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- The public is encouraged to comment via email to cityclerk@cityofanacortes.org or via written comment addressed to City Clerk, P.O. Box 547, Anacortes, WA 98221. Public comments received by the [City Clerk](#) prior to 3:00 p.m. the day of the meeting will become part of the record for the meeting, just as if presented in person.
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Anacortes City Council
Municipal Building Council Chambers
904 6th Street

October 10, 2022
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Executive Session**
 - a. Potential Real Estate Transaction per RCW 42.30.110(1) (15 minutes) (Discussion)
 - b. Authorization for the Mayor to Sign a Commercial Real Estate Purchase and Sale Agreement for the Purchase of Real Property Located at 9025 - 9029 Molly Lane in Anacortes (Discussion/Action)
4. **Announcements and Committee Reports**
 - a. Mayor's Budget Message
 - b. Public Safety Committee (Report)
 - c. Port / City Liaison Committee (Report)
5. **Public Comment**
6. **Consent Agenda**
 - a. Minutes of October 3, 2022 (Action)
 - b. Approval of claims in the amount of \$352,915.58 (Action)
 - c. Interlocal Agreement with the Anacortes School District: Student Library Card Program #22-228-LIB-001 (Action)
 - d. Contract Award: Fire Station 1 Sectional Doors Replacement #22-253-FAC-001 (Action)
 - e. Contract Modification: Commercial Ave Corridor Plan Phase 1 - 11th St to 13th St Design #19-095-TRN-001 (Action)
7. **Other Business**
 - a. * Capital Facilities Plan, Governmental Funds (Discussion)

Per Resolution 3051, citizens wishing to comment on items not on the agenda may do so under Public Comment. Citizens wishing to comment on 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.

8. Adjournment

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2023 Budget Message

Mayor Matt Miller

Introduction

Honorable City Council and Members of our Community:

In accordance with RCW 35A.33.050, I am proud to present the City's 2023 proposed annual budget. City leadership has worked thoughtfully and cooperatively to create a budget reflecting community and Council priorities and values. The City will continue to provide efficient, quality services while being conscientious of our financial position.

In addition to this message, budget documents will include a Property Tax Resolution, Finance Director's message, revenue sources, budget policies, expenditures by fund, debt, reserves, a report of actuals for 2019 through 2022 and staffing organization and salaries.

This \$129.4 million dollar budget is \$20.8 million over last year's budget.

- \$12.5 million for the deconstruction and cleanup of our decommissioned Water Treatment Plant as required by the Department of Ecology funded by Water Fund capital reserves
- \$5 million for R Avenue improvements funded with a federal grant
- \$2.1 million in negotiated salaries and benefits (a 7.6% increase in total)
- \$1.2 in increased general services:
 - \$600K increase in street overlays
 - \$300K increase in overall insurance
 - \$300K increase in utilities costs

Looking forward, we continue our commitment to balanced fiscal responsibility with our shared priorities of enhancing public safety, smart growth, a focus on infrastructure, fiscal accountability, and quality of life:

- **Enhancing public safety** by strengthening the capability of police and fire departments with additional code enforcement and creative crisis response

- **Smart growth** with a clear vision that supports a variety of housing options, enhances access to waterfront, supports downtown businesses, and protects our natural resources while we monitor impacts of recent code changes with respect to density and affordability
- **Focus on Infrastructure** by fixing our streets using innovative paving strategies and completing our exceptional fiber project that remains on a positive trajectory
- **Fiscal accountability** that prioritizes must haves versus nice to haves, taxing only what we need, with a commitment to transparency in how we spend your tax dollars
- **Quality of Life** by continuing to offer extraordinary services through our library, museum, senior activity center, parks, forestlands, arts, and recreation programs – services that bring our community together and support healthy, vibrant citizens

Public Safety

Anacortes Police Department

The Anacortes Police Department is committed to taking a proactive approach to safety and enforcement. In 2022, the Police Department's funding focused on technology, training, and social services. We acquired body cameras and increased our data storage capabilities to comply with related legislation. Our staff received Patrol Tactics training, De-escalation training and officer wellness training. We continued to fund a social services coordinator and developed outreach partnerships to connect people with needed services.

In 2023, we hope to increase our presence by adding a half-time parking and code enforcement officer to effectively address parking issues, transient RVs, and code violations. We will expand our police camera program to "force-multiply" the eyes of our patrol officers to public areas with deployable cameras. We will redouble our recruiting efforts to hire staff for vacancies, deploying skilled and well-trained officers to ensure the safety and security of our citizens without any reduction of the already high standards of our Police Department.

Anacortes Fire Department

2022 has been a productive year at the Anacortes Fire Department and 2023 will bring significant additional capabilities. We anticipate delivery of our new ladder truck in late 2023. The current ladder truck is 25 years old and is beyond the recommended replacement schedule. We are taking advantage of the LOCAL program through the State Treasurer's Office, which gives us a 10-year fixed rate loan that has a comparatively low interest rate. We obtained a small rescue boat for water rescues and fire response, and we will expand its deployment in 2023.

We restructured our leadership team with the addition of two new Assistant Chiefs, creating shift-supervising Captain positions, and promoting two Lieutenants. Following several retirements and staff transitions, the fire department welcomed nine new employees to the department in 2022. We are continuing our ongoing partnership with Island Health to offset 50% of the cost of our highly successful Community Paramedic Program.

We continue to pursue innovative strategies to enhance our firefighting responses, including pursuing federal SAFER grants for additional career staff, “Red Card” wildland fire training for Parks staff as well as volunteer/part-time support. We are also working to expand the department’s health and wellness focus.

The 2023 budget includes funding to work with our Operations Division to build out a brush engine this spring for both local and state wildland fire deployments. In addition, we continue to evaluate an appropriate location that honors the history of the City’s 1924 American LaFrance Fire Engine.

The City looks forward to the results of a Station Number Three feasibility study currently underway which will help guide how this project moves forward.

Infrastructure

Access Anacortes Fiber Internet

The 2023 budget reflects a continued significant investment in the City’s fiber optic network expansion, which provides high speed internet options for Anacortes businesses and residents. The City Council, with substantial community support, made a commitment in 2019 to this extensive multi-year project. With over 1600 business and residential customers already in service and another 1500 orders in queue, the network is generating over \$1.2M annually. In 2023, the network is expanding to pass an additional 2700 premises in the city. Consistent with our fiber business plan, in 2022 revenues are exceeding the cost of operating the network. The cost of building the network will continue in 2023, and while we are currently cash flowing that construction the City is exploring both debt service options and grant funding opportunities to pay for this community infrastructure investment.

The City has secured a \$2.25M grant from the Economic Development Administration and has applied for a \$563k grant from the WA State Broadband Office to partially fund expansion of the network east of A Avenue, backfilling gaps in our current service area and passing 1,815 premises. These federal funds come with complex conditions to meet the granting agency’s requirements. The timing of the construction project is dependent upon satisfying these requirements.

The area between Anacopper Mine Road and A Avenue construction will begin in the fall of 2022 and continue into 2023, passing an additional 875 homes and businesses. This is projected to cost \$2.58M. The City secured a \$500k grant from Skagit County to offset the cost of the project.

Anacortes is the first city in the State of Washington to operate as an internet service provider. I am excited to see the network expand to pass every home and business within the City of Anacortes. I truly believe that this is an important investment in our community's future.

Public Works

Public Works is the City's largest department and is responsible for managing critical services including streets, engineering, water, sewer, stormwater, facilities, solid waste, and the purchase and maintenance of our vehicular fleet. Our dedicated staff works tirelessly to ensure that these critical City services continue without interruption.

In the new year, we will continue to focus on providing exceptional service, efficient and effective operations, and maintaining the integrity of our infrastructure. Our commitment to service includes development of personnel through training opportunities and supporting a positive and productive workplace where employees can thrive.

As Anacortes continues to see new growth, we will creatively adapt to the impact of traffic, utilities-based infrastructure, and other critical services. We will work with other departments and all stakeholders to implement appropriate models and strategies to address the effects of our growing community.

We are proud of the many projects we accomplished in 2022 including welcoming a new Public Works Director and navigating supply-chain challenges. The 32nd and M Avenue roundabout provided critical safety improvements and was funded almost entirely through grants. We undertook a watermain replacement project, overlay work in several neighborhoods and replaced 600 feet of sidewalk. The exterior of the Senior Activity Center was painted, and we added six (6) electric charging stations at City Hall and the Library. We updated our Stormwater Pollution Plan and added Fiber Optics into our utility network through GIS/Asset.

The Wastewater Treatment Plant saw many upgrades to meet the demands of an ever-increasing regulatory environment and a mature facility. Improvements were made to the sewage sludge incinerator maintaining air emissions compliance and long-term reduction in nutrient discharge. There were repairs, rebuilding, and replacement of pumps to maintain 100% reliability and performance.

In 2023, the Wastewater Treatment Plant will replace clarifier drives and aeration mixers after three decades of service. The basin will be rehabilitated, and we will welcome a new Plant

Manager after the retirement of Becky Fox who will retire after thirty-one (31) years of dedicated leadership and service to the City.

Our Water Treatment Plant serves not only Anacortes but over 56,000 total customers throughout Skagit and Island Counties. We added filter media to ensure plant capacity re-rating by the Department of Health and installed fiber in-pipe and aerial fiber installation to Oak Harbor. We launched a leak detection program ensuring the continual integrity of our system.

In 2023, the Water Treatment Plant will extend our service area to South Fidalgo. We will implement a new Water System Plant Update, complete cross-connection updates, continue watermain replacements and see the demolition of our former plant site.

We look forward to adding a staff position in 2023 that will serve half-time in our Stormwater Program and half-time providing needed support to inspection and code enforcement. This position will complement our work protecting the Salish Sea and meet our priority of cleaning up blemished properties in our community. This position will be funded through our restricted permit funds and stormwater fees.

Major projects planned for 2023 include R Avenue long-term improvements, such as a roundabout at 30th Street and R Avenue which will be mostly funded through a Freight Mobility Enhancement grant. We will continue the work securing the necessary permits for our Outfall Project construction, continue road paving, sidewalk replacements and will acquire two (2) new garbage trucks. The fire station will receive a necessary elevator modernization and we will complete our Stormwater Management Action Plan. We will be implementing a new app-based system called *See, Click, Fix* which will route and track citizen-requested repairs.

Smart Growth

Planning, Community, and Economic Development

The Planning, Community and Economic Development department is tasked with supporting the community's vision for our future as outlined in the Anacortes Comprehensive Plan. The values defining our work include sustainability, preservation, economic vitality, and providing a supported and connected community.

With those values in mind, we continue our focus on the implementation of our Shoreline Master Program and the work we have begun with the Watershed Company and critical areas updates to include implementation of a newly adopted Riparian Management Zone (streams and buffer) Regulations. Critical areas are identified as environmentally sensitive areas protected through regulations. We have implemented an online map where the public may

access information about their property and/or surrounding areas. The City Planning Department can then provide support, information, and permitting guidance for critical areas. We also continue our efforts to provide seamless service by eliminating what was once an entirely paper-based system to a digital permitting process. We will be implementing *SmartGov* permitting software allowing applicants to track their application online. We are excited to continue finding new and innovative ways to improve efficiencies and best serve our constituents.

In our ongoing support of the maritime industry, we will install Travel Lift pier floats at the city-owned dock. In our Capital Facilities Plan (CFP) we included the creosote pile and treated wood replacement, which meets our lease requirements and supports environmental stewardship goals.

In accordance with the Anacortes Comprehensive Plan, City Council has adopted new development regulations to support housing affordability and diversity policies. Included are new standards for smaller housing types and new affordable housing provisions and incentives. These are living documents that will be updated as needed. These changes aim to increase opportunities for our citizens to secure housing that is safe and relatively affordable.

Municipal Court and Public Defense

The City employs a court administrator, two court clerks and contracts with Skagit County District Court for Judicial Services. The Municipal Court is responsible for processing infractions and citations in violation of city ordinances and state statutes issued by the Anacortes Police Department. The Municipal Court has a duty to set cases for arraignments, hearings, probation revocations, and trial. The Municipal Court also provides a Community Court, which is a non-traditional system that works to address the root cause giving rise to criminal behavior. In 2023, the City will contribute funds toward some of the costs associated with Community Court as we evaluate the effectiveness of this new process.

The City employs a full-time public defender and legal assistant to meet the state-mandated standards for delivery of public defense services. This budget maintains the commitment to continue to serve this community to the highest standards.

Both the Anacortes Municipal Court and the Public Defender's Office continue to manage the impacts of the Washington State Supreme Court decision in *State v. Blake*. The Blake decision invalidated Washington's strict liability making drug possession cases much more difficult to prosecute. As a result, the Municipal Court now hears cases previously heard by the County Superior Court. We are closely monitoring potential change in the state laws moving forward.

City Business

City Attorney

The role of the City Attorney's Office is to provide in-house counsel to City leaders and staff, ensuring the City meets the highest legal standards. The City Attorney's Office saw two retirements in 2022 and we were pleased to welcome two new legal assistants to the team. One focus for 2023 will be on cross training to build redundancy into key City services, including public records requests, prosecution services, and claims management.

The legal department will focus on implementing the City's enterprise content management program in departments that deal with public safety records, including the Anacortes Police Department, Anacortes Municipal Court, and the Prosecuting Attorney's Office. Moving these records to an electronic repository will provide better records retention and management, automation of important processes, and increased transparency.

Human Resources

In January, I will be asking City Council to confirm my appointment of Reilly Wynn as the Human Resources and Labor Relations Director. Ms. Wynn currently serves as the City's Human Resources Manager. The Human Resources department also is staffed with a Human Resources Assistant and continues to receive assistance from the Administrative Services Director.

As the City evaluates the cost of compensation for our employees, we recognize that inflation rarely equates to increased revenue streams. The City seeks to provide a livable and competitive wage to our staff while being mindful that we need to ensure long term financial sustainability.

In 2022 successor collective bargaining agreements were negotiated with the International Association of Firefighters Local 1537 and the Anacortes Police Guild units. Collective bargaining is currently underway for the successor bargaining agreement with the Teamster's Local 231 bargaining agreement.

Information Systems and Technology

The Information Systems and Technology division supports computing and networking requirements playing a vital role in keeping the City's business moving forward. The work of this division is crucial to every department's success and essential to ensure stability and security of city networks. Each year there is an increase in the number of systems the IS/T division is responsible for with new hardware and software requirements.

The division is funded through departmental interfund charges. Each department's funding allocation is based on the number of "nodes" that each department utilizes. Interfund charges support the department's operating costs and equipment replacements costs.

The 2023 budget includes funding to increase network storage capacity to support our data growth and additional Laserfiche license for APD and Municipal Court staff. The division will implement a password manager to secure passwords. Restructuring of network segments will improve security and protect critical data. Funding to replace legacy hardware is also included. IT training and cybersecurity awareness training will continue in 2023. Windows 11 Enterprise will be the primary operating system for endpoint devices.

Quality of Life

Parks and Recreation

The stewardship of the parks and community forest lands is the responsibility of our Parks and Recreation Department. Staff works daily to improve our parks as well as providing year-round opportunities for our citizens to recreate. The 2023 budget continues a commitment to the health and well-being of local residents through the enjoyment of our parks and recreation programs enhancing our quality of life.

We will continue the momentum created in 2022 by offering ten (10) different sport leagues, fifty (50) classes and nine (9) community events in 2023. Our events such as the Egg Dash, Kids-R-Best Fest and Wonderland Walk each attract over five hundred (500) local participants annually.

In the coming year we will make significant improvements to our parks. The design for the new skate park will be completed and construction is set to begin in 2023. Likewise, our new restroom near the playground at Washington Park is on track to be completed in 2023.

Senior Activity Center

Our Senior Activity Center is operating at pre-pandemic levels with nearly 100 visitors a day and a full host of classes and activities. Art, physical fitness, and educational classes are all back at the Center. As the only accredited senior center in the state of Washington we take pride in providing innovative programs such as "Aging Mastery" where participants learn a roadmap for life after retirement.

Museum

Anacortes Museum staff operate three public facilities in our historic downtown: the museum and research library at the Carnegie building, the Maritime Heritage Center, and the National Historic Landmark *W.T. Preston* snag boat. Beyond these structures, Museum outreach extends to stewardship of the Bill Mitchell murals, creation of interpretive signage at significant locations, and digital platforms linked from the Museum website to more than 80,000 archived photographs, historic films, and online access to 110 years of local newspapers.

The Anacortes Museum provides dedicated customer service for residents and visitors while working in collaboration with community organizations with respect for our history. Beyond core needs, the museum partners on fundraising with the Anacortes Museum Foundation to enhance our exhibits, events, publications, and other programs.

Library

I encourage everyone to rediscover the incredible community space that is your Anacortes Public Library and everything it has to offer. The library creates connection and enriches the community with resources and programming available to all.

In 2023 we will see our children's area update come to fruition thanks to a generous donation from Anacortes residents Bob and Sylvia Maxson. The space will be transformed with some new shelving and furniture, an expansion of our early learning play space, and a maker space offering more opportunities for hands-on learning.

The library staff offers hundreds of programs a year for all ages, supporting lifelong learning, early literacy, STEM (science, technology, engineering, and math), and endless opportunities to cultivate curiosity. In 2023 we will continue to adapt our programming to the needs of the community. We will work with our citizens, especially our young adults and teens, to create events and learning opportunities to meet the demand for relevant and needed social and educational programs in a space designed for them.

The 2023 library budget is an investment in the quality of life of the community by supporting a service that empowers a lifetime of discovery for Anacortes residents.

Conclusion

It is my fiscal responsibility to continuously evaluate City revenue and expenditures with a view of maintaining a strong financial position while providing quality municipal services.

While we have weathered the pandemic in a solid position, enabling us to cash-flow our Access Anacortes Fiber project, we predict an uncertain economic climate in 2023. Inflation, recovering supply chains and likely recession has led us to prepare a conservative budget that we will closely monitor until a clearer fiscal picture emerges.

This budget reflects our unwavering commitment to serving each and every resident to the highest standard and protecting the strong fiscal position of the City. We commit to providing our front-line public safety professionals with the resources and tools they need in a challenging legal environment. We will continue to maintain and improve our public infrastructure and facilities – assuring that every resident enjoys the quality of life that is the hallmark of our community.



Anacortes City Council

Municipal Building Council Chambers
904 Sixth Street

October 10, 2022
6:00 p.m.

PUBLIC COMMENT SIGN IN SHEET

Per Resolution 3051, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk (*) may do so as those items are considered by Council during the course of the meeting. Citizens wishing to speak will please sign in at the back of the Council Chambers prior to the start of the meeting. The Mayor may limit comments to those who have signed in and may limit the time allotted to each speaker to facilitate the orderly progress of the meeting. These rules are intended to promote an orderly system of holding a public hearing or meeting, to give every person who wishes to speak an opportunity to be heard, and to ensure that no individual is embarrassed by exercising his or her right to free speech.

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

Name	Topic
Mary Ann Ryan ✓	Health & Safety
NICK RICCI ✓	Health & Safety
JOHN PINQUOCH ✓	Homeless
Kim Holley ✓	Homeless/Drug crimes
Mark McEathron ✓	Health / Safety
Mary McEathron ✓	Safety / Public Nuisance
Mary Jo McArdle ✓	homeless / housing (maybe)

Continue on back of sheet as needed

Anacortes City Council Minutes - October 3, 2022

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of October 3, 2022 at 6:00 p.m. Councilmembers Jeremy Carter, Christine Cleland-McGrath, Bruce McDougall and Amanda Hubik were present.

Councilmembers Ryan Walters and Carolyn Moulton participated in the meeting remotely via Zoom.

Councilmember Anthony Young was absent.

Mr. Carter moved, seconded by Ms. Hubik, to excuse the absence of Mr. Young. The motion carried unanimously by voice vote.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller shared an update regarding the ongoing investigation and progress toward rebuilding the Tommy Thompson Trail Trestle. The final Alcohol, Tobacco, Firearms and Explosives investigative report should be provided to the City this week. Staff are submitting permits to state and local agencies and ordering necessary supplies for decking, lumber and fencing. Parks and Recreation will open portions of the trail in the coming weeks to increase safe access to the trestle. He reported that many generous donations continue to come in and that additional donations can be made via the Parks Foundation website. Mayor Miller concluded by announcing the Chamber of Commerce sponsored event, Bier on the Pier, this weekend at the Transit Shed on Friday from 5-8pm and Saturday from 12-3pm and 4-7pm.

Finance Committee

Mr. McDougall reported that the Finance Committee did not meet as scheduled.

Public Works Committee

Mayor Miller reported that the Public Works Committee did not meet and there would be no report provided.

Public Comment

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

Megan Schorr of Anacortes commented on public safety and health. Ms. Schorr thanked Mayor Miller and the mayors of Mount Vernon, Burlington and Sedro-Woolley for addressing the concerns of citizens with a letter to state legislators informing them of the humanitarian crisis in Washington state. She mentioned the inability of merchants and police to effectively punish or deter shoplifters, adding that a misdemeanor is no longer a punishable offense in Washington and that police are prevented from pursuing suspected criminals. She denounced the current legislative environment as madness and a mockery of our social contract that attempts to further an incomprehensibly perverse moral virtue. Ms. Schorr asserted that current policies protect criminals, while effectively subjecting productive citizens to crime and vilifying law enforcement officers who attempt to prevent it. She asked the City Council and the Mayor to enact legislation to change the current system and to take up the issue with state legislators. She advocated putting funds toward staffing jails, funding mental institutions and creating low-income housing for families and recovering drug addicts so that these individuals can take responsibility for their lives and actions and become better integrated into society. Ms. Schorr concluded that this issue affects all, regardless of political outlook, and requires common sense and truly compassionate legislative action.

Cody Hart of Sedro-Woolley, a Navy veteran and independent reporter, noted his statewide advocacy for election integrity over the past several years. He pointed out two separate interviews he conducted with Skagit County election officials, in which he claimed that they admitted to locking out election observers, misinforming them of ballot processing times, and conducting ballot processing at publicly undisclosed times during the recent August 2022 primary election. Mr. Hart then summarized a video interview with Mr. Wiggins, a Skagit County Sheriff's representative speaking on behalf of Sheriff Ron McDermott and Prosecuting Attorney Rich Weyrich, who Mr. Hart said confirmed that the Skagit County Sheriff's office will not investigate election crimes in Skagit County and will refer them to the State Attorney General's office. He termed this suggestion as a dead end and obstruction of justice, noting that the State Attorney General's office does not conduct investigations through citizen referrals. Mr. Hart reminded the Council that the Skagit County Sheriff and Auditor are under contract with the City of Anacortes through interlocal agreements, and provided notice that these entities stand in breach of such agreements and will continue to violate them unless the Council takes action to legally remedy the situation. He concluded by encouraging Councilmembers to inform constituents where they stand on the issue of election integrity and that they would be held accountable for their views, positing that this is not a political issue, but is about our Constitution and being a democracy.

Jeff Zeiger of Cap Sante in Anacortes commented on the encroachment on public lands on 5th Street and Cap Sante Park. He expressed agreement with comments made by friends and neighbors at recent Council meetings, and added that waiting over a decade from the time the initial encroachment notice was issued to take action is more than enough time. He requested the City to set and enforce a deadline in the near future to finally resolve the situation.

John Campbell of Anacortes deferred his comments.

Consent Agenda

Mr. Walters removed Item 5.c., Contract Award: W.T. Preston Deck Recoating #22-243-MUS-001, from the Consent Agenda.

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

a. Minutes of September 26, 2022

b. Approval of claims in the amount of \$1,021,385.22

The following vouchers/checks were approved for payment:

EFT numbers: 104395 through 104432, total \$375,169.22

Check numbers: 104394 and 104433 through 104448, total \$183,390.25

Wire transfer numbers: 310891 through 311153, total \$462,825.75

Contract Award: W.T. Preston Deck Recoating #22-243-MUS-001

Mr. Walters highlighted the contract amount of \$67,553.92 because it represents a substantial amount of money for the project, pointing out the asset could be lost if the work is not completed. He moved to authorize the Mayor to sign contract 22-243-MUS-001 with North West Colors Inc. for the amount of \$67,553.92 to perform the W.T. Preston Deck Recoating, which was seconded by Ms. Hubik. The motion carried unanimously by voice vote.

Public Hearings

Public Hearing on 2023 Budgeted Revenue Sources

Finance Director, Steve Hoglund, opened the public hearing on 2023 Budgeted Revenue Sources referencing a slide presentation that was included in the packet materials for the meeting. He updated the Council on forecast utility revenues and tax revenues (property, sales, utility) for 2023. He mentioned that the public hearing requires consideration of a potential 1 percent property tax increase, which will be brought back before the Council for approval in early November.

Mayor Miller noted the challenge faced by the Finance Director in projecting budget numbers for the coming year, but expressed his satisfaction with them.

Mr. McDougall asked Mr. Hoglund to clarify the millage metric. Mr. Hoglund responded that millage is based upon the valuation of the property and the actual property tax levy that is used to assess the property tax on a per thousand dollar basis of property value. He then detailed the required calculation $\text{millage} = (\text{total property value} / 1000) / (\text{total levy})$. Millage is then used to determine the property tax for each property owner. Mr. McDougall followed up by asking if property values have increased an average of 50-60% over the past ten years, then why have property taxes only increased 10%? Mr. Hoglund replied that the assessed value is increasing faster than the levy, and thus millage is decreasing.

Mr. Walters thanked Mr. Hoglund for the presentation and pointed out that the property tax collected today compared to the amount collected in 2016 adjusted for inflation reflects a decrease in the purchasing power for the City over time, as the 1% allowable annual increase is not keeping pace with inflation. He added that as inflation has increased at 23.4% since 2016, the costs of staffing and materials are rising more commensurate with inflation, but property tax revenues are not. He went on to mention that sales tax revenues help make up some of the difference, underscoring the necessity for approving the 1% property tax increase. He asked if the 2023 tax revenue projections include new construction. Mr. Hoglund responded affirmatively. Mr. Walters expressed his appreciation for the revenue associated with new construction, and also reminded the Council and audience that new construction also brings new costs in increased demand for services.

Ms. Cleland-McGrath asked if the budgeted or projected sales tax for 2023 is 5% below sales tax revenues for 2022. Mr. Hoglund responded that it is the projected amount, and explained that actual sales tax revenue amounts through July are paired with historical norms to project the total revenue for 2022.

Mayor Miller asked if members of the public in person or online would like to comment, no public comments were offered, and the public hearing was closed.

Ordinance 4031 Extending the Moratorium on the Acceptance of Certain Land Use Permit Applications in the R4 Use Zone West of the Commercial Use Zone that seek to use the Bonus Height provisions of AMC Section 19.42.050 C.

Planning Community and Economic Development Director, Don Measamer, opened a public hearing for Ordinance 4031 Extending the Moratorium on the Acceptance of Certain Land Use Permit Applications in the R4 Use Zone West of the Commercial Use Zone that seek to use the Bonus Height provisions of the AMC Section 19.42.050(c). He detailed the history of the moratorium, which was extended several times due to the COVID-19 pandemic, various workloads and other actions. Mr. Measamer recounted that at the June 27, 2022 meeting, the Council produced eight concepts that were taken back to the Planning Commission for review and public comment, which is still in progress. He then detailed staff work with Makers Architecture and Urban Design, LLP to develop the Housing Action Plan to address housing needs and said that since 2016 the average new units constructed are 101 with 131 new units needed to meet the goals set forth in the 2016 Comprehensive Plan. He then reported that the Housing Action Plan is eighty-five percent complete and will be presented to the

Planning Commission over the next few months and then subsequently come before the Council via the Housing Affordability and Community Services and Planning committees. Mr. Measamer then presented two options: Council can approve Ordinance 4031, which would trigger staff to come back to the Council with a resolution and a work plan within 60 days, or allow the moratorium to expire on October 11th. He pointed out the recent trend of a greater variety of housing coming on the market due to the good work of the Council, the public and the Planning Commission updating development regulations, which he expected to continue and be further diversified through proposals from the Housing Action Plan.

Mayor Miller invited the public to comment on the agenda item.

Erica Pickett of Anacortes spoke in favor of the five-story building height, pointing out that as a neighbor residing within a half block of the Fidalgo Flats building, the advantages of a large building are that farmland, forest land and coastal areas are not being used for housing development. She continued by mentioning that the close proximity of residents in this area to amenities and services makes it possible for those living there to conduct most activities without the need and associated costs of operating a vehicle. She concluded by saying that she recognizes there is opposition to these buildings within the community and the associated challenges for the Council, but taller buildings provide living space for more people and conserve energy when compared to single-family homes.

Mr. Walters asserted that housing is needed in Anacortes and height is needed along Commercial Avenue, especially in the Central Business District and elsewhere. He expressed his agreement with Ms. Pickett's reasoning and added that more options are needed for housing, including small units, apartments, and condominiums. He recounted writing the moratorium to prevent five-story buildings from being constructed westward up to M Avenue, underscoring the importance of integrating multi-unit housing into existing residential areas by providing a diverse range of options that might be more palatable to the existing property owners. He advocated for continuing on the present path, warning that allowing the moratorium to expire would break faith with the public who are expecting a public process to explore housing development options. He declared that the only option for the Council is to move the Ordinance forward, continuing the promised public process, and pointed out that one of the options in the process is doing nothing and letting the moratorium expire, as he insisted the process is important to ensure public participation and input. Mr. Walters continued mentioning that the ongoing Housing Action Plan and associated ordinance for housing options, including height, should be integrated into the process. He recommended the Council approve Ordinance 4031 to move the public process forward to provide options for the community to consider at all income levels.

Ms. Moulton recounted that it had been three years and acknowledged that many are running short on patience, and that she would like this to be the last extension. She agreed with Mr. Walters that the moratorium be extended and integrated into the Housing Action Plan, which would require some small adjustments.

Ms. Cleland-McGrath summarized that there have been intense discussions on these issues in the Planning Committee and recommended that others read the Makers Architecture and Urban Design, LLP recommendations that were included in the packet materials for the meeting. She also pointed out that the initial shock around the introduction of a five-story building into the R4 zone has subsided somewhat, as other options including townhomes and three-story buildings could be integrated as well. She said that it is important that the public be able to see the final Housing Action Plan and discuss housing throughout Anacortes, including bonus height incentive for the R4 zone. She added that additional height would likely be needed in other residential zones of the city and that one more renewal of the moratorium is warranted as part of the process to enable the Planning Commission to complete its work.

CHRISTINE CLELAND-MCGRATH moved, seconded by JEREMY CARTER, to Approve Ordinance 4031. Vote: Ayes - JEREMY CARTER, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Mayor Miller added that he heard the Council loud and clear that this is the final moratorium extension and pledged to work with the Planning Commission and Makers Architecture and Urban Design, LLP to provide the Council with at least a couple of reasonable options. The public hearing was closed.

Other Business

Interlocal Agreement 22-227-MCT-001 with Administrative Office of the Courts (AOC) for the Reimbursement Agreement Between AOC & City of Anacortes

City Attorney, Darcy Swetnam, introduced interlocal agreement 22-227-MCT-001 with Administrative Office of the Courts (AOC) to provide reimbursements to assist Cities and Municipal Courts with extraordinary judicial, prosecutorial, or defense-related costs of resentencing and vacating the sentences of defendants whose convictions or sentences are affected by the *State v. Blake* decision, and to provide reimbursements to assist Cities and Municipal Courts who have reimbursed or will reimburse legal financial obligations to defendants whose convictions or sentences in Municipal Court are affected by the decision. She introduced Administrative Services Director, Emily Schuh, who would also be able to answer questions from the Council. Ms. Swetnam then detailed the implications of the Blake decision in December 2021 on county court systems, including vacating convictions and reimbursing the defendants for associated financial obligations related to their cases, referring to the slide presentation that was included in the packet materials for the meeting. She specified that \$72,234 would be available for City costs including staff time, and \$62,816 would be available for reimbursing those who had to pay costs associated with their defense. She mentioned a meeting held with the AOC that helped clarify the reimbursement process.

Ms. Cleland-McGrath wondered how far back people are able to have their convictions vacated and if the defendant would be required to initiate the action to have the sentence vacated. Ms. Swetnam did not provide a time limitation and confirmed that an individual could request to have their conviction vacated. However, some jurisdictions were proactively vacating such sentences while reimbursement funds were available.

Mr. Walters asked if there had been any estimations as to whether or not the amounts allocated are commensurate with the potential obligations. Ms. Schuh responded that most of the convictions prior to the *Blake* decision were adjudicated in Superior (County) court and that Ms. Welch, the Municipal Court Administrator, is currently investigating the numbers for the City. Mayor Miller pointed out that before *Blake*, the vast majority of possession cases would have been Class C felonies and tried at the Superior court level. Mr. Walters wondered what type and number of relevant cases and convictions occurred in Anacortes Municipal Court. Ms. Swetnam replied that estimation work is ongoing.

Ms. Moulton asked that staff notify the Council of answers to Mr. Walters inquiry. Mr. Walters asked if the reimbursement funds had been built into the 2023 budget. Mayor Miller noted that Mr. Hoglund indicated that it has not.

CAROLYN MOULTON moved, seconded by Amanda Hubik, to authorize the Mayor to sign Interlocal Agreement 22-227-MCT-001 with Administrative Office of the Courts (AOC) and the City of Anacortes. Vote: Ayes - JEREMY CARTER, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Capital Facilities Plan (CFP), Public Works Projects

Finance Director, Steve Hoglund, introduced the review of the Capital Facilities Plan for Public Works Projects. He noted that there is some overlap with the Parks and Recreation department due to public works projects being undertaken. Senior Accountant, Philip Steffen, detailed the CFP via OpenGov software, pointing out the graphing functions to best depict budget information for users.

Ms. Moulton asked Mr. Steffen to get down into the details for the water projects for 2023. Mr. Steffen pointed out that a user must pull up the CFP, sort by the 2023 column and search for water and then go into budgets on the side toolbar. Mayor Miller pointed out that this is a major flaw in the software.

Mr. Hoglund pointed out that none of the CFP projects are funded through debt, but through existing cash reserves or future receipts. Ms. Moulton asked if there was a location to find the funding sources for each project. Mr. Steffen pointed out different means to find funding source information through the software application, including by state budget code and broader revenue type. Mr. Walters asked if there was a quick reference guide for funding sources. Mr. Steffen responded that there was not, but he would develop one. Ms. Moulton asked if there were screenshot instructions or tip sheets to assist users with navigation in OpenGov to different modules and/or different views.

Mr. Hoglund then moved through a review of the Public Works CFP projects. He started with water projects. Mr. Walters asked about the 'Pipeline Replacements 2023' with respect to the high-profile infrastructure failures over the last year, and whether or not the budget for this item is adequate in light of these incidents. Water Treatment Plant Manager, Brian McDaniel, pointed out that the ongoing Water System Plan update will provide suggestions for improving the system and that the 2023 funding allocation was held at present levels pending those results.

Mr. Walters asked if the amount for Advanced Metering Infrastructure includes all funds required for project completion. Mr. McDaniel pointed out that additional funds are budgeted in 2024 and 2025 and added that the software was purchased up front and that the project would be completed in phases with additional antennas being installed throughout the City and periodic updates on individual meters. Mr. Walters asked how much was spent so far on this project. Mr. McDaniel promised to follow up with that detail.

Ms. Moulton asked if 2022 expenditures could be included in the CFP in OpenGov. Mayor Miller responded that a short summary of the project details to date should be possible.

Mr. Walters asked which stage of the project is WTP Phase 4&5 Water Controls Reliability. Mr. McDaniel responded that it is the final stage of the project.

Mr. Hoglund continued the CFP review with wastewater projects. Mayor Miller wondered about the increased numbers for solids handling in 2027 and 2028. Wastewater Treatment Plant Manager, Becky Fox, responded that the higher numbers are for sewer line extensions and looking at future alternatives to the solids handling process. Mr. Walters asked if these budget numbers are informed estimates for solids handling and the sewer line from Lovrics to Sixth Street. Ms. Fox responded that the sewer line for Lovrics to 6th Street has been in the CFP for a while and is still a provisional project. She added that additional costs for solids handling would be clearer with further study and that current costs are based on a rough estimate from an engineer. Mr. Walters asked for more information about the 6th Street sewer line. Engineering Services Manager, Tim Hohmann, pointed out that the sewer line is a new line to support potential future development in that area. Mr. Walters asked if the project would support the sewer system generally, pointing out that future development should pay for its own sewer line. Mr. Hohmann replied that it was conceived with the goal of pump station reduction and system outflow problems. Mr. Walters explained that he highlighted the project because sewer rates are calculated using CFP and should be removed if not justified, which will save residents money or sewer rates.

Mayor Miller pointed out that in 2025 sewer rates would be calculated using the CPI inflator. Mr. McDougall asked that the Lovrics to 6th Street sewer project be better defined in geographic terms to specify the areas served by the proposed new line.

Mr. Hoglund continued the review of transportation projects. Mr. Walters wondered about the project at 12th Street and K Avenue. Mr. Hohmann pointed out that the project is included as part of the Comprehensive Plan to address the failing left turn traffic score and needs to be included in the CFP to maintain the possibility for grant funding. Mr. Walters pointed out that the funding source indicated traffic impact fees. Mr. Hohmann responded that this is standard for any project included in the Comprehensive Plan. Mr. Walters asked if \$1,000,000 was adequate to fund a roundabout. Mr. Hohmann responded that is not likely and that it would more likely involve left turn traffic control.

Mr. McDougall asked about Q Avenue and 17th Street project. Mr. Hohmann responded that as a primary entry and egress point from the MJB development, it is scheduled to be a roundabout.

Mr. Walters pointed out that more details (referring to the Fidalgo Bay Road Reconstruction) about the likelihood of funding should be indicated and asked that projects be carefully considered for inclusion on the CFP if grant funds are involved. Mayor Miller responded that this project was included to show that the project was not a priority for City funding but that the City can support efforts to obtain grant funding. Mr. Hohmann pointed out that OpenGov priorities can be helpful in categorizing projects. Mr. Hoglund detailed the funding priorities: 1= critical need and resources available; 2= necessary, resources available; 3= necessary, resources not available; 4= nice to have, resources available; 5= nice to have, resources not available.

Mr. Hoglund continued reviewing stormwater and sanitation projects. He pointed out that facilities projects will be included under general projects and are funded through real estate excise tax. Mr. Walters pointed out his concerns regarding storm water projects to ensure that downstream upgrades are happening to facilitate increased capacity and support future development and advocated that specific projects be included in the CFP. Mr. Hohmann responded that there are projects programmed to increase capacity but they are not included in the OpenGov version CFP, but that the department plans on re-evaluating them. Mr. Walters asked if there are grant opportunities for stormwater capacity improvement and that these projects should be included in the CFP. Mayor Miller responded that consideration of impacts on sewer rates should be taken into account and that more detail on stormwater projects is needed.

Mr. Walters requested more data regarding the various facilities maintenance projects for individual projects, and proposed a price cap on individual projects to be included separately in the CFP. Mayor Miller agreed that such a distinction is necessary.

Adjournment

There being no further business, at approximately 8:10 p.m. the Anacortes City Council meeting of October 3, 2022 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 October 10, 2022 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
311508	1/25/2022	GC0006099	CODE PUBLISHING, LLC	CODIFICATION SERVICES -	\$ 119.41	legal
311494	8/5/2022	ReimbLindquist	LINDQUIST, THAD	REIMBURSE PHARMACY COPAY, LEOFF1 RETIREE	\$ 11.85	hr
311495	8/12/2022	ReimbLindquist	LINDQUIST, THAD	REIMBURSE PHARMACY COPAY, LEOFF1 RETIREE	\$ 11.85	hr
311496	8/15/2022	ReimbLindquist	LINDQUIST, THAD	REIMBURSE PHARMACY COPAY, LEOFF1 RETIREE	\$ 26.40	hr
311503	8/25/2022	INV052108	TRAFFIC SAFETY SUPPLY CO. INC	LTAC EQUIPMENT TRAILER SUPPLIES	\$ 2,288.23	plan
311504	9/5/2022	Pay App 3	COLACURCIO BROTHERS CONST	32ND STREET AND M AVENUE INTERSECTION IMPROVEMENTS PROJECT	\$ 52,800.02	pw1
311470	9/7/2022	S5-7533135	SEATTLE AUTOMOTIVE DIST INC	RADIATOR #035	\$ 546.63	dshop
311512	9/9/2022	3568926	ZOLL MEDICAL CORPORATION	PATIENT CABLES, ADULT SENSORS	\$ 1,908.14	medic
311206	9/14/2022	0257947-1	FERGUSON ENTERPRISES, INC	STRAP WRENCH	\$ 74.21	dwtp
311516	9/16/2022	17092 - 19	H W LOCHNER, INC	R AVE LONG-TERM IMPROVEMENT - ENGINEERING - 7/23/22-9/16/22	\$ 6,178.14	pw1
311515	9/16/2022	OC-06	H W LOCHNER, INC	ON-CALL PROFESSIONAL PLAN REVIEW CONSULTANT SERVICES - 8/20/22-9/16/22	\$ 8,148.81	pw1
311487	9/19/2022	39635819	LIFELINE	LIFELINE SERVICES, LEOFF 1 RETIREE 9/18-10/18/22	\$ 83.16	hr
311208	9/19/2022	5607526976	UNIT PROCESS COMPANY	SIEMENS VERIFICATOR RENTAL - 1 MONTH	\$ 1,736.51	dwtp
311205	9/19/2022	848212	CASCADE COLUMBIA DISTRIBUTION	SODIUM FLUORIDE 88 50# BAGS / 2 PALLETS	\$ 5,640.80	dwtp
311207	9/19/2022	98069909	ECO SERVICES OPERATIONS CORP	ALUMINUM SULFATE	\$ 4,622.12	dwtp
311472	9/19/2022	RE 41 JA2711 L174	WASHINGTON STATE DEPARTMENT	SIGNAL LIGHT MAINT AUG. 2022	\$ 43.30	dshop
311295	9/20/2022	307484	DEPT OF LABOR & INDUSTRIES	LIBRARY ELEVATOR INSPECTION	\$ 285.40	pwfac
311204	9/21/2022	50577550	UNIVAR USA INC	SODIUM HYDROXIDE	\$ 4,587.50	dwtp
311500	9/21/2022	J76646/1	PETTY CASH FUND	MURAL SUPPLIES	\$ 10.87	museum

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
311483	9/21/2022	ReimbNations	NATIONS, JACQUELINE	BOOT ALLOWANCE; DET SGT NATIONS	\$ 250.00	apd
311210	9/22/2022	111969	WALTON BEVERAGE COMPANY, INC	BREAKROOM SUPPLIES	\$ 57.50	dwtpt
311209	9/22/2022	120345	USA BLUE BOOK	REED VALVE OPERATOR KIT	\$ 3,190.26	dwtpt
311211	9/22/2022	851271	HASA, INC	SODIUM HYPOCHLORITE	\$ 5,041.77	dwtpt
311497	9/22/2022	ReimbLindquist	LINDQUIST, THAD	REIMBURSE PHARMACY COPAY, LEOFF1 RETIREE	\$ 26.40	hr
311478	9/23/2022	022206485	GALLS, LLC.	UNIFORM PANTS; OFC WILSON	\$ 53.64	apd
311260	9/23/2022	6151	FIRE SERVICE REPAIR, LLC	OPERATING SUPPLIES- #202	\$ 71.60	dshop
311212	9/26/2022	13261903	HACH COMPANY	FLUORIDE REAGENT	\$ 892.07	dwtpt
311376	9/26/2022	BC1716644	GALLS, LLC.	NEW HIRE UNIFORM ORDER: MC	\$ 1,468.26	medic
311203	9/27/2022	0001-276275	NAPA	HYDRAULIC HOSE FITTINGS #514	\$ 91.89	dshop
311303	9/27/2022	0001-276279	NAPA	SOCKET TRAYS- SHOP	\$ 167.40	dshop
311259	9/27/2022	0001-276280	NAPA	PLIERS RACK - SHOP	\$ 23.79	dshop
311258	9/27/2022	124724	USA BLUE BOOK	PH PROBES	\$ 1,882.81	dwtpt
311367	9/27/2022	18933	TRANSPORTATION SOLUTIONS INC	32ND AND M INTERSECTION DESIGN - AUG 16 - SEP 15, 2022	\$ 19,866.06	pw1
311502	9/27/2022	2022030	MILLER, BRUCE	MURAL CONSERVATION	\$ 1,200.00	museum
311201	9/27/2022	327923	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 359.37	pwfac
311202	9/27/2022	328185	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 521.32	pwfac
311305	9/28/2022	0001-276328	NAPA	FUEL PUMP KIT #859	\$ 104.14	dshop
311304	9/28/2022	0001-276346	NAPA	HYDRAULIC FILTER #515	\$ 24.52	dshop
311297	9/28/2022	0291410-IN	REISNER DISTRIBUTOR INC	MAINTENANCE SUPPLIES - INCINERATOR FUEL	\$ 1,962.11	dwwtpt
311257	9/28/2022	126335	USA BLUE BOOK	PH PROBES	\$ 1,885.19	dwtpt
311396	9/28/2022	220015149234	PUGET SOUND ENERGY INC	8147 S MARCHS POINT RD STREETLIGHT 8/30-9/28/22	\$ 139.81	dshop
311481	9/28/2022	360-293-4900-0912865	ZIPLY FIBER	APD BAC LINE 9/28-10/27/22	\$ 91.42	apd
311296	9/28/2022	360-293-6427-0218975	ZIPLY FIBER	CITY HALL 911 9/28-10/27/22	\$ 85.00	finance
311307	9/28/2022	360-299-3674-0214175	ZIPLY FIBER	OPS 9/28-10/27/22	\$ 75.73	dshop
311480	9/28/2022	360-299-6615-0615165	ZIPLY FIBER	APD 911 LINE 9/28-10/27/22	\$ 78.72	apd
311482	9/28/2022	360-588-9248-0619005	ZIPLY FIBER	APD BACKUP LINE 9/28-10/27/22	\$ 211.68	apd

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
311382	9/28/2022	AN 874039	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 90.33	medic
311498	9/28/2022	B43512	PETTY CASH FUND	MURAL SUPPLIES	\$ 38.23	museum
311301	9/29/2022	0001-276442	NAPA	BRAKE PADS & BRAKE ROTORS- #102	\$ 476.25	dshop
311300	9/29/2022	0001-276449	NAPA	BRAKE ROTORS- #102	\$ 147.65	dshop
311299	9/29/2022	0001-276502	NAPA	MISC OIL FILTERS- SHOP STOCK	\$ 506.01	dshop
311371	9/29/2022	0001-276528	NAPA	AUTO PARTS	\$ 4.34	dshop
311488	9/29/2022	10521047	NAVIA BENEFIT SOLUTIONS, INC	FLEXIBLE SPENDING PARTICIPANT FEE	\$ 124.50	hr
311298	9/29/2022	111996	WALTON BEVERAGE COMPANY, INC	OPS: BREAKROOM SUPPLIES	\$ 173.00	dshop
311306	9/29/2022	12P19644	MOTOR TRUCKS, INC	HYDRAULIC FILTER #515	\$ 60.91	dshop
311302	9/29/2022	13270405	HACH COMPANY	ORP PROBE REFERENCE SOLUTION	\$ 152.14	dwtpt
311473	9/29/2022	1963592	MILES SAND & GRAVEL CO.	GRAVEL	\$ 213.25	fiber
311309	9/29/2022	684	BLUE COW CARWASH	CAR WASHES- 2ND QTR	\$ 760.00	dshop
311386	9/29/2022	773064	REECE, STORMIE	DEPOT CLEANING FOR SEPTEMBER	\$ 1,166.00	parks1
311308	9/29/2022	I6226795	HD FOWLER COMPANY INC	MAINTENANCE - W3 PLUMBING FREIGHT CHARGE	\$ 66.37	dwwtp
311471	9/29/2022	R657472	CORE & MAIN LP	WATER INVENTORY PARTS	\$ 2,471.28	wdist
311391	9/30/2022	0001-276568	NAPA	WINDSHIELD REPAIR KIT	\$ 30.92	dshop
311505	9/30/2022	0182927	GEOENGINEERS, INC.	ON-CALL CRITICAL AREAS-RELATED SERVICES - 4100 OAKES AVE	\$ 2,398.38	plan
311365	9/30/2022	0922	NELSON, BONNIE	ORGANIZATION AND MANAGEMENT OF THE AGING MASTERY PROGRAM - SEP. 2022	\$ 812.50	pkrec
311385	9/30/2022	2022 Q3-Ana	SKAGIT COUNTY DEM	3RD QTR SHARED COSTS	\$ 13,696.59	medic
311397	9/30/2022	220025931985	PUGET SOUND ENERGY INC	CHERRY LN ORCHARD AVE ST LIGHTS 9/1-9/30/22	\$ 7.79	dshop
311395	9/30/2022	221142	T-SHIRTS BY DESIGN	REC PROGRAM SUPPLIES	\$ 8,363.46	pkrec
311509	9/30/2022	248 984 6277 5	CASCADE NATURAL GAS CORP.	WTP 8/31-9/29/22	\$ 506.59	dwtpt
311489	9/30/2022	31768	ORCA INFORMATION, INC	BACKGROUND CHECKS	\$ 189.00	hr
311392	9/30/2022	852860	HASA, INC	PLANT CHEMICALS - SODIUM HYPOCHLORITE	\$ 6,365.03	dwwtp
311514	9/30/2022	GC0008717	CODE PUBLISHING, LLC	CODIFICATION SERVICES - SEPTEMBER 2022	\$ 835.86	legal
311506	9/30/2022	GC0008803	CODE PUBLISHING, LLC	CODIFICATION SERVICES - SEPTEMBER 2022	\$ 119.41	legal

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
311364	9/30/2022	September	SKAGIT LAW GROUP, PLLC	PROS ATTY SERV SEPT 22	\$ 6,560.00	attorney
311394	10/1/2022	134582	VENTEK INTERNATIONAL	WA PARK PAY STATION MONITORING 10/1-10/31/22	\$ 135.00	parks1
311513	10/1/2022	2022-07	MERRIMAN MUNICIPAL	BANKING SERVICES PROCUREMENT 2022	\$ 800.00	finance
311519	10/1/2022	21-043-FIN-001	ANACORTES FAMILY CENTER	AFFORDABLE HOUSING TAX PAYMENT	\$ 34,931.29	finance
311517	10/1/2022	21-247-FIN-001	ANACORTES HOUSING AUTHORITY	AFFORDABLE HOUSING TAX PAYMENT	\$ 34,931.29	finance
311379	10/1/2022	5065681462	RICOH USA, INC	CITY WIDE 7/1-9/30/22	\$ 269.72	finance
311477	10/1/2022	5065681834	RICOH USA, INC	S/N C86138599 APD FRONT OFFICE COPIES 9/1-9/30/22	\$ 29.41	apd
311381	10/1/2022	5065682226	RICOH USA, INC	S/N C86086497 PUB DEF COPIES 7/1-9/30/22	\$ 37.10	finance
311384	10/1/2022	5065682296	RICOH USA, INC	S/N C86152062 HR COPIES 9/1-9/30/22	\$ 14.64	finance
311493	10/1/2022	890728495	TRANSAMERICA LIFE INS CO	LEOFF LONG-TERM CARE INSURANCE	\$ 316.78	hr
311368	10/3/2022	1452	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 292.50	court
311369	10/3/2022	1453	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 7.50	court
311370	10/3/2022	1454	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 525.00	court
311373	10/3/2022	1455	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 210.00	court
311374	10/3/2022	1456	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 112.50	court
311375	10/3/2022	1457	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 60.00	court
311378	10/3/2022	1458	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 960.00	court
311522	10/3/2022	2247	THE CLEAN TEAM	2022 JANITORIAL SERVICES - SEPTEMBER 2022	\$ 4,300.00	pw1
311499	10/3/2022	2248	THE CLEAN TEAM	LTAC CLEAN TEAM RESTROOM	\$ 3,200.00	plan
311521	10/3/2022	2249	THE CLEAN TEAM	2022 JANITORIAL SERVICES - CITY HALL & SENIOR CENTER 9/26/22-9/30/22	\$ 600.00	pw1
311390	10/3/2022	23-WAG994323-1	DEPARTMENT OF ECOLOGY	HEART LAKE WATER QUALITY PERMIT	\$ 682.00	parks1
311393	10/3/2022	23-WAR309543-1	DEPARTMENT OF ECOLOGY	GRAND VIEW CEMETERY STORMWATER PERMIT	\$ 780.00	parks1
311520	10/4/2022	03188	SKAGIT COUNTY SHERIFF'S OFFICE	JAIL TAX PAYMENT PER CONTRACT	\$ 92,695.12	finance
311510	10/4/2022	207004	OASYS INC	PLOTTER CHARGE BASE AND CONTRACT 10/9/22-11/8/22	\$ 66.59	pw1
311476	10/4/2022	34684	THRIFTY CLEANERS	UNIFORM CLEANING 9/1-10/1/22	\$ 91.07	apd
311511	10/4/2022	7238228331	CARDINAL HEALTH 110, INC.	PHARMA: ETOMIDATE, GLUCAGEN. ALBUTEROL.	\$ 1,414.22	medic

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
311485	10/4/2022	I23001445	WASHINGTON STATE PATROL	BACKGROUND CHECKS; SEPT 2022	\$ 172.25	apd
	Total				\$ 352,915.58	



City Council Agenda Bill

Meeting Date: October 10, 2022 **Agenda Item:** 6.c.

Agenda Item Title: Interlocal Agreement with the Anacortes School District: Student Library Card Program #22-228-LIB-001

Staff Contact(s): JEFF VOGEL

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

Item Summary: City staff seeks City Council consent to enter into an interlocal agreement with the Anacortes School District No. 103 to continue the partnership to provide public library cards to all students using their ASD assigned ID number giving them access to public library materials and digital resources.

Background: This is the second Interlocal agreement following the similar one that ended in August of 2022. It continues the partnership almost exactly as it was for the past three years with minor updates requested by City staff to details regarding student data transfer to ensure City staff get necessary student data in a timely manner, and ensures that City and District staff have time allocated to meet and train together each year.

Key Terms:

- Term is from contract execution through 8/31/25.
- The District shall compensate the City \$3,000.00 per school year.

Budget Impact:

The City will receive \$3,000.00 per school year from ASD.

Previous Action: On [12/23/2019](#) City Council approved Interlocal [19-201-LIB-001](#) which established the Student Card Program through 8/31/22.

Recommended Motion: I move that City Council authorize the Mayor to execute the Interlocal Cooperation Agreement 22-228-LIB-001 between the City of Anacortes and the Anacortes School District No. 103.

Alternative Actions: Not approve the interlocal.

Attachments (listed in order presented):

1. 22-228-LIB-001

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
CITY OF ANACORTES
AND
ANACORTES SCHOOL DISTRICT No. 103

THIS AGREEMENT (herein "Agreement") is made and entered into by and between CITY OF ANACORTES, a Washington municipal corporation (herein "City") and ANACORTES SCHOOL DISTRICT No. 103, a Washington municipal corporation (herein "District") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. City and District may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties". In consideration of the following, the parties mutually agree as follows:

WHEREAS, the Student Card program is a City initiative designed to provide access to, and promote the use of, online and physical public library resources for every student enrolled in the District. In partnership with the District, the City will make available to students and teachers, a wide array of physical and electronic library resources: research databases, downloadable eBooks and other tools. This resource provision will take place virtually and physically by students via their unique District student identification number;

WHEREAS, in order to facilitate the Student Card program an exchange of specific student data from the District to the City must occur. This exchange of student data is necessary to enable the City to provide access to the City's electronic resources and eBook collections to all students attending District schools;

WHEREAS, the parties wish to clearly define roles and responsibilities of the parties as they relate to the Student Card program;

NOW, THEREFORE, for and in consideration of the promises set forth hereafter, the City and District hereby agree as follows:

1. TERM OF AGREEMENT: The term of this Agreement shall be from date at which both parties have completed execution through August 31, 2025, unless sooner terminated pursuant to the terms herein.

2. RESPONSIBILITIES OF THE PARTIES: The Responsibilities of the parties to the agreement shall be as follows:

A. The District will:

- i. Provide a mechanism for parents to "opt-out" of the sharing of student data.
- ii. Allow City to engage with District personnel and students for the purposes of promoting and educating District staff and students about Library resources and their use consistent with District policies and applicable law.
- iii. Distribute copies of printed material and in digital format provided by the Anacortes Public Library for promotional materials in the school libraries.
- iv. Provide link to City website on District laptops.
- v. Allow emails from Biblionix and those ending in @cityofanacortes.org to reach students for the purpose of notifying users of reserve and overdue notifications.
- vi. Provide data elements in a CVS format to a secure site for upload to City database for students in grades Kindergarten-12th on a monthly basis to the City by the 10th of each month. Data elements will include new and deleted students, as well as name changes. Data shared by the parties under this Agreement shall be limited to the following data elements: Student Full Name; Student ID #; School Name; Student Date of Birth; Student Grade; Student Graduation Year; Student E-mail; Student Mailing Address.
- vii. District will not include student records that have been opted-out of the program in data transfers to City.
- viii. Provide staff support for one day of training for the District Librarian and Paraprofessionals from each school library to attend one joint library training each school year alongside the librarians from Anacortes Public Library, to be hosted by the City.

B. The City will:

- i. Provide access physical items and all of City's electronic library resources as agreed to for students enrolled in the District. The maximum limit of physical items will be set at either 5 or 10 items as determined by the City.
- ii. Provide copies of the printed documents/hand out should be provided to the district for distribution to the District for promotion and education regarding the student card for parents and students in print and digital format where appropriate to expedite the sharing of information between the District and the City.
- iii. Provide necessary support for District personnel, students and City staff to enable and encourage effective use of City library resources by school staff and students.
- iv. Abide by any restrictions set forth by District in terms of data sharing and maintain appropriate data security consistent with District practices.
- v. Abide by Family Educational Rights and Privacy Act of 1974 (FERPA) and maintain the confidentiality of student data released to City. The City will adhere to any FERPA compliance concerns raised by the District Superintendent consistent with this Agreement, City policies, and applicable state and federal law.
- vi. Format student identification numbers to integrate them into City's library patron database. If this is not possible, City will provide physical library cards with unique numbers for each student.
- vii. Upload District provided student data to the City patron database at monthly intervals no later than the 10th of each month.
- viii. Provide the location and agenda for the joint annual training in coordination with the District Librarian each year.

3. PAYMENT: The District shall compensate the City of \$3,000.00 per school year. The City will bill the District per school year no later than September 30th of the current year. Payment by the District will be made within thirty days from date of billing notice.

4. ADMINISTRATION: City and District agree to provide appropriate staff support to execute their data management, and custodial responsibilities under this agreement.

A. The following person(s) will serve as primary contact(s) at City and District for matters relating to the transfer and management of data:

City	District
Jeff Vogel: jeffv@cityofanacortes.org	Heather Paddock: hpaddock@asd103.org

B. The following person(s) will serve as primary contact(s) at City and District for matters relating to the administration of this agreement:

City	District
Diana Farnsworth: dianaf@cityofanacortes.org Leslie Wilson: lesliew@cityofanacortes.org	Heather Paddock: hpaddock@asd103.org

5. PERMISSIBLE STUDENT DATA USE AND SHARING UNDER THIS AGREEMENT: Student data will be used solely for the following purposes:

- A. For inclusion in City's library patron database which is used to allow students to access electronic library resources.
- B. For program evaluation purposes.

6. **OWNERSHIP OF STUDENT DATA:** All student data shared as part of this agreement will remain the property of District and is intended to retain its character as FERPA protected student records, also protected under Washington law. This Agreement represents and warrants that the student data covered under this agreement shall not be disclosed, released, revealed, showed, sold, rented, leased, or loaned to any person or organization except as [a] specified herein, [b] approved in an executed Data Sharing Agreement, or [c] as required by law.

7. **CUSTODIAL RESPONSIBILITY AND STUDENT DATA STEWARDSHIP**

- A. City agrees not to use the student data for any purposes other than for those specified in this agreement. In addition, City agrees to fully cooperate with District in the event that an adult individual or the parent or guardian of a child under 18 years old requests the opportunity to review his/her personally identifiable information disclosed to City by District or wishes to revoke consent to share data with City.
- B. For the purposes of this agreement and ensuring the parties compliance with the terms of this agreement and all applicable state and federal laws, the parties designate City as the custodian of their patron database. City will be responsible for the observance of all conditions for use and for establishment and maintenance of security arrangements to prevent unauthorized use of student data as specified in this agreement.
- C. While City will make its best efforts to facilitate the secure transmission of data between the parties, City is not responsible for ensuring the internal or network security of any party for breaches of security occurring prior to the confirmed receipt of or access to data. In the event of a breach of security regarding data at issue under this Agreement the parties shall cooperate in a timely fashion to inform the other party and remedy the issue.
- D. City and District will inform each other, in writing, of the staff member(s) assigned to each role, as well as changes in staffing for these roles. City and District agree that roles specified may be performed by multiple staff members.
- E. In the event of a request for records under the Public Records Act (PRA) under the laws of the State of Washington regarding this Agreement or the student data shared under this Agreement the party receiving the request shall provide notice of the request to the other party.

8. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement. Any property owned and used by the City of Anacortes in connection with this Agreement shall remain the property of the City of Anacortes, any property owned and used by the District shall remain the property of the District, unless otherwise specifically provided for in this Agreement.

9. **NO PARTNERSHIP OR JOINT VENTURE:** No partnership and/or joint venture exists between the parties, and no partnership and/or joint venture is created by and between the parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, and/or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other party.

10. **NO THIRD PARTY BENEFICIARIES:** This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, the general public, property owners and residents at or in the vicinity of the Project(s), or any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of any party.

11. **INDEMNIFICATION:** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions and those of its officials, officers, agents, employees, volunteers, assigns, contractors, subcontractors, and/or consultants to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability, loss, and/or expense, including but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the other party, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, except to the extent such injury to persons or damage to property is due to the negligence of the other party, its subcontractors, its elected officers, employees, volunteers, and/or their agents. It is further provided that no liability shall attach to either party by reason of entering into this contract except as expressly provided herein.

12. **TERMINATION:** Any party hereto may terminate this Agreement upon sixty (60) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination, except that the duty to indemnify pursuant to paragraph 11 shall survive such termination.

13. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

14. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement 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.

15. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

16. **STATUS OF AGREEMENT:** This Agreement is in addition to, and is not intended to replace, substitute, modify, or otherwise amend any other agreements by and between the parties. Any other agreements by and between the parties shall continue in full force and effect, unless specified to the contrary herein.

17. **ASSIGNMENT AND SUBCONTRACTING:** No portion of this Agreement may be assigned, contracted, and/or subcontracted to any other individual, firm, company, and/or other entity by either party.

18. **DEFAULT:** Failure of the parties to comply with the terms of this Agreement shall constitute default. The parties shall have all remedies for the enforcement of this Agreement as provided by law.

19. **VENUE AND CHOICE OF LAW:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

20. **CAPTIONS & COUNTERPARTS:** The captions in this Agreement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

21. **INSURANCE**

The City shall procure (unless it exists already) and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the contract hereunder by the City, its agents, representatives, employees, or subcontractors. The City shall obtain insurance as follows and provide a *Certificate of Insurance* evidencing:

1. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and no less than \$2,000,000 aggregate for personal/advertising injury, bodily injury, and property damage. Coverage shall include but not be limited to products/completed operations.
2. Sexual Abuse & Molestation insurance with limits no less than \$1,000,000 combined single limit.

The District Superintendent shall be given thirty (30) days prior written notice by the City of any cancellation, suspension, or material change in coverage of the required policies.

The Parties acknowledge that the City's participation in Washington Cities Insurance Authority municipal risk pool meets all insurance requirements of this Agreement.

22. NEUTRAL AUTHORSHIP: Each of the terms and provisions of this Agreement have been reviewed and negotiated, and represents the combined work product of the parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement. The parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement and have either done so, or have voluntarily chosen not to do so. The parties represent and warrant that they have fully read this Agreement, that they understand its meaning and effect, and that they enter into this Agreement with full knowledge of its terms. The parties have entered into this Agreement without duress or undue influence.

IN WITNESS WHEREOF, the City of Anacortes and the Anacortes School District No. 103 have executed this Agreement by their duly authorized officials pursuant to all requirements of law.

ANACORTES SCHOOL DISTRICT No. 103

CITY OF ANACORTES

Justin Irish, Superintendent

Matt Miller, Mayor

Date

Date



City Council Agenda Bill

Meeting Date: October 10, 2022 **Agenda Item:** 6.d.

Agenda Item Title: Contract Award: Fire Station 1 Sectional Doors Replacement #22-253-FAC-001

Staff Contact(s): Henry Hash

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$72,000.58 to Overhead Door Company of Bellingham LLC to replace four (4) sectional doors at Fire Station 1.

Background:

1. **History:** Fire Station 1 is in need of new overhead doors because the current door sections on site are not in production anymore. In addition, it has been a constant struggle keeping them working properly resulting in many hours of staff time on repairs and maintenance. Years back Overhead Door Co. made a production change from tongue & groove to a shiplap style. These two section styles are not compatible together. In addition, the age of the doors and operators make it so the system is quite outdated and likely not up to code. For safety and maintenance reasons, we strongly suggest full replacement of doors and operators at FS1.
2. **Key Terms:**
 - Contract is for a fixed price of \$72,000.58.
 - The Contractor shall complete the work by November 30, 2022.
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 Overhead Door Company of Bellingham LLC.

Budget Impact:

Contractor	Overhead Door Company of Bellingham LLC
Contract Amount	\$72,000.58

Earmarked Funds	\$260,000.00
BARS #	001.713.518.30.48
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	11/30/22

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 22-253-FAC-001 with Overhead Door Company of Bellingham LLC in the amount of \$72,000.58 to perform the Fire Station 1 Sectional Doors Replacement.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 22-253-FAC-001



CONTRACT 22-253-FAC-001
AGREEMENT WITH
OVERHEAD DOOR COMPANY OF BELLINGHAM LLC

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Overhead Door Company of Bellingham LLC, a private contractor at 202 Ohio St., Bellingham, WA 98225 (herein after referred to as "Contractor").

PROJECT
FIRE STATION 1 SECTIONAL DOORS REPLACEMENT

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to replace four (4) sectional doors at Anacortes Fire Station 1, 1016 13th St, Anacortes, WA 98221. Work is specified in Exhibit A, which is attached hereto and incorporated by reference.
2. **Contract Price:** The Contractor will perform the scope of work above for a firm fixed price of **Seventy-Two Thousand Dollars and Fifty-Eight Cents (\$72,000.58)**, which includes \$5,823.58 sales tax at an 8.8% rate. This includes all mobilization, demobilization, labor, materials, standard freight, and administrative overhead for the project. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the contractor will be retained.
3. **Bonds:** Pursuant to RCW 39.08.010, the Contractor shall provide the City a performance bond and payment bond for the full contract amount to be in effect as detailed in the incorporated General Provisions. The City may at its option release the bonds once all the conditions of RCW 39.08.010-1a have been discharged.
4. **Time of Completion:** The Contractor shall complete the work by November 30, 2022.
5. **Project Management.** Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager Mac Jackson (360) 299-1961.
6. **Contract Requirements:** As detailed in the General Provisions, Contractor must have a valid contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies.** Forms Needed: 1) Proof of Insurance with Additional Insured Endorsements; 2) Intent to Pay Prevailing Wage; 3) Affidavit of Wages Paid; 4) Performance Bond; 5) Payment Bond; 6) Certification of Compliance with Wage Payment Statutes.
7. **Contract Documents:** The attached Exhibit A and General Provisions are included in this Contract Agreement.

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

Owner:

City of Anacortes

Mayor

Date

Contractor:

Overhead Door Company of Bellingham LLC

Date

Contractor License #



CONTRACT 22-253-FAC-001 EXHIBIT A

Scope of Work

Contractor shall furnish and install four (4) 592 CS, 12' 2" x 14' 1", White 4 sectional doors.

Specifications:

OPERATOR: RSX - Standard Duty, 1/2 HP, 115/208/230V 1Phase 60Hz, Hoist, Right, Photoeyes-Reflective (Monitored), Direct Couple, 21.3 RPM (via Internal Slow- Down Kit), 1:1 Direct Couple Kit, Brake, Auxiliary Output Module, Timer to Close, Receiver,Built-In,Std, 4 Channel,315 390 RSX OCDFX4.S: 1, 3-Button,Nema1,Flush/Surface,O/C/S,Stl: 1, Hand Chain,26'

DOOR: 592, 12' 2" x 14' 1", White, Ribbed Panel, 7 Sect, 3 Pnl, SES, Std Btm Seal

LITES: Custom, AFV, 4 Pnl, 1/2" IGU,Tempered,Clear,DSB, Anodized, Clear Anodized, S4: AFV, 4 Pnl, S5: AFV, 4 Pnl, S6: AFV

STRUTS: Balancing, S1: (2) HS3, S2: (2) HS3, S3: (2) HS3, S4: (0), S5: (0), S6: (0), S7: (2) HS3

LOCK: ISL, 1, Metal Step Plate/Lift Handle, Gray TRK/HDW: 3", 15"R, Angle In, Steel, Pusher Springs Bumper, 184.875 FTSC

SPRING: Torsion, Qty: 2, Front, 75K, Extra Spring Brackets, 1" Solid, Two-Piece Split Solid Shaft w/Coupler, 7-5/8" x 0.469 x 43.55, 7.3 Turns, D800-384, 5/32" x 202", Bal Wt: 664.56

OPERATION: JackShaft, Side Mount, Stop Bottom Fixtures

Includes removal and disposal of old product. All wiring will be provided by the City.

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) (*ONE (1) filed per contractor and each subcontractor per contract*). 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 (*ONE (1) filed per contractor and each subcontractor per contract*). L&I provides the wage forms. ***All costs associated with such fees shall be included in the Contract price as part of the fixed costs of overhead for this Contract, including any anticipated subcontractor filing fees. Any change in the fee by L&I will not be grounds for revision in the Contract Amount. The City will only pay for the actual cost charged by L&I for the filing of the intent and affidavit.***

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://secure.lni.wa.gov/wagelookup/>. 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. 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 twelve 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 Washington Department of Revenue, Washington Employment Security Department, and the Washington 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 Washington Department of Revenue, Washington Employment Security Department, and the Washington 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.

3. 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 Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries 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 Washington Department of Revenue, Washington Employment Securities Department, and the Washington Department of Labor and Industries, and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

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

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

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.

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

5. 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 and Office of the Mayor of the City of Anacortes as it may relate to City of Anacortes projects.

6. 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.

7. Invoicing. All invoices shall at a minimum include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, **Agreement Number**, and Price. The Contractor must allow 30 calendar days from receipt of the invoice for payment. ***If requested by the City the Contractor shall provide a cost breakdown of charges.*** 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.

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

amount so paid or incurred from amounts due to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the City under this clause.

9. 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.

10. 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.

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

12. 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. For one year after acceptance of any corrections by the City the Contractor shall be responsible for correcting all defects in workmanship and materials in the corrected work. 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 impact any other legal rights or remedies of the City.

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

14. 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. City Full Availability of Contractor Limits:** If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the 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 City 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 **within 10 days of contract execution and before scheduling 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.
- 15. 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.
- 16. 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, Anacortes Municipal Code requires that every person engaging in business within the city limits of Anacortes register their business with the state and include a City of Anacortes Endorsement. Businesses from outside city limits with a gross annual income of \$2,000 in Anacortes are also required to obtain a city endorsement. Business licenses and city endorsements can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

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

18. 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 Subcontractors during the performance of this Agreement.

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

20. 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. If the City exercises its option under this Paragraph, the City shall not be responsible for payment for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

21. Changes/Additional Work. The City may engage 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.

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

23. Covenant Against Contingent Fees. The Contractor warrants that they have 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 they have 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.

24. 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.

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

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

27. Compliance with Laws. The 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.

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; Indemnification / Hold Harmless; Disputes.

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

CITY:

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

CONTRACTOR:

Overhead Door Company of Bellingham LLC
Nick Alzate
202 Ohio St.
Bellingham, WA 98225

APPENDIX A

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

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

unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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



City Council Agenda Bill

Meeting Date: October 10, 2022 **Agenda Item:** 6.e.

Agenda Item Title: Contract Modification: Commercial Ave Corridor Plan Phase 1 - 11th St to 13th St Design #19-095-TRN-001

Staff Contact(s): Henry Hash

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

Item Summary: City staff seeks Council consent to issue a contract modification to Alta Planning + Design, Inc. in the amount of \$20,000.00, increasing the total contract price to \$506,487.00, to add right-of-way advisory services to the Scope of Work for the Commercial Avenue Project, from 11th Street to 13th Street including intersections.

Background:

- 1. Reason for Contract Change:** This modification is to add right-of-way advisory services as part of cost evaluation of intersection control type and size alternatives related to the Commercial Avenue Complete Street project.
- 2. History:** The City of Anacortes, along with the consultant team led by Alta Planning + Design is preparing Final PS&E Documents for the Commercial Avenue Project, from 11th Street to 13th Street including intersections. The original scope of services for the project did not include detailed scope and fee beyond 30% design in order to prepare a scope and fee that better reflected the outcomes of conceptual design. The original scope of services, including conceptual design, also did not originally anticipate a roundabout design option for the intersection of Commercial Avenue and 12th Street. On February 1st 2021, Anacortes City Council provided direction to proceed forward with the design of a roundabout at the intersection of Commercial Avenue at 12th Street. With this direction, the design team proceeded forward with preliminary and final design of the Commercial Avenue Complete Street.
- 3. Key Terms:**

- Work will be performed on a time and materials basis not-to-exceed \$506,487.00.
- The period of performance is extended through 12/31/23.

4. Competitive Bidding: Per RCW 39.80 this engineering consultant was selected from the City's MRSC Architectural, Landscape Architectural, and Engineering Service Roster

to provide a proposal for this scope of work, after which a price was negotiated.

Budget Impact:

Consultant	Alta Planning + Design, Inc.
Original Agreement Amount	\$334,154.00
Current Agreement Amount	\$367,030.00
Modification 01 executed 3/9/20	\$20,000.00
Modification 02 executed 6/26/20	\$12,876.00
Modification 03 executed 5/12/21	\$119,457.00
Change Per this Modification	\$20,000.00
Total After Modification	\$506,487.00
% Total Increase Over Original Contract Amount	51.57%
Earmarked Funds	\$2,250,000 in Secured Grant Funding
BARS #	105.720.595.30.63
Paid on Contract as of 10/04/22	\$288,029.53
Budget Amendment Required?	No
Start Date	Contract execution
End Date	12/31/23

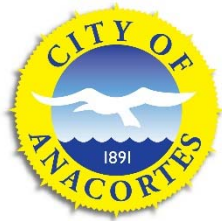
Previous Action: Council approved contract [19-095-TRN-001](#) at the [9/23/2019](#) Council meeting. [Modification 03](#) was approved at the [4/26/21](#) meeting.

Recommended Motion: I move that City Council authorize the Mayor to sign a contract modification with Alta Planning + Design, Inc., under Contract 19-095-TRN-001, in the amount of \$20,000.00, increasing the total contract price to \$506,487.00.

Alternative Actions: Not approve the contract modification.

Attachments (listed in order presented):

1. 19-095-TRN-001 Mod 04



Contract Number 19-095-TRN-001
MODIFICATION 04

Date October 10, 2022
Page 1 of 1 Page

Project Title Commercial Ave Corridor Plan Phase 1 - 11th St to 13th St Design
Consultant Alta Planning + Design, Inc.

BACKGROUND

This modification increases the scope of work to add right-of-way advisory services. Accordingly, the Contract price will increase from \$486,487.00 by \$20,000.00 to \$506,487.00, the period of performance will be extended, and the following changes are incorporated under this contract:

Article 1. Scope of Work: Insert the following fifth paragraph under Article 1:

"In addition to the services described above, the Consultant shall provide right-of-way advisory services, as detailed in the attached Exhibit E, which is hereby incorporated by reference and made a part hereof."

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

"The work performed under this Agreement shall be performed on a time-and-materials (T&M) basis not-to-exceed **Five Hundred Six Thousand Four Hundred Eighty-Seven Dollars (\$506,487.00)**. This price reflects an original contract price of \$334,154.00 as detailed in Exhibit A, a price of \$20,000.00 for Modification 01 and as detailed in Exhibit B, a price of \$12,876.00 for Modification 02 as detailed in Exhibit C, a price of \$119,457.00 for Modification 03 as detailed in Exhibit D, and a price of \$20,000.00 for Modification 04 with hourly rates detailed in Exhibit E."

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

"The period of performance under this Agreement is from inception through December 31, 2023."

All other terms of the contract remain unchanged.

CITY OF ANACORTES

ALTA PLANNING + DESIGN, INC.

By _____
Matt Miller, Mayor

By _____

Date _____

Title _____

Date _____

Original Agreement Amount	<u>\$334,154.00</u>	Original Contract Completion Date	<u>7/31/21</u>
Current Agreement Amount	<u>\$486,487.00</u>	Current Contract Completion Date	<u>12/31/22</u>
Change Per this Modification	<u>\$20,000.00</u>	Net Change	<u>365 Days</u>
Total After Modification	<u>\$506,487.00</u>	Contract Completion Date After Change	<u>12/31/23</u>

CONTRACT 19-095-TRN-001
EXHIBIT E

Task 8: Right-of-Way Services

Task 8.1: Concept Evaluation Advisory Services

Subconsultant will provide right-of-way advisory services as part of a planning cost evaluation around transportation alternatives related to the Commercial Avenue Complete Street project. The project limits extend along Commercial Avenue between 11th and 13th Streets and along 12th street between the Safeway and O Avenue. Subconsultant will provide services as-requested, with email authorization sufficing for notice to proceed. Anticipated on-call tasks include, but are not limited to:

- Right-of-way research and acquisition estimates
- Identification of planning-level challenges as it relates to scenario evaluation
- Attending virtual meetings
- Memorandums or written documentation, when applicable

Specific deliverables will be identified and discussed prior to commencing work on an identified task order.

Task 8.2: Right-of-Way (Future)

Scope and fee of task will be evaluated after final concept is selected for design.

Contact/Company Info

Jesse Ray, SR/WA
Project Manager
Contract Land Staff
2800 156th Ave SE, Suite 200
Bellevue, WA 98007
Office 425.372.7636 Cell 425.286.3683
Jesse.Ray@contractlandstaff.com

Contract Land Staff, LLC 2021 Schedule of Hourly Rates	
EVP/Officer in Charge	\$187.00 per hour
Project Director/Sr. Project Manager	\$175.00 per hour
Project Manager Acquisition/Negotiation/Relocation	\$164.00 per hour
Acquisition Supervisor	\$150.00 per hour
Sr. Right of Way Agent	\$129.00 per hour
Right of Way Agent	\$115.00 per hour
Right of Way Technician	\$98.00 per hour
Contract Administrator	\$110.00 per hour
Administrative Land Specialist	\$87.00 per hour
Clerical	\$75.00 per hour
Travel reimbursed at standard govt. approved rates	Per mile
Other Travel Expenses	As agreed
Sub-consultant rates vary by task and project	As negotiated

CONTRACT LAND STAFF, LLC considers photocopying, first class postage, telephone, facsimile and cellular communication charges as a normal component of our overhead. These charges are included in the stated hourly rates. Out-of-pocket expenses including travel and lodging, outside exhibit preparation, requested overnight courier or registered and/or certified mail (return receipt requested) charges and specialty reproduction (unless otherwise specified) are in addition to the contract amount and will be charged at cost plus ten percent (+10%). Subcontracted services, other than those listed above, will be invoiced at cost plus ten percent (+10%).

In the event this contract extends twelve (12) months beyond the initial date of execution, the hourly rates and any remaining amount in the contract shall be adjusted upwardly by three percent (3%) per annum, compounded annually, on the anniversary date of this contract.

Written communication services in other languages would be an additional cost and would be billed separately based on quoted hourly rates by independent translation services.

CONTRACT LAND STAFF, LLC may submit monthly invoices for the professional services rendered based on the hourly rate schedule provided above. Substantial changes in the required scope of work may result in the revision of the proposed fees.



City Council Agenda Bill

Meeting Date: October 10, 2022 **Agenda Item:** 7.a.

Agenda Item Title: Capital Facilities Plan, Governmental Funds

Staff Contact(s): STEVE HOGLUND

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
STEVE HOGLUND	Discussion

Item Summary: The 2023-2028 Capital Facilities Plan for the Governmental departments will be presented.

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented): None