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- The public may also watch, listen to, or participate in the meeting live by visiting <https://us02web.zoom.us/j/89255646791> or by telephoning 1-253-215-8782 and entering Meeting ID 892 5564 6791.
- The public is encouraged to comment via email to cityclerk@cityofanacortes.org or via written comment addressed to City Clerk, P.O. Box 547, Anacortes, WA 98221. Public comments received 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.
- Complete guidelines for virtual participation in Anacortes City Council meetings are available [here](#). View the quick video example for connecting to the meeting [here](#).



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

March 17, 2025
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Swearing in of Firefighter-Paramedic Anthony Anglikowski (Presentation)
 - b. Finance Committee (Report)
 - c. Public Works Committee (Report)
4. **Public Comment**
 - a. Written Public Comment - Tim Marquez
5. **Consent Agenda**
 - a. Minutes of March 10, 2025 (Action)
 - b. Approval of claims in the amount of \$815,440.17 (Action)
 - c. Contract Award: Pedestrian Roadway Crossing Improvement Project – Design #25-087-TRN-001 (Action)
6. **Other Business**
 - a. * Fire Department Update (Report)
 - b. Resolution 3179 - Temporarily Closing R Avenue Between 9th Street and 4th Street (Discussion/Action)
7. **Adjournment**

Per the council rules of procedure, a person who wishes to provide public comment at this meeting may do so:

- *On matters pertaining to a particular agenda item at the invitation of the chair at the time the City Council takes up discussion of that agenda item. Items open for public comment are indicated with an asterisk (*)*
- *On any other matter specifically pertaining to the City of Anacortes during the Public Comment agenda item.*

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.

From: [Tim Marquez](#)
To: [CityClerk](#); [pced](#)
Subject: ADU growth
Date: Monday, March 17, 2025 2:03:32 PM

***** This email is from outside the City of Anacortes network. Please use caution when clicking on links, opening attachments, or replying. *****

City Council and Planning Department,

My name is Tim Marquez. I am a resident of Anacortes as well as a builder. I am writing to propose an initiative that I believe could greatly benefit our city, specifically, the establishment of pre-approved plans for Accessory Dwelling Units (ADUs).

As you know, ADUs have emerged as an invaluable solution to our housing challenges, providing affordable living options while maximizing the potential of existing properties. However, many potential homeowners face significant startup costs, lengthy permitting processes, and uncertainty about compliance with regulations, which can deter them from pursuing the construction of ADUs. Simply put, the average Anacortes resident does not know where to start with pursuing the construction of an ADU.

To address these challenges, I propose that the City of Anacortes collaborate with local architects, drafters, and engineers to develop a set of pre-engineered, pre-approved ADU plans. By having standardized designs that meet all local zoning and building codes, we could significantly streamline the permitting process. This initiative would not only speed up approvals but also lower the associated costs, making ADUs a more accessible option for many residents.

Here are a few key benefits of implementing pre-approved ADU plans:

1. **Cost Savings:** By providing standardized plans, we can reduce design and engineering costs for homeowners, encouraging more individuals to invest in ADU construction.
2. **Faster Permitting:** Pre-approved plans would expedite the review process, allowing homeowners to begin construction sooner and contribute to resolving our housing shortage more effectively.
3. **Quality Assurance:** Collaborating with professional architects and engineers ensures that the designs are not only aesthetically pleasing but also structurally

sound.

I believe that by prioritizing this initiative, we can make significant strides in addressing the housing needs of our city while supporting local professionals and builders. I urge the City Council and Planning Department to consider this proposal seriously and initiate discussions with local architects and engineers to bring this vision to fruition.

Anacortes City Council Minutes - March 10, 2025

Call to Order

Mayor Pro Tempore Carolyn Moulton called to order the Anacortes City Council meeting of March 10, 2025, at 6:00 p.m. Councilmembers TJ Fantini, Ryan Walters, Anthony Young, Christine Cleland-McGrath, and Bruce McDougall were present. Councilmember Amanda Hubik participated in the meeting remotely via Zoom.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Pro Tempore Moulton announced the Guemes Ferry haulout schedule from March 15th to April 29th, with passenger-only service available according to a non-peak schedule and Skagit Transit providing call-in transit on the Guemes Island side and detailed the parking areas available during the haulout. She then announced the 40th Legislative District community town hall at the Mount Vernon Public Library commons on Saturday, March 15th, from 11am-12pm and that the *Cascadia Daily News* is hosting a meet-and-greet on Tuesday, March 18th, from 1-3pm at the Anacortes Public Library community meeting room. Finally, she announced that there would be a Comprehensive Plan Update Open House on Thursday, March 20th at 6pm in City Hall. Mayor Pro Tem Moulton then addressed an allegation made at the previous City Council meeting that municipal court recordings were tampered with or modified. She reported that an investigation found that the allegations were unsubstantiated, pointing out that court staff do not have the access rights to edit court recordings and that the system experienced an error on October 24, 2024, delaying the upload of the recording until October 28, 2024.

Housing Affordability and Community Services Committee

Mr. Walters reported from the Housing Affordability and Community Services Committee meeting held March 5th. The topics discussed included the Community Development Block Grant 2025 Action Plan and additional support for the Anacortes Family Center for three projects funded by the affordable housing sales tax due to increased costs as a result of inflation.

Planning Committee

Ms. Cleland-McGrath reported from the Planning Committee meeting held earlier in the evening. The topics discussed included the Comprehensive Plan Update Open House on March 20th at 6pm in City Hall to discuss components of the climate element, Comprehensive Plan update goals and policies that will be open for public comment and going before the Planning Commission in April, and a discussion about framing the housing shortage in Anacortes and Skagit County to focus on housing needs and how to provide more options to enable citizens to work and live in Anacortes.

Public Safety Committee

Mr. Fantini reported from the Public Safety Committee meeting held March 4th. Police topics discussed included a training and staffing update, the new canine, Zeke, who is projected to be out in the field in May, and possible cooperative use of a shooting range with the Oak Harbor Police Department. Fire topics included a recruiting update, a contract for updated portable radios to allow for cross-agency communications on all department radios, and revising service level standards to be more attainable for the Comprehensive Plan update.

Port / City Liaison Committee

Mr. Walters reported from the Port / City Liaison Committee meeting held March 4th. The topics discussed included repair of the boardwalk at Ship Harbor, the Depot Plaza expansion project, updates to the city permit process, cooperation on updating the protocol for adding individuals to the Seafarers memorial, heavy haul and parade permitting, and the Guemes Ferry haulout. The committee also discussed the proposed event center

interlocal agreements, with a final small group editing session to take place on March 17th to resolve any outstanding issues, after which the draft agreements would come before each organization's legislative body for approval.

Public Comment

Mayor Pro Tempore Moulton invited the public to comment on any item not on the agenda.

Allen Bush of Guemes Island commented on the coming ferry haulout, and concerns associated with the dock improvements for ferry electrification, asking for open communication between the Council and the Guemes Island Ferry and Planning committees.

Mr. Walters suggested that now would be a good time to have the city's Public Works department engage with area residents on parking in light of a different approach by Skagit County to the haulout event, and that the Council could not discuss the electric ferry dock improvements due to the issue coming before the Council in a quasi-judicial setting.

Gabe Murphy of Guemes Island commented on a desire for open communication and collaboration between the City Council and Guemes Island residents regarding ferry-related issues to minimize the impact on the Anacortes downtown area and allow Guemes residents to freely access the community.

Consent Agenda

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

a. Minutes of March 3, 2025

b. Approval of claims in the amount of \$835,226.19

The following vouchers/checks were approved for payment:

EFT numbers: 111881 through 111929, total \$514,771.41

Check numbers: 111930 through 111948, total \$305,256.77

Wire transfer numbers: 364892 through 365091, total \$15,198.01

c. Special Event: Procession of the Species

d. Special Event: Luminary Light Parade

e. Contract Award: A Ave/Pointe Water Booster Stations Generator Replacement Project – Installation #24-257-ERR-002

f. Contract Award: Portable Generator for Water Pump Stations #25-084-ERR-001

Public Hearings

Public Hearing: Community Development Block Grant (CDBG) 2025 Action Plan

Mayor Pro Tempore Moulton announced that this would be the first public hearing on the CDBG 2025 Action Plan, with a second public hearing occurring on April 21st. Planning, Community, and Economic Development Coordinator Stephanie Snyder and Planning, Community, and Economic Development Director John Coleman introduced the CDBG 2025 Action Plan, referring to a slide presentation that was added to the packet materials for the meeting.

Discussion topics included:

- Administrative fees go to the city for general fund replacement of funds to manage the grant.
- Limited resources for the organizations that are trying to help those in need.
- Community Action was not awarded due to being awarded a contract for public services from general fund moneys.
 - Disqualification under Chapter 7 of the Housing and Urban Development regulations.

- Anacortes Family Center is funded under the housing for all mechanism, which is different from public services funds.
- Community paramedic and outreach program funding source?
- Timing issues should the project not be complete by June 30th, then the funds can be moved to another project or funds can be reclaimed by the federal government.
- Increased or more effective public outreach.
- Amendment requirements for grant applications.
- Urgency of funding request in light of global economic conditions.
- Recognize the achievement of spending previous years funding.

At approximately 6:42 pm, Mayor Pro Tempore Moulton opened the advertised public hearing on the CDBG 2025 Action Plan, and invited members of the audience to comment on this agenda item. No one present wished to address the Council. At 6:43 pm, Mayor Pro Tempore Moulton closed the advertised public hearing on the CDBG 2025 Action Plan.

Other Business

Property Tax Assessments

Finance Director Steve Hoglund and Mayor Pro Tempore Moulton introduced Skagit County Assessor Danny Hagen, who delivered a presentation on property tax assessments, referring to a slide presentation that was added to the packet materials for the meeting.

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

Discussion topics included:

- Senior property tax exemption program.
 - Deductions from income for medical expenses to adjust income level for qualification.
 - The Assessor's office has limited leeway to make adjustments based on the law.
 - Working with the state legislature to bring more seniors under the program.
 - Program flier with tax bills to make individuals aware of the program.
 - Outreach to local banks to increase program awareness and participation.
 - Enrollment in the program equals automatic enrollment in the city's utility discount program.
- One property tax assessment per year.
- Erosion of property tax purchasing power due to inflation for government programs.

Solarize Skagit

Mary Wohleb of the Skagit County Clean Energy Alliance delivered a presentation on the 2025 Solarize Skagit campaign initiative, referring to a slide presentation that was included in the packet materials for the meeting.

Mayor Pro Tempore Moulton invited members of the audience to comment on this agenda item.

Sean McCool of Anacortes asked about financing the project versus paying up front.

Discussion topics included:

- Net metering rate commences when the hookup to the electrical grid is established.
- Renewal rate changes and lobbying for program fairness.

Interlocal Agreement #25-064-IDS-001 with City of Mount Vernon for Mutual Assistance

Public Works Director Andrew Rheume introduced proposed interlocal agreement #25-064-IDS-001 with the city of Mount Vernon for mutual assistance, specifically for the painting of long straight lines on city roads, explaining that any other projects that are \$45,000 or more under this agreement would come before the Council for approval in accordance with the city's purchasing policy.

Ryan Walters moved, seconded by Anthony Young, to approve interlocal agreement #25-064-IDS-001 with the city of Mount Vernon for mutual assistance.

Vote: Ayes - Carolyn Moulton, Anthony Young, Ryan Walters, Christine Cleland-McGrath, Bruce McDougall, Amanda Hubik, TJ Fantini. Nays - None. Abstentions - None. Result: Passed

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

Mayor Pro Tempore Moulton reminded the public that the Council had previously approved a roundabout for the intersection of Commercial Avenue and 12th Street but then changed the design to a signalized intersection after realizing the high cost of roundabout construction. Public Works Director Andrew Rheume introduced the modification to the design contract #19-095-TRN-001 for the Commercial Ave Corridor Plan Phase 1 - 11th Street to 13th Street with Alta Planning and Design, Inc, which will bring the project to 100% design and include on-call services during construction, pointing out that the increased costs are largely due to the complete re-design of a signalized intersection, which is estimated to cost \$1.8 million to construct compared to the \$5 million estimate for a roundabout.

Discussion topics included:

- Timeline of switch from roundabout to signalized intersection.
- Conduct a complete review of the project for lessons learned and process improvement.
- Grant applications associated with funding the project.
 - Transportation Improvement Board (\$1 million)
 - Bike/pedestrian grant from the Washington State Department of Transportation (~\$545k).
- Bid process.
- Construction commences a month after the bid opening.
- Traffic access to the intersection during construction.

Ryan Walters moved, seconded by Bruce McDougall, to authorize the mayor to sign the modification to contract #19-095-TRN-001 with Alta Planning and Design, Inc. for the Commercial Ave Corridor Plan Phase 1 - 11th Street to 13th Street design.

Vote: Ayes - Carolyn Moulton, Anthony Young, Ryan Walters, Christine Cleland-McGrath, Bruce McDougall, Amanda Hubik, TJ Fantini. Nays - None. Abstentions - None. Result: Passed

Interlocal Agreement #25-085-DEF-001 for Shared Indigent Defense Services

Administrative Services Director Emily Schuh introduced the proposed interlocal agreement #25-085-DEF-001 with the cities of Mount Vernon, Burlington, and Sedro-Woolley for shared indigent defense services, referring to a slide presentation that was added to the packet materials for the meeting.

Discussion topics included:

- Working in cooperation with other municipalities to save money in difficult fiscal conditions.
- Facilitates incremental scaling as caseloads change over time.
- The Washington State Supreme Court decision is still pending, but guidance from the Washington State Bar Association was used to inform the agreement.

Bruce McDougall moved, seconded by TJ Fantini, to authorize the mayor to execute interlocal agreement #25-085-DEF-001 with the cities of Mount Vernon, Burlington, and Sedro-Woolley for shared indigent defense services.

Vote: Ayes - Carolyn Moulton, Anthony Young, Ryan Walters, Christine Cleland-McGrath, Bruce McDougall, Amanda Hubik, TJ Fantini. Nays - None. Abstentions - None. Result: Passed

Adjournment

There being no further business, at approximately 7:59 pm the Anacortes City Council meeting of March 10, 2025 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 March 17, 2025 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
365529	8/28/2023	8230422444	MOTOROLA SOLUTIONS INC	POLICE DEPARTMENT BODY CAMERAS - VIDEO AS A SERVICE	\$ 391.68	apd
365530	8/27/2024	8230479667	MOTOROLA SOLUTIONS INC	POLICE DEPARTMENT BODY CAMERAS - VIDEO AS A SERVICE	\$ 391.68	apd
365556	12/13/2024	128342	VECA ELECTRIC & TECHNOLOGIES	GENERATOR REPLACEMENT PROJECT - FRR7932/FRR7933/FRR7934	\$ 188,586.66	pw1
365396	1/9/2025	S1087706	FLEXASEAL ENGINEERED SEALS	MAINTENANCE SUPPLIES - INCINERATOR	\$ 2,574.72	dwwtp
365130	1/11/2025	301798	LAKESIDE INDUSTRIES, INC.	ROCK SALES FOR WATER MAINTENANCE	\$ 329.87	wdist
365539	1/16/2025	07-250113700	CUMMINS, INC.	WWTP PUMP STATION 15 GENERATOR REPLACEMENT PROJECT - GENERATOR STARTUP	\$ 5,292.48	pw1
365531	1/26/2025	8230498049	MOTOROLA SOLUTIONS INC	POLICE DEPARTMENT BODY CAMERAS - SERVICE FROM 2/25/25-2/24/26	\$ 18,887.95	apd
365551	2/2/2025	601220	SKIDMORE PHARMACY INC.	LEOFF 1- PHARMACY COPAY - LIDDLE	\$ 5.00	hr
365550	2/4/2025	460509	SKIDMORE PHARMACY INC.	LEOFF1 PHARMACY COPAY, D MEAD	\$ 32.22	hr
365204	2/6/2025	B19351576	SHI INTERNATIONAL CORP.	CISCO DUO ADVANTAGE	\$ 166.79	infosys
365535	2/11/2025	1031	DOWNTOWN ANACORTES ALLIANCE	DOWNTOWN ANACORTES ALLIANCE SERVICES AGREEMENT - 04 2024	\$ 10,000.00	pw1
365217	2/11/2025	8498 30 017 0464628	COMCAST	WA PARK INTERNET SERVICE 2/21-3/20/25	\$ 113.16	parks1
365540	2/14/2025	239628	BLYTHE MECHANICAL, INC	HVAC ANNUAL PREVENTIVE MAINTENANCE 2025 - LIBRARY	\$ 3,356.48	pw1
365543	2/14/2025	240191	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR SERVICES REPAIR AT SENIOR CENTER	\$ 332.35	pw1
365400	2/14/2025	INV0248	GR8 STAYS LLC	ROCHELLE & CRAIG NELSON RELOCATION ASSISTANCE FOR WWTP OUTFALL PROJECT	\$ 780.00	pw1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
365402	2/14/2025	P56466	NELSON, ROCHELLE & CRAIG	WWTP OUTFALL RELOCATION PROJECT - SELF-MOVE SCHEDULED PAYMENT	\$ 400.00	pw1
365210	2/19/2025	229826	BLADE CHEVROLET, INC	SERVICE FOR VEHICLE #178	\$ 2,131.83	dshop
365406	2/19/2025	8282078976	MOTOROLA SOLUTIONS INC	CAR RADIO - MANAGEMENT LICENSE ONLINE	\$ 87.37	apd
365405	2/19/2025	8282079353	MOTOROLA SOLUTIONS INC	CAR RADIO SYSTEM	\$ 8,279.57	apd
365541	2/20/2025	239707	BLYTHE MECHANICAL, INC	HVAC ANNUAL PREVENTIVE MAINTENANCE 2025 - FIRE STATION II	\$ 286.14	pw1
365542	2/20/2025	239708	BLYTHE MECHANICAL, INC	HVAC ANNUAL PREVENTIVE MAINTENANCE 2025 - DEPOT	\$ 424.32	pw1
365386	2/24/2025	19534	WILSON ENGINEERING, LLC	WWTP PUMP STATION 16 RECONSTRUCTION - DESIGN - THROUGH 2/21/25	\$ 28,163.40	pw1
365201	2/26/2025	25-55433	BUDGET TOWING & AUTO REPAIR	SCRAP RV TOW	\$ 733.04	dshop
365199	2/26/2025	53692	SKAGIT PUBLISHING LLC	PUBLISH AA-608370	\$ 146.16	plan
365202	2/26/2025	53693	SKAGIT PUBLISHING LLC	PUBLISH AA-610438	\$ 154.28	plan
365203	2/26/2025	53694	SKAGIT PUBLISHING LLC	PUBLISH AA-610454	\$ 158.34	plan
365206	2/26/2025	53695	SKAGIT PUBLISHING LLC	PUBLISH AA-610463	\$ 56.84	pw1
365207	2/26/2025	53696	SKAGIT PUBLISHING LLC	PUBLISH AA-610507	\$ 40.60	pw1
365198	2/26/2025	59951	SCRAP-IT	SCRAP RV TOW	\$ 1,761.72	dshop
365537	2/26/2025	91011015758	EBSCO INFORMATION SERVICES	EBSCO DATABASE RENEWAL - 1/1/25-12/31/25	\$ 5,448.00	publib
365526	2/26/2025	IN961240	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - FEB 2025	\$ 1,539.00	fiber
365554	2/26/2025	ReimbLindquist	LINDQUIST, THAD	REIMBURSE TRANSAMERICA COPAY	\$ 862.18	hr
365142	2/27/2025	13494	EVERGREEN SAFETY COUNCIL	FLAGGER RE-CERTIFICATION	\$ 1,791.88	dshop
365525	2/27/2025	IN961273	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - FEB 2025	\$ 972.00	fiber
365401	2/28/2025	00008	ZERVAS GROUP ARCHITECTS	WWTP ADMINISTRATION BUILDING ADDITION - DESIGN	\$ 2,295.00	pw1
365408	2/28/2025	0173	SKAGIT COUNTY SOLID WASTE FUND	FEBRUARY TONNAGE HAULED	\$ 115,710.82	dshop
365389	2/28/2025	48395623	LINDE GAS & EQUIPMENT INC.	MAINTENANCE SUPPLIES	\$ 440.57	dwwtp
365546	2/28/2025	54786	PACIFIC SECURITY	SECURITY DETAIL - COURT DAYS	\$ 677.62	court
365393	2/28/2025	9020577002	LANGUAGE LINE SERVICES, INC	LANGUAGE LINE	\$ 0.98	court
365214	2/28/2025	917865	CASCADE COLUMBIA DISTRIBUTION	SODIUM HYPOCHLORITE	\$ 13,371.61	dwwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
365527	2/28/2025	IN961696	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - FEB 2025	\$ 11,483.22	fiber
365137	3/1/2025	03188	SKAGIT COUNTY SHERIFF'S OFFICE	FEB JAIL TAX PAYMENT PER CONTRACT	\$ 96,934.12	finance
365397	3/1/2025	190-1840-00	CITY OF ANACORTES	WWTP UTILITY BILL 2025-03	\$ 6,911.93	dwwtp
365133	3/1/2025	21-043-FIN-001	ANACORTES FAMILY CENTER	FEB AFFORDABLE HOUSING TAX PAYMENT	\$ 28,432.09	finance
365134	3/1/2025	21-247-FIN-001	ANACORTES HOUSING AUTHORITY	FEB AFFORDABLE HOUSING TAX PAYMENT	\$ 28,432.09	finance
365266	3/1/2025	2704179-0043-7	WASTE MANAGEMENT	WTP TRASH, RECYCLING PICK UP 02/01/25-02/28/25	\$ 349.24	dwwtp
365219	3/3/2025	14395378	HACH COMPANY	PH SENSOR X 2, PH/ORP DIGITAL GATEWAY X 2	\$ 1,576.98	dwwtp
365086	3/3/2025	300000006951	PUGET SOUND ENERGY INC	STREET LIGHTS: 1/1-1/30/25	\$ 968.61	dshop
365144	3/3/2025	948950	LTI, INC.	SUPPLIES FOR STREET DEPT	\$ 12,742.94	dshop
365145	3/3/2025	948951	LTI, INC.	SUPPLIES FOR STREET DEPT	\$ 17,760.14	dshop
365376	3/4/2025	201140724	CRIMINAL JUSTICE TRAINING	TRAINING; SUDDEN UNEXPECTED INFANT DEATH; SGT NATIONS	\$ 150.00	apd
365398	3/4/2025	2025 1ST QTR	SKAGIT COUNTY DISTRICT COURT	PROBATION FEES - 1ST QTR 2025	\$ 11,100.00	court
365369	3/4/2025	20INV000697718	WASTEQUIP, LLC	PURCHASE OF DUMPSTERS	\$ 12,635.32	pw1
365205	3/4/2025	230308	BLADE CHEVROLET, INC	SERVICE FOR VEHICLE #178	\$ 108.61	dshop
365131	3/4/2025	374718A	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 3.26	pwfac
365545	3/4/2025	506822038	MIDWEST TAPE, LLC.	DVDS FOR COLLECTION	\$ 59.00	publib
365378	3/4/2025	664639	SAN DIEGO POLICE EQUIP CO INC	AMMO	\$ 364.78	apd
365383	3/4/2025	Feb RECEIPTS	THRIFTY CLEANERS	UNIFORM CLEANING; FEB 2025	\$ 201.56	apd
365363	3/4/2025	IN2214493	MES SERVICE COMPANY LLC	TECHNICAL RESCUE ROPE	\$ 2,080.55	medic
365213	3/4/2025	INV00641294	USA BLUE BOOK	BLUE HERON LAB SUPPLIES	\$ 1,601.66	dwwtp
365377	3/4/2025	I2504984	WASHINGTON STATE PATROL	BACKGROUND CHECKS; FEB 2025	\$ 96.00	apd
365399	3/4/2025	MARCH 2025	SKAGIT COUNTY DISTRICT COURT	1ST QTR COMMUNITY COURT	\$ 1,950.00	court
365132	3/4/2025	MFB0079	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT RAW	\$ 63.00	dwwtp
365375	3/5/2025	10118-1	ANACORTES TOWING, LLC	TOWING; APD CASE 25-A01268	\$ 182.78	apd
365395	3/5/2025	1908663	POLYDYNE, INC	PLANT CHEMICALS - INCINERATOR	\$ 9,258.88	dwwtp
365261	3/5/2025	2054829	MILES SAND & GRAVEL CO.	SUPPLIES FOR STREET DEPT	\$ 97.92	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
365220	3/5/2025	25-05837	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - FLUORIDE BLUE HERON	\$ 35.00	dwtp
365087	3/5/2025	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS: 1/3-1/31/25	\$ 8,466.30	dshop
365524	3/5/2025	77204	UNDERWOOD & ASSOCIATES, LLC	LIBRARY TEEN AREA REMODEL: DESIGN	\$ 1,920.00	publib
365407	3/5/2025	77211	UNDERWOOD & ASSOCIATES, LLC	MUSEUM STORAGE WORKSHOP: DESIGN	\$ 5,040.00	museum
365390	3/5/2025	9428408927	GRAINGER	MAINTENANCE SUPPLIES	\$ 37.30	dwwtp
365385	3/5/2025	CA01	AIRSTRIKE BIRD CONTROL INC	CITY HALL BIRD ABATEMENT - 2/16 -2/28/25	\$ 1,300.00	pw1
365140	3/5/2025	DDD-225	NEEL, SIDNEY	REC EVENT PHOTOGRAPHER	\$ 765.40	pkrec
365209	3/5/2025	INV00641929	USA BLUE BOOK	CALCIUM STANDARD SOLUTION	\$ 46.21	dwtp
365536	3/5/2025	XA116011383:01	RWC INTERNATIONAL	PARTS FOR VEHICLE #203	\$ 20.63	dshop
365216	3/6/2025	551648	MOMENTUM TELECOM INC	SIP TRUNKS 3/1-3/31/25	\$ 1,077.07	finance
365215	3/6/2025	649294	REECE, STORMIE	DEPOT JANITORIAL SERVICES	\$ 1,496.00	parks1
365547	3/6/2025	77212	UNDERWOOD & ASSOCIATES, LLC	FIRE STATION 1 REMODEL - DESIGN	\$ 6,200.00	medic
365208	3/6/2025	8498 30 017 0319913	COMCAST	LIBRARY INTERNET ACCESS 2/9- 3/8/25	\$ 185.11	finance
365211	3/6/2025	8498 30 030 0111230	COMCAST	WTP 14489 RIVER BEND RD. 2/19-3/18/25	\$ 143.93	finance
365196	3/6/2025	B19344394	SHI INTERNATIONAL CORP.	APPLE IMAC	\$ 1,315.65	infosys
365212	3/6/2025	FB-2871	CITY OF MOUNT VERNON	DARK FIBER FEBRUARY	\$ 525.00	fiber
365365	3/6/2025	IN2215828	MES SERVICE COMPANY LLC	TECH RESCUE: HARNESSES, PRUSIKS, PULLEYS,	\$ 4,416.55	medic
365141	3/6/2025	RefundKnutson	KNUTSON, RUBY	WA PARK CAMPING REFUND	\$ 40.00	parks1
365143	3/6/2025	RefundKnutson	KNUTSON, HANK	WA PARK CAMPING REFUND	\$ 230.00	parks1
365533	3/7/2025	0000012770	ANACORTES SCHOOL DISTRICT #103	JOINT USE AGREEMENT FOR FACILITIES - MARCH/APRIL 2025	\$ 7,000.00	pkrec
365372	3/7/2025	10124	ANACORTES TOWING, LLC	TOWING; APD CASE 25-A01123	\$ 176.26	apd
365382	3/7/2025	1484	FIDALGO CLEANING	APD CLEANING & SUPPLIES 2/24- 3/9/25	\$ 905.00	apd
365367	3/7/2025	INV40533	SEAWESTERN, INC.	PPE: ANGLIKOWSKI, RUTZ	\$ 8,059.95	medic
365381	3/8/2025	00005W5A83105	UNITED PARCEL SERVICE, INC	UPS SHIPPING; WEEK ENDING 3- 8-25	\$ 26.72	apd
365379	3/8/2025	220013286491	PUGET SOUND ENERGY INC	APD 2/6-3/6/25	\$ 2,886.42	apd
365370	3/8/2025	220013286525	PUGET SOUND ENERGY INC	HEART OF ANACORTES 2/5- 3/6/25	\$ 30.83	parks1
365387	3/8/2025	220015523313	PUGET SOUND ENERGY INC	CAR CHARGING STATION: 2/6- 3/6/25	\$ 53.03	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
365388	3/8/2025	220021901958	PUGET SOUND ENERGY INC	1958 - TSUNAMI SIREN - SKYLINE	\$ 10.89	dwwtp
365559	3/10/2025	11323	BUD CLARY CHEVROLET, INC.	FACILITY MAINTENANCE PICKUP TRUCK #ERR1014	\$ 40,005.02	pw1
365371	3/10/2025	144-2410-01	BRUNER, VICTORIA & JEFFREY	UB Refund Cst #062947	\$ 115.13	finance
365403	3/10/2025	2	MATRIX CONSULTING GROUP, LTD	DEVELOPMENT REVIEW PROCESS EVALUATION - FEBRUARY 2025	\$ 15,195.00	plan
365394	3/10/2025	2025-42	NORTHWEST BIOSOLIDS	MEMBERSHIP FEE - 1/1-12/31/25	\$ 556.97	dwwtp
365384	3/10/2025	25B-036	WSI POLYGRAPH SERVICE	PRE-EMPLOYMENT POLYGRAPH; MCCOOL	\$ 125.00	apd
365523	3/10/2025	34539	TRANSPO GROUP USA, INC.	TRANSPORTATION ELEMENT OF THE 2025 COMPREHENSIVE PLAN THROUGH FEB 28, 2025	\$ 2,268.75	pw1
365555	3/10/2025	52843602	UNIVAR USA INC	SODIUM HYDROXIDE	\$ 6,555.16	dwwtp
365368	3/10/2025	9341157395	GRAYBAR ELECTRIC COMPANY, INC	NOKIA CORTECA CONNECTIVITY DETECTION AND MITIGATION	\$ 4,933.95	fiber
365391	3/10/2025	9429110779	GRAINGER	MAINTENANCE SUPPLIES	\$ 25.17	dwwtp
365366	3/10/2025	IN2215836	MES SERVICE COMPANY LLC	TECH RESCUE: STREAMLIGHTS	\$ 829.51	medic
365548	3/11/2025	13877	PETDATA, INC	PETDATA LICENSING FEES FEBRUARY	\$ 500.00	finance
365558	3/11/2025	2024 LTAC.017	ANACORTES ARTS FESTIVAL	CREATIVE DISTRICT LTAC 2024	\$ 25,000.00	plan
365561	3/11/2025	220013297076	PUGET SOUND ENERGY INC	6821 STATE ROUTE 20 2/7-3/7/25	\$ 16.04	finance
365553	3/11/2025	24-169-OPS-0031	DUNTON SECURITY/MARINE WELDING	RETAINAGE RELEASE	\$ 3,399.26	pw1
365563	3/11/2025	386000156	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 2/1-2/28/25	\$ 94.00	finance
365538	3/11/2025	822203	BLADE CHEVROLET, INC	PART FOR VEHICLE #028	\$ 81.45	dshop
365565	3/11/2025	INV2973282	COPIERS NORTHWEST, INC	CANON/IRC5560I FINANCE/OPS/WWTP 2/8-3/7/25	\$ 372.54	finance
365549	3/11/2025	MFC0003	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT RAW	\$ 63.00	dwwtp
365564	3/12/2025	INV2974067	COPIERS NORTHWEST, INC	CANON/IRC5870I/3RD FLOOR 2/11-3/10	\$ 175.98	finance
	Total				\$ 815,440.17	



City Council Agenda Bill

Meeting Date: March 17, 2025 **Agenda Item:** 5.c.

Agenda Item Title: Contract Award: Pedestrian Roadway Crossing Improvement Project – Design #25-087-TRN-001

Staff Contact(s): Logan Lee, Andrew Rheume

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Jenna Miller	Contract Award
Tiffany Matson	
Andrew Rheume	

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$55,500.00 to Transpo Group to perform engineering services for the Pedestrian Roadway Crossing Improvement Project. Tasks include designing improvements to add and modify pedestrian roadway crossings at Tommy Thompson Trail and T Avenue, 22nd Street (between H Avenue and I Avenue), and 32nd Street (between M Avenue and Commercial Avenue).

Background:

1. **History:** The City of Anacortes is moving forward with improvements to pedestrian crossings to enhance multimodal access. This phase of the project focuses on the design of key crossing locations to improve pedestrian mobility and safety throughout the community. The goal is to have the designs completed and ready for bid by August 2025.
2. **Key Terms:**
 - Contract is for time and materials not to exceed \$55,500.00.
 - The period of performance under this Agreement is through October 1, 2025.
3. **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.

Budget Impact:

Consultant	Transpo Group
Contract Amount	\$55,500.00
Earmarked Funds	\$350,000.00
BARS #	105.720.595.30.63
Budget Amendment Required?	No
Start Date	Contract execution
End Date	10/1/2025

Previous Action: At the [12/2/2024](#) meeting Council approved the pedestrian crossing improvements as part of the [2024 – 2029 Capital Facilities Plan](#).

Recommended Motion: I move that City Council authorize the Mayor to sign contract 25-087-TRN-001 with Transpo Group in the amount of \$55,500.00 to perform the Pedestrian Roadway Crossing Improvement Project – Design.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 25-087-TRN-001
2. Crosswalk Additions Map



AGREEMENT 25-087-TRN-001

Between THE CITY OF ANACORTES AND TRANSCO GROUP

PEDESTRIAN ROADWAY CROSSING IMPROVEMENT PROJECT – DESIGN

This Agreement, hereinafter referred to as "Agreement", is made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Transpo Group, hereinafter referred to as the "Consultant".

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

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

1. **Scope of Work.** Under this Agreement, the Consultant shall provide engineering services to the City for the design of improvements to add and modify pedestrian roadway crossings at Tommy Thompson Trail and T Avenue, 22nd Street (between H Avenue and I Avenue), and 32nd Street (between M Avenue and Commercial Avenue), as detailed in Exhibit A, which is attached hereto and incorporated by reference. All work shall be performed under the direction of Logan Lee, or designee, hereinafter referred to as Project Manager.

2. **Price and Payment Terms.** The services provided under this Agreement shall be on a time and materials basis not-to-exceed **Fifty-Five Thousand Five Hundred Dollars (\$55,500.00)**. The billable rates for services provided shall be in accordance with Exhibit B, which is attached hereto and incorporated by reference.

3. **Period of Performance.** The period of performance under this Agreement is from inception through October 1, 2025. The estimated schedule for services is outlined in Exhibit C, which is attached hereto and incorporated by reference.

4. **Subcontracts.** The Consultant shall not subcontract the Scope of Work ("Work") unless detailed in this Agreement or the Project Manager approves in writing. If the Project Manager requests, the Consultant 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 Consultant. 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 Consultant of any responsibility to carry out the Contract,
- b. Relieve the Consultant of any obligations or liability under the Contract,
- c. Create any contract between the City and the subcontractor, or
- d. Convey to the subcontractor any rights against the City.

Consultant remains fully responsible for obligations, services, and functions performed by its subcontractor to the same extent as if such obligations, services, and functions were performed by Consultant's employees, and for purposes of the Agreement such work will be deemed work performed by Consultant. The Consultant shall give immediate written notice, reference Clause Notices, of any action or suit filed and prompt notice of any claim made against the Consultant by any subcontractor or vendor that, in the opinion of the Consultant, may result in litigation related in any way to this Agreement, with respect to which the Consultant may be entitled to reimbursement from the City.

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

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

6. **Invoicing.** All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, **Agreement Number**, Agreement Price, amount requested per invoice and cumulative invoiced amount. Invoices shall include actual hours worked by

Period, by Labor Category. The Consultant must invoice MONTHLY for quantities delivered during the invoice period, and no more frequently than monthly, and allow 30 calendar days from receipt of the invoice for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@anacorteswa.gov. The City shall notify the Consultant within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Consultant shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

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

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

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

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

11. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the 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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

12. **General and Professional Liability Insurance.**

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

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles when any motor vehicles are used in connection with work to be performed. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrences form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. **The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy** with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident when any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

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

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

G. Verification of Coverage: The Consultant 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 Consultant **within 10 days of contract execution and before scheduling of the work**. Upon request by the City, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractor coverage. Failure of the City to demand such verification of coverage with these insurance requirements or failure of the City to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Consultant's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the City to be equivalent.
2. Copies of all endorsements naming the City as additional insured, showing the policy number. The Consultant may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. **A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.**

H. Notice of Cancellation: The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

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

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

13. **Registered or Licensed.** The City is prohibited from executing an Agreement with a Consultant who is not registered or licensed as required by the applicable laws of the state for their profession. In addition, Anacortes Municipal Code requires that every business located within the city limits of Anacortes register the business with the state and include a City of Anacortes Endorsement. Businesses from outside city limits with a gross annual income of \$2,000 within 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.

14. **Inspection.** The Project Manager shall have power to reject instruments of services which fail to comply with the requirements of this Agreement, but in case of dispute the Consultant may appeal to the City Attorney, whose decision shall be final. The Consultant shall comply with any and all orders and instructions given by the representative of the particular Department administering the Agreement in accordance with the terms of the Agreement. Nothing herein contained shall be taken to relieve the Consultant of their obligations or responsibilities under the Agreement. However, the Consultant shall be responsible for their own methods and conduct during the period of performance.

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

16. **Standard Title VI / Non-Discrimination Assurances.** During the performance of this contract, the Consultant, 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.

17. **Consultant 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 Consultant shall be deemed to be an agent, employee or representative of the City for any purpose. Consultant shall be solely responsible for all acts of its agents, employees, representatives and subcontractors during the performance of this Agreement.

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

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. Right to Terminate Agreement.

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

all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

B. Termination for Public Convenience: The City may terminate the Agreement in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Agreement is terminated in accordance with this paragraph, the Consultant shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work 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 Consultant to perform services in addition to those listed in this Agreement, and Consultant will be entitled to additional compensation for authorized additional services or materials. The City shall not be liable for additional compensation until and unless any and all additional work and compensation is approved in advance in writing and signed by both parties to this Agreement. If conditions are encountered which are not anticipated in the Scope of Services, the City understands that a revision to the Scope of Services and fees may be required. Provided, however, that nothing in this paragraph shall be interpreted to obligate the Consultant to render or the City to pay for services rendered in excess of the Scope of Services unless or until a modification to this Agreement is approved in writing by both parties.

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

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

25. **Disputes**

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

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

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

D. Dispute Resolution: In the event of a dispute between the City and the Consultant arising of this Agreement, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Consultant to have oversight over the administration of this Agreement. Said representatives shall meet within thirty (30) calendar days of receipt of detailed claim, and the parties shall make a good faith effort to achieve a resolution of the dispute. In the event the parties are unable to resolve the dispute under

the procedure set forth above, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties. If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies.

26. **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 Consultant shall have no recourse against the City.

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

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

29. **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.

30. **Survival of Agreement Termination.** The articles relating to Indemnification / Hold Harmless, Taxes, Ownership and Use of Documents, Assistance Regarding Patent and Copyright Infringement, The City's Right to Terminate Agreement, Governing Law, and Disputes, shall survive completion of the services, payment in full of the compensation and termination of this Agreement.

31. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent by email and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an automated email confirmation of delivery or read receipt shall not constitute such confirmation. Notices shall be sent to the following addresses:

CITY:
City of Anacortes
Tiffany Matson
904 6th Street
PO Box 547
Anacortes, WA 98221
contracts@anacorteswa.gov

CONSULTANT:
Transpo Group
Jon Pascal
12131 113th Ave NE #203
Kirkland, WA 98034
Jon.pascal@transpogroup.com

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.

CITY OF ANACORTES

TRANSPO GROUP

By _____

By _____

Date _____

Title _____

Date _____

Exhibit A—Scope of Services & Fee

Client Name:	City of Anacortes		
Project Name:	Anacortes Pedestrian Crossing Improvements		
Exhibit Dated:	March 5, 2025	TG:	1.25064.PR

Scope of Services

Transpo Group USA, Inc. (Transpo) will provide engineering services to the City of Anacortes (Client) for the design of improvements to modify/add crossings at Tommy Thompson Trail and T Avenue, 22nd Street (between H Avenue and I Avenue), and 32nd Street (between M Avenue and Commercial Avenue). Transpo's scope includes the preparation of plans for construction, Special Provisions, and an engineer's opinion of probable costs consistent with applicable City of Anacortes and Washington State Department of Transportation (WSDOT) standards.

Improvements include:

Tommy Thompson Trail and T Avenue Roadway Crossing

- New pedestrian refuge median
- ADA curb ramps
- RRFB System
- Signing
- Channelization

22nd Street (between H Avenue and I Avenue) Roadway Crossing

- ADA curb ramps
- Signing
- Channelization

32nd Street (between M Avenue and Commercial Avenue) Roadway Crossing

- New curb extensions/bulb outs
- ADA curb ramps
- Minor drainage adjustments
- RRFB System
- Signing
- Channelization

Design Criteria

The following design standards will be used to establish design criteria for the subject project:

- City of Anacortes Standards (Chapters 1-3)
- WSDOT Standard Plans and Specifications for Road, Bridge, and Municipal Construction (2025)
- Computer Aided Drafting (CAD) will be performed using AutoCAD Civil 3D version 2025.

Task 01—Project Management and Coordination

A. Project Coordination

Transpo's project manager will coordinate with the City's project manager on a regular basis throughout the duration of the project. The coordination will address project scope/status, budget, schedule, meetings,

data collection, and planned stakeholder outreach efforts, if needed. Primary coordination efforts will be via telephone calls, and email, as appropriate.

B. Progress Reports and Invoices

Transpo will prepare monthly progress reports and invoices.

C. Meetings

Transpo will prepare for and attend bi-weekly virtual project meetings with City staff as necessary. Transpo will coordinate with the City to determine the most appropriate type of meeting (virtual or in-person) based on the topic(s) to be discussed. The anticipated meetings are as follows:

- Bi-weekly project check-ins (13 total)
- Submittal comments review/resolution meetings (included in the bi-weekly project check-ins)

Consultant Deliverables

- Notes, emails, or other summaries of communication upon request.
- Monthly progress reports and invoices.
- Updates to project schedule, as needed.

Task 02—Data Collection

Topographic surveying and mapping will be conducted at the following three areas within the City of Anacortes:

1. Tommy Thompson Trail and T Avenue (approximately 200 linear feet)
 2. 22nd Street, between H Avenue and I Avenue (approximately 100 linear feet)
 3. 32nd Street, between M Avenue and Commercial Avenue (approximately 200 linear feet)
- Surveys within these areas will include existing site features including above and below ground utilities, curb and gutter including edge of pavement, flow line, and top of curb elevations, concrete sidewalks and ramps, driveways, drainage systems, fences, roadside ditches, overhead lines, and existing signs along with other pertinent planimetric features within the full limits of the right-of-way.
 - Right-of-way limits will be resolved and depicted.
 - Private property lines/corners adjoining the public right-of-way to be calculated based on available deed, assessor and/or record survey information.

Assumptions

- If required, title reports or deeds adjacent to project right-of-way will be provided by the Client.
- If needed, Right-of-entry agreements with individual property owners will be provided by the Client if survey is required on private properties.
- No property corners will be set under this scope.
- A Record of Survey will not be filed under this scope.
- Exclusions include boundary/encroachment resolution if encountered.
- No jurisdictional fees are included in this scope.
- Utility locates will be performed before initial survey to avoid additional trips to the project area.
- The scope of work provided requests underground utility paint marks by contractor. Harmsen has included private third-party utility location services from Clearmark Locates as part of this estimate. Harmsen is not able to request 811 locations for design or pre-design work.

Consultant Deliverables

- CAD base files and PDF maps for the survey areas identified above.

Task 03—30% Design

A. Conceptual Layout

Transpo will prepare a concept level design figure over aerial and cost estimate based on the scope discussed with the City including the following work elements:

Street Improvements

- Preliminary ramp/refuge locations.
- Preliminary sidewalk extents.
- Preliminary RRFB/sign locations.
- Preliminary channelization.

Upon completion of the concept level design figure and cost estimate, Transpo will meet with City staff to discuss any necessary revisions to the design/layout.

B. Design Plans and Estimate

Upon approval of the conceptual layout, Transpo will prepare 30% design and plans. The purpose of the 30% design plans is to finalize the horizontal placement of project improvements.

The 30% design submittal is anticipated to include the following plan sheets:

- Cover, General Notes and Legend (1 sheet)
- Site Preparation Plan at Tommy Thompson Trail, 22nd St, and 32nd St (3 sheets)
- Roadway Plan at Tommy Thompson Trail, 22nd St, and 32nd St (3 sheets)
- RRFB/Signing/Channelization Plan at Tommy Thompson Trail, 22nd St, and 32nd St (3 sheets)

Assumptions

- City will review the 30% Design submittal package and provide comments.
- Transpo will base the design on direction provided by the City.
- All improvements will be shown within the existing Right-of-Way.

Consultant Deliverables

- 30-percent-complete plans as a PDF.
- Opinion of probable construction costs as a PDF.

Task 04—90% Design

A. 90-percent-complete Plans

Transpo will prepare 90-percent-complete design documents that advance the design from the 30% level. Transpo will incorporate comments and feedback from previous submittals to the City. In addition to elements already included in the 30% design, Transpo will include the following:

- Temporary Construction Easement(s)
- Drainage
 - Transpo will include design and notes for minor drainage adjustments for impacts to existing drainage due to curb extensions, if needed. If additional storm/water work is needed beyond minor adjustments, an amendment will be produced to add a subconsultant to complete the work.

The 90% design submittal is anticipated to include the following plan sheets:

- Cover, General Notes and Legend (1 sheet)
- Site Preparation Plan at Tommy Thompson Trail, 22nd St, and 32nd St (3 sheets)
- Roadway Plan at Tommy Thompson Trail, 22nd St, and 32nd St (3 sheets)
- Roadway Details at Tommy Thompson Trail, 22nd St, and 32nd St (3 sheets)
- RRFB/Signing/Channelization Plan at Tommy Thompson Trail, 22nd St, and 32nd St (3 sheets)

Assumptions

- Temporary Construction Easement (TCE) and limits of work will be provided in CAD as a deliverable.
- No legal descriptions for the TCE will be prepared.

B. Project Specifications

Transpo will prepare Project Specifications based on the current edition of the City's standards, and the 2025 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction. The City's review comments pertaining to the outline specifications will be addressed in preparing the final document.

The project specifications to include:

- Bid Proposal Package
- Divisions 0 and 1 of the City boilerplate Specifications
- Divisions 2 through 9 of the City boilerplate Specifications
- Special Provisions (to be prepared by Transpo)
- Appendices
 - Standard Details & Standard Plans
 - Prevailing Wage Rates

C. 90-percent-complete Opinion of Probable Construction Cost

Transpo will prepare and submit an Opinion of Probable Construction Cost based on the 90% design. The Opinion of Probable Construction Cost will be presented in the City standard Excel spreadsheet template corresponding to the sequence of items as will be listed in the Project Specification's final bid schedule.

Assumptions

- City will review the submittal package and provide comments.
- Specifications will be developed consistent with WSDOT/APWA 2025 Standard Specifications, Amendments, and General Special Provisions.

Consultant Deliverables

- 90-percent-complete plans as a PDF following City CAD standards.
- 90-percent-complete project specification sections as listed above in MS Word format showing changes made to City boilerplate (or PDF if applicable).
- Opinion of probable construction cost as a PDF.

Task 05—100% Design and Final PS&E

A. 100-percent-complete Plans

Transpo will progress the plans, project specifications sections as listed in Task 04 above and opinion of probable construction cost to the 100-percent-complete level. Transpo will incorporate comments and feedback from the previous submittal to the City.

Assumptions

- The purpose of the 100-percent submittal is to confirm the Consultant has addressed all of the City's prior comments.
- No new design comments are anticipated within the 100-percent submittal.

Consultant Deliverables

- 100-percent-complete plans as a PDF following City CAD standards.
- 100-percent-complete project specification sections as listed in Task 04 above in MS Word format.
- Opinion of probable construction cost as a PDF and MS Excel spreadsheet.

B. Final PS&E

Transpo will prepare Final Plans, Project Specifications, and Engineer's Estimate for the City to advertise and solicit bids for project construction. Transpo will incorporate any final comments and feedback from previous submittals to the City.

Assumptions

- No comments are anticipated within the Final submittal.

Consultant Deliverables

- Final plans as a PDF bearing the Engineer's stamp and signature.
- Final project specification sections as listed in Task 04 above in MS Word. Transpo shall stamp and sign special provisions.
- Engineer's Estimate as a PDF and MS Excel spreadsheet.
- Two (2) bound physical copies of the Project Manual will be delivered to the City.

Task 06—Construction Phase Services (Optional)

Construction phase services may (or may not) be necessary as part of the project and as such, it is not possible to accurately budget for these services at the time of contracting. Should construction phase services be necessary, Transpo will provide these services on a time-and-materials basis with written authorization from the Client. Construction phase services could include, but are not necessarily limited to, the following:

- Shop drawing and cut sheet review
- Responses to contractor Requests for Information (RFIs)
- Record drawings
- Construction observation

Task 99—Reimbursable Expenses

Reimbursable Expenses for travel for site visit and/or in-person kick-off meeting.

Submittals

Submittals of the complete plan set, Special Provisions, and engineer's opinion of probable costs for the improvements will be prepared to the 30-percent, 90-percent, 100-percent, and final completion levels. Comments from the City will be reflected in each submittal. Four (4) submittals are included in this scope of work. Should additional revisions and/or submittals be required for approval, beyond the three anticipated, this may constitute extra services necessitating a change to the scope of services, fee projection, and/or schedule.

Assumptions

Transpo is entitled to rely upon the completeness and accuracy of information and services furnished by the City and their representatives.

Transpo assumes the following as the basis for this Scope of Services and Fee:

- Maximum Extent Feasible (MEF) documentation will be required at locations where existing grades makes it infeasible to install curb ramps/crossings that meet ADA accessibility requirements.
- The RRFB System will be solar powered and not hard-wired (no service connection required).
- Utility coordination is not anticipated and not included in this Scope of Services.
- Transit stop improvements are not included in this Scope of Services.
- The Client is responsible for transit agency coordination regarding modifications, relocations, and any other changes or impacts to transit stops/locations.
- The Contractor will be able to perform all work activities within the City of Anacortes allowable closure hours.

- Pedestrian detours will use existing crossings and facilities. Pedestrian routes will not be required to be maintained through the work area/closures.
- Internal traffic/site circulation is not included in this Scope of Services.

The Client shall provide the following information and/or services to Transpo:

1. Right-of-way acquisitions, easements, and/or legal descriptions if required.

Fee

A fee for each identified task is outlined in Attachment A. Reimbursable expenses are invoiced at cost plus fifteen percent (15%). Transpo will keep the City informed regarding progress and budget status. Should additional services outside the scope be required, Transpo will coordinate with the City to adjust the scope of services, fee projection and schedule accordingly and will perform these services upon receipt of written authorization.

Attachment A
Cost Estimate Worksheet

Number / Project Name

1.25064.PR

Billing rates are effective from April 27, 2024 through April 25, 2025, within the ranges shown in the attachment.
Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

	Project Manager	Quality Control	Project Engineer	CAD/ Graphics	Project Admin
initials	DGN	RP	VM	CBS	AMC
labor category	Eng L4	Prin L7	Eng L3	AnyL L2	PA L5
cost rate	\$185.00	\$275.00	\$155.00	\$145.00	\$195.00

Labor:

	Work Task						Hours	Cost
1	Project Management and Coordination	26	4		13	3	46	\$8,380
2	Data Collection	See subconsultants below						
3	30% Design	6		16	24		46	\$7,070
4	90% Design	16	2	32	40		90	\$14,270
5	100% Design and Final PS&E	12	2	28	32		74	\$11,750
6							0	\$0
7							0	\$0
8							0	\$0
9							0	\$0
10							0	\$0
11							0	\$0
12							0	\$0
13							0	\$0
14							0	\$0
15							0	\$0
16							0	\$0
17							0	\$0
18							0	\$0
19							0	\$0
20							0	\$0

Total Hours	60	8	76	109	3	256	
Labor Costs	\$11,100	\$2,200	\$11,780	\$15,805	\$585		\$41,470

Reimbursable Expenses:

	Item	Reimburs. Cost
1	Application	
2	Business Meals	
3	Mileage	\$200
4	Miscellaneous	
5	Models/Renderings/Photos	
6	Parking	
7	Records Filing	
8	Registrations	
9	Reproductions	
10	Shipping/Courier	
11	Specialty Software	
12	Supplies	
13	Traffic Accident Data	
14	Traffic Count Vendors	
15	Travel, Hotel, Taxi, & Air Fare	

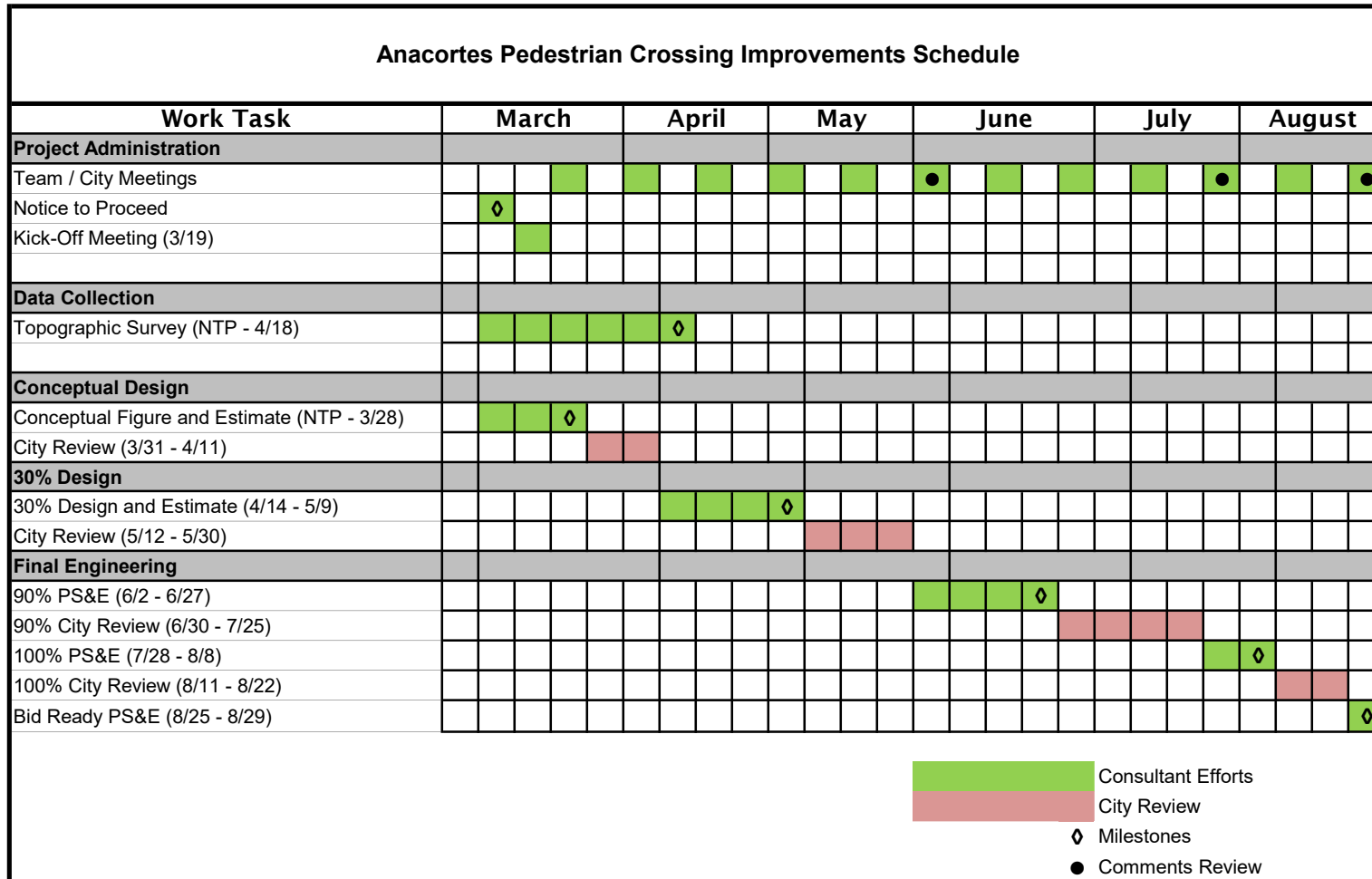
Sub Total	\$200
Total (Cost + 15 percent)	\$230

Subconsultants:

	Firm	Subs. Cost
1	Harmen LLC (Survey)	\$12,000
2	Subconsultant B	
3	Subconsultant C	
4	Subconsultant D	
5	Subconsultant E	

Sub Total	\$12,000
Total (Cost + 15 percent)	\$13,800

TOTAL ESTIMATE**\$55,500**



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).



Crosswalk Locations

22nd Street
at Senior Center

T Avenue
at Trail crossing

32nd Street
at Storvik Park





City Council Agenda Bill

Meeting Date: March 17, **Agenda Item:** 6.a.
2025

Agenda Item Title: Fire Department Update

Staff Contact(s): Bill Harris

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Greg Francioch	Staff Report
Bill Harris	

Item Summary: Fire Chief Bill Harris will report on 2024 department activities, and provide an outlook on 2025 operations and plans.

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

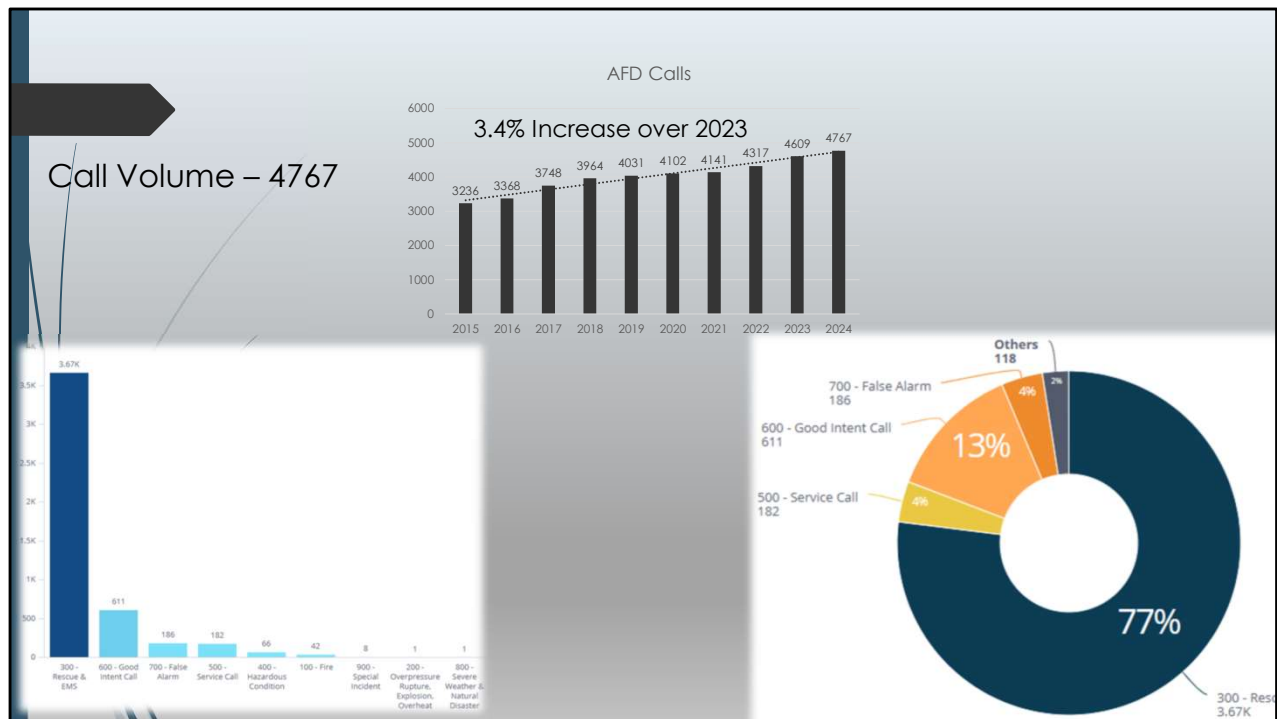
1. Fire Department 2024 Annual Report PPT



MESSAGE FROM THE FIRE CHIEF:

I want to personally thank every member of this department for their unwavering dedication and professionalism. I also extend my gratitude to the community for their trust and support. Together, we will continue to build a stronger, safer future.

- Bill Harris, Fire Chief

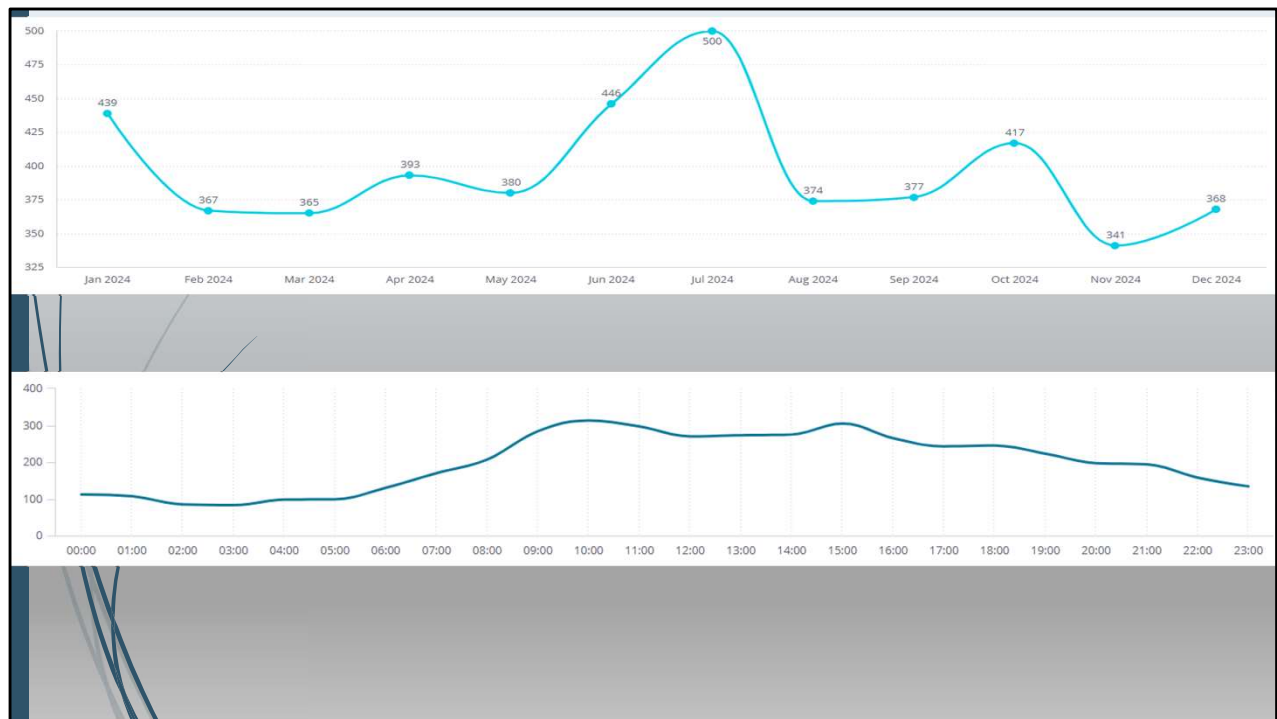


The total call volume for 2024 was 4767. The rate of rise in our call volume slowed slightly this year, but was still up 3.4% The breakdown of calls was 77% EMS related which has remained relatively consistent for many years. The majority of the 13% “Good Intent Calls” are also generated from EMS responses, which brings the EMS percentage close to 90% of the total call volume. 47% of our EMS calls result in a patient transport. There were 2057 transports in 2024. 63% of which were Advanced Life Support level transports.

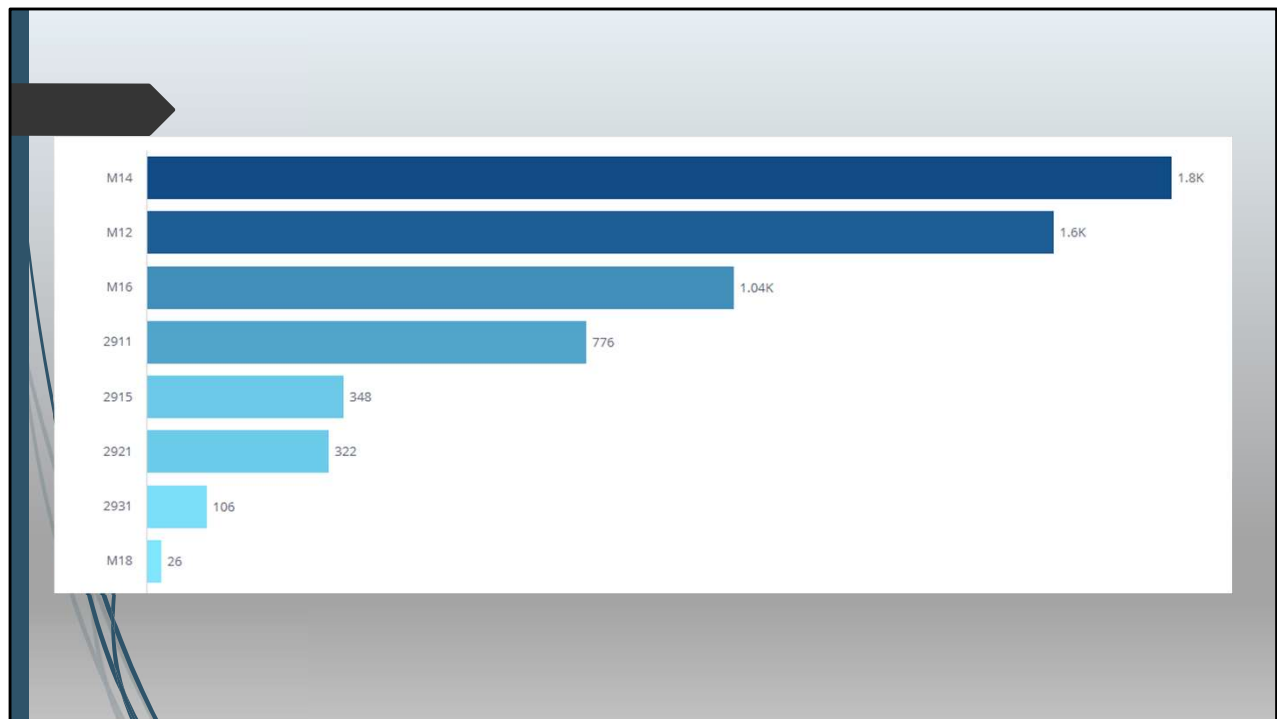
Calls of Interest

- 8 Structure fires
- 10 Vehicle fires
- 1 Boat fire
- 12 Natural vegetation fires

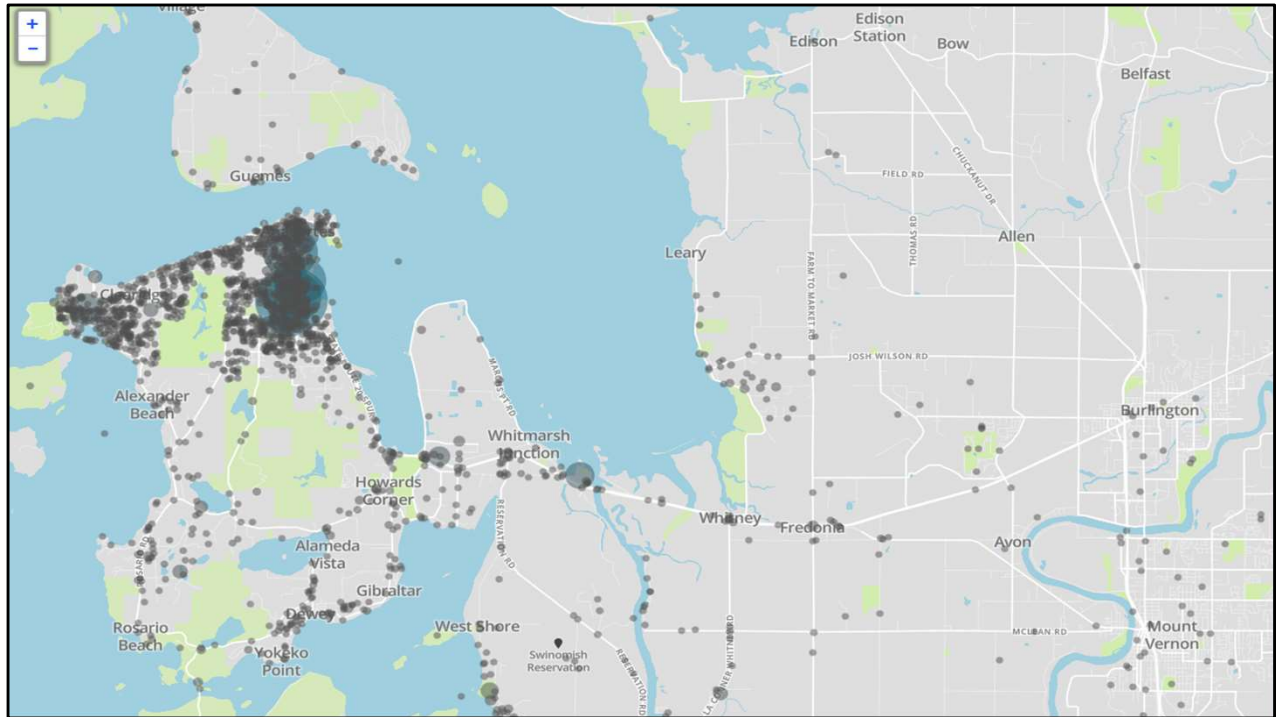
32 Hazmat incidents
14 Water related rescues/incidents
6 Elevator rescues



This is a display of monthly total call volume and calls by the hour of the day. This is consistent with past years.



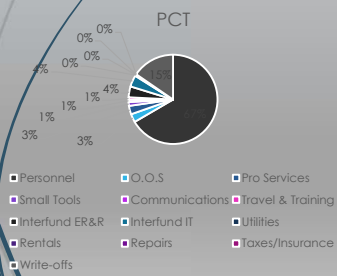
Station One downtown (M14, E2911 and L2915) ran 49.7% of our total call volume in 2024. Station 3 March's Point (M12 and E2931) ran 30.2%. Station 2 (M16 and E2921) responded to 20.1% of calls primarily in Skyline and the West End neighborhoods.



This map shows the locations that AFD units were dispatched to in 2024. Approximately 36% of the calls handled by AFD occur in unincorporated Skagit County or on Swinomish Nation lands.

2024 Budget

- Total 2024 AFD appropriation - \$9,608,479
- Total 2024 AFD expenditures - \$9,259,345 (96.37%)



Personnel Costs – 67%
 EMS Write-offs – 15%
 Interfund Transfers – 8% (ER&R/IT)
 Supplies – 3%
 Professional Services – 3%
 Tools – 1%



Notable Events 2024



16 Week Career Academy

In 2024, AFD put on its first ever in-house taught career fire academy for 6 new hires, which was comprised of 496 hours of training. Each recruit graduated from the academy with their IFSAC certification in HazMat Awareness and Operations, Firefighter 1 & 2, and Wildland Firefighter 2. As part of the academy, AFD hired the Puyallup Extrication Team to teach auto extrication 101 and 201. 12 additional members of AFD were able to participate in the extrication training as well. Post academy, the remainder of 2024 had ongoing monthly training for the 9 probationary firefighters to finish out their first year of probation. By July 1st, 2024 AFD had the new probationary firefighters trained as driver/operators and were able to stand up the 4th AFD staffed unit (the result of the 8 levy positions).



JULY
2024

July 2024 was significant for the AFD. On July 1st we deployed our 4th staffed unit. This was the culmination of the hiring and training of the new positions authorized by Proposition #1 in 2023. On July 4th we celebrated the 100th year of Engine 2's service to Anacortes. Engine 2 is a 1924 American La France fire engine that has been restored and maintained by our dedicated group of community volunteers. On the same day we also conducted a push in ceremony for the newest addition to our fleet, Truck 29, a 2024 Pierce ladder truck.

State Wildland Deployment Bighorn Fire – Yakima County



July 25th marked the first state wildfire deployment for the AFD. When large or multiple fires occur around the state and local resources are exhausted, statewide resources are requested through the State Mobilization process. Two of our firefighters and Brush 29 deployed to the Bighorn Fire in Yakima County where they worked for 6 days. In addition to the assistance provided and the valuable experience gained, the deployment generated over \$9,000 for COA.

Community Paramedic Program/Alternative Response Team Outreach Program

- Provided individualized care and assistance to 108 patients in 2024, 106 of which were new patients to the program.
- 70 percent reduction in repeat 911 calls involving patients enrolled in the program in 2024. This figure has improved consistently since inception of the program.



- Provided individualized care and assistance to 108 patients in 2024, 106 of which were new patients to the program.
- 70 percent reduction in repeat 911 calls involving patients enrolled in the program in 2024. This figure has improved consistently since inception of the program.
- Implemented Julota software along with two other providers in Skagit County to aid with secure record keeping, information sharing, and case management.
- Charter member of Skagit County's North Star Project Advisory Group, a public-private partnership uniting governments, first responders, housing and health organizations, and other community leaders working in collaboration to tackle issues like homelessness, substance abuse, and behavioral health problems.
- Member of the Anacortes Community Outreach Team, providing direct outreach to individuals in our community experiencing

homelessness, substance abuse, behavioral health, or other conditions affecting their ability to thrive. Team made up of staff from the Anacortes Family Center, Anacortes Police Department, and Anacortes Fire Department.





For the past several years we have had an on-duty engine captain assigned as the shift supervisor and an on-call duty chief responding from home for major incidents. With the changes in our staffing and deployment models in 2024, it became clear that our previous shift supervision model was inadequate. In January 2025 we promoted the captains to the rank of Battalion Chief, which was more commensurate with their duties as shift supervisor. Currently when daily staffing levels exceed 8, the BC's move from the engine into a command vehicle. This allows them greater flexibility to respond throughout the city for calls and to supervise and train the personnel in the outlying stations.

Comprehensive Planning Process - Capital Facilities

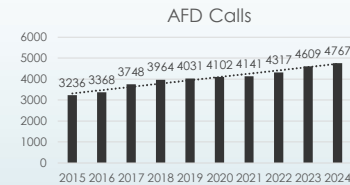
Call Volume Projection:

2031 – 7000

2035 – 8700

2045 – 15,000

- Developing plans to accommodate needed personnel.
- Projecting locations for possible station movement or additions.
- Identifying trigger points for the addition of new transport units.
- Identifying funding mechanisms and considering transition to 3-person engine companies



Future Facility Needs

For the past ten years the annual call volume has risen steadily at a rate of approximately 5.5% per year. The incident call type is also consistent in that growth, with approximately 80% EMS incidents and 20% Fire incidents. In 2024 the total call volume for the Anacortes Fire Department was 4767. With the expected rate of growth, the anticipated call volume in the 6th year of this plan is expected to be 7000. In 2035, the 10-year mark, the incident call volume will be 8700, the incident call volume in the 20th year, 2045, will be approximately 15,000 of which 12,000 will be EMS related.

Based upon information from the City Planning Department, related

to planning, zoning and available land, the Fire Department anticipates that most of this growth will occur in the area currently served by Station #1 and extend into the Sharpes Corner area of Station #3's response zone. If call volumes reach these anticipated levels, the Fire Department deployment model will need to pivot to accommodate this growth. Considerations will require an extensive response reorganization, with additional living and apparatus space required in our fire stations to accommodate the personnel required to meet our level of service standards. Currently there is living space for 5 personnel at Station #1, 3 personnel at Station #2, and 3 personnel at Station #3. Throughout this planning period, City Planning, City GIS and the Fire Department will utilize data to determine if, when, and where these facility upgrades will need to be. The Fire Department will continue to collect, refine and analyze response data, develop response benchmarks, which will provide insights into making deployment and growth decisions.

At the 6-year mark of this plan, with an anticipated call volume of 7000, it is anticipated that Station #2 and Station #3 can maintain their current cross staffing model, though not ideal. In this same timeframe, the Station #1 staffing should include an on-duty Battalion Chief and the addition of a second staffed transport unit. This increase in staffing at Station #1 would require 7-8 living quarters, and an additional apparatus bay.

By 2035, Station #3 will likely require both an engine company and a medic unit, as the call volume will no longer support cross staffing. This will require 4-5 sleeping quarters at a minimum. The current facility at Molly Ln is potentially adequate if the leased space is converted for fire department use. Some consideration should be given to moving Station #3 into the Sharpes Corner area to better support the areas of highest call volume. The Fire Department will

develop incident response modelling to help determine best station location. This would increase Advanced Life Support (ALS) response times into unincorporated Skagit County where currently first responding agencies exist to handle the initial responses. Station movements may also affect the current “closest unit” dispatch model employed when dispatching Paramedic Units.

By 2045 the call volumes will no longer be supported by cross staffing units at Station #2, necessitating an individually staffed engine company and paramedic unit. This will require 4-5 living quarters. Some consideration will need to be given to a 4th unit at Station #1 by this time as well.

Throughout this process our engine companies should be upgraded to 3 personnel to facilitate “imminent rescue” and “effective response force requirements.” If these anticipated service demands come to fruition, it will require a minimum of 20 living quarters, 10 of which would need to be at Station #1 or the Station #1 area will need a second station, likely in the southern end of the city.

Comprehensive Planning Process - Level of Service Standards

*Anacortes Locally Adopted Standard
(based on 2015 data, 3236 calls, population of
16,392)*

1st Engine (3 Firefighters) Within 7 minutes
90% of the Time

Effective Response Force of 12 Firefighters
within 11 minutes 90% of the time

EMS – Within 5 minutes 90% of the time

Prevention – 1 annual inspection for all
occupancies. 2 for high-risk Businesses

Working Proposal

Initial response - From time of dispatch to all structure fires; arrive with the closest fire engine within 320 seconds (5:20) 80% of the time.

Imminent rescue capability - From time of dispatch to all structure fires; assemble a minimum of 3 firefighters within 440 seconds (7:20) 80% of the time.

Effective response force - Assemble an Effective Response Force of 17 firefighters on all 2nd Alarm building Fires 80% of the time.

Fire prevention - Provide an initial fire inspection of all Business Occupancies annually.

EMS

Initial Response - From time of dispatch to all Advanced Life Support EMS incidents; arrive with the closest EMS unit within 300 seconds (5min) 90% of the time.

FIRE SUPPRESSION

Initial response - From time of dispatch to all structure fires; arrive with the closest fire engine within 320 seconds (5:20) 90% of the time.

The previous standard called for the closest fire engine with three firefighters within 7 minutes 90% of the time. We are not at the point that we can staff with 3, so I consider that unrealistic for now. The 320 seconds is directly out of the NFPA 1710 Standard, which is the deployment standard for career fire departments. Even though we cannot meet the

staffing requirements of this standard, we should be striving to put the first engine on scene within this time frame.

Imminent rescue capability - From time of dispatch to all structure fires; assemble a minimum of 3 firefighters within 440 seconds (7:20 min) 90% of the time.

The intent here is to keep the 7 minutes from our old standard to assemble at least 3 personnel on scene. Utilizing 1710, which calls for the second unit in 440 seconds, we can work to meet the intent even if the personnel arrive in a medic unit or command vehicle.

Effective response force - Assemble an Effective Response Force of 17 firefighters on all 2nd Alarm building Fires 80% of the time.

The 12 firefighters within 11 minutes comes from our previous LOS. It does not match any NFPA standard, but was a reasonable compromise. The proposed change of “from time of second alarm” is an attempt to manage expectations to our actual system. A first alarm in our city does not dispatch 12 firefighters, so there is no real expectation of assembling that many. All significant fires will generate a 2nd alarm, which I believe is the more realistic starting point for that time standard. 17 firefighters is the minimum ERF for

a single family dwelling in NFPA 1710. Removing the time standard from the NFPA makes this a reasonable and obtainable local standard.

Fire prevention - Provide an initial fire inspection of all Business Occupancies annually.

Here we dropped the requirement of 2 inspections for high risk occupancies

EMS

Initial Response - From time of dispatch to all Advanced Life Support EMS incidents; arrive with the closest EMS unit within 300 seconds (5min) 90% of the time.

Here we added the ALS terminology to the existing standard. We are working to reduce the amount of “lights and sirens” responses to less significant calls. Many BLS calls do not require the rapid response and the associated traffic risks. By only measuring ALS calls against this standard we can have more realistic standard that meets our needs in true emergency situations.

Community Risk Reduction Programs

An ounce of prevention is worth a pound of cure.

- Benjamin Franklin



- Increased emphasis on fire inspections
- Fall prevention
- WUI Community education

In 2024 we began the process of updating our commercial occupancy database and improving our annual fire and life safety inspection program. Our crews began a process of driving all city streets to identify all commercial occupancies to compare to our reporting system data base ensure it is up to date. As of December 2024, that process was approximately 75% complete. Currently our records show 693 commercial properties in Anacortes of which 358 received an inspection in 2024. In 2025 we will finalize the update to our database and inspect all properties that weren't inspected in 2024. Our intent will be to have 100% annual inspection compliance in 2026.

Our EMS division, spearheaded by the community paramedic, is working with local and regional partners to create and implement a fall prevention program as falls are one of our more frequent call types. Countywide, falls account for more than 20% of our EMS call

volume.

There is some concern among our community members regarding the potential for the loss of homes due to wildfire in our Wildland Urban Interface areas. We are working with our Parks Department to educate our homeowners on ways to improve the safety of their homes while still maintaining the integrity of our forestlands and other natural areas.





City Council Agenda Bill

Meeting Date: March 17, **Agenda Item:** 6.b.
2025

Agenda Item Title: Resolution 3179: Temporarily Closing R Avenue Between 9th Street and 4th Street

Staff Contact(s): Andrew Rheume

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Greg Francioch	Resolution
Darcy Swetnam	
Andrew Rheume	

Item Summary: The Port of Anacortes has a contract with T Bailey to produce two 60-foot-tall, 24-foot-diameter fuel tanks, which are scheduled to be hauled to the Port's Pier 2 property via the City's heavy haul route for assembly. T Bailey transported a tank bottom on Sunday, March 16, 2025, and City staff identified potential safety hazards if the street had not been cleared. T Bailey has scheduled an additional haul on March 20 beginning at 10 pm and ending at 5 am on March 21st and city staff recommend that R Avenue between 9th Street and 4th Street be closed to parking during that period.

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. 250317 Police - Res 3179 Closing Road

RESOLUTION NO. 3179

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES TEMPORARILY CLOSING R AVENUE BETWEEN 9TH STREET AND 4TH STREET BETWEEN 10 PM ON MARCH 20 AND 5 AM ON MARCH 21, 2025.

WHEREAS, the City Council is the road authority for the City of Anacortes; and

WHEREAS, the Port of Anacortes has a contract with T Bailey to produce two 60-foot tall, 24-foot diameter fuel tanks, which are scheduled to be hauled to the Port's Pier 2 property via the City's heavy haul route for assembly; and

WHEREAS, T Bailey transported a tank bottom on Sunday, March 16, 2025 and City staff identified potential safety hazards if the street had not been cleared; and

WHEREAS, T Bailey has scheduled an additional haul on March 20 beginning at 10 pm and ending at 5 am on March 21st; and

WHEREAS, the City Council hereby determines that vehicular parking in a portion of the heavy haul route area during transport may pose a threat to public safety and will be dangerous; and

WHEREAS, the City Council hereby desires to close a portion of R Avenue to parking between 9th Street and 4th Street during transportation; and

WHEREAS, section 47.48.010 RCW gives the City Council authority to restrict or close city streets.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Anacortes, Washington, that the proposed road closure for parking is narrowly tailored to serve the significant governmental interests of providing for public safety during a hazardous oversized haul and eliminating the potential of accidents.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Anacortes, Washington, that R Avenue between 9th Street and 4th Street as described and depicted in the attached Appendix A will be closed to all vehicular parking beginning at 10:00 pm on Thursday, March 20th through 5:00 am on Friday, March 21st, at which time barricades and signs may be placed in the area by the Anacortes Public Works Department, Anacortes Police Department or Skagit County Sheriff's Department. Any vehicles parked in this area during the period of closure may be subject to penalties and

impoundment as described in Chapter 10.12 AMC, and more specifically section 10.12.640 AMC, which allows for impound without notice.

INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES on this 17th day of March, 2025.

Matt Miller, Mayor

Approved as to form and legality:

ATTEST:

Darcy Swetnam, WSBA #40530
City Attorney

Steven D. Hoglund, City Clerk Treasurer

Appendix A

Both sides of that portion of R Avenue between 9th Street and 4th Street.

