAGE RELEASE	\$ 1,436.00	pw1

Total **\$411,323.08**



City Council Contract Agenda Bill

Meeting Date: 4/12/2021 **Agenda Item:** 4c

Subject: Contract Award – 2021 Cape Seal Preparation #21-058-TRN-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 \$115,000.00 to Lakeside Industries, Inc. to perform the 2021 Cape Seal Preparation. This project will include pavement repairs, asphalt patching and asphalt pre-leveling in preparation for an upcoming Cape Seal this summer in the March Point Area. Roadway include Christianson Road, Summit Park Road, Thompson Road, Stevenson Road and Padilla Heights Road.

Background:

1. **History:** A Cape Seal project is planned for the above referenced City roads to be completed this summer by Skagit County during the County's annual Chip Seal Program. The cape seal will be completed under the City's interlocal agreement with Skagit County. A cape seal is a chip seal covered with a fog seal. The subject roadways require some repair, patching and preleveling of bad spots prior to cape sealing. this project will complete those repairs.
2. **Key Terms:**
 - Contract is for time and materials not-to-exceed \$115,000.00.
 - The Contractor shall complete the work by December 31, 2021.
3. **Competitive Bidding:** In accordance with competitive bid requirements set forth under RCW 35.23.352 the project cost is under the competitive requirements and thus the Project Manager evaluated contractors and chose to contract with Lakeside Industries, Inc.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 21-058-TRN-001 with Lakeside Industries, Inc. in the amount of \$115,000.00 to perform the 2021 Cape Seal Preparation.

Alternative Actions: Not award the contract

Attachments: Contract 21-058-TRN-001

Contractor	Lakeside Industries, Inc.
Contract Amount	\$115,000.00
Earmarked Funds	\$1,850,000.00
BARS #	104.720.542.30.41
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	12/31/21



CONTRACT 21-058-TRN-001
AGREEMENT WITH
LAKESIDE INDUSTRIES, INC.

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Lakeside Industries, Inc., a private contractor at PO Box 729, Anacortes, WA 98221 (herein after referred to as "Contractor").

PROJECT
2021 Cape Seal Preparation

1. **Scope of Work:** Contractor shall furnish all materials, equipment, and labor to perform pavement repairs, asphalt patching and asphalt pre-leveling in preparation for Cape Seal in the March Point Annexation Area. Roadways include Christianson Road, Summit Park Road, Thompson Road, Stevenson Road and Padilla Heights Road. Contractor will also provide traffic control and adjust any manholes, water valves or other utility accesses that may be covered by patching. Work is subject to the 2018 City of Anacortes Engineering Standards, which is hereby incorporated by reference and made a part hereof.
2. **Contract Price:** The Contractor will perform the scope of work above on a time and materials basis not-to-exceed **One Hundred Fifteen Thousand Dollars (\$115,000.00)**. This includes all labor, materials, and standard freight for the project. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the contractor will be retained.
3. **Bonds:** Pursuant to RCW 39.08.010, the Contractor shall provide the City a performance bond and payment bond for the full contract amount to be in effect as detailed in the incorporated General Provisions. The City may at its option release the bonds once all the conditions of RCW 39.08.010-1a have been discharged.
4. **Time of Completion:** The Contractor shall complete the work by December 31, 2021 as scheduled and directed by the Project Manager.
5. **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.
6. **Contract Documents:** The attached General Provisions and the 2018 City of Anacortes Engineering Standards are included in this Contract Agreement.

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

Owner:

City of Anacortes

Mayor

Date

Contractor:

Lakeside Industries, Inc.

Date

Contractor License #

1. WASHINGTON STATE PREVAILING WAGES

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

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

The State of Washington prevailing wage rates applicable for this public works project, which is located in Skagit County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvwagelookup.aspx>. The prevailing wage schedule in effect for the work under the contract will be the one in effect upon the date of execution of the contract. 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.

At least once a month Contractor must file weekly certified payroll reports online with the Washington Department of Labor and Industries as required by RCW 39.12.120.

2. Delivery. Advance coordination of the work shall be made with the Project Manager Tim Hohmann (360) 588-8068.

3. 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 subcontractor to furnish supplies or services for performance of the prime Contractor or a subcontractor. 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 subcontractor, (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.

As required by RCW 39.06.020, the Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification is to include that, at the time of subcontract execution, each subcontractor meets the responsibility criteria listed in RCW 39.04.350(1) and additionally - if applicable - possesses an electrical contractor license or an elevator contractor license. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier. 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 subcontractor 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.

4. Job Safety & COVID-19 Safety Requirements Compliance. The Contractor, and its subcontractors of any tier, shall comply with all Washington Dept. of Labor & Industries safety standards, as well as comply with all current and future COVID-19 proclamations, regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State as it may relate to City of Anacortes projects.

5. 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.

6. Invoicing. All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Contract Title, Agreement Number and Price, or Amended Price. The Contractor must invoice at least **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.

7. 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.

8. 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.

9. 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.

10. New and Unused. All units, equipment, parts and material shall be new, unused, manufacturer's current model year and in current production. All materials shall have physical and chemical properties to withstand the intended purpose. Equipment design shall have sufficient excess capacity for durability and safety.

11. 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.

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

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

13. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

14. 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.

15. 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.

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

17. 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.

18. 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.

19. 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.

20. 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.

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 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.

23. 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.

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

25. 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.

26. 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.

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

CITY:	CONTRACTOR:
City of Anacortes	Lakeside Industries, Inc.
Tiffany Matson	Justin Blouin
904 6 th Street	PO Box 729
PO Box 547	Anacortes, WA 98221
Anacortes, WA 98221	

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 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.

30. 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.

31. 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.



City Council Contract Agenda Bill

Meeting Date: 4/12/2021 **Agenda Item:** 4d

Subject: Contract Award – Server Room/Fiber Room Fire Suppression System #21-085-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 \$50,044.74 to Commercial Fire Protection, Inc. to provide permits, materials, design and installation of a Clean Agent Fire Suppression System in the fiber and server rooms located at the Anacortes Public Library.

Background:

1. **History:** We have gone far too long without fire suppression for our Server Room, and we have now added the Fiber Room. Without fire suppression system we have millions of dollars at risk, protecting our city's data and IT infrastructure is paramount. IT faces fire suppression challenges related to increased air flow and electrical density, power shutdowns, integration and equipment cost.
2. **Key Terms:**
 - Contract is for a fixed price of \$50,044.74.
 - The Contractor shall complete the work by July 16, 2021.
3. **Competitive Bidding:** In accordance with competitive bid requirements set forth under RCW 35.23.352 the project cost is under the competitive requirements and thus the Project Manager evaluated contractors and chose to contract with Commercial Fire Protection, Inc.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 21-085-FAC-001 with Commercial Fire Protection, Inc. in the amount of \$50,044.74 to perform the Server Room/Fiber Room Fire Suppression System.

Alternative Actions: Not award the contract

Attachments: Contract 21-085-FAC-001

Contractor	Commercial Fire Protection, Inc.
Contract Amount	\$50,044.74
Earmarked Funds (BARS # budget)	\$500,000.00
BARS #	001.713.518.30.48
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	7/16/21



CONTRACT 21-085-FAC-001
AGREEMENT WITH
Commercial Fire Protection, Inc.

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City"), and Commercial Fire Protection, Inc., a private contractor at 17199 Bennett Road, Mount Vernon, WA 98273 (herein after referred to as "Contractor").

PROJECT
Server Room/Fiber Room Fire Suppression System

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to provide permits, materials, design and installation of a Clean Agent Fire Suppression System in the fiber and server rooms located at the Anacortes Public Library, 1220 10th St, Anacortes, WA 98221, as specified in Exhibit A, 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 fixed price of **Fifty Thousand Forty-Four Dollars and Seventy-Four Cents (\$50,044.74)**, which includes \$4,047.74 in 8.8% sales tax. This includes all labor, materials, and standard freight for the project. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the contractor will be retained.
3. **Bonds:** Pursuant to RCW 39.08.010, the Contractor shall provide the City a performance bond and payment bond for the full contract amount to be in effect as detailed in the incorporated General Provisions. The City may at its option release the bonds once all the conditions of RCW 39.08.010-1a have been discharged.
4. **Time of Completion:** The Contractor shall complete the work by July 16, 2021.
5. **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.
6. **Contract Documents:** The attached General Provisions and Exhibit A are included in this Contract Agreement.

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

Owner:

City of Anacortes

Laurie Gere, Mayor

Date

Contractor:

Commercial Fire Protection, Inc.

Date

Contractor License #

1. WASHINGTON STATE PREVAILING WAGES

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

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

The State of Washington prevailing wage rates applicable for this public works project, which is located in Skagit County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvwagelookup.aspx>. The prevailing wage schedule in effect for the work under the contract will be the one in effect upon the date of execution of the contract. 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.

At least once a month Contractor must file weekly certified payroll reports online with the Washington Department of Labor and Industries as required by RCW 39.12.120.

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

3. 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 subcontractor to furnish supplies or services for performance of the prime Contractor or a subcontractor. 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 subcontractor, (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.

As required by RCW 39.06.020, the Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification is to include that, at the time of subcontract execution, each subcontractor meets the responsibility criteria listed in RCW 39.04.350(1) and additionally - if applicable - possesses an electrical contractor license or an elevator contractor license. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier. 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 subcontractor 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.

4. Job Safety & COVID-19 Safety Requirements Compliance. The Contractor, and its subcontractors of any tier, shall comply with all Washington Dept. of Labor & Industries safety standards, as well as comply with all current and future COVID-19 proclamations, regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State as it may relate to City of Anacortes projects.

5. 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.

6. Invoicing. All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Contract Title, Agreement Number and Price, or Amended Price. The Contractor must invoice at least **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.

7. 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.

8. 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.

9. 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.

10. New and Unused. All units, equipment, parts and material shall be new, unused, manufacturer's current model year and in current production. All materials shall have physical and chemical properties to withstand the intended purpose. Equipment design shall have sufficient excess capacity for durability and safety.

11. 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.

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

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

13. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

14. 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.

15. 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.

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

17. 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.

18. 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.

19. 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.

20. 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.

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 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.

23. 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.

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

25. 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.

26. 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.

27. 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.

28. 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.

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

CITY:	CONTRACTOR:
City of Anacortes	Commercial Fire Protection, Inc.
Tiffany Matson	Roger Sigmen
904 6 th Street	17199 Bennett Road
PO Box 547	Mt. Vernon WA 98273-9789
Anacortes, WA 98221	

30. 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.

31. 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.

SCOPE OF WORK Anacortes Fiber and Server ROOM

This quote is based upon our site visit and coordination discussions.

INTERIOR WORK

- A) Commercial Fire Protection will provide two independent NOVEC clean agent automatic fire suppression systems to protect the following areas:
1. Server Room: The total square footage of the protected room is approximately 205.4 Square Feet; total room volume is approximately 1,746 cubic feet. Dry wall ceiling @ 8'-5.5" height above the finished floor, no raised floors in room.
 - The system will consist of one agent cylinders located in the server room mounted on the wall. The cylinder will be piped to a discharge nozzle directly above it. The nozzle will be located approximately 7 feet above the floor level and will be side discharge oriented.
 2. Fiber Room: The total square footage of the protected room is approximately 130 Square Feet; total room volume is approximately 1,009 cubic feet. Dry wall ceiling @ 8'-5.5" height above the finished floor, no raised floors in room.
 - The system will consist of one agent cylinders located in the server room mounted on the wall. The cylinder will be piped to a discharge nozzle directly above it. The nozzle will be located approximately 7 feet above the floor level and will be side discharge oriented.
- B) These systems are Amerex CPS Pre-Engineered system utilizing NOVEC Clean Agent. This is an economical and modern approach to providing Clean Agent fire protection and all components of the system are modular with no field termination/adjustment of electrical connections.
- C) Each room shall have its own independent discharge zone and control panel. The panel will be supervised by the building fire alarm control panel to communicate through the fire alarm's monitoring center upon system trouble or system discharge/activation signals.
- D) Our proposal includes the following:
- Drawings, submittals, material, labor, equipment and professional services necessary to design, obtain approvals for a new Amerex NOVEC clean agent fire suppression system.
 - One Amerex SRX releasing control panel for the detection and control of each clean agent system.
 - NOVEC Clean Agent Fire Protection agent; Server room (1) bottle with 76 lbs. of agent, Fiber room (1) bottle with 48 lbs. of agent.
 - Agent Storage cylinders - one - 130 lb. size for each system, upright floor mounted cylinders will be provided. Cylinders must be located within the protected space. Cylinders that are not installed on concrete walls may require plywood backing that spans the studs in the wall to provide adequate bracing.
 - 1 - 180° engineered side-discharge nozzles.
 - Manual release stations - one adjacent to exit door (2-total). each protected area will feature one remote manual agent release station adjacent to each exit door. These stations can be used by personnel to manually discharge the clean agent in the event of a fire. The stations will be double-action type, which requires two different actions to prevent accidental activation (i.e. – push in then pull down).
 - Abort stations: adjacent to main exit door from the room (2-total). Each protected area will feature one abort station at the exit that can be used by personnel to “hold off” an impending clean agent discharge.
 - Total audible devices:
 - 1- First alarm bells will be installed in each room.
 - 1- Pre-Discharge alarm horn strobes will be installed, one in each room.
 - 1 - Discharge strobe will be located outside each of the protected discharge zones: this device

is activated after the clean agent system has discharged; these devices are installed to alert personnel that the clean agent system has discharged in the protected hazard.

- Signs for the interior and exterior devices.
- Pre testing, commissioning and customer training.

- Room Integrity testing is included in our proposal. 1 test will be conducted for each room.
- As-built drawings will be furnished within 30 days of installation completion. These drawings will be generated by the latest version of AutoCAD. The drawings will depict protected areas, all component locations, isometric piping diagrams, and electrical diagrams.
- Any necessary Electrical and Fire Marshal's office permits are included in our proposal and scope of work.
- The system shall include a one year warranty. We will repair and replace any or all of the work which may prove to be defective in workmanship or materials.

CLARIFICATIONS

- A) Because the NOVEC Fire Suppression Agent is heavier than air, each of the protected room must be sealed air tight, all penetrations must be caulked, HVAC equipment that communicates between the protected space and adjacent portions of the building must have air tight dampers and shut down all fans upon system activation. All doors into the protected space must be sealed and close automatically. All sealing of existing penetrations (i.e. - for conduit and other building components) is the responsibility of others. Failed inspections and tests due to room integrity issues will be billed in addition to the base proposal at a rate of \$980.00 per test.
- B) Commercial Fire Protection Inc. will install the release panel, detection wiring, devices, and discharge loop wiring. This installation includes 2 cross-zoned smoke detectors that will be installed at the ceiling to detect combustion by-products within the protected space. The cross zoning will prevent discharge of the NOVEC agent unless an initial detection signal is confirmed by a second detection signal within the same space, thus eliminating the unwanted nuisance discharge of the system in the event of a detection device failure or improper detection event.
- C) Clean Agent Systems supplied by CFP are required to be supervised by the main Fire Alarm System. Contacts for supervision of the Clean Agent equipment are provided in our scope of work. Wiring and integration of these alarm contacts into the Fire Alarm System is included in our scope and is to be cared for by our subcontractor, Commercial Alarm and Detection; along with all conduit and wiring required for complete installation of the electrical components of this system. Integration to the existing fire alarm control panel is contingent on our ability to access the fire alarm panel for programming purposes. City of Anacortes is responsible to provide access codes if needed.
- D) If necessary, the power in protected spaces, that is to be shut off at time of system discharge, is to be by others, Commercial Fire Protection will provide dry contacts for this purpose.
- E) It is assumed that conduit and wiring may be installed exposed where necessary.
- F) Agent discharge piping will be installed exposed; piping will be black steel pipe.
- G) It is assumed that all work can be performed within our normal working hours of Monday through Friday between the hours of 6 am through 6 pm.
- H) 120-volt power, supplied from a dedicated circuit is required at the clean agent control panel. This is included in our scope of work.
- I) We have prepared this quote using NOVEC clean agent. This price is also good for FM-200 clean agent. This price will be good for either agent as selected by the City of Anacortes.

EXCLUSIONS

- A) Sealing of the area to contain the Clean Agent Gas by means of caulking, or other means, to seal the space. Walls should extend full height around the protected space. All penetrations of the room envelop must be sealed.
- B) This proposal specifically excludes a reserve supply and/or spare clean agent cylinders.
- C) All HVAC systems that communicate from the protected space to other portions of the building must be shut down at system discharge via the building fire alarm system or clean agent control panel. We are only supplying control relays from the clean agent control panel for HVAC shut down. Connection to the HVAC system is to be by others.
- D) Power to HVAC cooling units in the room must shut down on system discharge. We are only supplying control relays from the clean agent control panel for HVAC shut down. Connection to the HVAC system is to be by others.
- E) EPO Switches and shunt trip circuits are excluded.
- F) Preparation for painting, primer, painting or labeling of conduits, boxes, discharge piping and / or equipment.
- G) Provision of a ceiling pressure vent assembly to relieve the internal room when the system discharges.
- H) Access codes for fire alarm panel programing. If the existing fire alarm panel cannot be reprogramed Commercial will advise the city of Anacortes and offer possible solutions.



City Council Agenda Bill

Meeting Date: 4/12/2021 **Agenda Item:** 5A

Subject: Ordinance 3088 is an interim ordinance extending the moratorium on accepting applications using the bonus height provisions of AMC 19.42.050.C, small units, in the R4 Use Zone West of the Commercial Use Zone for an additional six months.

Staff Contact: Don Measamer

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

Action Type	
x	Ordinance No. 3088
	Code Revision?
	Resolution No.
	Contract
	Public Hearing
	Staff Report

Summary Statement: This ordinance would immediately extend the moratorium enacted by Ordinance 3054 for a period of six months on the acceptance of applications for land use permits or building permits in the R4 zone west of the Commercial Use Zone that propose to use the bonus height provisions of [AMC 19.42.050.C](#). The moratorium would not apply to AMC 19.42.050.D the affordable units option. The current Moratorium under Ordinance 3076 expires April 21, 2021.

Background:

With the adoption of Ordinance 3054 October 21, 2019 by City Council a moratorium was established on the acceptance of building and land use permits proposing the use of the Bonus Height Provisions of AMC 19.42.050 in the R4 Use Zone west of the Commercial Use Zone for a period of six months. The moratorium was extended under Ordinance 3069 and Ordinance 3076 expiring April 21, 2021

Due to the current state of emergency with the COVID 19 pandemic work on reviewing and providing recommendations on regulatory amendments to AMC 19.42.50 through the public process has been complicated.

City staff continues work on possible alternatives, however, deadlines established by the work plan in Resolution 3005 cannot be met due to restrictions on public meetings and hearings.

Proposed Ordinance 3088 extends the moratorium for a period of six months to allow additional time to involve the public and work through possible alternatives, expiring October 12, 2021.

The proposed Ordinance does not include a moratorium on the acceptance of applications for projects that propose using AMC 19.42.050. D, Affordable Units Option, thereby allowing the Anacortes Family Center project to move forward.

The following information is provided as additional background from the agenda bill from Ordinance 3054.

The R4 zone has a standard height limit of 40 feet, which has been in effect since 2008 (Ordinance 2794). Between 2008 and 1994, the height limit was 35 feet (Ordinance 2316). The City's 2019 development regulation update ([Ordinance 3040](#)), did not increase that standard height limit in the R4 zone, but did provide for a 10-ft increase in height over the standard height limit if (option 1) 25% of the total dwelling units contain 600 sq ft or smaller units; or (option 2) a qualifying number of affordable dwelling units is provided in the development. The bonus height provision now allows effectively for five-story development.

The City's purpose in enacting the bonus height provisions of AMC 19.42.050 was to incentivize the creation of new dwelling units that are either explicitly "affordable" (option 2), requiring monitoring and enforcement of rental prices of no more than 30% of the household income of households whose annual income is 50% or less of the area median income; or that are 600 sq ft or less (option 1), which have no explicit affordability requirements but are quite small and therefore highly likely to be less expensive than normal-size newly constructed dwelling units and will add more to the supply of housing in the city than larger units. When supply increases, prices decline.

The City's purpose in providing for the bonus height incentive in the Commercial, Central Business District, and R4 zones was to allow for the most intense development in the City to occur in areas where services are most available (e.g., access to food, shopping, and transit) and where existing commercial development is most likely to be compatible, especially in the downtown core and areas between Commercial Ave and "R" Avenue. The City did not limit such new development to only one area, because that would reduce the likelihood that new development would occur.

The westerly portion of the Residential High Density District (the "R4 zone") (shown in purple on the attached map) is bounded by "O" Avenue on its eastern edge for the first four and a half northern blocks, then jogs a half block toward Commercial Avenue and continues southward through the middle of the block between "O" and Commercial until it reaches the Medical Overlay zone. We believe that five-story development west of "O" Avenue may be too intense for the R4 neighborhood between "O" and "M" Avenue and

adjoining streets, and that the City should pause acceptance of applications so that we can fully consider the impacts of such development in that area and re-engage with the community. But further development in the half-block of R4 between “O” Avenue and Commercial Avenue is consistent with the City’s objectives in incentivizing high-density housing in the Commercial Avenue core where services are present, and where a wide street separates less-dense residential land uses.

This ordinance would enact a moratorium, which state law defines as a temporary measure that a city may use while it considers permanent regulations through the usual legislative process of enacting land use regulations (described in [AMC Chapter 19.16](#)).

The moratorium would apply only to applications that meet all of the following criteria:

- for a land use permit or building permit
- in the R4 zone
- West of the Commercial Use Zone
- proposing to use the bonus height provisions of AMC 19.42.050 (i.e., more than the standard height limit of 40 ft)

The moratorium would be effective only for six months unless the City Council takes action to extend it for another six-month period prior to its expiration or unless the City Council adopts permanent regulations.

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 Housing Affordability and Community Services committee recommends extending the moratorium.

Competing Viewpoints Considered:

Recommended Motion: I move to approve Ordinance 3088 extending the moratorium on accepting certain land use applications in the R4 Use Zone West of the Commercial Use Zone.

Alternative Actions: Deny Ordinance 3088 allowing acceptance of certain land use applications related to bonus height in the R4 Use Zone west of the Commercial Use Zone.

Attachments (listed in order presented): Proposed Ordinance 3088

Ordinance No. 3088

An Interim Ordinance Extending Ordinance 3054, Ordinance 3069, and Ordinance 3076 a Moratorium on the Acceptance of Certain Land Use Applications in the R4 Zone West of the Commercial Zone

Whereas the City of Anacortes adopted new development regulations (Ordinance 3040) that, among other things, created new regulations governing the height limit in the R4 zone;

Whereas the bonus height provisions of AMC 19.42.050, which allow for an additional 10 feet of height over the standard height limit of 40 feet, have been the subject of community concerns and comments;

Whereas the City Council desires to review the maximum building height in the R4 zone west of the Commercial Zone; and

Whereas the City Council adopted Ordinance 3054 on October 21, 2019, declaring a moratorium on the acceptance of land use applications in the R4 Zone west of the commercial zone that seek to allow the height bonus provided in Section 19.42.050 C AMC; and

Whereas the City Council adopted Resolution 3005 on October 19, 2020, which affirmed the moratorium and adopted a work plan for evaluating bonus height provisions in the R4 Zone west of the Commercial Zone; and

Whereas the City Council adopted Ordinance 3069 on April 20, 2020, which affirmed the moratorium and extended it for an additional six months, through October 21, 2020; and

Whereas the City Council adopted Ordinance 3076 on October 12, 2020, which affirmed the moratorium and extended it for an additional six months, through April 21, 2021;

Whereas RCW 35A.63.220 and AMC 19.16.110 authorize the City Council to renew moratoriums, interim zoning ordinances, and interim official controls as a recognized technique to preserve the status quo while new plans and regulations are developed; and

Whereas the work plan adopted in Resolution 3005 has been interrupted by the current COVID 19 emergency; and

Whereas the moratorium extension adopted in Ordinance 3076 is set to expire on April 21, 2021, if it is not extended prior to that date; and

Whereas the City Council now finds that additional time is required to complete the actions in the work plan adopted by Resolution 3005 and

Whereas, as an interim ordinance, pursuant to WAC 197-11-880, the adoption of this ordinance is not subject to review under the State Environmental Policy Act;

Now, therefore, the City Council of the City of Anacortes does ordain as follows and adopts the following as findings of fact:

- Section 1. The above recitals are adopted as findings of fact.
- Section 2. The City Council finds that an emergency exists under RCW 35A.12.130 and this ordinance is necessary for the protection of public health, public safety, public property or the public peace, and with adoption by a majority plus one of the entire membership of the City Council (i.e., 5 members) is effective immediately.
- Section 3. The moratorium declared by Ordinance 3054 and extended by Ordinance 3069 and Ordinance 3076 is hereby renewed for an additional six months on the acceptance of any land use or building permit application within the R4 zone west of the Commercial Zone that proposes to utilize the bonus height provisions of AMC 19.42.050.C.
- Section 4. Pursuant to RCW 36.70A.390, the City Council held a public hearing on this interim ordinance extension on April 12, 2021 by accepting both in-person participation via the Zoom video platform and written comment due to the COVID 19 emergency.
- Section 5. This moratorium is effective through October 12, 2021 but may be renewed for an additional six-month period if a subsequent public hearing is held and findings of fact are made prior to renewal.
- Section 6. The City Council supports review and consideration of alternatives to the bonus height provisions of AMC 19.42.050 in the R4 Use Zone west of Commercial Use Zone.

PASSED and APPROVED this 12th day of April, 2021.

APPROVED:

Laurie Gere, Mayor

Attest:

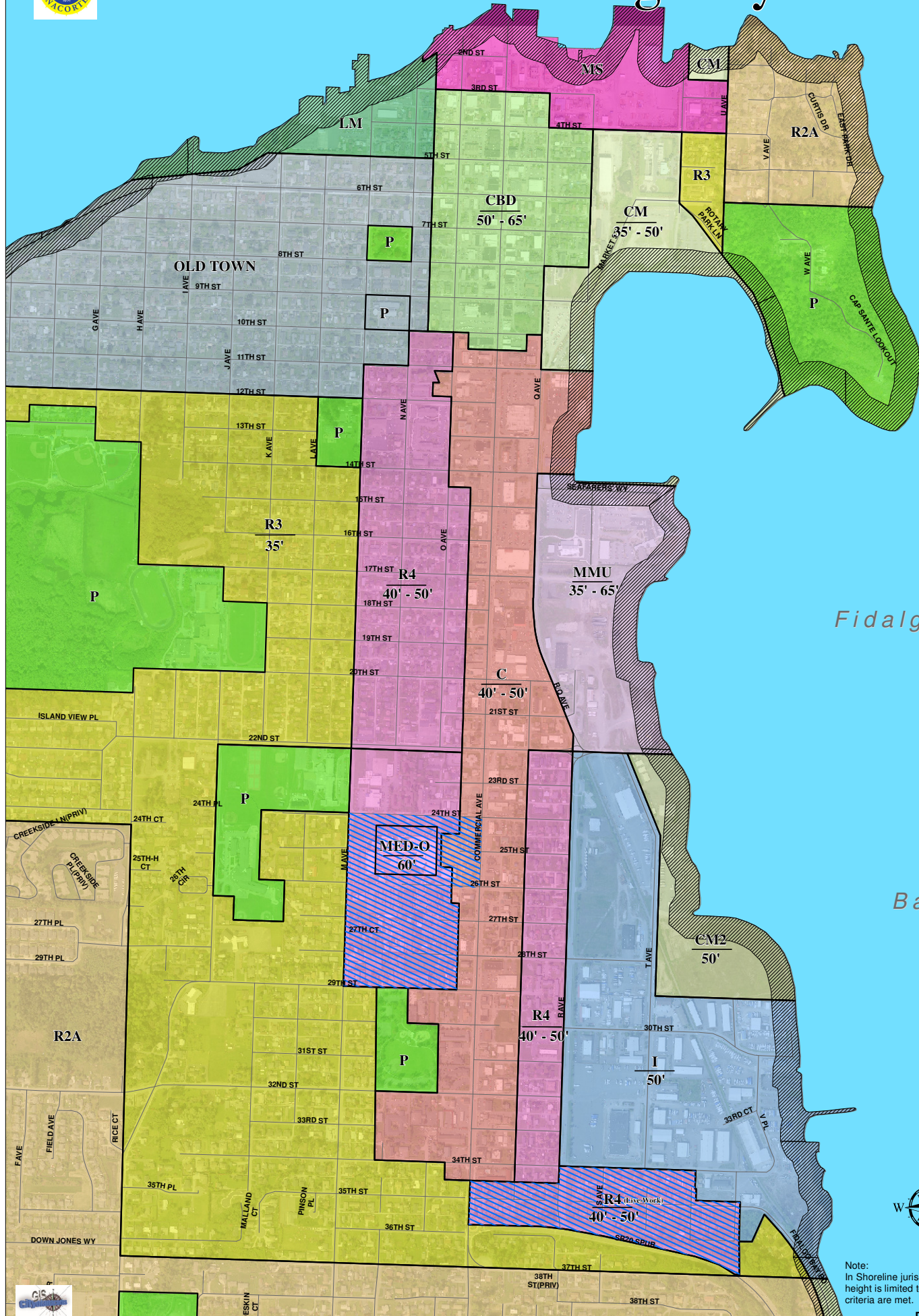
Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney



Base & Maximum Height by Zone



Note:
In Shoreline jurisdiction, building height is limited to 35' unless certain criteria are met.

Hunt, Marcia

From: Measamer, Don
Sent: Monday, April 12, 2021 11:33 AM
To: Hunt, Marcia
Subject: FW: Height limit on Buildings

Hi Marcia,

Received this comment regarding the R4 Bonus Height Moratorium last week.

Thanks



DON MEASAMER
**Director of the Planning, Community &
Economic Development Department**
City of Anacortes
904 6th Street & Q Avenue | Anacortes, WA 98221
p: 360-299-1942
don@cityofanacortes.org | www.anacorteswa.gov

From: FrankRobin Nebuton <7akyoyos@gmail.com>
Sent: Wednesday, April 7, 2021 11:16 AM
To: Measamer, Don <don@cityofanacortes.org>
Subject: Height limit on Buildings

I am in favor of a permanent moratorium on the height limit on buildings in the R4 zone west of the Commercial Zone and anywhere else in town. 40 feet in height should be the maximum for the entire town. By increasing the height limits and thus the density, Anacortes will become too congested. The quality of life that so many people move here for will be gone.

Thank you,
Frank Nebuloni



City Council Agenda Bill

Meeting Date: April 12, 2021

Agenda Item: 6.a.

Agenda Item Title: Thompson Train Static Display Planning

Staff Contact(s): LAURIE GERE, DARCY SWETNAM, BRET LUNSFORD, DON MEASAMER

Approved for Submittal to Council by **Action Type**

DARCY SWETNAM

Discussion

BRET LUNSFORD

LAURIE GERE

Item Summary: Council asked the Mayor's office to develop a plan to construct a static display to open the Thomas G. Thompson train to the public. The Mayor's goals were to honor the donation from the Thompson family and incorporate opportunities for the City to work with the Anacortes Railway Group's enthusiasm to support the project.

Budget Impact:

Mayor asks for Council to allocate budget for the display in the 2021 and 2022 budgets.

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. Memo on Train Options
2. Staff Slide Presentation

CITY OF ANACORTES - MEMORANDUM

TO: CITY COUNCIL
FROM: MAYOR LAURIE GERE
SUBJECT: PROPOSAL FOR THE THOMAS G. THOMPSON, JR. TRAIN
DATE: APRIL 7, 2021
CC:

You asked me to develop a plan for the City to construct a static display for the Thomas G. Thompson, Jr. Train that will be open to the public to comply with the terms of the 2012 letter from Anne Thompson donating the Train to the City. You also asked me to explore the role the Anacortes Railway Group (ARG) could play in supporting this effort.

In preparing this memorandum, I have met and coordinated with City staff, including Museum Director, Bret Lunsford, Planning Director, Don Measamer, Parks Director, Jonn Lunsford, and City Attorney, Darcy Swetnam. I have also met with representatives of the Anacortes Railway Group ("ARG"). Additionally, Ms. Swetnam has met with Lisa Carney, counsel for the Thompson Family.

The goal of this planning effort has been to honor the legacy of the family by fully complying with the 2012 donation letter, while recognizing the community support for the Train's display in Anacortes.

Necessary Elements for a Static Display of the Train

I have identified that the following elements need to be addressed to develop a static display of the Train, regardless of the ultimate structure of that arrangement.

1. Display Development and Operational Considerations:

- a. Train Shed Renovation: The Train is currently housed in the train shed that was constructed by Mr. Thompson and was a part of the history of the Train in Anacortes. Therefore, staff recommend that the City improve the existing train shed, located at the Depot, to allow it to house the static display open to the public.
 - i. Required Improvements. The improvements necessary to make the train shed a permanent house of a static, public display fit primarily into two categories: those upgrades necessary to protect the Train and those

upgrades necessary to allow public enjoyment of the Train.

1. Power: The train shed currently does not have power. Power is necessary to provide lights, heat, and climate control to minimize the elements' impact on the Train. This improvement will both protect the Train and facilitate public enjoyment of it.
2. Foundation work: The train shed currently lacks adequate foundation support. Staff recommends installation of a proper foundation to both protect the Train and allow for a more robust public display.
3. Insulation: The train shed currently lacks insulation to maintain consistent temperature in the shed. Staff proposes insulating the train shed to protect the Train from the elements.
4. Windows: The current shed does not have windows. Staff propose adding windows to the shed, an upgrade necessary to allow public enjoyment of the Train.
5. Miscellaneous improvements: There are other areas where the train shed does not meet current building code standards. While some of these variations are allowed in a historical building, staff recommends working with a contractor to identify those areas where the shed needs to be brought to code. For example, the shed needs to be improved to meet requirements under the Americans with Disability Act. These improvements will both protect the Train and the public to ensure the safety of the building for a public display and provide access to all interested visitors.
6. Miscellaneous enhancements to support public display: City staff recommend identifying areas where the facility can be enhanced to better interpret the history of the Train in Anacortes. These enhancements could include integrating

related artifacts into the display, preparing signs and displays to interpret the Train's history, installing kiosks to show video footage, and other creative ways to honor and commemorate Thomas G. Thompson Jr.'s contribution to Anacortes's history.

- ii. Budget: Staff have consulted with an outside contractor to determine the overall budget to make the required improvements to the train shed and have received an estimate of between \$100,000 and \$115,000. This is not a detailed bid, but provides an overall estimate for budgeting purposes.

b. Operation of Static Display:

- i. Necessary Arrangements: The museum department will have to dedicate staff time to organizing the display and staffing to open it to the public. The City will look to the ARG for volunteers to man the display as well as existing City volunteers. However, staff recommends developing and committing to a schedule for when the display will be open, which may require City staff to man if volunteers are unavailable.
- ii. Budget: The budget impact of this proposal is unknown at this point, because we hope the significant community interest in the display will provide consistent donation of funds and volunteers. However, it may become necessary in the future to add seasonal part-time staff to the museum department to support the Train display.

c. Train and shed maintenance:

i. Required Actions:

- 1. Train Caretaking: Staff have identified that the Train will require some initial work and then ongoing maintenance to protect the asset. Staff recommend the City work with a steam engine expert to identify the specific work and ongoing maintenance needs of the Train.

- a. Initial Work: Before the Train should be opened for public display, it needs to be

cleaned and preserved, which will require consultation with antique steam engine experts.

- b. Annual Train maintenance: The Train will need to have a regular maintenance schedule and City staff will work to develop a schedule in cartegraph to track and identify each of these maintenance needs.
 - c. Shed maintenance: The train shed will be added to the City's facilities department's list for management of building needs and repairs. It will require regular inspections and periodic maintenance as needed.
- ii. Budget: It is difficult to estimate the ongoing costs for maintaining the Train and shed, but staff anticipates potential annual maintenance costs in the area of \$15,000 to \$20,000 per year.
2. Budget Allocations: Council recently expressed reluctance to fund a static display with taxpayer resources. However, Council also expressed a commitment to keep the Train in Anacortes and comply with the 2012 donation. Despite the good intentions of the ARG to support all costs related to the Train's display, the City cannot rely exclusively on an outside funding source to support meeting its obligations. Therefore, I recommend that Council allocate funding to support the Train display.

ARG Proposal: Lease Train and premises to ARG

1. Overview: During my meeting with the Anacortes Railway Group, they brought considerable enthusiasm for organizing all aspects of the Train's display. They requested the City consider a long-term lease of the train shed to their group, and alternatively suggested construction of a new building on City property at another location. They represented that they were working with Strandberg Construction to develop plans for the transformation of the train shed in its current location to a facility capable of public display. They indicated that their group is willing to oversee all aspects of the train shed's construction and all labor required for opening display to the public. This option

would require both a lease and a contract with the ARG as described below.

2. Necessary Agreements:

- a. Lease of the train shed and property to ARG: The ARG requested the City lease the train shed and the land it is located on to their group and that the lease turn over operational oversight to their group. Such a lease would include the following provisions:
 - i. The lease would give them the opportunity to improve the train shed in accordance with specifications that could be laid out in the lease. The City would not be a party to their construction contract.
 - ii. A lease term that would be long enough to guarantee the ARG the opportunity to feel secure that their investment of time and money would be worthwhile.
 - iii. The lease would provide that, upon termination of the lease for any reason, all improvements would revert to the City.
- b. Train Operation Contract between the City and ARG: The ARG has also proposed that they take over operational oversight of the public display as well. To accomplish this transfer, there would have to be a separate agreement between the City and ARG that would lay out the terms of their management of the Train. The following provisions should be included:
 - i. City would give the ARG permission to do work on the Train following specifications that could be laid out in the agreement.
 - ii. ARG would have to organize and oversee all volunteers to staff the static display. There could be provisions that require operation during certain times.
 - iii. The City would require that the ARG to include someone with steam engine expertise on their board or staff.
 - iv. Contract would require ARG to carry necessary insurance to cover risk of loss to the Train, shed, and general liability for their operation of the public display.

The City would have to verify coverage limits and requirements with Washington Cities Insurance Authority.

- v. ARG would have to maintain the Train in a condition specified by the City.
- vi. The Agreement could include language that specifies that ARG may not under any circumstance steam up the Train.
- vii. The Agreement would include a prohibition against moving the Train from the train shed.
- viii. The City would ask for necessary provisions to ensure that the management and oversight of the Train is consistent with the City's obligations to the Train under the 2012 Donation Agreement. However, the City's oversight would not be direct, but via contract.

Staff Proposal: City-led Display with ARG funding and volunteer support.

1. Overview:

Because of the City's obligation to comply with the terms of the 2012 Donation Agreement, my recommendation is that the City oversee the train shed improvements and the eventual public display of the Train. The ARG has reached out and indicated a willingness to help in any way possible. I am very thankful for their community support and interest in making the static display a reality. I believe we can develop an arrangement with the ARG that brings everyone to the table to best meet the City's needs, which can be commemorated through a Memorandum of Agreement.

The ARG indicated that they planned to provide financial support for a static display effort such that the City would not spend any funds on the project. Therefore, the ARG could function much like the Museum Foundation, Senior Center Foundation, Parks Foundation, and Library Foundation, which all provide funding to the departments they support, which the department then uses to carry out the funded projects. I would also like to see the ARG volunteers involved in manning the static display and helping with the work to develop the display.

2. Plan Agreements: This proposal would require the following steps:
- a. The City would need to hire a contractor to improve the train shed:
 - i. This would need to be competitively bid.
 - ii. The contract would lay out the specifications developed by the City with the help of community stakeholders.
 - iii. As the owner of the property, the City will be able to ensure that the property complies with the City's and community's vision for the display.
 - b. A separate agreement with the ARG: I propose to work with the ARG to develop a MOA that covers the ways the City and the group work together. The Agreement could address their commitment to finance the work on the train shed, their group's commitment of volunteer hours, and collaboration on the design of the display. Some specific provisions could include:
 - i. The City would own and oversee operations of the Train's display, including overseeing construction and volunteers.
 - ii. The ARG would commit to provide necessary funding to cover the costs associated with improvements to the train shed.
 - iii. The City would oversee coordination of staff and volunteers to man the Train's open display for the public. This will ensure that the City's general liability coverage under WCIA will remain intact to cover claims that occur related to the display.
 - iv. The ARG would commit to certain levels of funding on an ongoing basis to ensure continued display of the Train.
 - v. The parties would acknowledge that the purpose of the agreement is to develop a permanent static display and, at no time, would the train be fired up.

Conclusion

I am recommending that the City maintain oversight of the construction and operation of the static display, while partnering with the ARG to provide financial and volunteer support to the project. The City certainly appreciates the interest in volunteers to support this effort and wants to ensure they are incorporated into the plan moving forward. The City also wishes to honor the Thompson family's donation of the Train to the City, which was based in part on the fact that the City can guarantee continuity of operation and ownership.

Therefore, I feel the City is in the best position to oversee the Train and shed's improvement and display. I also recommend that Council allocate City funds to support this effort. While the ARG leadership committed at the February 22, 2021 meeting that they would cover all the costs of a static display if Council elected to keep the Train in Anacortes, the City needs to be prepared to ensure proper caretaking of this valuable asset. Therefore, I ask Council to allocate \$115,000 in the 2021 budget and \$25,000 in the 2022 budget to cover these costs. However, these allocations could be significantly less if the City is able to reach an Agreement with ARG that provides financial support to the project.

Staff and I are happy to answer any questions regarding this process and will be available during the April 12, 2021 discussion to help resolve any questions. I look forward to working with all stakeholders to make the Train a community amenity we can all be proud of.

THOMAS G. THOMPSON JR. TRAIN STATIC DISPLAY PLAN

April 12, 2021



MAYOR'S TASKS

- The Mayor was directed by Council to develop the following:
 - A plan for a static display of the Thomas G. Thompson, Jr. Train
 - Plan must honor the commitment of the 2012 Donation Agreement
 - Identify opportunities to work with the community volunteer group interested in supporting this effort (Anacortes Railway Group)



ORIGINAL DONATION

- Thomas G. Thompson Jr. Train was donated to the City by Anne Thompson in June of 2012.
- Train had been retired from operation.
- The original donation was made by letter.
- Letter provided:
 - Train to be transported to, cared for, and stored in Anacortes
 - Train to be used to establish a static display for the enjoyment of the community
- The City agreed that “efforts will be made to raise funds for an eventual display structure”



NECESSARY COMPONENTS OF STATIC DISPLAY PLAN

Mayor and staff have identified that any plan for a static display must address the following components:

- Improve Train Shed
- Operational Plan for Static Display
- Regular Train and Shed Maintenance



IMPROVE TRAIN SHED

- Work Needed
 - Bring Power to the Shed
 - Repair/Install Foundation
 - Install Insulation to Building
 - Install Windows
 - Various improvements to bring building to Code (e.g. ADA Accessibility)
 - Improvements to interpret Thompson Family legacy
- Estimated Cost: \$100,000 to \$115,000



OPERATION OF STATIC DISPLAY

- Necessary Operational Elements:
 - Development of set hours for display of Train
 - Staff oversight of display
 - Volunteers and/or staff to work display
- Budget Impact: Unknown at this point. The City hopes the Anacortes Railway Group will supply adequate volunteers to work hours when display is open to the public, but part-time staff may become necessary in the future if volunteers are unavailable



REGULAR MAINTENANCE OF TRAIN AND SHED

- Necessary Work
 - Train
 - City will need to work with antique steam engine expert to identify repair and maintenance needs of Train
 - Initial Work: Train must be cleaned and restored according to steam engine expert recommendations
 - Annual Work: Annual Train cleaning and maintenance will need to be identified and carried out with help from steam engine expert
 - Shed: Will require regular inspection and periodic maintenance as needed
- Budget: Difficult to identify at this point, but staff estimates between \$15,000 and \$20,000 annually.





MAYOR RECOMMENDATIONS

BUDGET ALLOCATION

- City committed to developing a static display of the Train in 2012 when it accepted donation. City hopes to partner with community volunteers to fund the project, but cannot depend solely on volunteer organizations to meet City obligations
- Specific Allocations:
 - 2021: \$115,000
 - 2022: \$25,000
- City hopes these allocations can be met by the Anacortes Railway Group through an MOA, but if not, City may have to pay these costs



DEVELOP STATIC DISPLAY WITH HELP FROM RAILWAY GROUP

- The Mayor recommends the City maintain control over the train shed and Train, but contract with the Anacortes Railway Group to carry out the shared vision to keep the Train in Anacortes and open to the public
- Proposed Legal Steps:
 - Contract to improve Train Shed: City will hire a contractor to complete necessary improvements to Train Shed
 - Contract must be competitively bid
 - Contract scope of work will include all necessary elements to make train shed into a public display
 - City will oversee construction
 - MOA with Anacortes Railway Group (ARG):
 - City will oversee construction and management of static display
 - ARG will support project with funding for train shed improvements and ongoing operations and maintenance
 - ARG will provide volunteer support to operate static display
 - City will commit long term to the operation of static display
 - Train will not be fired up



NEXT STEPS

- Mayor will direct staff to draft MOA with ARG to meet shared goals of developing static display
- Once negotiated, MOA will come to Council
- Mayor will ask for final budget amendment from Council to support any additional needed funding for static display
- City will procure contractor to improve train shed
- Contract for train shed improvement will come to Council
- Mayor and staff will coordinate details to operationalize static display, including coordination with community partners





QUESTIONS?

