

- Meetings may be viewed on the [City of Anacortes website](#), on the City of Anacortes [YouTube Channel](#), or on TV [Channel 10](#).
- The public may also watch, listen to, or participate in the meeting live by visiting <https://us02web.zoom.us/j/89255646791> or by telephoning 1-253-215-8782 and entering Meeting ID 892 5564 6791.
- The public is encouraged to comment via email to cityclerk@cityofanacortes.org or via written comment addressed to City Clerk, P.O. Box 547, Anacortes, WA 98221. Public comments received 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

September 8, 2025
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Housing Affordability and Community Services Committee (Report)
 - b. Planning Committee (Report)
 - c. Personnel Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of September 2, 2025 (Action)
 - b. Approval of claims in the amount of \$595,618.61 (Action)
 - c. Contract Award: Grand View Cemetery Columbariums #25-228-PRK-001 (Action)
 - d. Contract Modification: Anacortes Public Library Young Adults Interior Renovation Project #23-192-LIB-003 (Action)
 - e. Ordinance 5004: Amending AMC Section 5.04.030 Regarding Business Licensing (Discussion/Action)
6. **Other Business**
 - a. * City Council Procedures & Committee Structure Workshop (Discussion)
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.

Anacortes City Council Minutes - September 2, 2025

Call to Order

Mayor Matt Miller called to order the September 2, 2025, Anacortes City Council meeting at 6:00 p.m. Councilmembers TJ Fantini, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and Amanda Hubik were present. Councilmember Ryan Walters was absent.

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

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller announced that September 3rd is back to school for the Anacortes School District and that all drivers should be careful with buses, cyclists, and pedestrians in school zones. He then reminded the public that the Skagit County Department of Emergency Management Hazard Mitigation Plan Open House will be held on September 9th 6:30-8:30pm in City Council chambers where public input will be taken on proposed mitigation actions for the 2025 Hazard Mitigation Plan, and that several community events will occur on September 13th, including [Residential Cleanup Day](#), the [Senior Resource Fair](#), and Fidalgo Bay Day sponsored by the Skagit Marine Resources Committee at the Fidalgo Bay Resort.

Civilian Life-Saving Awards

Mayor Miller welcomed the US Navy personnel in the audience, including Naval Air Station Whidbey Island Commanding Officer, Captain Nathan Gammache. Fire Chief Bill Harris read the award citation for Breanne Perry, an active duty US Navy Sailor, John Butler, a retired Marine, and Skyler Crocket, who demonstrated extraordinary heroism and swift action in the face of imminent danger by entering an apartment that was on fire and removing a disabled occupant to safety at the Parallel 49 Apartments on July 27, 2025. Mayor Miller presented Ms. Perry, Mr. Butler and Mr. Crocket with Civilian Lifesaving Awards.

Finance Committee

Mayor Miller announced that the Finance Committee did not meet as scheduled.

Public Works Committee

Ms. Moulton reported from the Public Works Committee meeting held earlier in the evening. The topics discussed included a discussion with residents of Coho Way about safety issues around the intersection at the entrance to the Skyline neighborhood and the associated costs with any additional safety measures and possible funding sources, and other safety issues including speeding, signs and parking. The committee was briefed on staff recommendations for addressing the issues but did not take any action. She concluded by announcing that more details on the specific issues will follow.

Museum Committee

Mr. Fantini reported from the Museum Committee meeting held August 28th. The topics discussed included the [Music of Anacortes exhibit](#) coming in late October, an update on the development of the circumnavigation cruise of Fidalgo Island in partnership with Island Adventures, a [storage workshop building project](#) update to include re-zoning of the building, and an update on the fall hours for the [Maritime Heritage Center](#) and the [W.T. Preston](#).

Port / City Liaison Committee

Ms. Cleland-McGrath and Mr. Fantini reported from the Port / City Liaison Committee meeting held earlier during the day. The topics discussed included the event center design process, an interest in having stakeholders

who will use the facility to have input on the design, a 30-day delay on the Commercial Avenue and 12th Street intersection project due to the unexpected discovery of electrical lines and coming shipments of large pipe going to the port via the heavy haul truck route during the day.

Public Safety Committee

Ms. Hubik reported from the Public Safety Committee meeting held earlier in the day. The topics discussed included a staffing and training update, a new 911 user fee model for 2026 that will reduce the cost to the city by approximately \$13,000, and possible options for early warning systems and Department of Natural Resources service capabilities in the event of a wildfire evacuation.

Mr. Fantini announced that there was a significant amount of public engagement and discussion about the [Comprehensive Plan update](#) during the [Planning Commission meeting](#) the previous Wednesday.

Public Comment

Mayor Miller invited the public to comment on any item not on the agenda. No one present wished to address the Council on any topic not already on the agenda.

Consent Agenda

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

a. Minutes of August 25, 2025

b. Approval of claims in the amount of \$848,665.10

The following vouchers/checks were approved for payment:

EFT numbers: 113416 through 113434 total \$701,183.08

Check numbers: 113435 through 113458, total \$134,166.56

Wire transfer numbers: 374915 through 375088, total \$13,315.46

c. Special Event Application: Bike MS Deception Pass Classic

Other Business

General Sewer Plan - Status Update and Draft Capital Facilities Plan

Public Works Director Andrew Rheume introduced Kenneth Packard of HDR Engineering, who presented the draft General Sewer Plan, referring to a slide presentation that was included in the packet materials for the meeting. Wastewater Treatment Plant Manager Brian Walker, Mr. Packard, and Mr. Rheume answered questions from the Council. Finance Manager Rhonda Peck presented the financial analysis of the required capital projects outlined under the plan for sewer and stormwater, referring to a slide presentation that was added to the packet materials for the meeting.

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

Discussion topics included:

- Timeline for the Department of Ecology regulating nitrogen discharge.
 - No official timeline.
- Density growth throughout the city.
- Repairing sewer infrastructure before developing or adding housing.
- Incorporation of alternative ecological strategies in the plan?
 - The study focused on solving existing problems.
 - Innovative solutions could be incorporated at the end of the process.
- What is creating a higher level of nitrogen? Are there actions the city / public can take to mitigate the effects?

- There are some measures that could be taken in the near term, but a full plant upgrade will eventually be required.
- How do the projects align with the Capital Facilities Plan (CFP)?
 - This presentation and model will inform the CFP, which will look different from past years.
- Permitted capacity is 4.5 million gallons per day but could shift based on regulatory requirements.
- The model is helpful for informing, maintaining current capacity and adapting to changing regulatory conditions.
- Current revenues are insufficient to cover operational and capital expenses.

Ordinance 5004: Amending AMC Section 5.04.030 Regarding Business Licensing

Finance Director Steve Hoglund introduced Ordinance 5004 that would amend Anacortes Municipal Code section 5.04.030 regarding business licensing, as the State has directed that the minimum revenue threshold for businesses that do not maintain a business in the city be increased from \$2,000 in annual gross revenues to \$4,000 in annual gross revenues.

Discussion topics included:

- A business license costs \$50 and a \$5 annual renewal fee.
- How many out-of-town businesses have licenses?
- It does not include home businesses within city limits.

Ms. Moulton moved without objection that the ordinance be placed on the consent agenda at the next regular City Council meeting.

Resolution 3185: Waiving the competitive bidding requirements for the maintenance/repair of Flygt pumps

Public Works Director Andrew Rheume introduced Resolution 3185 that would waive the state competitive bidding requirements for the regular maintenance and repair of Flygt pumps and accessories performed by Whitney Equipment Company Inc. as the sole source supplier.

TJ Fantini moved, seconded by Anthony Young, to approve Resolution 3185 waiving the competitive bidding requirements for the maintenance or repair of Flygt pumps.

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

Adjournment

There being no further business, at approximately 7:11 pm the Anacortes City Council meeting of September 2, 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 September 8, 2025 City Council meeting:

[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
374350	8/6/2025	14613491	HACH COMPANY	LAB SUPPLIES: SENSION+ 9660C COMBO CALCIUM	\$ 1,451.01	dwtp
375406	8/12/2025	15-250813777	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-FS #1 2-909	\$ 664.01	pw1
375405	8/12/2025	15-250813778	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-OPERATION 9-902A	\$ 751.19	pw1
375404	8/13/2025	15-250813810	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-WWLS #20 7-917	\$ 665.51	pw1
375403	8/13/2025	15-250813812	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-WWLS #4 7-918	\$ 559.75	pw1
375402	8/13/2025	15-250813814	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-WWLS #21 7-919	\$ 559.75	pw1
375401	8/14/2025	15-250813831	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-9-910 LIBRARY	\$ 1,012.04	pw1
375205	8/14/2025	4472	DEPARTMENT OF HEALTH	LOAN DM16-952-025	\$ 304,135.98	finance
375400	8/17/2025	15-250813848	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-FS #2 2-910	\$ 584.86	pw1
375399	8/17/2025	15-250813849	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-WWTP- 7-904	\$ 665.51	pw1
375398	8/17/2025	15-250813850	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-WWTP 7-902	\$ 559.75	pw1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
375397	8/17/2025	15-250813851	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-WWTP 7-903	\$ 559.75	pw1
375396	8/17/2025	15-250813852	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMS-WWLS#18 7-905	\$ 1,043.02	pw1
375395	8/17/2025	15-250813853	CUMMINS, INC.	ANNUAL CUMMINS GENERATOR TESTING AND SERVICING - PMA-WWLS #5 7-920	\$ 751.19	pw1
375442	8/18/2025	ReimbOleary	O'LEARY, TIMOTHY	LONG TERM CARE PAYMENT REIMBURSEMENT LEOFF1 RETIRFF	\$ 396.00	hr
375451	8/19/2025	0000012563	MACKAY SPOSITO	BEN ROOT SKATE PARK RESTROOM/PARKING LOT PROJECT: DESIGN - THROUGH 7/26/25	\$ 1,995.00	parks1
375213	8/21/2025	I7105303	HD FOWLER COMPANY INC	MAINTENANCE SUPPLIES	\$ 187.44	dwwtp
375212	8/21/2025	I7105376	HD FOWLER COMPANY INC	MAINTENANCE SUPPLIES	\$ 199.54	dwwtp
375152	8/25/2025	14641050	HACH COMPANY	TU5200 BENCH SERVICE SN 1801514 8/25/25 - 8/24/26	\$ 524.54	dwwtp
375149	8/25/2025	1500000408	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT FINISHED	\$ 22.00	dwwtp
375151	8/25/2025	90287426	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE LIQ STD 24.824 TON PO 25-183	\$ 6,101.47	dwwtp
375214	8/25/2025	931430	CASCADE COLUMBIA DISTRIBUTION	PLANT CHEMICALS	\$ 16,617.35	dwwtp
375150	8/25/2025	931887	CASCADE COLUMBIA DISTRIBUTION	SODIUM HYPOCHLORITE 12.5% 3931 G PO 25-180	\$ 12,551.05	dwwtp
375208	8/26/2025	1819564	WALTON BEVERAGE COMPANY, INC	OPS: BREAKROOM SUPPLIES	\$ 220.00	dshop
375207	8/26/2025	25978	INDUSTRIAL RESOURCES, INC.	MAINTENANCE - OUTSIDE LABOR	\$ 407.25	dwwtp
375452	8/26/2025	5288789902	CINTAS CORPORATION	FIRST AID SUPPLIES - VARIOUS DEPTS	\$ 339.53	hr
375209	8/26/2025	XA116019114:01	RWC INTERNATIONAL	PARTS FOR VEHICLE #516	\$ 319.12	dshop
375210	8/26/2025	XA116019180:01	RWC INTERNATIONAL	PARTS FOR VEHICLE #513	\$ 1,233.44	dshop
375259	8/27/2025	1100000099	EUROFINS ENVIRONMENT TESTING	NITRATE 8/4/2025	\$ 35.00	dwwtp
375471	8/27/2025	14646199	HACH COMPANY	LAB SUPPLIES: REAGENT SET, CHLORINE FREE CL17	\$ 1,911.80	dwwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
375258	8/27/2025	1500000557	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - TCR SOUTH & TCR 00932	\$ 154.00	dwtp
375386	8/27/2025	59976	SKAGIT PUBLISHING LLC	PUBLISH AA-667501	\$ 146.16	plan
375148	8/27/2025	6N57981	PLATT ELECTRIC SUPPLY INC	SAFETY: EXIT SIGNS X2 W/SHIPPING & HANDLING	\$ 371.64	dwtp
375257	8/27/2025	932443	CASCADE COLUMBIA DISTRIBUTION	SODIUM HYPOCHLORITE 12.5% 3996 GAL	\$ 12,758.59	dwtp
375457	8/28/2025	11002549	NAVIA BENEFIT SOLUTIONS, INC	AUGUST FLEXIBLE SPENDING PARTICIPANT FEE	\$ 150.50	hr
375260	8/28/2025	1500000625	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT FINISHED	\$ 22.00	dwtp
375409	8/28/2025	300000340004	PUGET SOUND ENERGY INC	STREET LIGHTS: 7/31-8/28/25	\$ 52.90	dshop
375458	8/28/2025	360-293-4900-0912865	ZIPLY FIBER	APD BAC LINE 8/28-9/27/25	\$ 106.74	apd
375369	8/28/2025	360-293-6427-0218975	ZIPLY FIBER	CITY HALL 911 8/28-9/27/25	\$ 99.12	finance
375407	8/28/2025	360-299-2484-0726025	ZIPLY FIBER	LIBRARY PHONE 8/28-9/27/2025	\$ 75.10	publib
375394	8/28/2025	360-299-3674-0214175	ZIPLY FIBER	OPS PHONE LINE: 8/28-9/27/25	\$ 90.85	dshop
375460	8/28/2025	360-299-6615-0615165	ZIPLY FIBER	APD 911 LINE 8/28-9/27/25	\$ 96.62	apd
375391	8/28/2025	384590A	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 25.26	pwfac
375390	8/28/2025	384973	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 61.77	pwfac
375413	8/28/2025	4314146	ZOLL MEDICAL CORPORATION	ELECTRODES, BATTERY, AED FOR BC UNIT	\$ 4,401.36	medic
375414	8/28/2025	7436572007	CARDINAL HEALTH 110, INC.	PHARMA: ACETAMINOPHEN, NACL	\$ 566.47	medic
375450	8/28/2025	9928	BAYSIDE DENTAL CARE	LEOFF1 RETIREE DENTAL COPAY, D. LIDDLE	\$ 227.91	hr
375206	8/28/2025	I7109584	HD FOWLER COMPANY INC	SUPPLIES FOR WATER MAINTENANCE	\$ 466.28	wdist
375261	8/28/2025	P0002-82	QCC QUALITY CONTROLS CORP.	ON-CALL PROFESSIONAL SERVICES AT THE WTP - JUNE/JULY 2025	\$ 2,298.00	dwtp
375263	8/29/2025	2500584	T-SHIRTS BY DESIGN	SCREEN PRINTING PURPLE COUNTY LEAGUE	\$ 1,253.38	pkrec
375262	8/29/2025	VB005	MAMEA, SHERRI	VOLLEYBALL GYM SUPERVISOR	\$ 802.00	pkrec
375455	8/30/2025	00005W5A83355	UNITED PARCEL SERVICE, INC	UPS SHIPPING; WEEK ENDING 8-30-25	\$ 13.64	apd

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
375461	8/31/2025	0825	NELSON, BONNIE	AGING MASTERY PROGRAM ADMINISTRATION - AUGUST 2025	\$ 465.00	pkrec
375374	9/1/2025	1645094	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING STA 1 10/1-12/31/25	\$ 209.49	finance
375376	9/1/2025	1645095	GUARDIAN SECURITY SYSTEMS INC	CLOUD STORAGE/VIDEO FEED - SHOP 10/1-12/31/25	\$ 799.84	finance
375377	9/1/2025	1645096	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING - WT PRESTON 10/1-12/31/25	\$ 209.49	finance
375378	9/1/2025	1645097	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING - APD 10/1-12/31/25	\$ 209.49	finance
375370	9/1/2025	1645098	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING - INTERPRETIVE CTR 10/1-12/31/2025	\$ 209.49	finance
375372	9/1/2025	1645099	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING - FIDALGO CENTER 10/1-12/31/25	\$ 209.49	finance
375373	9/1/2025	1645100	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING - MUSEUM 10/1-12/31/25	\$ 209.49	finance
375375	9/1/2025	1645101	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING - WTP 10/1-12/31/25	\$ 152.08	finance
375371	9/1/2025	1645102	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING - CITY HALL 10/1-12/31/25	\$ 194.17	finance
375419	9/1/2025	3611	OAB ENGINEERING, LLC	29-3 DATA SERVICES - SEPTEMBER	\$ 150.00	medic
375454	9/1/2025	5071943364	RICOH USA, INC	S/N C86138599 APD FRONT OFFICE COPIES 8/1-8/31/25	\$ 43.49	apd
375453	9/1/2025	5071943522	RICOH USA, INC	S/N C86138600 APD HALLWAY 6/1-8/31/25	\$ 56.66	apd
375459	9/1/2025	EN2509	PORT OF ANACORTES	ELECTRICITY, ENVIRONMENTAL (SEPTEMBER)	\$ 16.00	medic
375463	9/2/2025	03188	SKAGIT COUNTY SHERIFF'S OFFICE	AUGUST JAIL TAX PAYMENT PER CONTRACT	\$ 100,705.77	finance
375420	9/2/2025	12	ISLAND HEALTH	JULY AMBULANCE SUPPLIES	\$ 2,595.82	medic
375449	9/2/2025	1821470	WALTON BEVERAGE COMPANY, INC	COFFEE - 29-1	\$ 168.00	medic
375441	9/2/2025	1821475	WALTON BEVERAGE COMPANY, INC	CITY HALL: BREAKROOM SUPPLIES	\$ 347.94	finance
375411	9/2/2025	21-043-FIN-001	ANACORTES FAMILY CENTER	AUGUST AFFORDABLE HOUSING TAX PAYMENT	\$ 36,803.59	finance
375446	9/2/2025	21-137-WTR-0041	VECA ELECTRIC & TECHNOLOGIES	RETAINAGE RELEASE	\$ 1,115.64	pw1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
375412	9/2/2025	21-247-FIN-001	ANACORTES HOUSING AUTHORITY	AUGUST AFFORDABLE HOUSING TAX PAYMENT	\$ 36,803.59	finance
375433	9/2/2025	24-297-SEW-0011	RAW LAND CONSTRUCTION LLC	RETAINAGE RELEASE	\$ 8,300.00	pw1
375448	9/2/2025	25-132-STM-0011	TONKA GROUND WORK	RETAINAGE RELEASE	\$ 2,940.00	pw1
375389	9/2/2025	291536	REECE, STORMIE	DEPOT JANITORIAL SERVICE	\$ 1,716.00	parks1
375410	9/2/2025	300000325005	PUGET SOUND ENERGY INC	STREET LIGHTS: 7/9-8/7/25	\$ 91.32	dshop
375417	9/2/2025	3867	LAW OFFICE OF CARA LORENZO	PUB DEF CONFLICT	\$ 80.00	pubdef
375418	9/2/2025	3868	LAW OFFICE OF CARA LORENZO	PUB DEF CONFLICT	\$ 20.00	pubdef
375421	9/2/2025	3869	LAW OFFICE OF CARA LORENZO	PUB DEF CONFLICT	\$ 30.00	pubdef
375422	9/2/2025	3870	LAW OFFICE OF CARA LORENZO	PUB DEF CONFLICT	\$ 190.00	pubdef
375423	9/2/2025	3871	LAW OFFICE OF CARA LORENZO	PUB DEF CONFLICT	\$ 720.00	pubdef
375426	9/2/2025	3872	LAW OFFICE OF CARA LORENZO	PUB DEF CONFLICT	\$ 150.00	pubdef
375427	9/2/2025	3873	LAW OFFICE OF CARA LORENZO	PUB DEF CONFLICT	\$ 80.00	pubdef
375428	9/2/2025	3874	LAW OFFICE OF CARA LORENZO	PUB DEF CONFLICT	\$ 170.00	pubdef
375429	9/2/2025	3875	LAW OFFICE OF CARA LORENZO	PUB DEF CONFLICT	\$ 140.00	pubdef
375430	9/2/2025	3876	LAW OFFICE OF CARA LORENZO	PUB DEF CONFLICT	\$ 10.00	pubdef
375431	9/2/2025	3877	LAW OFFICE OF CARA LORENZO	PUB DEF CONFLICT	\$ 320.00	pubdef
375434	9/2/2025	3878	LAW OFFICE OF CARA LORENZO	PUB DEF CONFLICT	\$ 130.00	pubdef
375435	9/2/2025	3879	LAW OFFICE OF CARA LORENZO	PUB DEF CONFLICT	\$ 30.00	pubdef
375436	9/2/2025	3880	LAW OFFICE OF CARA LORENZO	PUB DEF CONFLICT	\$ 30.00	pubdef
375437	9/2/2025	3881	LAW OFFICE OF CARA LORENZO	PUB DEF CONFLICT	\$ 30.00	pubdef
375438	9/2/2025	3882	LAW OFFICE OF CARA LORENZO	PUB DEF CONFLICT	\$ 120.00	pubdef
375439	9/2/2025	3883	LAW OFFICE OF CARA LORENZO	PUB DEF CONFLICT	\$ 50.00	pubdef
375415	9/2/2025	INV46122	SEAWESTERN, INC.	2 SETS PPE - GIBSON	\$ 8,803.12	medic
375380	9/2/2025	RefundBergsma	BERGSMA, LINDA	WA PARK CAMPING REFUND	\$ 127.00	parks1
375381	9/2/2025	RefundChamplin	CHAMPLIN, RICHARD	WA PARK CAMPING REFUND	\$ 40.00	parks1
375387	9/2/2025	RefundLindquist	LINDQUIST, MIKE	WA PARK CAMPING REFUND	\$ 240.00	parks1
375383	9/2/2025	RefundMcPherron	MCPHERRON, TAMI	WA PARK CAMPING REFUND	\$ 61.00	parks1
375384	9/2/2025	RefundWilson	WILSON, SARAH	WA PARK CAMPING REFUND	\$ 61.00	parks1
375379	9/2/2025	RefundYoungberg	YOUNGBERG, ANNIE	WA PARK CAMPING REFUND	\$ 52.00	parks1
375444	9/2/2025	ReimbLindquist	LINDQUIST, THAD	REIMBURSE TRANSAMERICA COPAY - LONG TERM CARE, LEOFF 1 RETIRFF	\$ 862.18	hr
375392	9/2/2025	September 2025	COMMUNITY ACTION OF SKAGIT CTY	ANACORTES COMMUNITY ACTION OFFICE & CARE SPECIALIST - SEPTEMBER 2025	\$ 7,041.66	plan
375385	8/13/3333	59575	SKAGIT PUBLISHING LLC	PUBLISH AA-662723	\$ 44.66	finance
	Total				\$ 595,618.61	



City Council Agenda Bill

Meeting Date: September 8, 2025 **Agenda Item:** 5.c.

Agenda Item Title: Contract Award: Grand View Cemetery Columbariums #25-228-PRK-001

Staff Contact(s): Jonn Lunsford

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Tiffany Matson	Contract Award
Jonn Lunsford	

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$67,020.80 to Quiring Monuments, Inc. to perform the Grand View Cemetery Columbariums project. The project provides for the materials, equipment and labor to fabricate and deliver two 40 niche per side columbariums to the Grand View Cemetery.

Background:

1. **History:** This was originally part of the Grand View design, delayed due to funding. We have an opportunity now to complete the project and start the installation of the columbariums. This service has been repeatedly requested by the public at the cemetery. We believe this will not only meet the needs of the community but will sell spaces and recoup the cost to the City.
2. **Key Terms:**
 - Contract is for a firm fixed price of \$67,020.80.
 - The Contractor shall complete the work by June 1, 2026.
3. **Competitive Bidding:** In accordance with competitive bid requirements set forth under RCW 35.23.352 the project cost is under the competitive requirements and thus the Project Manager evaluated contractors and chose to contract with Quiring Monuments, Inc.

Budget Impact:

Contractor	Quiring Monuments, Inc.
------------	-------------------------

Contract Amount	\$67,020.80
Earmarked Funds	\$67,020.80
BARS #	108.410.594.76.60
Budget Amendment Required?	No
Start Date	Execution
End Date	6/1/2026

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 25-228-PRK-001 with Quiring Monuments, Inc. in the amount of \$67,020.80 to perform the Grand View Cemetery Columbariums project.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 25-228-PRK-001



CONTRACT #25-228-PRK-001
AGREEMENT WITH
QUIRING MONUMENTS, INC.

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Quiring Monuments, Inc., a private contractor at 8228 S 196th St, Kent, WA 98032 (herein after referred to as "Contractor").

PROJECT
Grand View Cemetery Columbariums

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to fabricate and deliver two 40 niche per side columbariums to the Grand View Cemetery, 411 Hillcrest Drive, Anacortes, WA 98221, as detailed in Exhibit A which is attached hereto and incorporated by reference.
2. **Contract Price:** The Contractor will perform the scope of work above for a firm fixed price of **Sixty-Seven Thousand Twenty Dollars and Eighty Cents (\$67,020.80)**, which includes \$5,420.80 sales tax at an 8.8% rate. This includes all mobilization, demobilization, labor, materials, standard freight, and administrative overhead for the project. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the contractor will be retained.
3. **Payment Schedule:** The Contractor will invoice the City for \$26,100.00 upon full execution of the agreement and City's receipt of all required paperwork. A second invoice for the amount of \$24,000.00 will be provided by the Contractor no later than December 12, 2025. The final balance will be invoiced upon completion of all work.
4. **Bonds:** Pursuant to RCW 39.08.010, the Contractor shall provide the City a performance bond and payment bond for the full contract amount to be in effect as detailed in the incorporated General Provisions. The City may at its option release the bonds once all the conditions of RCW 39.08.010-1a have been discharged.
5. **Time of Completion:** The Contractor shall complete the work by June 1, 2026.
6. **Project Management.** Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager Jonn Lunsford (360) 299-1953.
7. **Contract Requirements:** As detailed in the General Provisions, Contractor must have a valid contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies.** Forms Needed: 1) Proof of Insurance with Additional Insured Endorsements; 2) Intent to Pay Prevailing Wage; 3) Affidavit of Wages Paid; 4) Performance Bond; 5) Payment Bond; 6) Certification of Compliance with Wage Payment Statutes.
8. **Contract Documents:** The attached General Provisions and Exhibit A are included in this Contract Agreement.

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

Owner:
City of Anacortes

Contractor:
Quiring Monuments, Inc.

Date

Date

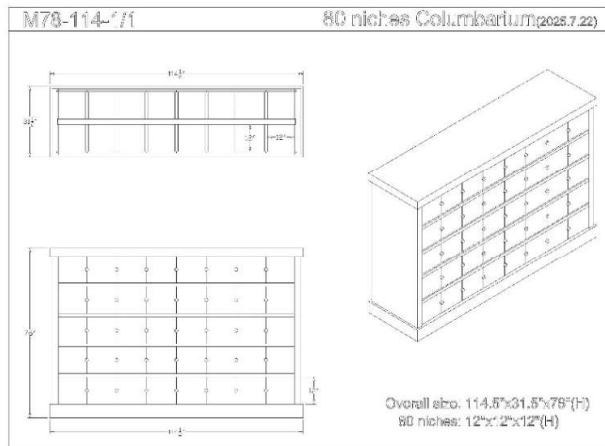
Contractor License #



Wholesale Quote

Date: 8/19/25 **Prepared by:** Jon Reece - President/GM
Client: City of Anacortes **Phone:** 206-300-3228
Attn: Darby Jordan **206-522-8400 (office)**
Phone: 360-293-1918 **E-Mail:** darbyj@anacorteswa.gov JonR@Monuments.com
Project: 80-Niche Columbarium Units *** SPECIAL ORDERD - ETA 4-6 MONTHS**
Granite: Black Cap/Base/Trim with Black Niche Shutters
Overall size: 114.5" x 31.5" x 76" - each **8 niches wide x 5 niches high, 2-sided**
All granite fabrication. Individual 12 x 12 Niche Shutters with rosette fasteners
Lbs. per unit: 12,500

* Rosette closure	Columbarium Units * Per drawing	Black with Black Shutters	\$ 26,100	Each
	80-Niches, 8 x 5 , 2-sided	Quantity (2) Units:	\$ 52,200	
	Add for Installation by QM Staff	3 ppl, 1 -day including travel	\$ 4,500	
	Add for Shipping/Handling from Kent to location		\$ 1,500	
	Add for * <u>Estimated Equipment</u> Rental	Crane Rental	\$ 2,750	
	Add for Waste Removal		\$ 400	
	Add for Materials:		\$ 250	
	Net Cost Installed:		\$ 61,600	
		* Add for Sales Tax	0.0%	\$ -
		Net Cost with Tax:		\$ 61,600



Comments: *** Quoted prices in effect until 12/31/25**
*** Prices include existing 58.7% Tariff on Chinese imports**
*** If the scheduled Tariffs change, those changes will be passed along or reduced/eliminated**
*** Does not include installation**

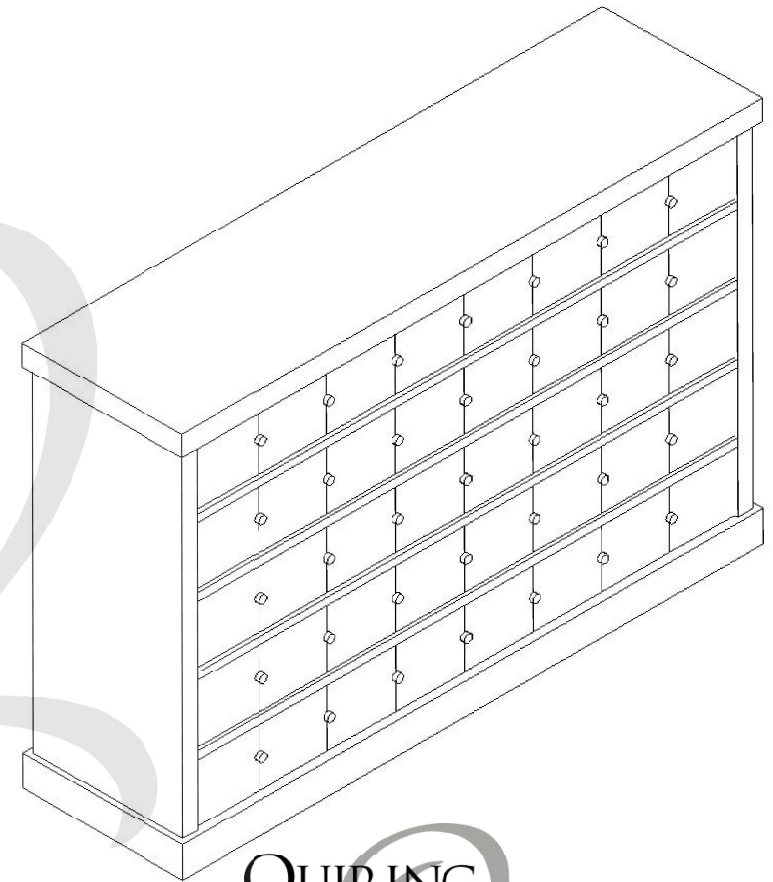
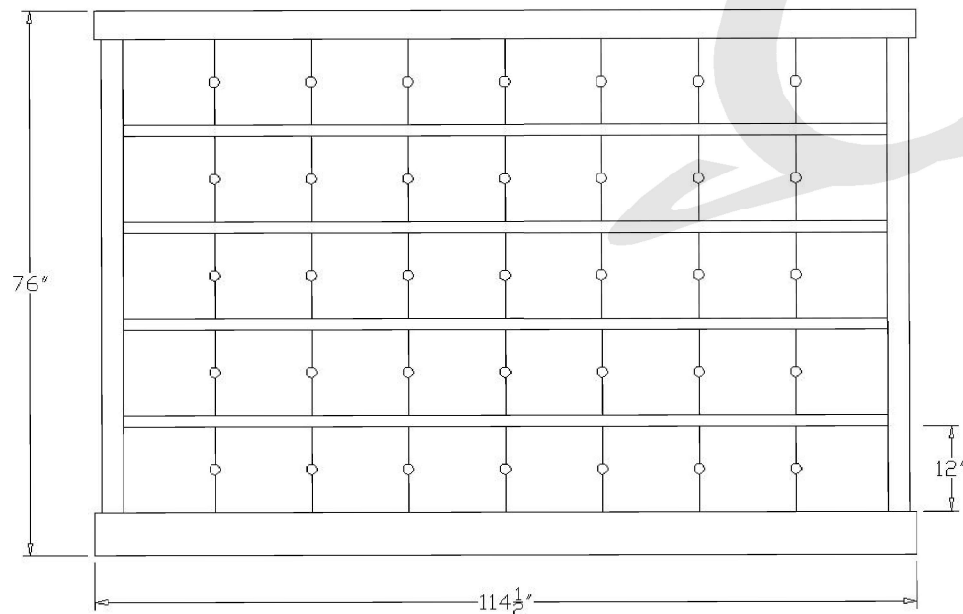
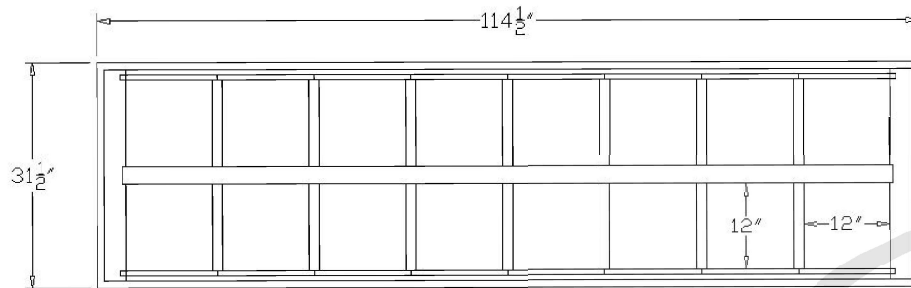
Supplier warrants against any defects in the granite, workmanship or installation for 3 years
Does not include excavation, site prep or concrete foundations/pads required for installation
STOCK SPECIAL ORDERED - ETA 4-6 MONTHS *** See attached drawing of unit**
50% Deposit on materials with order, balance Net-30 post-installation **Deposit: \$ 26,100**

PLEASE NOTE: Estimates are determined based on information provided. All dimensions, descriptions and assumptions are subject to final verification and adjustment prior to initiating the order entry and production process. Granite is a product of nature, color and shade variance should be expected as no two pieces are identical

Quiring Monuments, Inc. 8228 S. 196th St - Kent, WA 98032 206.522.8400
*** On-Line Catalogue: <http://dealers.monuments.com> www.Monuments.com**

M78-114-1/1

80 niches Columbarium(2025.7.22)



**QUIRING
MONUMENTS**

Stone Art, Monuments and
Custom Engraving Services
Since 1949

Overall size: 114.5"x31.5"x76"(H)

80 niches: 12"x12"x12"(H)

1. WASHINGTON STATE PREVAILING WAGES: Washington State Prevailing Wages apply to all Work. The Contractor and any of its Subcontractors are required to pay their laborers and mechanics minimum wage in compliance with Washington State Prevailing Wage Laws. Before any payment is made by the City of Anacortes of any sums under this contract, the contractor and each subcontractor must provide the City with a copy of the statement of *Intent to Pay Prevailing Wages* approved by the Washington State Department of Labor and Industries (L&I) (*ONE filed per contractor and each subcontractor per contract*). Following contract completion, the City will not release any funds retained, according to the provisions of RCW 60.28.010, until the contractor and each subcontractor has provided the City a copy of the *Affidavit of Wages Paid* approved by L&I (*ONE filed per contractor and each subcontractor per contract*). L&I provides the wage forms. All costs associated with such fees shall be included in the Contract price as part of the fixed costs of overhead for this Contract, including any anticipated subcontractor filing fees. Any change in the fee by L&I will not be grounds for revision in the Contract Price.

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

The State of Washington prevailing wage rates applicable for this public works project, which is located in Skagit County, may be found at the following website address of the Department of Labor and Industries: <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>. The prevailing wage schedule in effect for the work under the contract will be the one in effect upon the date of execution of the contract. A copy of the applicable prevailing wage rates are also available for viewing at the office of the City, located at 904 6th Street, Anacortes, WA. Upon request, the City will mail a hard copy of the applicable prevailing wages for this project.

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

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

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

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

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

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

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

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

- a. Statements of Intent to Pay Prevailing Wages and Affidavits of Wages paid for the final correct contract amount are approved and on file with L&I for the Contractor and any subcontractors.
- b. All liens placed against the project have been released.
- c. For projects over \$35,000, releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries have been received.

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

4. Final Acceptance. Final Acceptance is defined as the date on which the City accepts the Work as complete, as indicated by notice issued by the City. For the purposes of the retainage statute (RCW 60.28.011), "completion of all contract work" is the same as the date of Final Acceptance. The following events must occur before the City will issue Final Acceptance:

- a. The physical Work on the project must be complete and accepted by the Project Manager; and
- b. The Contractor must submit to the City, and secure City approval of, all documentation required by the Contract and required by law, including but not limited to:
 - i. Invoices for all Work;
 - ii. Copies of the Statements of Intent to Pay Prevailing Wages and Affidavits of Prevailing Wages Paid as approved by L&I for the Contractor and all Subcontractors; and
 - iii. Any additional documentation required by the Contract.

5. Penalties for Noncompliance. If Contractor does not provide Statements of Intent to Pay Prevailing Wages and Affidavits of Prevailing Wages Paid to the City, the City may withhold any or all payments until required documentation is received. In addition, failure to provide Statements of Intent to Pay Prevailing Wage or Affidavit of Wages Paid may result in other sanctions as provided by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).

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

7. Invoicing. All invoices shall at a minimum include: Company Name, **Agreement Number**, Invoice Date, Due Date (30 days), Invoice Number, description of charges, and invoiced amount. The Contractor must allow 30 calendar days from receipt of the invoice for payment. If requested by the City the Contractor shall provide a cost breakdown of charges. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@anacorteswa.gov. Contractors may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution. The City shall notify the Contractor within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Contractor shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

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

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

As required by RCW 39.06.020, the Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification is to include that, at the time of subcontract execution, each subcontractor meets the responsibility criteria listed in RCW 39.04.350(1) and additionally - if applicable - possesses an electrical contractor license or an elevator contractor license. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier. Contractor remains fully responsible for obligations, services, and functions performed by its subcontractors to the same extent as if such obligations, services, and functions were performed by Contractor's employees, and for purposes of the Agreement such work will be deemed work performed by Contractor. The Contractor shall give immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the City.

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

9. Job Safety Requirements Compliance. The Contractor, and its subcontractors of any tier, shall comply with all applicable federal, State, local laws, ordinances, and regulations, as may be amended, for the safety of persons or property while performing any work under the Contract and for the handling and disposal of all hazardous wastes. Industry standards

and applicable laws and regulations of authorities having jurisdiction include, but are not limited to: the Washington Industrial Safety and Health Act of 1973 (WISHA); the federal Occupational Safety and Health Acts of 1970 (OSHA); the Resource Conservation and Recovery Act; the Washington Hazardous Waste Management Act; the Department of Labor & Industries; Washington Administrative Code (WAC); the Environmental Protection Agency; and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes. The Contractor and its subcontractors of any tier shall also comply with all current and future executive proclamations, regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State and Office of the Mayor of the City of Anacortes as it may relate to City of Anacortes projects. Contractor further agrees to indemnify and hold harmless City from damages assessed against City because of Contractor's failure to comply with the Acts and the standards issued thereunder.

10. Chemical Hazard Safety

- A. **Employer Chemical Hazard Communication Rule:** WAC 296-800-170 requires all employers in Washington State to inform and train their employees on the hazards of chemicals in the workplace or in foreseeable emergencies. For purposes of performance under this Contract, any toxic substance that may be harmful to the end user while being used or stored on City property must:
- i. Be properly labeled with the: (1) identity of the hazardous material; (2) appropriate hazardous warnings; and (3) name and address of the chemical manufacturer, importer or responsible party.
 - ii. Be accompanied by a Safety Data Sheet (SDS) which shall be provided to the City Project Manager, or designee. Copies of the Contractor's SDS inventory shall also be located where chemicals are stored.
- B. Contractor shall not introduce or use any new product without the express written permission of the City Project Manager. Contractor shall request permission to use new substances by providing an SDS sheet or label data for all proposed chemicals, and an explanation as to the purpose of the chemical application, method of application, and intended schedule of application. If new products are approved for use, then they shall be:
- i. Restricted in their applications so as to meet current and local law;
 - ii. Mixed and otherwise handled where an accidental spill will not enter surface or ground water and will not contaminate the soil.
- C. In any emergency affecting the safety of persons or property, Contractor shall act, at their discretion, to prevent threatened injury, damage, or loss. The City's Project Manager has full authority to stop work they deem a safety risk.

11. Delivery/Shipping. If shipping or delivering any items to the City, the Contractor shall ship items as Freight-On-Board (FOB) Destination Freight Prepaid, and Delivered Duties Paid (DDP) Delivery Point if applicable; ensure all deliveries are made on a business day, during business hours (Monday through Friday, except City Council designated holidays, from 8:00 am, to 5:00 pm); and provide, at no additional charge, any goods, labor, packaging, crating or padding necessary to load, tie down and unload the item(s) to be delivered, so that they may be transported in a normal, safe manner without damage.

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

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

14. Required Use of Finished Compost Product. If the project includes the use of a product created with "composted material" as defined in RCW 70A.205.015(3) the Contractor must purchase finished compost products from entities that: 1) produce compost locally within Skagit County; 2) are certified by a nationally recognized organization; 3) are permitted by the local health jurisdiction; and 4) produce finished compost products derived from municipal solid waste compost programs while meeting quality standards adopted by the Department of Transportation or adopted by rule by the Department of Ecology. The Contractor will obtain pre-approval from the PM of the proposed compost material vendor and will submit receipts with their invoice(s).

15. Inspection.

A. **Of the Work:** All materials furnished and work done shall be subject to inspection. The City Project Manager administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the

Contractor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Contractor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of the Contract. All material or work approved and later found to be defective shall be replaced without cost to the City.

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

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

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

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

19. Insurance.

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

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

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

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

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident 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, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

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

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

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

H. Verification of Coverage: The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor **within 10 days of contract execution and before scheduling of the work**. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage. 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 Contractor'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 Contractor 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.**

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

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

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

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

21. Registered or Licensed Contractor. The City is prohibited by RCW 39.06.010 from executing an Agreement with a Contractor who is not registered or licensed as required by the laws of the state. In addition, Anacortes Municipal Code requires that every person engaging in business within the city limits of Anacortes register their business with the state and include a City of Anacortes Endorsement. Businesses from outside city limits with a gross annual income of \$2,000 in Anacortes are also required to obtain a city endorsement. Business licenses and city endorsements can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

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

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

24. 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.

25. The City's Right to Terminate Agreement.

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

B. Termination for Public Convenience: The City may terminate the Agreement in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work through the date of termination. If the City exercises its option under this Paragraph, the City shall not be responsible for payment for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

26. Changes/Additional Work. The City may engage Contractor to perform services in addition to those listed in this Agreement, and Contractor will be entitled to additional compensation for authorized additional services or materials. The City shall not be liable for additional compensation until and unless any and all additional work and compensation is approved in advance in writing and signed by both parties to this Agreement. If conditions are encountered which are not anticipated in the Scope of Services, the City understands that a revision to the Work and fees may be required. Provided, however, that nothing in this paragraph shall be interpreted to obligate the Contractor to render or the City to pay for services rendered in excess of the Work unless or until a modification to this Agreement is approved in writing by both parties.

27. 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.

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

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

30. Disputes

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

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

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

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

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

32. 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.

33. Compliance with Laws. The Contractor in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services. Contractor will follow all applicable laws and requirements for excavation and disposal of material.

34. 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.

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

36. 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

CONTRACTOR:

Quiring Monuments, Inc.
Jon Reece
8228 S 196th St
Kent, WA 98032
jonr@monuments.com

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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



City Council Agenda Bill

Meeting Date: September 8, 2025 **Agenda Item:** 5.d.

Agenda Item Title: Contract Modification: Anacortes Public Library Young Adults Interior Renovation Project #23-192-LIB-003

Staff Contact(s): Jeff Vogel

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Tiffany Matson	Contract Modification
Jeff Vogel	

Item Summary: City staff seeks Council consent to issue a contract modification to Regency NW Construction, Inc. in the amount of \$25,144.77, increasing the total contract price to \$274,851.65 to account for change orders issued during the project.

Background:

1. **Reason for Contract Change:** Change orders to finish out the Teen area project for final payment.
2. **History:** The project scope is to upgrade the existing Young Adults area of the library to create an acoustical barrier between the existing youth area and the main reading room. This will be achieved by building partition walls from the top of the existing floor slab to the underside of the existing floor above with metal stud walls and glazing panels for visual security and to allow natural light to filter into the space. Includes partial demolition (shallow trench cutting) of the existing slab to allow for the recessed threshold installation of a new nanawall system to divide the youth area into two spaces when youth programming calls for it. In addition, minor electrical work to provide additional outlets for computers and charging as well as modification of the existing light fixtures to accommodate the new space boundaries. There will be some insulation work in the new partition walls, gwb work, painting, and finish repair and carpet replacement. New collection/book cases will line the new walls on the reading room side to terminate at the sill of the new glazing systems.
3. **Competitive Bidding:** On September 25, 2024 the City [solicited bids](#) for the subject project and on October 9, 2024 a bid opening was conducted and 3 bids were received. Regency NW Construction, Inc. was determined to be the lowest

responsible bidder. The Engineer's Estimate for this project was \$250,000.

4. Key Terms:

- Contract is for a fixed price of \$274,851.65.
- All physical construction activities shall reach Physical Completion by September 2, 2025.

Budget Impact:

Contractor	Regency NW Construction, Inc.
Original Agreement Amount	\$246,867.20
Modification 01 signed 1/28/2025	\$2,839.68
Current Agreement Amount	\$249,706.88
Change Per this Modification	\$25,144.77
Total After Modification	\$274,851.65
Total % Increase from Original Amount	11.34%
Earmarked Funds	Up to \$290,000 to be reimbursed by the Library Foundation
BARS #	001.713.594.53.62
Paid on Contract as of 9/2/25	\$208,350.91
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	9/2/2025

Previous Action: At the [9/16/24](#) meeting Council approved MOA #[23-192-LIB-002](#) with Anacortes Public Library Foundation to clarify the Foundation's involvement in the project and to provide reimbursement to the City for all costs related to the Project up to \$290,000. Contract [23-192-LIB-003](#) was approved at the [10/28/2024](#) City Council meeting.

Recommended Motion: I move that City Council authorize the Mayor to sign a modification to contract 23-192-LIB-003 with Regency NW Construction, Inc. in the amount of \$25,144.77, increasing the total contract price to \$274,851.65.

Alternative Actions: Not approve the contract modification.

Attachments (listed in order presented):

1. 23-192-LIB-003 - Modification 02



Date September 8, 2025
Page 1 of 1 Page

Contract Title Anacortes Public Library Young Adults Interior Renovation Project
Contractor Regency NW Construction, Inc.

BACKGROUND

This modification is issued in accordance with Article 25, Changes/Additional Work and provides for an addition to the Scope of Work as detailed below. Accordingly, the contract price is increased by \$25,144.77, from \$249,706.88 to \$274,851.65, and the following changes are incorporated under this contract:

ARTICLE 1. Scope of Work. The following third paragraph is added:

“The work as described above is hereby amended per Modification 02. The Contractor will modify scope of work to add the work detailed in COP numbers COR 002 through COR 010 which are hereby incorporated by reference as Exhibit C and made a part hereof.”

ARTICLE 2. Price and Payment Terms. The paragraph is revised to read:

“The Total Contract Price is **Two Hundred Seventy-Four Thousand Eight Hundred Fifty-One Dollars and Sixty-Five Cents (\$274,851.65)** The Contractor’s bid schedule is incorporated by reference and attached hereto as Exhibit A. Per Modifications 01 and 02 the Contractor’s bid schedule is modified as detailed in Exhibits B and C.”

ARTICLE 3. Time of Completion. The paragraph is revised to read:

“All physical construction activities shall reach Physical Completion by September 2, 2025.”

All other terms of the contract remain unchanged.

CITY OF ANACORTES

REGENCY NW CONSTRUCTION, INC.

By _____

By _____

Date _____

Date _____

Original Agreement Amount	<u>\$246,867.20</u>	Original Contract Completion Date	<u>04/23/2025</u>
Current Agreement Amount	<u>\$249,706.88</u>	Current Contract Completion Date	<u>04/23/2025</u>
Change Per this Modification	<u>\$25,144.77</u>	Net Change	<u>132 Days</u>
Total After Modification	<u>\$274,851.65</u>	Contract Completion Date After Change	<u>09/02/2025</u>

CONTRACT 23-192-LIB-003
EXHIBIT C: COR 002-COR 010

General Contractor Breakdown Summary

COP form for contracts under \$3 million

Project Name:	Anacortes Library YA Interior Renovation	COP No.	COR 002
Project No.	23-192-LIB-003	Date:	3/17/2025
Contractor:	Regency NW Construction, Inc.	Contractor Ref. No.	COR 002
Ref. Documents:			
Description:	Revise casework per architect's email as attached		

1. DIRECT CRAFT LABOR COST (from attached cost breakdown form)			
a. Crew (apprentices, journeymen, & laborers)		\$	-
b. Foreman		\$	-
c. Lead foreman		\$	-
d. Direct supervision 00 72 00 7.02 B7a1	15.0%	\$	-
Supervision markup should be 0 if any foreman time is included in direct labor costs			
e. Safety	2.0%	\$	-
Subtotal 1			\$ -
2. MATERIAL COST (from attached cost breakdown form) 00 72 00 7.02 B7b			
		\$	-
3. EQUIPMENT COST (from attached cost breakdown form) 00 72 00 7.02 B7c			
		\$	-
4. ALLOWANCE FOR SMALL TOOLS 00 72 00 7.02 B7d			
	3.0%	\$	-
Subtotal 2-4			\$ -
5. OVERHEAD & PROFIT 007200 7.02 B 7f-g			
a. Overhead on 1, 2, 3, & 4 up to the first \$50,000	16.0%	\$	-
b. Overhead on 1, 2, 3 & 4 in excess of \$50,000	4.0%	\$	-
c. Profit on lines 1, 2, 3, & 4	6.0%	\$	-
Subtotal 5			\$ -
6. SUBCONTRACTORS			
a. Genothern 003		\$	2,709
b.		\$	-
c.		\$	-
d.		\$	-
e.		\$	-
f.		\$	-
Subtotal 6			\$ 2,709
7. OVERHEAD & PROFIT ON SUBCONTRACTORS 007200 7.02 B7f-g			
a. Overhead on line 6 up to the first \$50,000 for each subcontractor	6.0%	\$	163
b. Overhead on line 6 in excess of \$50,000 for each subcontractor	4.0%	\$	-
c. Profit	4.0%	\$	108
Subtotal 7			\$ 271
8. INSURANCE 007200 7.02 B7h			
a. Payroll driven liability insurance	1.85%	of Subtotal 1	\$ -
b. Volume driven liability insurance	1.95%	of Subtotals 1-7	\$ 58
9. BONDING 00 72 00 7.02 B7h			
	2.02%	of Subtotals 1-7	\$ 60
TOTAL COST			\$ 3,098



A division of Genothen Holdings, L.L.C.

Change Order Proposal # 3

LKE

Job: **13888 Anacortes Public Library Young Adults Int Reno, 1577**

COP Generated Per: 3-10-25 Email: Change Bookshelves to Blueberry Tart & Add Wood Edge at Ctops

To: Regency NW Construction Inc.
Attn: Arthur Alper
Phone: (425) 883-1301
Fax: (425) 883-1302

From: Marjorie Norman, Project Administrator, ext. 103
Date Issued: Tuesday, March 11, 2025

Expiration Date: Friday, March 14, 2025

DESCRIPTION

107 Reading Room: Cabinet and Countertop Material Changes

- Change open bookshelf cabinets from Kensington Maple PLAM to Blueberry Tart PLAM. The edges will be banded with 3mm PVC
- Provide the countertops as Blueberry Tart PLAM.
The front edge and finished ends of the countertops will receive a 3/4" x 1 1/4" solid oak trim
(Backsplash will be PLAM, with 3mm PVC edge banding)

NOTE: Blueberry Tart is a factory order color. Lead times vary, but often run 6-8 weeks

NOTE: No additional samples will be provided, however a new set of shop drawings will be submitted for final approval.

NOTE: No changes are being made to 112A Young Adults, this product will remain as follows:
Kensington Maple Cabinets & Blueberry Tart Ctops, all with 3mm PVC Edge banding

COSTS

Total Cost

AMOUNT

\$2,709.00

Total: \$2,709.00

*****If Contract Modification is not received within ten (10) days of COP approval, product delivery may be delayed.*****

The approximate lead time on this product after receipt of approval is 8 week(s).

Genothen is not proceeding with this work until written notification is received, per contract documents.

Genothen agrees to be bound by this proposal up until the Expiration Date noted above, AFTER WHICH IT BECOMES VOID.

In accordance with contract documents, Genothen will not be held responsible for impacts to construction schedule due to change orders left unsigned after the Expiration Date.

Signature _____

Name (Please Print) _____

Date _____

COP Subcontractor Breakdown Summary

Project Name:	Anacortes Public Library Young Adults Int Reno	Date:	3-11-25
	Source Documents: 3-10-25 Emai		
Contractor:	Regency NW Construction Inc.	Genothen Project No.	13888
Description:	Casework and Countertop Material Changes		

1. GENOTHEN COSTS

Direct Labor Costs:

a. Shop, fabrication, engineering		\$ 1,672
b. Direct Supervision	0% of direct labor	\$ -
c. Safety	0% of direct labor	\$ -

1. GENOTHEN LABOR COSTS \$ 1,672

2. MATERIAL COSTS

\$ 673

2. MATERIAL COSTS \$ 673

3. EQUIPMENT COSTS

a. Small tool allowance	0% of direct labor	\$ -
-------------------------	--------------------	------

3. EQUIPMENT COSTS \$ -

SUBTOTAL 1 thru 3 \$ 2,345

4. OVERHEAD & PROFIT

a. Overhead	10%	\$ 235
b. Profit	5%	\$ 117

4. OVERHEAD & PROFIT FOR GENOTHEN \$ 352

5. SUB-SUBCONTRACTORS

a. TBD	\$ -
b.	\$ -
c.	\$ -
d.	\$ -
e.	\$ -
f.	\$ -

5. SUB-SUBCONTRACTORS \$ -

6. OVERHEAD & PROFIT ON SUB-SUBCONTRACTORS

a. Overhead	10%	\$ -
b. Profit	5%	\$ -

6. OVERHEAD & PROFIT ON SUB-SUBCONTRACTORS \$ -

7. INSURANCE

Yes

Total 1-6 \$ 2,697.00

a. volume driven liability ins. Per \$1,000	4.51	\$ of 1-6	\$ 12
---	------	-----------	-------

7. INSURANCE \$ 12

8. BOND

No

Total of 1-7 \$ 2,709.16

a. Bond	1.75%	% of 1-7	\$ -
---------	-------	----------	------

8. BOND \$ -

9. AWI - QCP

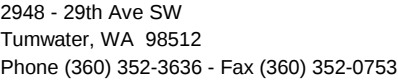
No

Total of 1-7 \$ 2,709.16

a.	0.005	% of 1-7	\$ -
----	-------	----------	------

9. AWI-QCP \$ -

TOTAL COST \$ 2,709



Date: 3-11-25

Genothen Project No. 13888

Labor	Matl	Sub labor
-------	------	-----------

Arthur Alper

From: Arthur Alper
Sent: Wednesday, March 12, 2025 1:57 PM
To: Jeremy McNett; Kim Bennett; Jeff Vogel; dianaf@anacorteswa.gov
Cc: Matt VanLier; Brian Foote
Subject: RE: Anacortes Library- Casework Samples
Attachments: COP summary_ OK TO SEND.pdf; 13888.COP.3.pdf

Team,

Here's the revised pricing for this revision. Again, this is just the sub's cost and does not include GC markups. Please let us know the direction to proceed.

These are some notes that accompanied the costs:

- **Per Architectural Sheet G001:**
 - Casework=commercial grade, durable materials (No mention of wood veneer or wood edging. No mention of matching existing)
 - Countertops= Formica Laminate. (No mention of wood veneer or wood edging. No mention of matching existing)
- **Per Architectural Sheet A105:**
 - Base and upper cabinets=Plastic laminate, match the "manufacturer" to what's existing. (no mention of wood veneer or wood edging)
 - Countertops= Plastic laminate, match the "manufacturer" to what's existing. (no mention of wood veneer or wood edging)

COP 2 Pricing stands, we are not able to reduce this cost: \$13,386.00

- 107 Reading Room: Cabinet and Countertop Material Changes
 - Change open bookshelf cabinets from PLAM with 3mm PVC edge banding to factory finished, wood veneer with solid wood edge banding (Red Oak, Plain Sawn, Book Match)
 - Add ¾" x 1 ¼" solid oak trim to front edge and finished ends of countertops (Backsplash will be PLAM, with 3mm PVC edge banding)

COP 3: New pricing, per the request noted below.

- Please see the enclosed documents.

Please let us know which option they would like to go with.

Thanks,

Arthur Alper
Project Manager



Cell: 425.830.4347

Main Office: 425.883.1301

arthur@regencynw.com

From: Jeremy McNett <jeremy@underwoodarchitecture.com>

Sent: Monday, March 10, 2025 11:09 AM

To: Arthur Alper <Arthur@regencynw.com>; Kim Bennett <Kim.Bennett@regencynw.com>; Jeff Vogel <jeffv@anacorteswa.gov>; dianaf@anacorteswa.gov

Cc: Matt VanLier <Matt@regencynw.com>; Brian Foote <Brianf@regencynw.com>

Subject: RE: Anacortes Library- Casework Samples

Good morning,

Can you please revise the casework shelving to be blueberry tart p-lam at the top, boxes, and shelves with the wood border trim at the countertop perimeter?

Thank you,

Jeremy McNett | Architect | cell: 360.840.3294

www.underwoodarchitecture.com

From: Arthur Alper <Arthur@regencynw.com>

Sent: Friday, March 7, 2025 2:02 PM

To: Jeremy McNett <jeremy@underwoodarchitecture.com>; Kim Bennett <Kim.Bennett@regencynw.com>; Jeff Vogel <jeffv@anacorteswa.gov>; dianaf@anacorteswa.gov

Cc: Matt VanLier <Matt@regencynw.com>; Brian Foote <Brianf@regencynw.com>

Subject: RE: Anacortes Library- Casework Samples

Team,

We're getting a sizable upcharge from our casework fabricator for these revisions. Please see attached and advise if this is within your budget expectations. This does not include any GC markups, as I just wanted to get this in front of you for discussion. We can review this Monday together in our meeting.

Thanks,

Arthur Alper
Project Manager



Cell: 425.830.4347

Main Office: 425.883.1301

arthur@regencynw.com

From: Jeremy McNett <jeremy@underwoodarchitecture.com>
Sent: Thursday, February 27, 2025 4:39 PM
To: Kim Bennett <Kim.Bennett@regencynw.com>; Jeff Vogel <jeffv@anacorteswa.gov>; dianaf@anacorteswa.gov
Cc: Arthur Alper <Arthur@regencynw.com>; Matt VanLier <Matt@regencynw.com>
Subject: RE: Anacortes Library- Casework Samples

Hi Kim,

I've met with Jeff and Diana regarding the exterior shelving/countertop and we've come up with the attached. Please feel free to call me if it's confusing.

What we're hoping to have:

Exterior shelving and countertop outside the perimeter of the new walls:
We would like the perimeter of the countertop to match other casework within the library. We would like this to be the red oak per the sample.
The interior body of the countertop will be the blueberry tart laminate.
The book shelf boxes and shelves should be the red oak as well.

The interior millwork at the work space can be:
Blueberry tart interior body of the countertop.
If the cabinet boxes, drawers, and doors cannot be the red oak, we would then ask that the countertop perimeter be the Kensington maple. The boxes, drawers, and doors, would also be the Kensington maple (in the workspace only – the exterior would still be per above).

Does that make sense?

Thank you,

Jeremy McNett | Architect | cell: 360.840.3294
www.underwoodarchitecture.com

From: Kim Bennett <Kim.Bennett@regencynw.com>
Sent: Wednesday, February 19, 2025 12:00 PM
To: Jeremy McNett <jeremy@underwoodarchitecture.com>; Jeff Vogel <jeffv@anacorteswa.gov>; dianaf@anacorteswa.gov
Cc: Arthur Alper <Arthur@regencynw.com>; Matt VanLier <Matt@regencynw.com>
Subject: Anacortes Library- Casework Samples

Hi Jeremy,

Please review the attached Casework Sample Submittal. Please see the following comments regarding the coloring:

On the returned casework shop drawings received on 2-10-25, the architect provided a narrative describing a few color options for the new cabinet boxes.

One of their requests is for the new cabinets be provided as PLAM to match the existing wood trim. During a site visit on 1-31-25, Genothen picked up a physical sample of the existing wood trim.

The best match we could locate is Wilsonart 7928-38 Castle Oak. Please see the attached photos and confirm that this meets the intent. If not, we will submit samples of their second option, which was Wilsonart Kensington Maple.

These samples are onsite to view in person.

Thank You,

Kim Bennett

Assistant Project Manager



PO Box 6429

Bellevue, WA 98008

Ph: 425-883-1301

Fax: 425-883-1302

Disclaimer:

The information in this email, and any attachments, may contain confidential information and is intended solely for the attention and use of the named addressee(s). It must not be disclosed to any person(s) without authorization. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are not authorized to, and must not, disclose, copy, distribute, or retain this message or any part of it. If you have received this communication in error, please notify me immediately. Any views or opinions presented in this email are solely those of the author and do not necessarily represent those of the company.

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

General Contractor Breakdown Summary

COP form for contracts under \$3 million

Project Name:	Anacortes Library YA Interior Renovation	COP No.	COR 003
Project No.	23-192-LIB-003	Date:	3/17/2025
Contractor:	Regency NW Construction, Inc.	Contractor Ref. No.	COR 003
Ref. Documents:	ASI 002		
Description:	Revise framing and power per ASI 002		

1. DIRECT CRAFT LABOR COST (from attached cost breakdown form)			
a. Crew (apprentices, journeymen, & laborers)		\$	175
b. Foreman		\$	-
c. Lead foreman		\$	-
d. Direct supervision 00 72 00 7.02 B7a1	15.0%	\$	26
Supervision markup should be 0 if any foreman time is included in direct labor costs			
e. Safety	2.0%	\$	3
Subtotal 1			\$ 204
2. MATERIAL COST (from attached cost breakdown form) 00 72 00 7.02 B7b			
		\$	10
3. EQUIPMENT COST (from attached cost breakdown form) 00 72 00 7.02 B7c			
		\$	-
4. ALLOWANCE FOR SMALL TOOLS 00 72 00 7.02 B7d			
	3.0%	\$	5
Subtotal 2-4			\$ 15
5. OVERHEAD & PROFIT 007200 7.02 B 7f-g			
a. Overhead on 1, 2, 3, & 4 up to the first \$50,000	16.0%	\$	35
b. Overhead on 1, 2, 3 & 4 in excess of \$50,000	4.0%	\$	-
c. Profit on lines 1, 2, 3, & 4	6.0%	\$	13
Subtotal 5			\$ 48
6. SUBCONTRACTORS			
a. Olympic Interiors 001		\$	1,784
b.		\$	-
c.		\$	-
d.		\$	-
e.		\$	-
f.		\$	-
Subtotal 6			\$ 1,784
7. OVERHEAD & PROFIT ON SUBCONTRACTORS 007200 7.02 B7f-g			
a. Overhead on line 6 up to the first \$50,000 for each subcontractor	6.0%	\$	107
b. Overhead on line 6 in excess of \$50,000 for each subcontractor	4.0%	\$	-
c. Profit	4.0%	\$	71
Subtotal 7			\$ 178
8. INSURANCE 007200 7.02 B7h			
a. Payroll driven liability insurance	2.00%	of Subtotal 1	\$ 4
b. Volume driven liability insurance	2.00%	of Subtotals 1-7	\$ 45
9. BONDING 00 72 00 7.02 B7h			
	2.00%	of Subtotals 1-7	\$ 45
TOTAL COST			\$ 2,323

COP Subcontractor Breakdown Summary

Project Name: Anacortes Library Young Adults

RFI 002

Project No. Source Documents:

Date: 3/10/2025

Contractor: Olympic Interiors

Contractor Ref. No.

Description: Cost impact for added work at folding doors.

1. DIRECT CRAFT LABOR COST (from attached cost breakdown form) \$ 1,070.00

a. crew (apprentices, journeymen, & laborers)	\$ 914.30
b. foreman	\$ -
c. lead foreman	\$ -
DIRECT LABOR SUBTOTAL	\$ 914.30
Labor Markups	
d. direct supervision (NTE 15% of 1a)	\$ 137.15
e. safety (NTE 2% of lines 1a, b, & c)	\$ 18.29

Supervision markup should be zero if any foreman time is included in direct labor costs.

2. MATERIAL COST (from attached cost breakdown form) \$ 392.00

3. EQUIPMENT COST (from attached cost breakdown form) \$ -

4. SMALL TOOLS (NTE 5% of 1a & b) \$ -

SUBTOTAL 1 thru 4 \$ 1,462.00

5. OVERHEAD & PROFIT \$ 322.00

a. NTE 22% portion of 1, 2, 3, & 4 up to \$50,000 \$ 321.64

6. SUB-TIER SUBCONTRACTORS \$ -

a.	\$ -
b.	\$ -
c.	\$ -
d.	\$ -
e.	\$ -
f.	\$ -

7. OVERHEAD & PROFIT ON SUB-TIER SUBCONTRACTORS N/A \$ -

\$ -
\$ -

8. INSURANCE \$ -

a. payroll driven liability insurance	% of 1	\$ -
b. volume driven liability insurance	% of 1-7	\$ -

9. BONDING % of 1-8 \$ -

TOTAL COST \$ 1,784.00

COP Cost Breakdown

Project Name: Anacortes Library Young Adults

Project No.

Contractor: Olympic Interiors

RFI

002

Date:

2/10/2025

Contractor Ref. No.

Description	Quantity	Unit Type	Labor		Material		Equipment		Total Cost
			Unit \$	Cost	Unit \$	Cost	Unit \$	Cost	
Hanger Labor	10	Hours	\$91.43	\$ 914.30		\$ -		\$ -	\$ 914.30
Taper Labor	0	Hours	\$88.36	\$ -		\$ -		\$ -	\$ -
Added 6" 33 mil metal stud framing	70	I/f		\$ -	\$1.20	\$ 84.00		\$ -	\$ 84.00
Added 6" 43 mil metal framing	90	I/f		\$ -	\$1.30	\$ 117.00		\$ -	\$ 117.00
Added 10" 43 mil metal stud framing	70	I/f		\$ -	\$2.20	\$ 154.00		\$ -	\$ 154.00
Taping Compound	0	Box		\$ -	\$11.00	\$ -		\$ -	\$ -
Trucking Labor	0	Hours	\$62.79	\$ -		\$ -		\$ -	\$ -
Miscellaneous fasteners	0	Box		\$ -	\$55.00	\$ -		\$ -	\$ -
Drywall Trim	0	I/f		\$ -	\$0.22	\$ -		\$ -	\$ -
Framing Clips	4	each		\$ -	\$9.20	\$ 36.80		\$ -	\$ 36.80
Off hours pay 1/2 time	0	Hours	\$36.00	\$ -		\$ -		\$ -	\$ -
Off hours pay double time	0	Hours	\$72.00	\$ -		\$ -		\$ -	\$ -
Scissor Lift	0	each		\$ -		\$ -	\$400.00	\$ -	\$ -
Smoke and fire sealant	0	gallons		\$ -		\$ -	\$56.00	\$ -	\$ -
Sound Sealant	0	gallons		\$ -		\$ -	\$26.00	\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
Freight/Delivery Costs									
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
Subtotal				\$ 914.30		\$ 391.80		\$ -	\$ 1,306.10
Foreman				\$ -					\$ -
Foreman				\$ -					\$ -
Lead Foreman				\$ -					\$ -
Lead Foreman				\$ -					\$ -
Total Cost of Work		Form Revised 12/1/2009		\$ 914.30		\$ 391.80		\$ -	\$ 1,306.10

COP Wage Rates

Project Name: Anacortes Library Young Adults

Project No:

Contractor: Olympic Interiors

Trade & Position		Drywall Framers	Drywall Finishers	Drywall Truck Drivers							
Rate Schedule Date*											
Prevailing Wage (incl. Benefits)											
1. Hourly Wage Rate		\$ 60.76	\$ 53.96	\$ 34.85							
2. Hourly Benefits		\$ 20.44	\$ 24.00	\$ 20.00							
Subtotal		\$ 81.20	\$ 77.96	\$ 54.85	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Rate										
3. FUI % of 1	0.80%	\$ 0.24	\$ 0.23	\$ 0.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. FICA % of 1	7.65%	\$ 3.50	\$ 4.13	\$ 2.67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. MEDICARE % of 1	1.45%	\$ 0.88	\$ 0.72	\$ 0.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. SUI % of 1 (insert correct % to right)	5.82%	\$ 3.54	\$ 3.25	\$ 2.03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. L&I WC Premium (amount per hour)		\$2.07	\$ 2.07	\$ 2.07							
Total (incl. payroll taxes)		\$ 91.43	\$ 88.36	\$ 62.79	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Normal 1.5x Overtime Rates Calculate Automatically											
OT Wage Rate @ 1.5x		\$ 91.14	\$ 80.94	\$ 52.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Benefits		\$ 20.44	\$ 24.00	\$ 20.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal		\$ 111.58	\$ 104.94	\$ 72.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Taxes: Lines 3-6		\$ 12.24	\$ 12.49	\$ 8.81	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
L&I: WC Premium		\$ 2.07	\$ 2.07	\$ 2.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Overtime Rate		\$ 125.89	\$ 119.50	\$ 83.15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Premium Portion Only		\$ 34.46	\$ 31.14	\$ 20.36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Form Revised 12/1/2009

NOTES: * Rate schedule date is the date of the Dept. of Labor & Industries Prevailing Wage Rate used or the Union Agreement.
 Lines 1 & 2 are basic wages and benefits (see General Conditions 7.02 B.7.a(1)). The percentage does not vary by firm.
 Line 3 (FUI) is Federal Unemployment Tax Act (see general conditions 7.02 B.7.a(3)). The percentage does not vary by firm.
 Line 4 (FICA) is Federal Insurance Compensation Act/Social Security (see general conditions 7.02B.7(3)). The percentage does not vary by firm.
 Line 5 (Medicare) is FICA medical aid (see general conditions 7.02 B.7.a(3)). The percentage does not vary by firm.
 Line 6 (SUI) is State Unemployment Insurance (see general conditions 7.02 B.7.a(3)). The percentage rate varies by firm.
 The Contractor shall verify its rate and enter the appropriate percentage in the box provided.
 Line 7 (L&I) is the Workers' Compensation premium, which is based on risk classification for the trade and firm (see general conditions 7.02 B.7.a(2)).
 The Contractor shall verify its rate for each trade and enter the appropriate dollar amount in each column on Line 7.

55.5

Underwood & Associates, llc



ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS

OWNER:

CITY OF ANACORTES
1220 10TH STREET
ANACORTES, WA 98221

CONTRACTOR:

REGENCY NW
PO BOX 6429
BELLEVUE, WA. 98008

PROJECT: INTERIOR RENOVATION

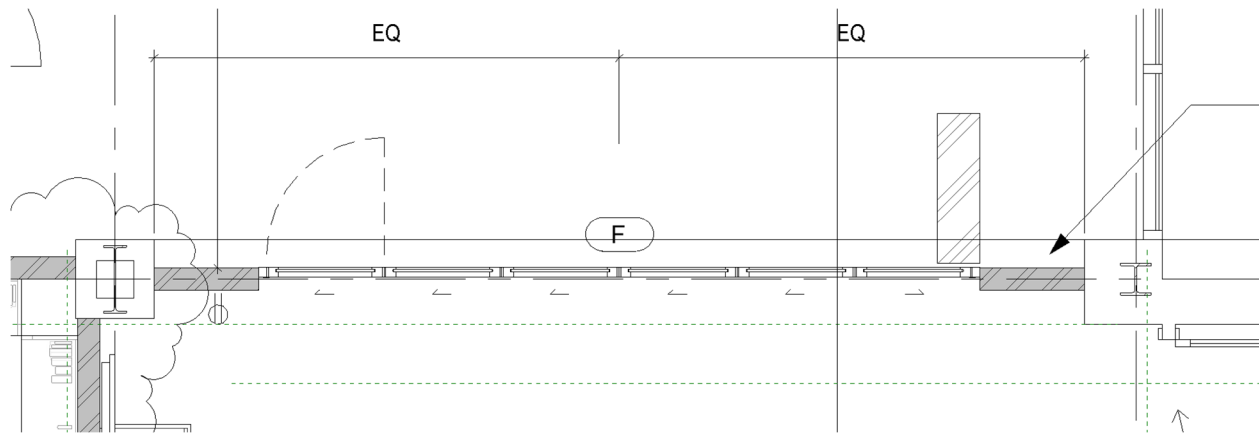
ASI NUMBER: 002

ASI DATE: FEBRUARY 1, 2025

ASI SUMMARY:

Item 1:

See attached structural drawings for the framing over the bi-fold door. Framing to be adjusted to be in line with the eastern steel column. Adjust fire alarm strobe and sprinkler heads accordingly.

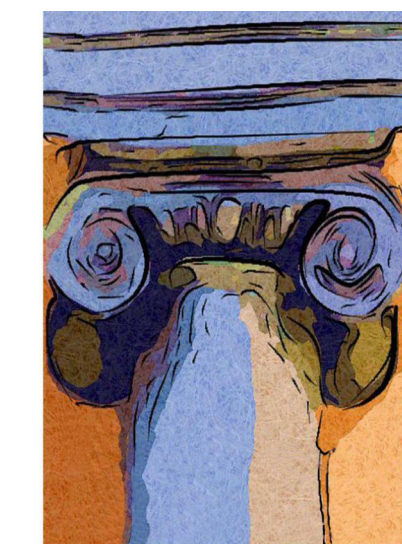


Item 2:

Electrical outlets: Please see attached sheet A104 for electrical outlet locations. All yellow highlighted outlet receptacles to be installed (9) total and (1) floor box.

ISSUED BY:

JEREMY MCNETT
ARCHITECT



UNDERWOOD
& ASSOCIATES, LLC
1005 4th Street
anacortes, washington 98221

9878 Registered
ARCHITECT
Michael G. Underwood
State of Washington
9-22-25

Permit Set

Project name:
**ANACORTES
PUBLIC
LIBRARY -
YOUNG
ADULTS TI**

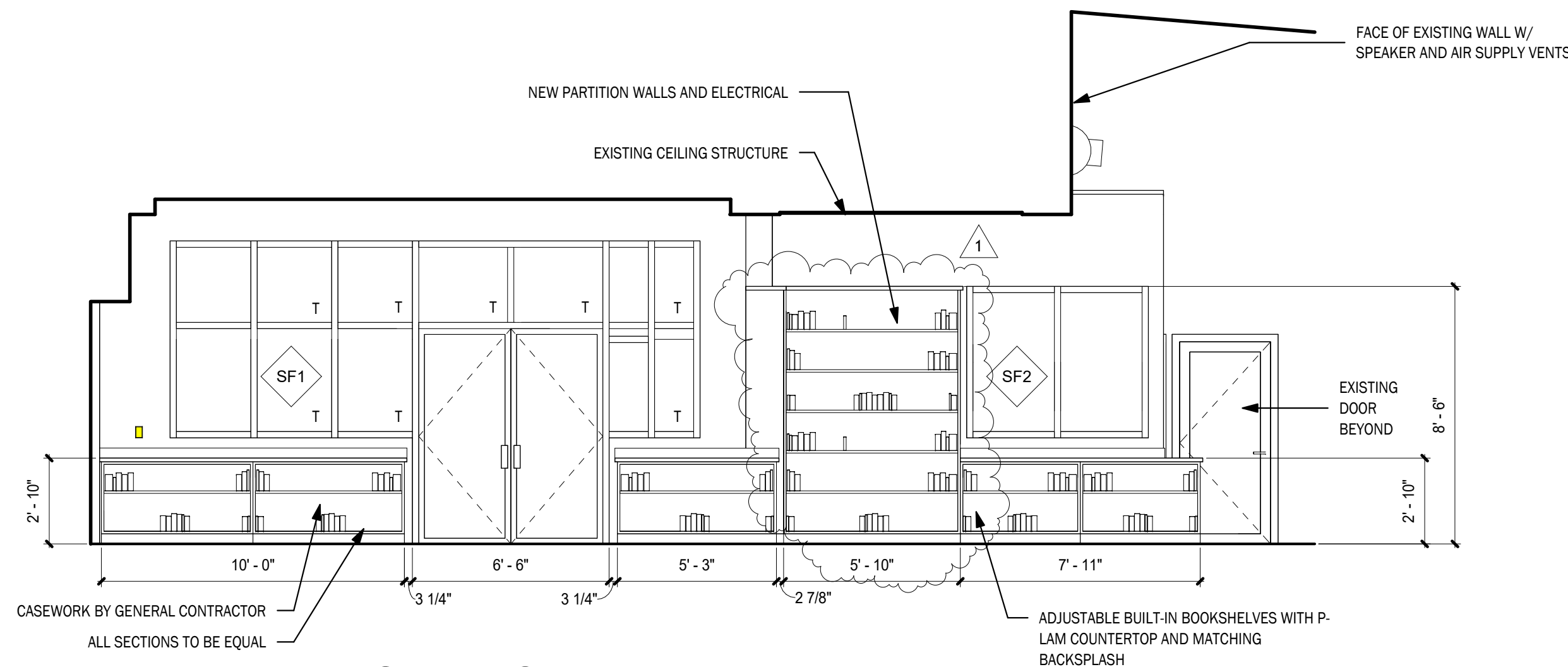
Project Address:
1220 10th St

Revisions		
No.	Date	Description
1	12-16-2024	Revised Casework to include tall casework at interior corner outside of the Workspace.

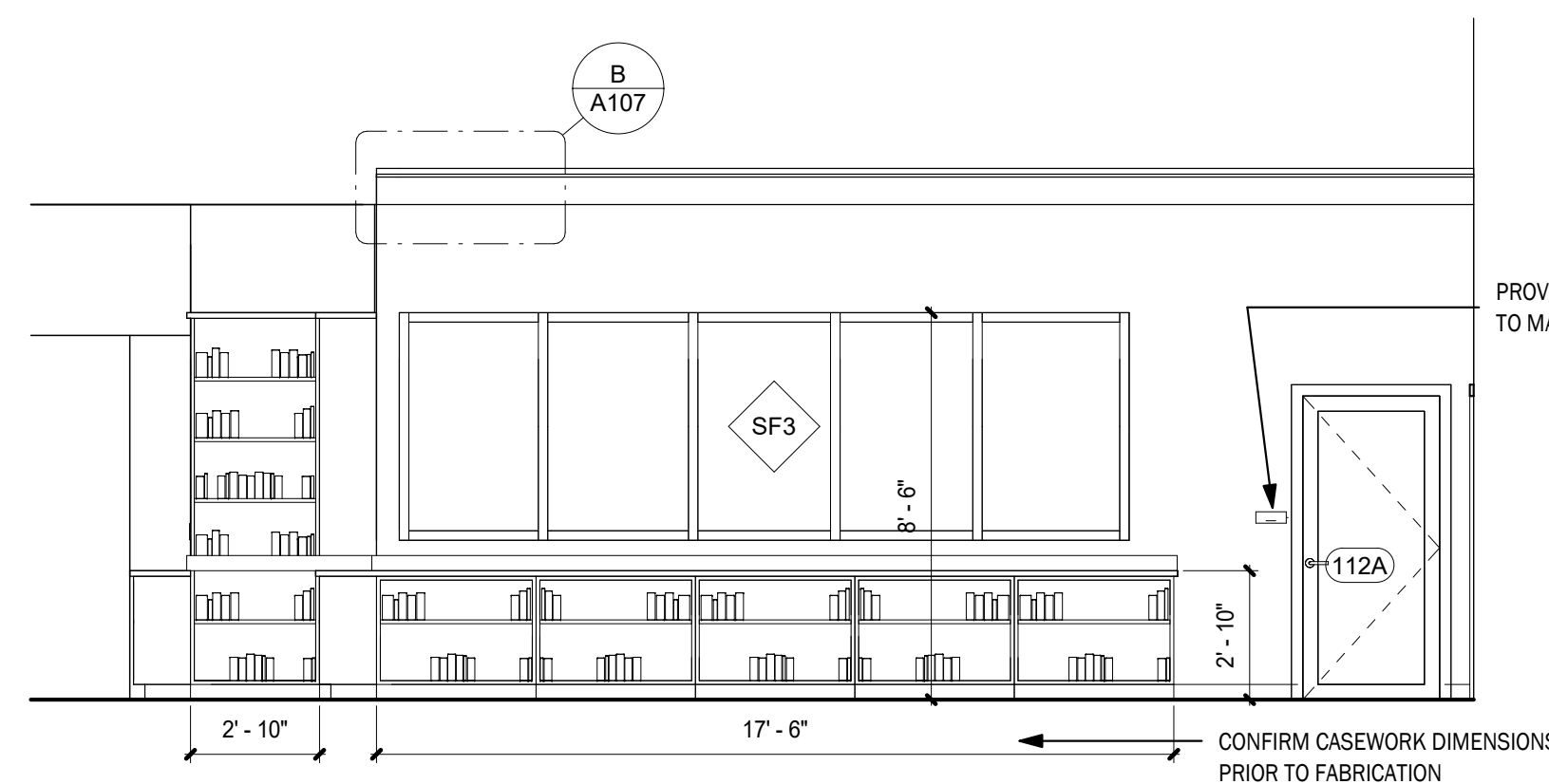
INTERIOR ELEVATIONS &
DETAILS

A104

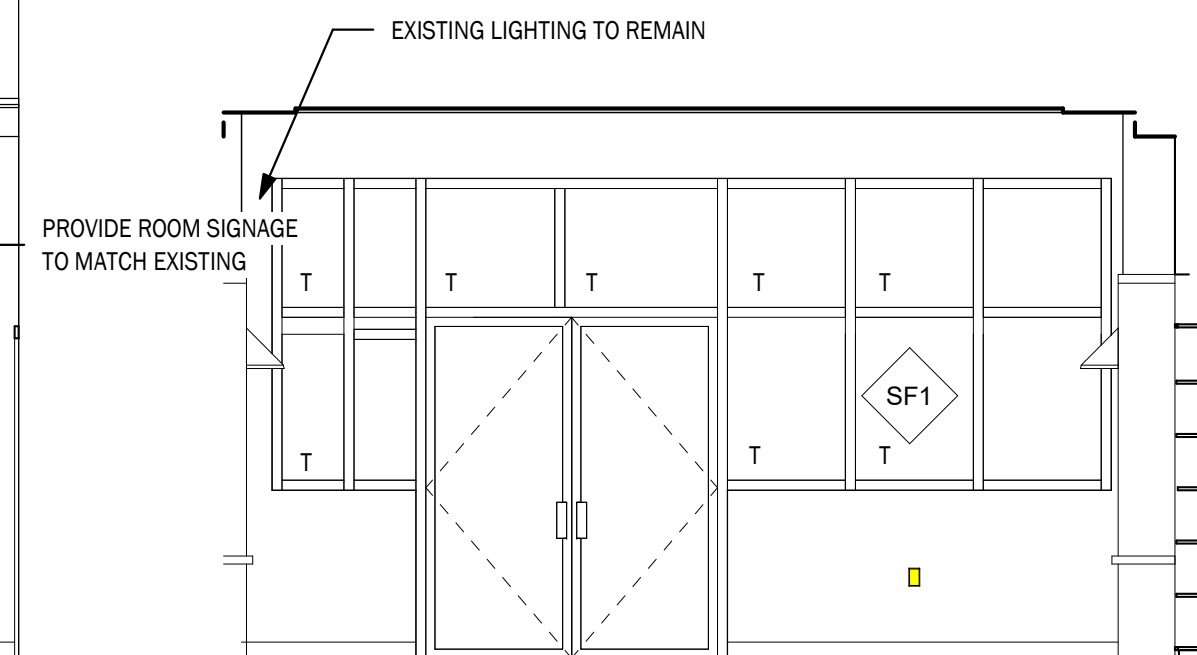
2/7/2025 5:54:28 PM



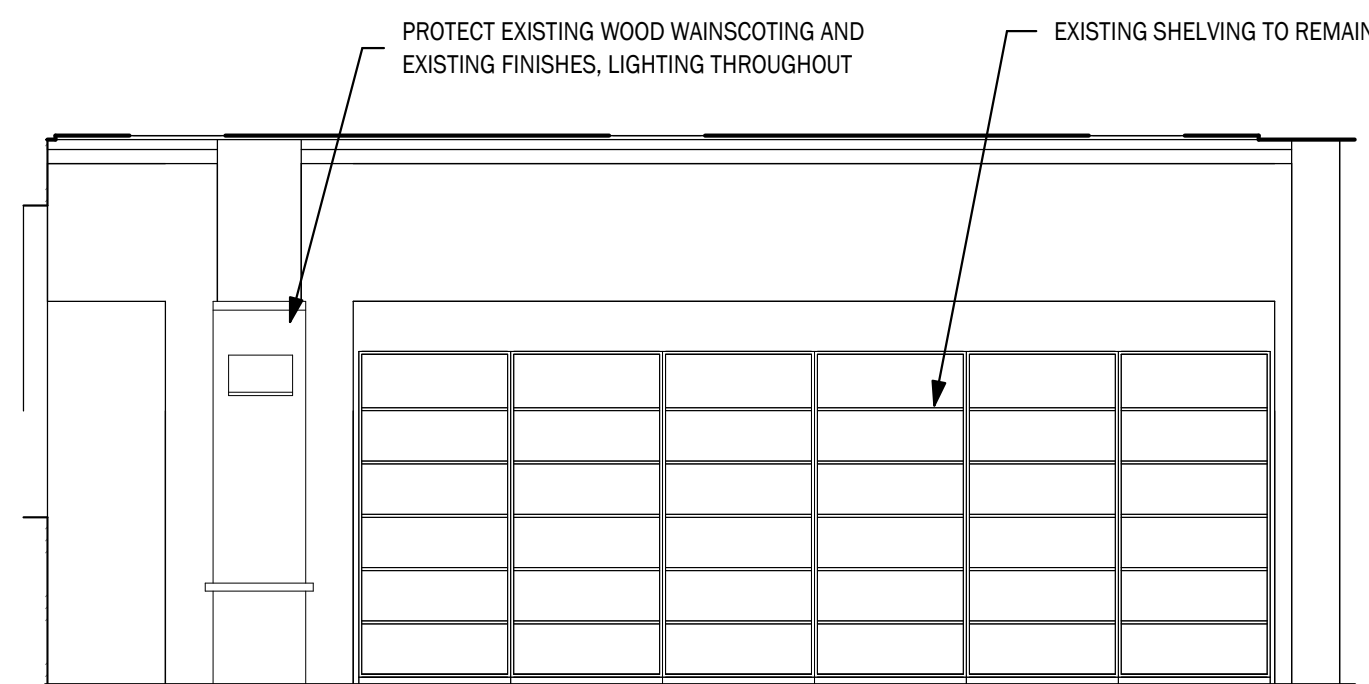
1 YA EXTERIOR WEST WALL
1/4" = 1'-0"



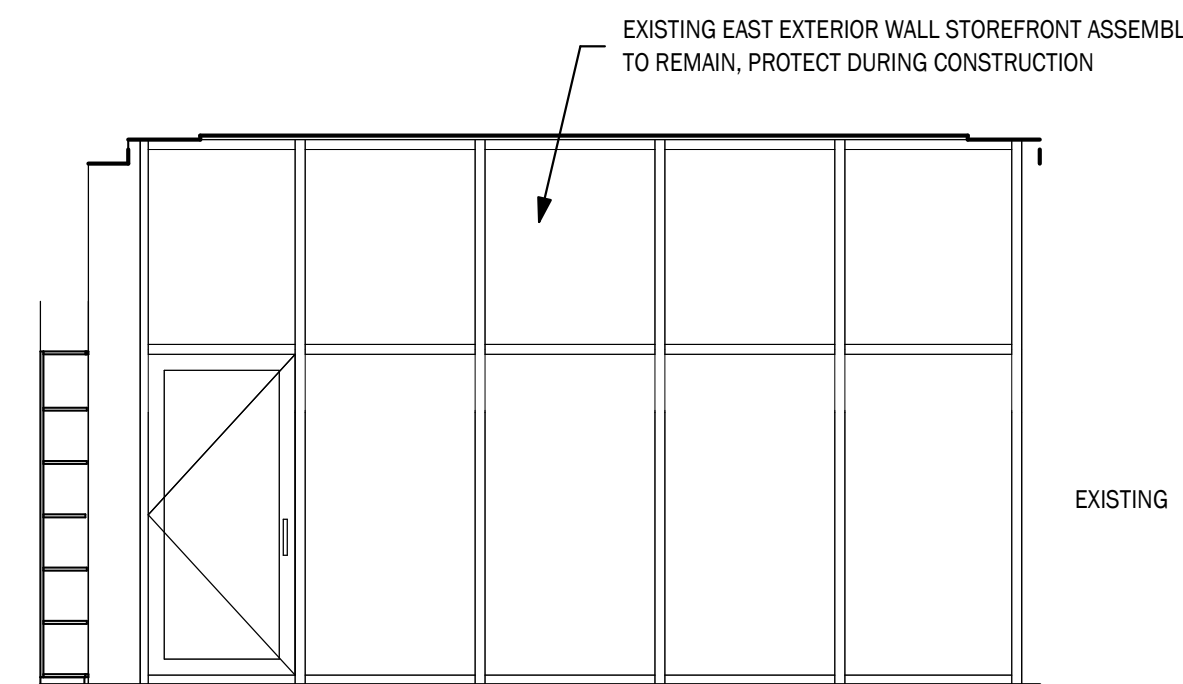
2 YA EXTERIOR SOUTH WALL
1/4" = 1'-0"



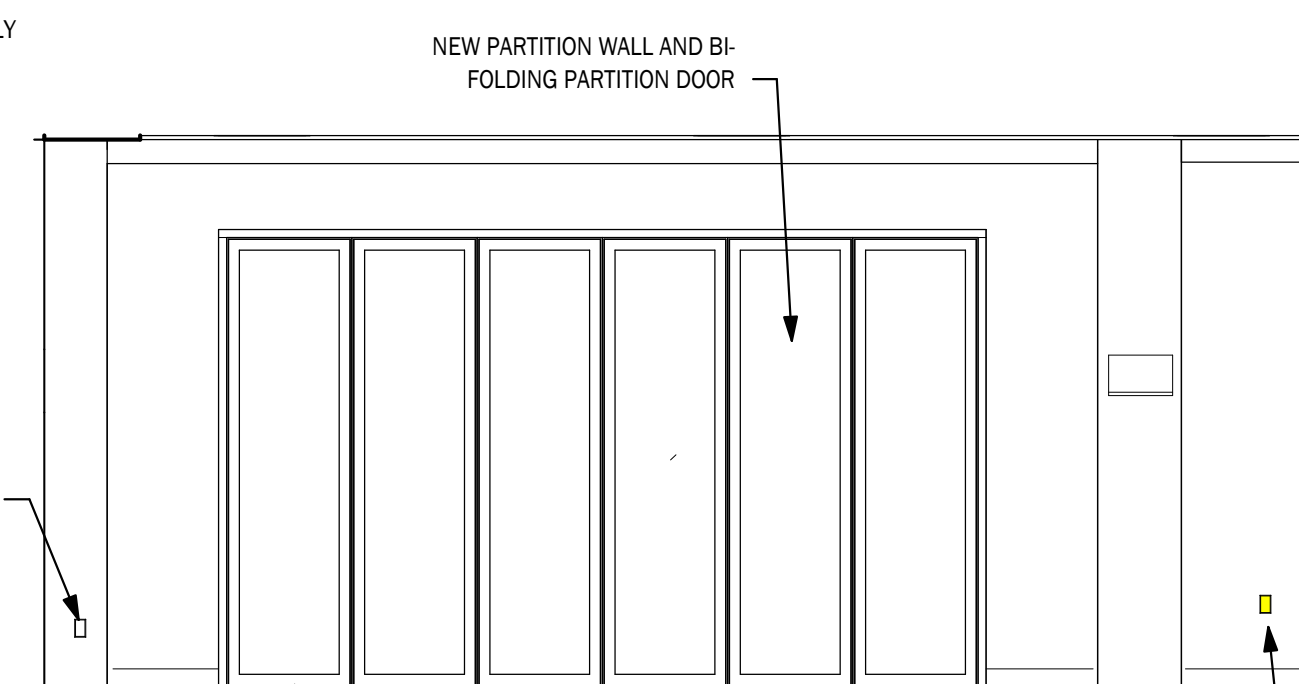
3 YOUNG ADULTS WEST WALL
1/4" = 1'-0"



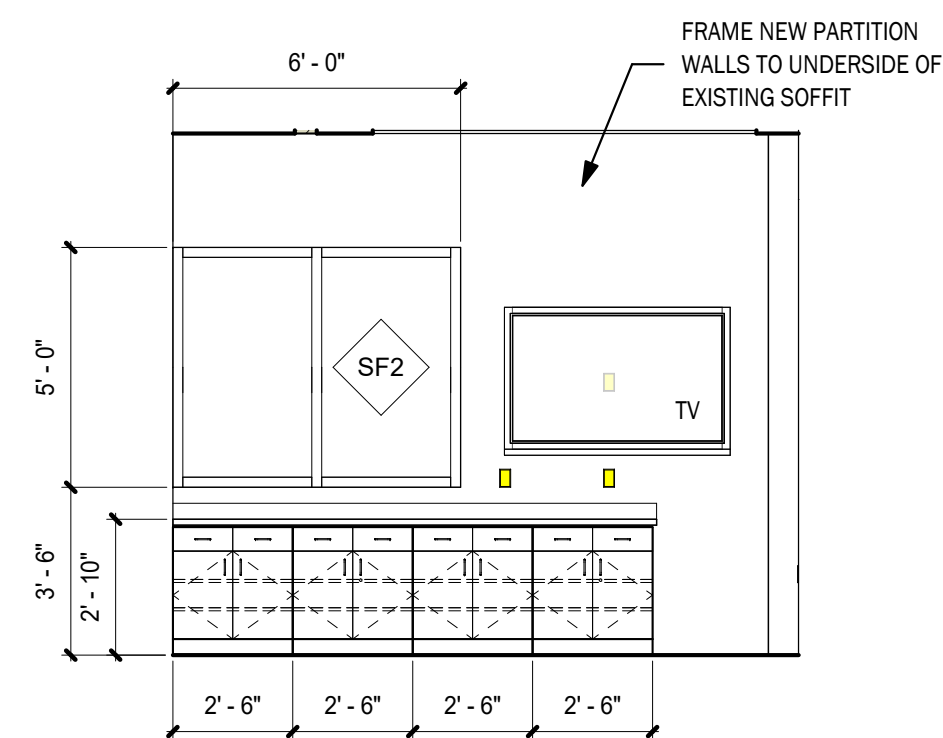
4 YOUNG ADULTS NORTH WALL
1/4" = 1'-0"



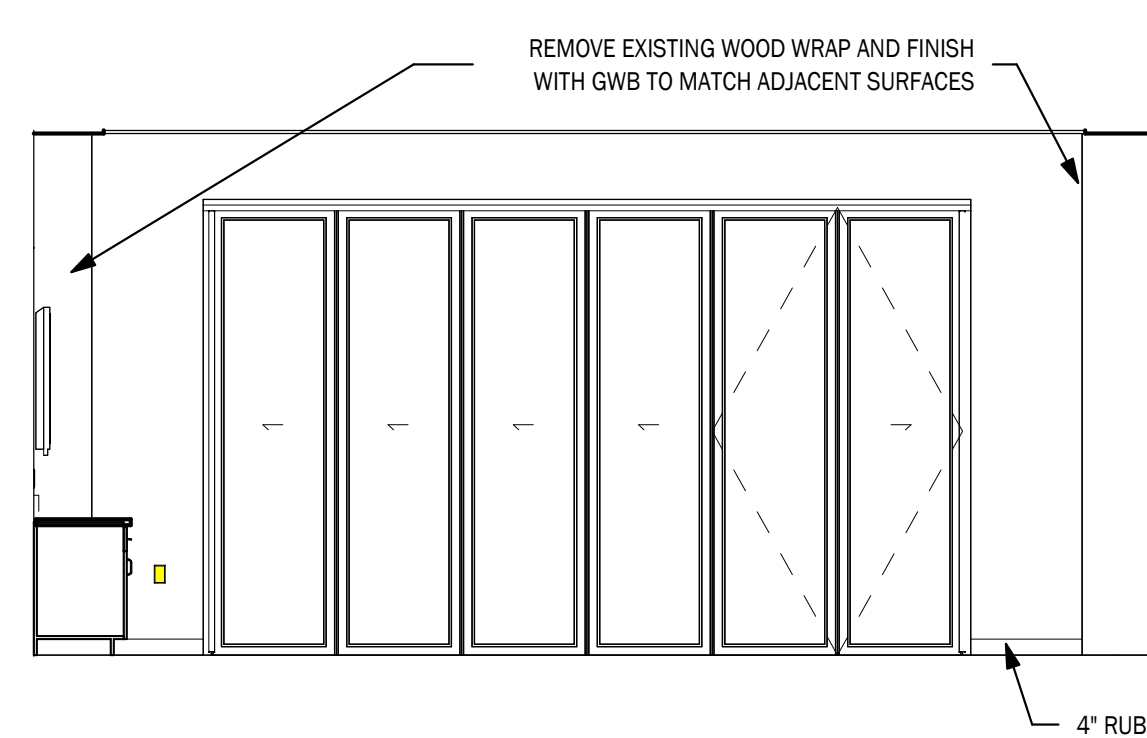
5 YOUNG ADULTS EAST WALL
1/4" = 1'-0"



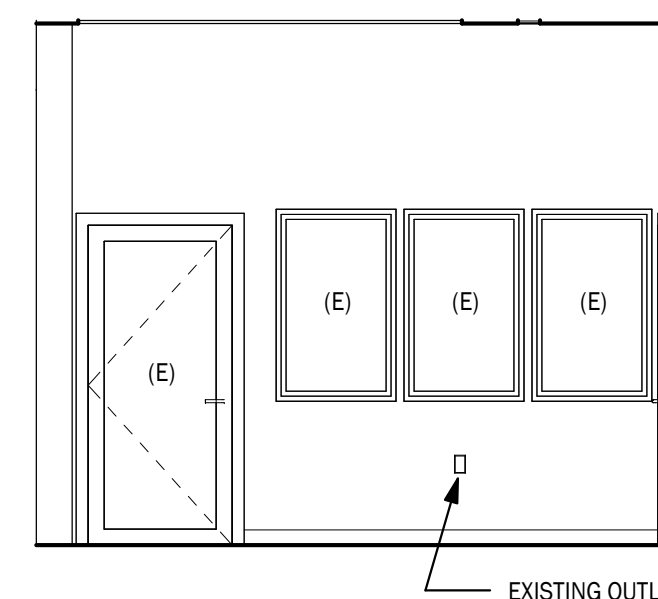
6 YOUNG ADULTS SOUTH WALL
1/4" = 1'-0"



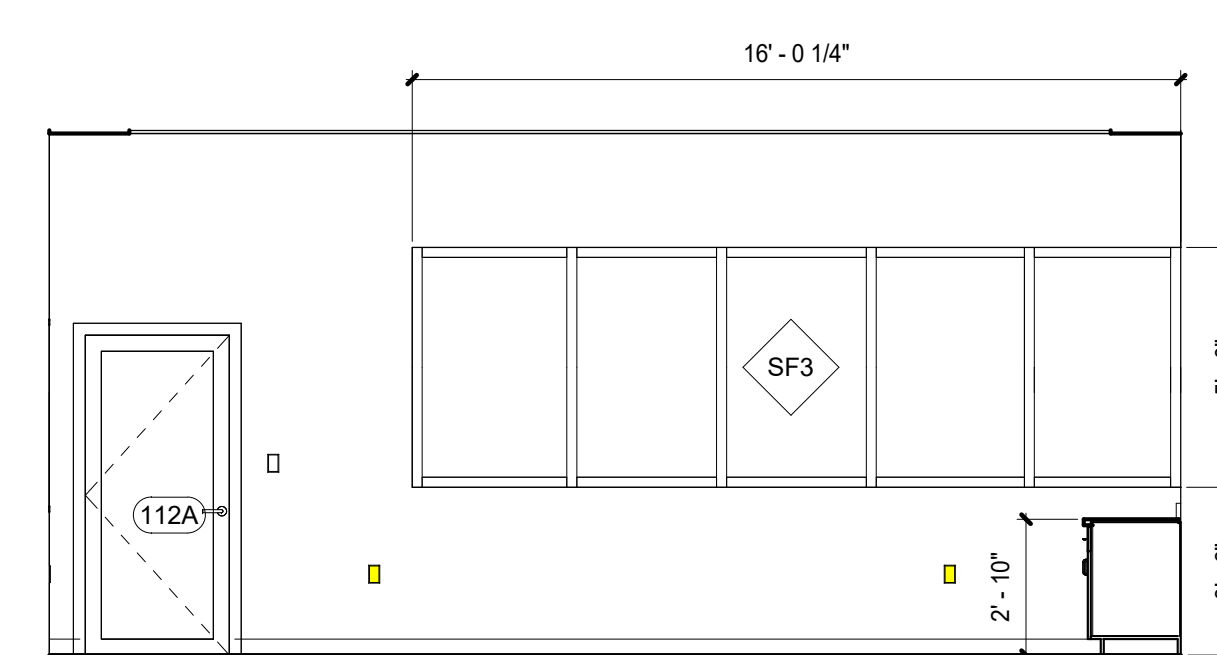
7 YA WORKSPACE WEST WALL
1/4" = 1'-0"



8 YA WORKSPACE NORTH WALL
1/4" = 1'-0"



9 YA WORKSPACE EAST WALL
1/4" = 1'-0"



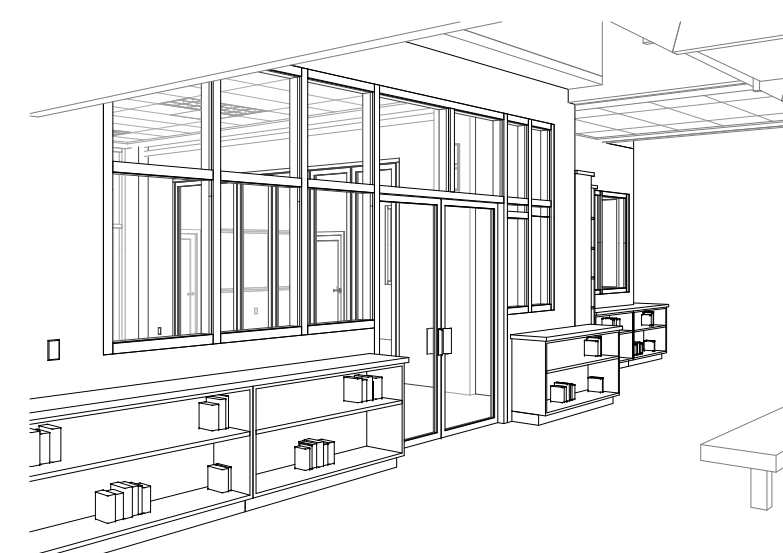
10 YA WORKSPACE SOUTH WALL
1/4" = 1'-0"



A ENTRANCE TO YA AREA



B ENTRANCE TO YA AREA



C YOUNG ADULTS AREA



D OVERALL YA AREA AT READING ROOM



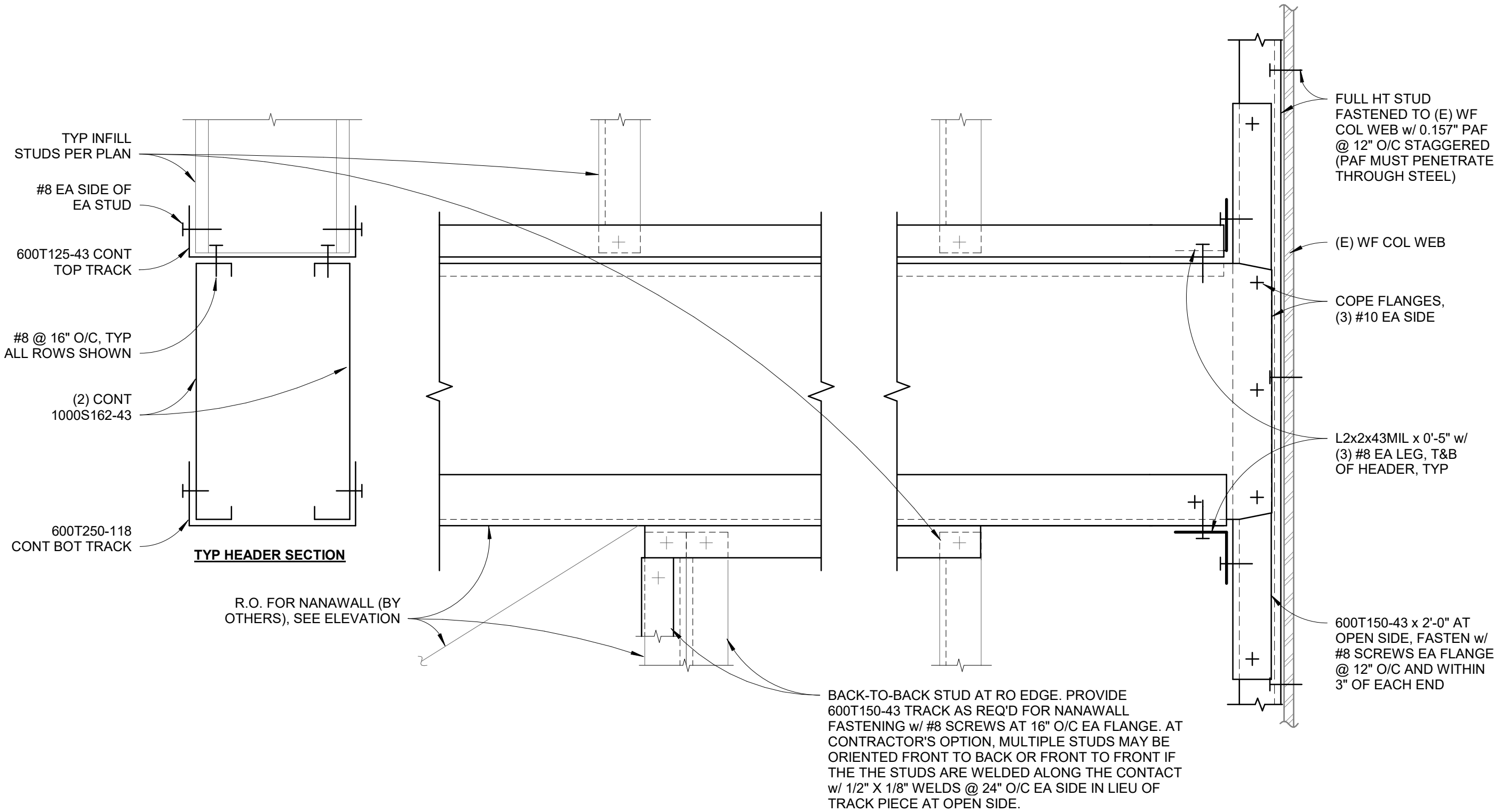
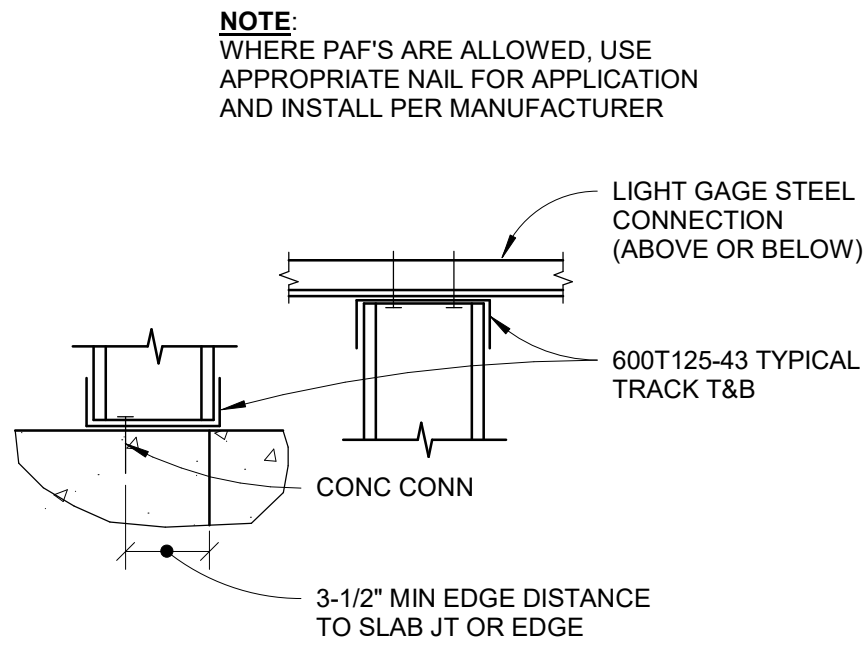
E YA NANAWALL VIEW

-- COLD-FORMED STEEL FRAMING --

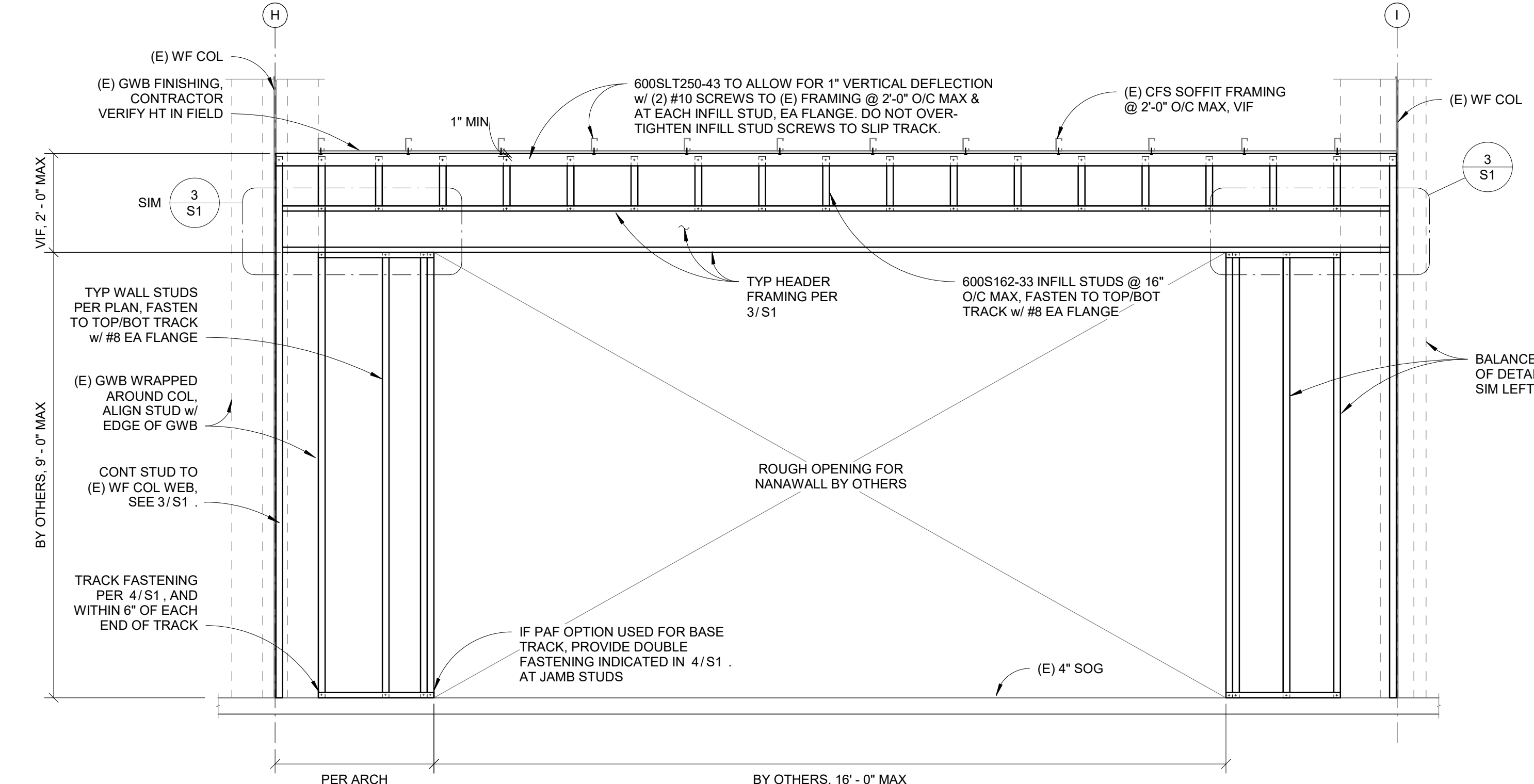
2. REFERENCED STANDARD: All work shall conform to AISI S100-16.
2. MATERIALS: All cold-formed steel members and accessories shall be galvanized, and shall be from same manufacturer as required by compatibility.
3. YIELD STRENGTH: Minimum yield strength shall be as follows:
- 16 gauge (54 mil) and heavier: $f_y=50$ ksi
 - 18 gauge (43 mil) and lighter: $f_y=33$ ksi
4. STUD INSTALLATION: Plumb, align and securely attach studs to the flange or web of both upper and lower tracks. Bear studs firmly against inside track web before stud and track attachment. Provide top and bottom tracks of the same gauge or heavier than studs.
5. CONNECTORS: Connector types shall be as indicated in the drawings; submit alternates of equal strength for review. Cold-formed steel connectors shall be installed in accordance with manufacturer's guidelines.
6. JOINING: Multiple studs shall be joined by welds $3/4"$ long each edge @ $12"$ O.C., or by (2) rows $10"$ @ $12"$ O.C. each edge of web when joined back to back. Space rows of screws as far apart as possible.
7. SPLICES: Splices in studs and tracks are not permitted.
8. MINIMUM CONNECTION: Minimum connection of piece-to-piece in all cold-formed steel, where no other connection is shown, is (2) #10 screws or (2) $1" \times 1/8"$ fillet welds; place connections symmetrically.
9. STUD BRACING: Each face of studs shall be braced against rotation and weak axis buckling by one of the following methods:
- OPTION A (BRIDGING): Solid blocking at intervals and continuous strapping each face per prequalified detail. Alternatively, use approved manufactured bracing system utilizing stud punching and special hardware. Submit desired system for Architect's approval. Vertical spacing between bridging rows shall be $4'-0"$ or maximum.
 - OPTION B (SHEATHING): Minimum $5/8"$ GWB, (or $0.027"$ steel) permanent sheathing with #8 screws at not more than $12"$ o/c, plus blocking and track bracing as above on any face not sheathed. This option may not be used unless sheathing is applied to both faces during initial construction, and may not be used if the sheathing is subject to change or removal due to tenant improvement or other owner uses.
10. WELDING: Cold-formed steel welding requirements are as follows:
- Conform to the requirements of AWS D1.3-2018, "Structural Welding Code - Sheet Steel".
 - All welds shall be flux-cored arc welding process, unless otherwise approved by the Architect.
 - Use only pre-qualified weld procedures.
 - Welding shall be carefully controlled to eliminate burn-through. Burn-through will be cause for rejection of weld. Repair or replace all burn-through damaged pieces as approved by the Architect.
 - Bring pieces into firm contact before welding.
11. SCREWS: All screws shall be self-tapping and self-drilling in compliance with ASTM C1515, SAEJ78, and ICC-ES AC118.
- Screws shall have a Type II coating in accordance with ASTM B663 and have tested resistance to hydrogen embrittlement.
 - Self-drilling steel screws shall have a minimum projection of 3 threads through the last joined ply of material. No gap shall be permitted between joined plies.
 - Screws shall have a minimum center to center spacing and edge distance of three times the screw diameter unless noted otherwise on the drawings.
 - Tighten screws per manufacturer recommendations. Stripped screws or holes are to be considered ineffective and shall be replaced with screws of the next larger diameter.
- 12.

1. GENERAL: A special inspection agency shall be retained by the owner to perform inspections according to IBC Chapter 17. The following scheduled structural special inspection and testing regimen shall be cross-referenced with the IBC and its referenced standards for more specific requirements and exceptions. Special inspection and test reports shall be submitted to the Building Official, Architect and Structural Engineer in accordance with IBC 1704.2.4.

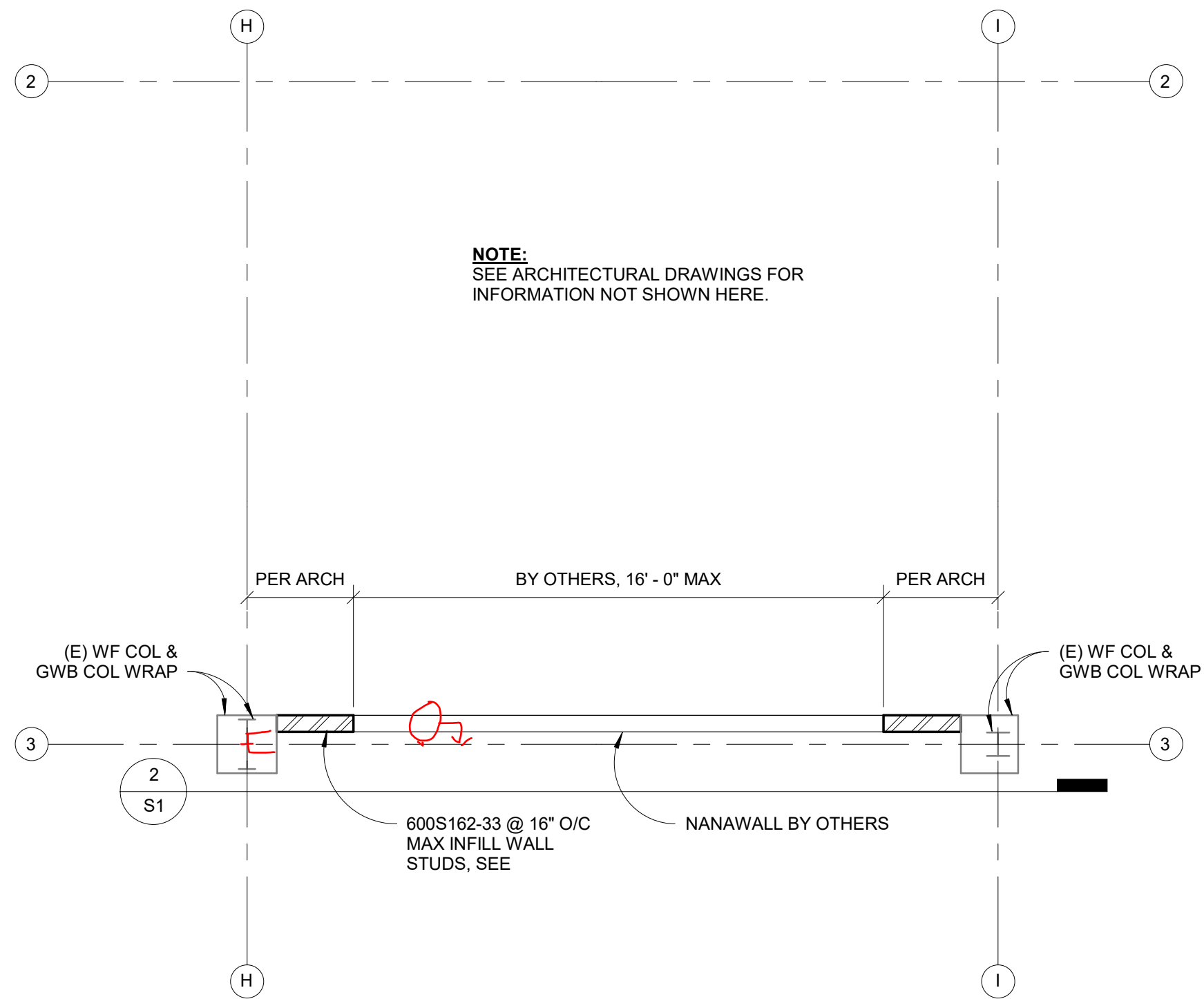
INTERIOR NON-BEARING WALLS	
<u>CONCRETE CONNECTIONS:</u>	
1/2" THREADED ROD EPOXY ANCHOR w/ STD WASHER (2-3/4" EMBED EPOXY PER SN)	4'-0" O/C
0.145 PAF (1" EMBED)	24" O/C
0.157 PAF (1" EMBED)	32" O/C
<u>LIGHT GAGE CONNECTIONS:</u>	
WELD (EA. SIDE)	1" x 1/8" @ 24" O/C
#10 SCREW	(2) @ 16" O/C, UNO



1. **MATERIALS** (unless noted otherwise in the drawings)
 - * Concrete must cure for a minimum of 21 days prior to drilling any holes or placing post-installed anchors.
 - Anchor type shall be in accordance to the drawings. All post-installed anchors installed in concrete shall have ICC-ES reports demonstrating IBC compliance for use in cracked concrete and for seismic loading. Substitutions not permitted without written permission by KW.
 - Pre-approved Epoxy for post-installed threaded rod or reinforcing in concrete (Epoxy material: Hilti HIT-150 500 g or Simpson SET-36)
 - Pre-approved "Powder Actuated Fasteners" in concrete base material: Hilti R or approved equal, with diameter/type per the Structural Drawings (0.157"Ø UNO).
 - Post-installed or Cast-In-place Threaded Rod (Anchor): ASTM A36
- * EMBEDMENT: Anchor embedment in base material shall be per the drawings.
2. **INSTALLATION:** Post-installed anchor hole diameter, drilling depth, cleaning and installation procedure shall be in accordance with the current Manufacturer's Printed Installation Instructions (MPII) provided in the ICCES report. Holes shall be drilled with rotameter equipment. Core-drilled holes are not permitted unless specifically noted otherwise.
3. **REINFORCEMENT LOCATIONS:** All post-installed anchors shall be located to avoid interference with reinforcement, unless specifically approved by the Engineer. Reinforcement shall be placed with consideration for locations of post-installed anchors. Do not damage reinforcing during drilling operations.



1 MAIN FLOOR FRAMING PLAN
1/4" = 1'-0"



1 MAIN FLOOR FRAMING PLAN
1/4" = 1'-0"

PERMIT

NORTH:		PLAN:	
SCALE.			
As indicated			
ANACORTES LIBRARY NANAWALL FRAMING			
1220 10th St Anacortes WA, 98221			
MAIN FLOOR & ELEVATION FRAMING, AND DETAILS			
PROJECT#		29011	
DRAWN	BANDERSEN	CHECK	BANDERSEN
ISSUED		1/29/25	
PRINT: 1/29/2025 12:40:05 PM		KWC © 2025	

General Contractor Breakdown Summary

COP form for contracts under \$3 million

Project Name:	Anacortes Library YA Interior Renovation	COP No.	COR 004
Project No.	23-192-LIB-003	Date:	3/17/2025
Contractor:	Regency NW Construction, Inc.	Contractor Ref. No.	COR 004
Ref. Documents:			
Description:	Added costs to revise LVP per submittal review		

1. DIRECT CRAFT LABOR COST (from attached cost breakdown form)			
a. Crew (apprentices, journeymen, & laborers)		\$	-
b. Foreman		\$	-
c. Lead foreman		\$	-
d. Direct supervision 00 72 00 7.02 B7a1	15.0%	\$	-
Supervision markup should be 0 if any foreman time is included in direct labor costs			
e. Safety	2.0%	\$	-
Subtotal 1			\$ -
2. MATERIAL COST (from attached cost breakdown form) 00 72 00 7.02 B7b			
		\$	-
3. EQUIPMENT COST (from attached cost breakdown form) 00 72 00 7.02 B7c			
		\$	-
4. ALLOWANCE FOR SMALL TOOLS 00 72 00 7.02 B7d			
	3.0%	\$	-
Subtotal 2-4			\$ -
5. OVERHEAD & PROFIT 007200 7.02 B 7f-g			
a. Overhead on 1, 2, 3, & 4 up to the first \$50,000	16.0%	\$	-
b. Overhead on 1, 2, 3 & 4 in excess of \$50,000	4.0%	\$	-
c. Profit on lines 1, 2, 3, & 4	6.0%	\$	-
Subtotal 5			\$ -
6. SUBCONTRACTORS			
a. Rubenstein's 001		\$	1,325
b.		\$	-
c.		\$	-
d.		\$	-
e.		\$	-
f.		\$	-
Subtotal 6			\$ 1,325
7. OVERHEAD & PROFIT ON SUBCONTRACTORS 007200 7.02 B7f-g			
a. Overhead on line 6 up to the first \$50,000 for each subcontractor	6.0%	\$	80
b. Overhead on line 6 in excess of \$50,000 for each subcontractor	4.0%	\$	-
c. Profit	4.0%	\$	53
Subtotal 7			\$ 133
8. INSURANCE 007200 7.02 B7h			
a. Payroll driven liability insurance	2.00%	of Subtotal 1	\$ -
b. Volume driven liability insurance	2.00%	of Subtotals 1-7	\$ 29
9. BONDING 00 72 00 7.02 B7h			
	2.00%	of Subtotals 1-7	\$ 29
TOTAL COST			\$ 1,516

Anacortes Library								
Sub-Contractor: Rubenstein's Contract Carpet			CHANGE ORDER PROPOSAL			1	Date	03/03/25
	ASI / RFI / CCD / PCO #: 1							
SCOPE OF CHANGE: ADD: LVP Material Change								
		MTL	MTL	MTL	MTL	LABOR	LABOR	LABOR
DATE	MATERIAL DESCRIPTION	QUANTITY	UNIT PRICE	UNIT	COST	HOURS	UNIT PRICE	COST
	Shaw Infinite 12 Salt River 7x48	-360	\$ 1.74	sf	\$ (626.94)			\$ -
	Adhesive	-360	\$ 0.30	sf	\$ (106.92)			\$ -
					\$ -			\$ -
	Shaw Inlet II Dune 9x48	360	\$ 5.12	sf	\$ 1,843.88			\$ -
	Adhesive	360	\$ 0.60	sf	\$ 214.63			\$ -
					\$ -			\$ -
					\$ -			\$ -
					\$ -			\$ -
					\$ -			\$ -
					\$ -			\$ -
					\$ -			\$ -
					\$ -			\$ -
					\$ -			\$ -
					\$ -			\$ -
					\$ -			\$ -
					\$ -			\$ -
					\$ -			\$ -
					\$ -			\$ -
					\$ -			\$ -
					\$ -			\$ -
					\$ -			\$ -
					\$ -			\$ -
					\$ -			\$ -
					\$ -			\$ -
					\$ -			\$ -
NOTE: As a result of this COR, our duration on site will be increased by . It is not to be assumed that this work will run concurrently with our contracted scope.								
TOTAL					\$ 1,324.66	0		\$ -

TOTAL MATERIALS & LABOR: \$ 1,325.00



Regency NW Construction, Inc.
P.O. Box 6429
Bellevue, WA 98008
Phone (425)883-1301 – FAX (425)883-1302

Submittal

Project:

**RNW Project
Number:**

Owner:

**Owner's
Representative:**

Architect:

Subcontractor:

Section/Title:

Description:

Underwood & Associates, LLC

APPROVED noted below

Please note that the LVT flooring for
the workspace area should be:

ShawContract

Style Name: inlet ii

Style Number: 4372V

Color Name: Dune

Color Number: 72240

Size: 9in. x 48in.

Heavy Commercial Luxury Vinyl Tile

A handwritten signature in blue ink, appearing to read "J. M. Watt".

Submittal approved subject to notation by Regency NW Construction, Inc. only for conformance with construction documents. Dimensions will be field verified after approval by the architect by subcontractor. Any discrepancies after field verification will be reported to Regency NW Construction, Inc. via RFI.

By:

Signed:

Regency NW Construction, Inc.

A handwritten signature in blue ink, appearing to be a stylized "R" or "K" followed by a horizontal line.



Architect Note:
Please see front
sheet for selected
flooring type.



R/C:
 1500 E. SANDUSKY STREET
 FOSTORIA, OH 44830
 Phone: 419-435-3135
 Email:
 Ship To:
 RUBBERTECH'S CONTACT CARET, LLC
 501 S. LUCAS ST, STE 100
 SEATTLE WA 98108
 US

Your Order Number : 30902
 Special Shipping Instructions :
 BOL: 12475990020706510
 Ship Date: 2/6/20
 PINNACLE RUBBER BASE
 Qty: 1
 Ship Date: 2/6/20
 Ship To: 30902
 1500 E. SANDUSKY STREET
 FOSTORIA OH 44830
 US

Your Order Number : 30902
 Special Shipping Instructions :
 BOL: 12475990020706510
 Ship Date: 2/6/20
 PINNACLE RUBBER BASE
 Qty: 1
 Ship Date: 2/6/20
 Ship To: 30902
 1500 E. SANDUSKY STREET
 FOSTORIA OH 44830
 US

Total Weight for Order : 4.40
 Thank you for your Order.
 Printed Wednesday, November 11, 2020 1:14 PM
 Page 1 of 1



General Contractor Breakdown Summary

COP form for contracts under \$3 million

Project Name:	Anacortes Library YA Interior Renovation	COP No.	COR 005
Project No.	23-192-LIB-003	Date:	4/18/2025
Contractor:	Regency NW Construction, Inc.	Contractor Ref. No.	COR 5
Ref. Documents:			
Description:	RFI No. 5 Lighting Rework		

1. DIRECT CRAFT LABOR COST (from attached cost breakdown form)

a. Crew (apprentices, journeymen, & laborers)		\$	-
b. Foreman		\$	-
c. Lead foreman		\$	-
d. Direct supervision 00 72 00 7.02 B7a1	15.0%	\$	-
Supervision markup should be 0 if any foreman time is included in direct labor costs			
e. Safety	2.0%	\$	-
Subtotal 1			\$ -

2. MATERIAL COST (from attached cost breakdown form) 00 72 00 7.02 B7b

\$ -

3. EQUIPMENT COST (from attached cost breakdown form) 00 72 00 7.02 B7c

\$ -

4. ALLOWANCE FOR SMALL TOOLS 00 72 00 7.02 B7d

3.0% \$ -

Subtotal 2-4 \$ -

5. OVERHEAD & PROFIT 007200 7.02 B 7f-g

a. Overhead on 1, 2, 3, & 4 up to the first \$50,000	16.0%	\$	-
b. Overhead on 1, 2, 3 & 4 in excess of \$50,000	4.0%	\$	-
c. Profit on lines 1, 2, 3, & 4	6.0%	\$	-
Subtotal 5			\$ -

6. SUBCONTRACTORS

a. VP Electric - CO1		\$	3,973
b.		\$	-
c.		\$	-
d.		\$	-
e.		\$	-
f.		\$	-
Subtotal 6			\$ 3,973

7. OVERHEAD & PROFIT ON SUBCONTRACTORS 007200 7.02 B7f-g

a. Overhead on line 6 up to the first \$50,000 for each subcontractor	6.0%	\$	238
b. Overhead on line 6 in excess of \$50,000 for each subcontractor	4.0%	\$	-
c. Profit	4.0%	\$	159
Subtotal 7			\$ 397

8. INSURANCE 007200 7.02 B7h

a. Payroll driven liability insurance	2.00%	of Subtotal 1	\$ -
b. Volume driven liability insurance	2.00%	of Subtotals 1-7	\$ 87

9. BONDING 00 72 00 7.02 B7h	2.00%	of Subtotals 1-7	\$ 87
------------------------------	-------	------------------	-------

TOTAL COST \$ 4,544

VP Electrical Services, Inc.
2301 Market St Ste 135
Mount Vernon, WA 98273

Estimate



RTW COR 5

ADDRESS
Regency NW Construction

SHIP TO
Anacortes Public Library
1220 10th St Anacortes, WA 98221

ESTIMATE #	DATE
1277	01/13/2025

TRACKING NO.
1577 Anacortes Library

* RFI 5

* Lighting Rework

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Change Order	CO-01	1	0.00	0.00T
	Change Order	Furnish and install Qty. 4 J-boxes and flex. Extend conduit. Relocate end caps	1	0.00	0.00T
	Labor	Furnish and install Qty. 4 J-boxes and extend conduit. -10 hrs Relocate end caps. and reconnect lamps - 6hrs	16	150.00	2,400.00T
	Materials	Qty. 4 J-boxes Flex- 60ft. Conduits -50ft. Wires - 500ft. Fittings.	1	325.00	325.00T
	Change Order	<u>Young Adults Room:</u> Disconnect Power. Install new J-box. Reinstall conduits.	1	0.00	0.00T
	Labor	Disconnect Power/Demo- 2 hrs. Install new J-box. and reinstall conduits - 6 hrs.	8	150.00	1,200.00T
	Materials	Qty. 1 Qty. J-box Wires-20ft. Fittings	1	48.00	48.00T

SUBTOTAL	3,973.00
TAX	0.00
TOTAL	\$3,973.00

Accepted By

Accepted Date



Request for Information (RFI)

Project Name: Anacortes Library YA Interior Renovation 23-192-LIB-003

RFI No. 005

Project No. 1577

Date: 01/21/25

To: Underwood & Associates

From: Regency NW Construction, Inc.

1000 4th St.

Arthur Alper

Anacortes, WA 98221

Matt VanLier

Attn: Jeremy McNett

SUB RFI #

Subject: Existing Lighting Power

Reply Req'd By:

Dwg./Spec. No.

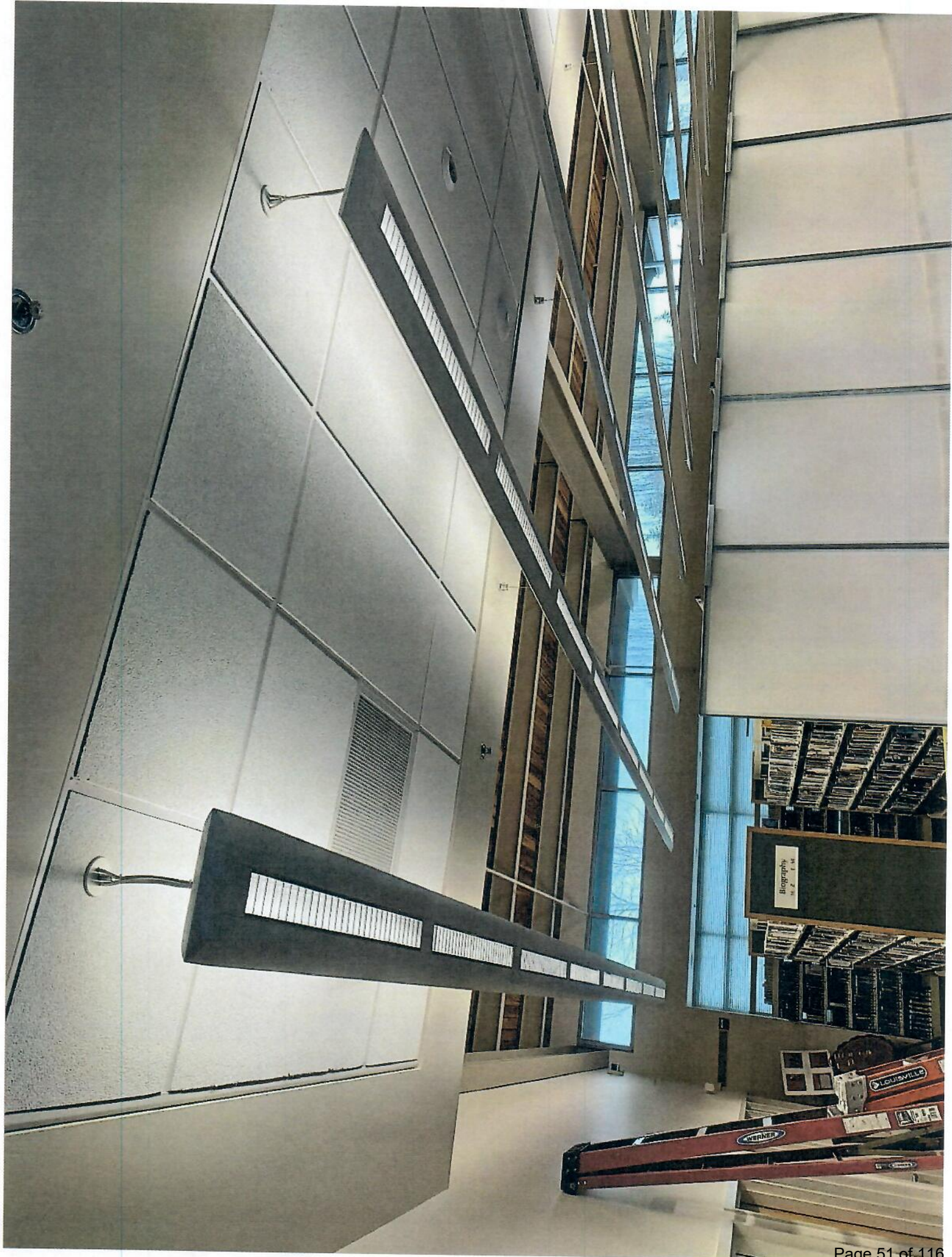
Detail/Sect. No.

Problem/Recommended Solution:

The contract documents do not show power supplies to existing light fixtures and how to re-power. Power to existing fixtures was previously routed through fixtures that were demolished. Per site walk, new power is to be routed to top of new ceiling framing with new J-boxes and whips to existing lights. Please confirm.

Potential Added Costs: ☒ Potential Added Time: ☒

Response:





General Contractor Breakdown Summary

COP form for contracts under \$3 million

Project Name:	Anacortes Library YA Interior Renovation	COP No.	COR 006
Project No.	23-192-LIB-003	Date:	4/18/2025
Contractor:	Regency NW Construction, Inc.	Contractor Ref. No.	COR 006
Ref. Documents:			
Description:	RNW COR 6 Additional Outlets - Ext West - 1ea, Work Space - 2ea, Work Space - 1ea		

1. DIRECT CRAFT LABOR COST (from attached cost breakdown form)

a. Crew (apprentices, journeymen, & laborers)		\$	-
b. Foreman		\$	-
c. Lead foreman		\$	-
d. Direct supervision 00 72 00 7.02 B7a1	15.0%	\$	-
Supervision markup should be 0 if any foreman time is included in direct labor costs			
e. Safety	2.0%	\$	-
Subtotal 1			\$ -

2. MATERIAL COST (from attached cost breakdown form) 00 72 00 7.02 B7b

\$ -

3. EQUIPMENT COST (from attached cost breakdown form) 00 72 00 7.02 B7c

\$ -

4. ALLOWANCE FOR SMALL TOOLS 00 72 00 7.02 B7d

3.0% \$ -

Subtotal 2-4 \$ -

5. OVERHEAD & PROFIT 007200 7.02 B 7f-g

a. Overhead on 1, 2, 3, & 4 up to the first \$50,000	16.0%	\$	-
b. Overhead on 1, 2, 3 & 4 in excess of \$50,000	4.0%	\$	-
c. Profit on lines 1, 2, 3, & 4	6.0%	\$	-
Subtotal 5			\$ -

6. SUBCONTRACTORS

a. VP Electric - CO2	\$	1,918
b.	\$	-
c.	\$	-
d.	\$	-
e.	\$	-
f.	\$	-
Subtotal 6		\$ 1,918

7. OVERHEAD & PROFIT ON SUBCONTRACTORS 007200 7.02 B7f-g

a. Overhead on line 6 up to the first \$50,000 for each subcontractor	6.0%	\$	115
b. Overhead on line 6 in excess of \$50,000 for each subcontractor	4.0%	\$	-
c. Profit	4.0%	\$	77
Subtotal 7			\$ 192

8. INSURANCE 007200 7.02 B7h

a. Payroll driven liability insurance	2.00%	of Subtotal 1	\$ -
b. Volume driven liability insurance	2.00%	of Subtotals 1-7	\$ 42

9. BONDING 00 72 00 7.02 B7h

2.00% of Subtotals 1-7 \$ 42

TOTAL COST \$ 2,194

VP Electrical Services, Inc.
2301 Market St Ste 135
Mount Vernon, WA 98273

Change Order Proposal



ADDRESS

Regency NW Construction

SHIP TO

Anacortes Public Library
1220 10th St Anacortes, WA 98221

**CHANGE ORDER
PROPOSAL #**

1291

DATE

02/10/2025

** Elec. Not Shown
outlets. No
shown drawing
* Review Drawing*

TRACKING NO.

1577 Anacortes Library

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Change Order	CO-02	1	0.00	0.00T
	Electrical	Furnish and install Qty. 4 outlets: Qty. 1. YA EXTERIOR WEST WALL Qty. 2 YA WORKSPACE WEST WALL Qty. 1 YA WORKSPACE SOUTH WALL	1	0.00	0.00T
	Labor	10.5hrs	10.50	150.00	1,575.00T
	Materials	Outlets Qty.4 Conduits -25ft. Wires - 80ft. Fittings.	1	343.00	343.00T

SUBTOTAL

1,918.00

TAX

0.00

TOTAL

\$1,918.00

Accepted By

Accepted Date

General Contractor Breakdown Summary

COP form for contracts under \$3 million

Project Name: Anacortes Library YA Interior Renovation

Project No. 23-192-LIB-003

Contractor: Regency NW Construction, Inc.

Ref. Documents:

Description: RNW COR 7 - Unforeseen Conduit In Slab Repair. RNW Scanned SOG to ID conduits. Avoided all but one while saw cutting.

COP No. COR 007

Date: 4/18/2025

Contractor Ref. No. COR 007

1. DIRECT CRAFT LABOR COST (from attached cost breakdown form)

a. Crew (apprentices, journeymen, & laborers)		\$	-
b. Foreman		\$	-
c. Lead foreman		\$	-
d. Direct supervision 00 72 00 7.02 B7a1	15.0%	\$	-
Supervision markup should be 0 if any foreman time is included in direct labor costs			
e. Safety	2.0%	\$	-

Subtotal 1 \$ -

2. MATERIAL COST (from attached cost breakdown form) 00 72 00 7.02 B7b

\$ -

3. EQUIPMENT COST (from attached cost breakdown form) 00 72 00 7.02 B7c

\$ -

4. ALLOWANCE FOR SMALL TOOLS 00 72 00 7.02 B7d

3.0% \$ -

Subtotal 2-4 \$ -

5. OVERHEAD & PROFIT 007200 7.02 B 7f-g

a. Overhead on 1, 2, 3, & 4 up to the first \$50,000	16.0%	\$	-
b. Overhead on 1, 2, 3 & 4 in excess of \$50,000	4.0%	\$	-
c. Profit on lines 1, 2, 3, & 4	6.0%	\$	-

Subtotal 5 \$ -

6. SUBCONTRACTORS

a. VP Electric - CO-3	\$	620
b.	\$	-
c.	\$	-
d.	\$	-
e.	\$	-
f.	\$	-

Subtotal 6 \$ 620

7. OVERHEAD & PROFIT ON SUBCONTRACTORS 007200 7.02 B7f-g

a. Overhead on line 6 up to the first \$50,000 for each subcontractor	6.0%	\$	37
b. Overhead on line 6 in excess of \$50,000 for each subcontractor	4.0%	\$	-
c. Profit	4.0%	\$	25

Subtotal 7 \$ 62

8. INSURANCE 007200 7.02 B7h

a. Payroll driven liability insurance	2.00%	of Subtotal 1	\$	-
b. Volume driven liability insurance	2.00%	of Subtotals 1-7	\$	14

9. BONDING 00 72 00 7.02 B7h

2.00% of Subtotals 1-7 \$ 14

TOTAL COST \$ 710

VP Electrical Services, Inc.
2301 Market St Ste 135
Mount Vernon, WA 98273

Change Order Proposal

RHW COR 7



ADDRESS
Regency NW Construction

SHIP TO
Anacortes Public Library 1220 10th St Anacortes, WA 98221

CHANGE ORDER PROPOSAL #	DATE
1293	03/06/2025

TRACKING NO.
1577 Anacortes Library

Per Matt:
UNFORESEEN CONDUIT
DETEN SLAB SCANNING
WAS DONE

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Change Order	CO-03	1	0.00	0.00T
	Electrical	Reinstall conduit and wire due to issues with concrete slab.	1	0.00	0.00T
	Labor	4 hrs	4	155.00	620.00T

SUBTOTAL 620.00
TAX 0.00
TOTAL **\$620.00**

Accepted By

Accepted Date

General Contractor Breakdown Summary

COP form for contracts under \$3 million

Project Name:	Anacortes Library YA Interior Renovation	COP No.	COR 008
Project No.	23-192-LIB-003	Date:	4/18/2025
Contractor:	Regency NW Construction, Inc.	Contractor Ref. No.	COR 008
Ref. Documents:			
Description:	RNW COR 8 - RFI 12 & 13 - Provide New Circuit		

1. DIRECT CRAFT LABOR COST (from attached cost breakdown form)			
a. Crew (apprentices, journeymen, & laborers)		\$	-
b. Foreman		\$	-
c. Lead foreman		\$	-
d. Direct supervision 00 72 00 7.02 B7a1	15.0%	\$	-
Supervision markup should be 0 if any foreman time is included in direct labor costs			
e. Safety	2.0%	\$	-
Subtotal 1			\$ -
2. MATERIAL COST (from attached cost breakdown form) 00 72 00 7.02 B7b			
		\$	-
3. EQUIPMENT COST (from attached cost breakdown form) 00 72 00 7.02 B7c			
		\$	-
4. ALLOWANCE FOR SMALL TOOLS 00 72 00 7.02 B7d			
	3.0%	\$	-
Subtotal 2-4			\$ -
5. OVERHEAD & PROFIT 007200 7.02 B 7f-g			
a. Overhead on 1, 2, 3, & 4 up to the first \$50,000	16.0%	\$	-
b. Overhead on 1, 2, 3 & 4 in excess of \$50,000	4.0%	\$	-
c. Profit on lines 1, 2, 3, & 4	6.0%	\$	-
Subtotal 5			\$ -
6. SUBCONTRACTORS			
a. VP Electric - CO-4		\$	5,824
b.		\$	-
c.		\$	-
d.		\$	-
e.		\$	-
f.		\$	-
Subtotal 6			\$ 5,824
7. OVERHEAD & PROFIT ON SUBCONTRACTORS 007200 7.02 B7f-g			
a. Overhead on line 6 up to the first \$50,000 for each subcontractor	6.0%	\$	349
b. Overhead on line 6 in excess of \$50,000 for each subcontractor	4.0%	\$	-
c. Profit	4.0%	\$	233
Subtotal 7			\$ 582
8. INSURANCE 007200 7.02 B7h			
a. Payroll driven liability insurance	2.00% of Subtotal 1	\$	-
b. Volume driven liability insurance	2.00% of Subtotals 1-7	\$	128
9. BONDING 00 72 00 7.02 B7h			
	2.00% of Subtotals 1-7	\$	128
TOTAL COST			\$ 6,662



Request for Information (RFI)

Project Name: Anacortes Library YA Interior Renovation 23-192-LIB-003

RFI No. 012

Project No. 1577

Date: 03/06/25

To: Underwood & Associates

From: Regency NW Construction, Inc.

1000 4th St.

Arthur Alper

Anacortes, WA 98221

Matt VanLier

Attn: Jeremy McNett

SUB RFI #

Subject: Outlet Circuitry

Reply Req'd By:

Dwg./Spec. No.

Detail/Sect. No.

Problem/Recommended Solution:

There are no circuits called out for the new power receptacles. Do you want all the outlets on the same existing circuit? 5 outlets and floor box shown on E201 and 4 outlets added on ASI 2. If a double receptacle is added to the floor box it will take us over the 10 receptacle limit for a 20 amp circuit. Is the TV to be on its own separate circuit? Please advise.

Potential Added Costs: ☒ Potential Added Time: ☒

Response:



Request for Information (RFI)

Project Name: Anacortes Library YA Interior Renovation 23-192-LIB-003

RFI No. 013

Project No. 1577

Date: 03/06/25

To: Underwood & Associates

From: Regency NW Construction, Inc.

1000 4th St.

Arthur Alper

Anacortes, WA 98221

Matt VanLier

Attn: Jeremy McNett

SUB RFI #

Subject:

Switch Clarifications

Reply Req'd By:

Dwg./Spec. No.

Detail/Sect. No.

Problem/Recommended Solution:

No switches are shown on the lighting plan. ASI 2 does appear to indicate a switch near Door 112A on the elevations even though no switches are shown on the electrical drawings. Are the new lights in Room 112A to be controlled by the main light switch near the entrance doors? Are they to be tied into and controlled the same as Room 112 which has its own switch on the main panel? Please advise.

Potential Added Costs: ☒

Potential Added Time: ☒

Response:

VP Electrical Services, Inc.
2301 Market St Ste 135
Mount Vernon, WA 98273

Change Order Proposal



R&W CORP

ADDRESS

Regency NW Construction

SHIP TO

Anacortes Public Library
1220 10th St Anacortes, WA 98221

CHANGE ORDER**PROPOSAL #**

1298

DATE

03/17/2025

RFI NO. 12
RFI NO. 13

TRACKING NO.

1577 Anacortes Library

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Change Order	CO-04. Provide a new circuit	1	0.00	0.00T
	Labor	32 hrs	32	155.00	4,960.00T
	Materials	110 emt Connectors Fittings 330 wire.	1	697.00	697.00T
	Permit	Add new circuit	1	167.00	167.00T
SUBTOTAL					5,824.00
TAX					0.00
TOTAL					\$5,824.00

Accepted By

Accepted Date

General Contractor Breakdown Summary

COP form for contracts under \$3 million

Project Name:	Anacortes Library YA Interior Renovation	COP No.	COR 009
Project No.	23-192-LIB-003	Date:	4/18/2025
Contractor:	Regency NW Construction, Inc.	Contractor Ref. No.	COR 009
Ref. Documents:			
Description:	Owner Request Paint Color Change		

1. DIRECT CRAFT LABOR COST (from attached cost breakdown form)

a. Crew (apprentices, journeymen, & laborers)		\$	-
b. Foreman		\$	-
c. Lead foreman		\$	-
d. Direct supervision 00 72 00 7.02 B7a1	15.0%	\$	-
Supervision markup should be 0 if any foreman time is included in direct labor costs			
e. Safety	2.0%	\$	-
Subtotal 1			\$ -

2. MATERIAL COST (from attached cost breakdown form) 00 72 00 7.02 B7b

\$ -

3. EQUIPMENT COST (from attached cost breakdown form) 00 72 00 7.02 B7c

\$ -

4. ALLOWANCE FOR SMALL TOOLS 00 72 00 7.02 B7d

3.0% \$ -

Subtotal 2-4 \$ -

5. OVERHEAD & PROFIT 007200 7.02 B 7f-g

a. Overhead on 1, 2, 3, & 4 up to the first \$50,000	16.0%	\$	-
b. Overhead on 1, 2, 3 & 4 in excess of \$50,000	4.0%	\$	-
c. Profit on lines 1, 2, 3, & 4	6.0%	\$	-
Subtotal 5			\$ -

6. SUBCONTRACTORS

a. Sky Northwest, Inc - Rm 112 & 112A	\$	600
b. Sky Northwest, Inc. - Paint Preurchased	\$	180
c. Sky Northwest, Inc. - Paint Existing HM Fr & Relit	\$	400
d.	\$	-
e.	\$	-
f.	\$	-
Subtotal 6		\$ 1,180

7. OVERHEAD & PROFIT ON SUBCONTRACTORS 007200 7.02 B7f-g

a. Overhead on line 6 up to the first \$50,000 for each subcontractor	6.0%	\$	71
b. Overhead on line 6 in excess of \$50,000 for each subcontractor	4.0%	\$	-
c. Profit	4.0%	\$	47
Subtotal 7			\$ 118

8. INSURANCE 007200 7.02 B7h

a. Payroll driven liability insurance	2.00%	of Subtotal 1	\$ -
b. Volume driven liability insurance	2.00%	of Subtotals 1-7	\$ 26

9. BONDING 00 72 00 7.02 B7h

2.00% of Subtotals 1-7 \$ 26

TOTAL COST \$ 1,350

Brian Foote

From: Jeremy Keating <jeremy_sky@comcast.net>
Sent: Monday, April 14, 2025 11:37 AM
To: Matt VanLier
Cc: Arthur Alper; Brian Foote; Kim Bennett; Mary Keating
Subject: Anacortes Library Costs

Hi Matt,

Hopefully I've cc'd the right people. We would like to invoice for our work at Anacortes Library next week. I've listed the original contract amount and costs for extra of the additional work from Matt via email/text as all the changes, pricing, clarifications and approval happened the day prior to our doing the work and Matt leaving for

Original contract amount: \$2,390.00 ~~2390~~

① Add for color change at rooms 112 and 112A \$600.00 ~~RM COR A PAINT COLOR CHANG~~

② Add for additional paint required due to color change (i.e. paint purchased that ended up being replaced with new paint color) \$180.00 ~~RM COR A~~

Add for paint at hollow metal door frame and window frame(s) \$400.00 (ROM was \$600.00) ~~RM COR A EXISTING~~

Total additional amount for these changes is \$1,180.00 ~~RM FRAMES & REPAIR~~

New contract total is \$3,570.00 ~~\$400-~~

Please let me know if you will need any additional information. We would like to invoice for this work next week.

Thank you.

Jeremy Keating
Sky Northwest Inc.

General Contractor Breakdown Summary

COP form for contracts under \$3 million

Project Name:	Anacortes Library YA Interior Renovation	COP No.	COR 010
Project No.	23-192-LIB-003	Date:	5/1/2025
Contractor:	Regency NW Construction, Inc.	Contractor Ref. No.	COR 010
Ref. Documents:	Submittal Review		
Description:	Room 112A Young Adults Work Space: Add locks to all doors and drawers (key all alike) per owner's instructions		

1. DIRECT CRAFT LABOR COST (from attached cost breakdown form)			
a. Crew (apprentices, journeymen, & laborers)		\$	-
b. Foreman		\$	-
c. Lead foreman		\$	-
d. Direct supervision 00 72 00 7.02 B7a1	15.0%	\$	-
Supervision markup should be 0 if any foreman time is included in direct labor costs			
e. Safety	2.0%	\$	-
Subtotal 1			\$ -
2. MATERIAL COST (from attached cost breakdown form) 00 72 00 7.02 B7b			
		\$	-
3. EQUIPMENT COST (from attached cost breakdown form) 00 72 00 7.02 B7c			
		\$	-
4. ALLOWANCE FOR SMALL TOOLS 00 72 00 7.02 B7d			
	3.0%	\$	-
Subtotal 2-4			\$ -
5. OVERHEAD & PROFIT 007200 7.02 B 7f-g			
a. Overhead on 1, 2, 3, & 4 up to the first \$50,000	16.0%	\$	-
b. Overhead on 1, 2, 3 & 4 in excess of \$50,000	4.0%	\$	-
c. Profit on lines 1, 2, 3, & 4	6.0%	\$	-
Subtotal 5			\$ -
6. SUBCONTRACTORS			
a. Genothern		\$	624
b.		\$	-
c.		\$	-
d.		\$	-
e.		\$	-
f.		\$	-
Subtotal 6			\$ 624
7. OVERHEAD & PROFIT ON SUBCONTRACTORS 007200 7.02 B7f-g			
a. Overhead on line 6 up to the first \$50,000 for each subcontractor	6.0%	\$	37
b. Overhead on line 6 in excess of \$50,000 for each subcontractor	4.0%	\$	-
c. Profit	4.0%	\$	25
Subtotal 7			\$ 62
8. INSURANCE 007200 7.02 B7h			
a. Payroll driven liability insurance	2.00%	of Subtotal 1	\$ -
b. Volume driven liability insurance	2.00%	of Subtotals 1-7	\$ 14
9. BONDING 00 72 00 7.02 B7h			
	2.00%	of Subtotals 1-7	\$ 14
TOTAL COST			\$ 714

COP Subcontractor Breakdown Summary

Project Name:	Anacortes Public Library Young Adults Int Reno	Date:	4-7-25
	Source Documents: Returned Shops ID 2729 & 4-7-25 Email		
Contractor:	Regency NW Construction Inc.	Genothen Project No.	13888
Description:	Room 112A Young Adults Work Space: Add locks to all doors and drawers (key all alike)		

1. GENOTHEN COSTS

Direct Labor Costs:

a. Shop, fabrication, engineering		\$ -
b. Direct Supervision	0%	\$ -
c. Safety	0%	\$ -

1. GENOTHEN LABOR COSTS \$ -

2. MATERIAL COSTS

\$ 540

2. MATERIAL COSTS \$ 540

3. EQUIPMENT COSTS

a. Small tool allowance	0%	\$ -
-------------------------	----	------

3. EQUIPMENT COSTS \$ -

SUBTOTAL 1 thru 3 \$ 540

4. OVERHEAD & PROFIT

a. Overhead	10%	\$ 54
b. Profit	5%	\$ 27

4. OVERHEAD & PROFIT FOR GENOTHEN \$ 81

5. SUB-SUBCONTRACTORS

a. TBD	\$ -
b.	\$ -
c.	\$ -
d.	\$ -
e.	\$ -
f.	\$ -

5. SUB-SUBCONTRACTORS \$ -

6. OVERHEAD & PROFIT ON SUB-SUBCONTRACTORS

a. Overhead	10%	\$ -
b. Profit	5%	\$ -

6. OVERHEAD & PROFIT ON SUB-SUBCONTRACTORS \$ -

7. INSURANCE

Yes

Total 1-6 \$ 621.00

a. volume driven liability ins. Per \$1,000	4.51	\$ 3
---	------	------

7. INSURANCE \$ 3

8. BOND

No

Total of 1-7 \$ 623.80

a. Bond	1.75%	\$ -
---------	-------	------

8. BOND \$ -

9. AWI - QCP

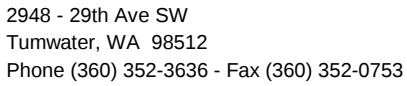
No

Total of 1-7 \$ 623.80

a.	0.005	\$ -
----	-------	------

9. AWI-QCP \$ -

TOTAL COST \$ 624



Date: 4-7-25

Contractor: Regency NW Construction Inc.

Genothen Project No. 13888

Labor Matl Sub labor



City Council Agenda Bill

Meeting Date: September **Agenda Item:** 5.e.
8, 2025

Agenda Item Title: Ordinance 5004: Amending AMC Section 5.04.030 Regarding Business Licensing

Staff Contact(s): Steve Hoglund

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Greg Francioch	Ordinance
Darcy Swetnam	
Steve Hoglund	

Item Summary: [AMC 5.04.030](#) deals with the City's business licensing, which is managed through the State's Business Licensing System (BLS) and the State has directed that the minimum revenue threshold for businesses that do not maintain a business in the City be increased from \$2,000 annual gross revenues to \$4,000 annual gross revenues. That is the only change being made.

Budget Impact:

The revenue impact is difficult to predict as the number of non local businesses doing an excess of the minimum revenue requirement is hard to predict. However the net budget affect is secondary in this ordinance application, as the requirement is non negotiable for entities using the BLS, and there is savings in staff time to use the state system as it is an efficient and easy system to use for both staff and business owners, illustrating again the the City strives to be business friendly.

Previous Action: [Ordinance 3028](#), adopted [September 24, 2018](#), updating the [AMC 5.04](#) to the current BLS requirements. First read during the [September 2, 2025](#), regular meeting.

Recommended Motion: I move to approve ordinance 5004 amending AMC 5.04.030

Alternative Actions: Do not approve and direct staff as to next steps.

Attachments (listed in order presented):

1. 250827 Ord 5004 update BLS 2025

ORDINANCE 5004

AN ORDINANCE AMENDING ANACORTES MUNICIPAL CODE CHAPTER 5.04.030 DEALING WITH BUSINESS LICENSE REQUIREMENTS AND FEES.

WHEREAS, the City of Anacortes uses Washington State's (the State) Business Licensing Services (BLS) for the processing and maintenance of its business licensing needs, and

WHEREAS, the State had directed that the annual minimum gross revenue threshold to require a business license for businesses that do not maintain a place of business within the City be increased from \$2,000 to \$4,000.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Anacortes, Washington:

Section 1. AMC Chapter 5.04.030 is hereby amended to read as follows:

5.04.030 License – Required.

It is unlawful for any person to engage in or carry on business, trade, profession or calling, for which the transaction or carrying on of which a license is required, without first taking out or procuring the license required for such business, trade, profession, or calling, as set forth in this chapter.

Threshold Exemption. To the extent set forth in this section, the following persons and businesses shall be exempt from the registration, license and/or license fee requirements as outlined in this chapter: (1) Any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than \$4,000 and who does not maintain a place of business within the city shall be exempt from the general business license requirements in this chapter. The exemption does not apply to regulatory license requirements or activities that require a specialized permit. (Ord. 3028 § 1, 2018)

Section 2. Effective date. This Ordinance shall take effect from and after five (5) days after its passage and publication, as required by law.

PASSED AND APPROVED THIS 8th day of September, 2025
CITY OF ANACORTES, WASHINGTON

BY: _____
Matt Miller, Mayor

ATTEST:

(Corporate Seal)

Steven D. Hoglund, City Clerk

APPROVED AS TO FORM

Darcy Swetnam, WSBA #40530
City Attorney



City Council Agenda Bill

Meeting Date: September 8, 2025 **Agenda Item:** 6.a.

Agenda Item Title: City Council Procedures & Committee Structure Workshop

Staff Contact(s): Emily Schuh, Darcy Swetnam

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

Greg Francioch
Darcy Swetnam
Emily Schuh

Discussion

Item Summary: This workshop is a continuation of City Council conversations to review the City Council Procedures, including how the Council Committees are structured.

Budget Impact:
N/A

Previous Action: The City Council Procedures and Council Committee Structure were discussed at the July 21, 2025 City Council meeting and the June 12, 2025 City Council/Mayor/Department Head Retreat. Council members provided comments for compilation and further discussion in preparation for this discussion.

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. 250908 Council Procedures Comment Compilation
2. Council Procedures (Resolution 3094 adopted 07/2022 & Resolution 3141 adopted 12/2023))
3. Councilmember Fantini Memo 05/2025
4. Councilmembers Walters Memo 06/2025
5. Council Procedures and Committee Structure Powerpoint 20250908

CITY OF ANACORTES - MEMORANDUM

TO: CITY COUNCIL, MAYOR MILLER
FROM: EMILY SCHUH, DARCY SWETNAM
SUBJECT: COUNCIL PROCEDURES UPDATE
DATE: SEPTEMBER 8, 2025
CC:

SUMMARY

This memorandum summarizes comments from City Councilmembers and staff regarding proposed changes to the City Council Procedures. Staff have organized these by topic and included individual Councilmembers comments within each topic.

I. CHANGES TO COMMITTEE STRUCTURE

COUNCILMEMBER FANTINI:

1. : Replace Small Committees with a Committee-of-the-Whole Structure

The current small committee system limits full council engagement and can obscure decision-making. I propose fully transitioning to a Committee-of-the-Whole model, where all council members participate in discussions as one body. A Committee-of-the-Whole approach would:

- 1.1 **Enhance Transparency-**All council members would participate in discussions, ensuring decisions are made in full view of the public rather than in fragmented, less visible committees.
- 1.2 **Improve Collaboration** - Every council member would have equal access to information and deliberation, reducing silos and fostering more informed, unified decisions.
- 1.3 **Increase Efficiency-** Eliminating redundant committee meetings streamlines governance, saving time for both council members and city staff.
- 1.4 **Strengthen Public Trust** - Residents deserve to see their elected officials working together as a full body, not just in select subgroups where key recommendations may be made without full council input.
- 1.5 **Exceptions:** Some committees, like the Lodging Tax Advisory Committee (mandated by state law), would remain intact due to their required structure. However, all other standing committees (e.g., Finance, Planning, Public Safety, Public Works, HACS, etc) would be absorbed into the Committee-of-the-Whole.

COUNCILMEMBER HUBIK:

- 1. Council should have work sessions and Committees of the Whole once a month on an alternating basis. This allows time for three full council meetings each month.

2. City Council Meetings are scheduled every first four Mondays, every 5th Monday off
3. Each Second or Third Monday of even months is a Work Session (I'm open to whether this is limited to max 90 mins with a regular meeting following the work session)
4. Each Second or Third Monday of odd months is a Committee of the whole (same sentiment for regular mtg following)
5. I also wouldn't be opposed to some sort of language like --> *during November and December, due to the urgency of passing budgets, council can vote in October to make all meetings standard council meetings*
6. Committee of the Whole is the smaller depts that meet quarterly, all rolled up into this one
IT, Library, Museum, Parks, Personnel

Finance absorbs Fiber
Planning absorbs HACs
Public Safety - no change
Public Works - no change
Econ Dev - no change
7. Then for those five committees above, I wouldn't mind seeing term limits. No more than three 2-year consecutive assignments, since those are decided by a mayor pro-tem every other year.
8. I also wouldn't be sad if there were more guardrails on who goes where - if you're on planning, you're not also on public works, for example.
9. I think this is a solid mix of what we have and just one big-ol' meeting where 10-12 depts try to give updates (that honestly sounds like a wretched slog)

COUNCILMEMBER MOULTON:

1. On the second and fourth regular meeting of each month, items requiring final action, other than those qualifying for the consent agenda, should not be scheduled.

COUNCILMEMBER WALTERS¹:

1. Reduce the number of standing committees through consolidation or deletion (e.g., Planning/HACs; IT/Fiber)
2. Create charters for each standing committee
3. Clarify that committees are for the purpose of generating policy, not simply hearing what is happening in various departments
4. Clarify purpose of committee reports

¹ Councilmember Cleland-McGrath indicated support for all of Councilmember Walters's comments.

II. CONDUCT OF MEETINGS

COUNCILMEMBER MOULTON:

1. Establish who acts as mayor when the mayor and mayor pro tem are absent.
2. Revisit number of meetings a Councilmember is able to attend remotely: We took action on this several years ago, and I believe we settled on 6 or 12. However, it was never added to the procedures
3. Discuss how many meetings Councilmembers may miss whether excused or unexcused: Exemptions for health, caring for family member, etc.?

COUNCILMEMBER WALTERS²:

1. Change “mayor” to “chair” in most cases in the text, because presiding officer is not always the mayor (see definitions)
2. Request general reason for absence to qualify for excused absence
3. Prohibit campaigning (e.g., for candidates, ballot measures) by anyone, councilmembers or by public during public comment
4. Adopt procedures/checklist for quasi-judicial matters
5. Provide procedure for entry into exec session at any time when needed
6. Clarify two-read rule to apply only to regulatory, non-emergency ordinances (e.g., not the budget, not moratoria, not vacations)
7. Replace Attachment B with adoption of Roberts Rules

COUNCILMEMBER FANTINI:

1. **Enhance Voting & Agenda-Setting Practices**
2. **Roll-Call Votes for Key Decisions** - Ensure every member's position is recorded publicly.
3. **Fairer Agenda Access** -Allow any two councilmembers (not three) to add items without mayoral override, fostering inclusivity. These reforms align with best practices in open government and address resident concerns about fairness and accountability. They are not about undermining existing work but about strengthening trust in our local democracy. Residents deserve to see their elected officials working together transparently, with clear rules that promote fairness.

III. PUBLIC COMMENT

COUNCILMEMBER WALTERS:

1. Public comment

² Councilmember Cleland-McGrath indicated support for all of Councilmember Walters’s comments.

- 1.1 Require statement of what neighborhood commenter lives in or other mechanism to identify commenters who do not live in Anacortes
- 1.2 Revise limitation on public comment to be consistent with other cities, to limit to matters on the agenda or matters within the City Council's authority
- 1.3 Revise limitation on applause to allow during announcements
- 1.4 Require zoom commenters to register in advance, while complying with RCW 42.30.240
- 1.5 Provide limited ability for council to respond to public comments
- 1.6 Describe the extent to which meeting minutes must document public comment

COUNCILMEMBER FANTINI:

Strengthen Public Comment & Meeting Accessibility

Recent updates (Resolution 3141) were a good start, but we can go further by

1. **Guaranteeing Equal Time** (e.g., 2-3 minutes per speaker) and clear rules for handling disruptions.
2. **Formalizing Virtual Participation** to ensure all residents, including those with disabilities or scheduling conflicts-can engage.

COUNCILMEMBER MOULTON:

1. Public Comment - Method of addressing Council.
2. We also ask for city of residence – should we formalize it here?
3. Right to Speak. – We could add that all Councilmembers will be given the opportunity to speak before one is allowed to speak twice or more.
4. 1.4e (Motion Procedures) is blank

STAFF RECOMMENDATIONS:

1. Public Comments: Whether Council wants to update some provisions regarding public comment:
 - a. Whether Council wants to prohibit speakers providing public comment from presenting slide decks on the podium computer.
 - b. Whether Council wants to limit zoom testimony to avoid zoom bombing.
Some options could include:
 - i. Require zoom attendees to pre-register
 - ii. Require zoom commentors to keep their video on
 - iii. Eliminate remote testimony
 - c. Whether procedures should set the 3-minute limit for speakers.
2. Mayor Pro Tem Question: Should there be language identifying who should lead the meeting if the Mayor and Pro Tem are unavailable?

IV. AGENDA

COUNCILMEMBER MOULTON:

1. Addition of items to the agenda
- A. d) On the second and fourth regular meeting of each month, items requiring final action, other than those qualifying for the consent agenda, should not be scheduled.
2. Ordinance
- A. b) Two-read rule. An ordinance must be heard at two separate council meetings before it can be adopted
- B. We occasionally waive this rule. Do we have the ability to waive additional rules? Just curious

COUNCILMEMBER WALTERS³:

1. Established preferred requirements for agenda item cover sheets
2. Separate cover sheets for contracts vs other types of agenda items
3. Budgeted/earmarked/CFP expense (in lieu of "requires budget amendment")
4. Clarify what "staff contact" means and why there are multiple contacts, note author is not always staff
5. Clarify what "approved for submittal to council" means
6. Replace BARS number with identification of various funding sources
7. Reconsider including "views of others"
8. Require maps

STAFF RECOMMENDATION:

1. Consent Agenda: Updates to Section 6.4 of the procedures on Consent Agenda. Contracts staff have encountered inefficiencies related to items eligible for the consent agenda and recommend the following changes to Section 6.4:
 - a. Request the language for item 6.4(d)(7) be modified: "public work contracts ~~that have been publicly bid~~ < \$200,000"
 - b. Request language in item 6.4(d)(8) be modified: "purchased or personal service contracts ~~on standard city forms~~ < \$100,000"
 - c. Request clarification for when the following items can be on Consent:
 - i. Contracts for goods/materials/supplies not connected to a public work project
 - ii. Contract modifications
 - iii. Interlocal agreements
 - iv. Interlocal amendments

³ Councilmember Cleland-McGrath indicated support for all of Councilmember Walters's comments.

V. ETHICS

COUNCILMEMBER FANTINI:

Adopt a Strong Code of Ethics for All Elected Officials

A formal Code of Ethics is essential to maintaining public confidence. It should:

- A. **Set Clear Standards** - Define expectations for conduct, conflicts of interest, and accountability.
- B. **Increase Public Confidence** - Residents deserve assurance that decisions are made ethically, not for personal or political gain.
- C. **Align with Best Practices** - Most well-run municipalities have such codes to prevent misconduct and maintain integrity.
- D. **Require Recusals** for conflicts of interest (financial, familial, or personal).
- E. **Prohibit Retaliation** against staff or residents who voice dissent.
- F. **Mandate Annual Ethics Training** to reinforce accountability.

VI. EXPECTATIONS OF STAFF

COUNCILMEMBER WALTERS⁴:

- 1. Articulate expectations of staff with respect to Council
- 2. Provide materials in advance of Monday night, exception for presentations that don't include new material and late-breaking information
- 3. Obligation to follow-up on council requests
- 4. Define duties of clerk to track council requests, receive and prepare notices, etc.
- 5. Compliance with AMC 9.08.010
- 6. Notify us of pending applications/appeals that will be council quasi-judicial matters

VII. OPMA ISSUES

COUNCILMEMBER WALTERS:

- 1. Clarify how a councilmember can send information to the entire council
- 2. Note obligation of staff to NOT schedule topics for multiple committees, to avoid serial meetings
- 3. Address situations where we're currently issuing a "Notice of Council Attendance" which is not a type of notice recognized by OPMA
- 4. For executive sessions, add reference to RCW 42.23.070(4) and RCW 42.23.050 for prohibition on revealing exec session information

⁴ Councilmember Cleland-McGrath indicated support for all of Councilmember Walters's comments.

VIII. MISCELLANEOUS

COUNCILMEMBER WALTERS⁵:

1. Include restatement of council authority based on RCW 35A.11.020
2. Create position of “council president,” with defined duties in service to the council separate from any service as mayor pro tem
3. Specify scheduled time for reconsideration of ordinances that have been vetoed

STAFF RECOMMENDATIONS:

1. Delete 5.3(d), which says that nothing requiring final action other than the consent agenda should be added to 2nd and 4th meetings of the month. This is inconsistent with current practice, but Council may want to retain this rule if it decides to switch to a committee of the whole structure.
2. Move Section 7.4(a)(2), which says all fees or charges for city services must be done by ordinance, when we adopt fees into the unified fee schedule by resolution. This language is inconsistent with current practice.
3. Clarify and define “applicable rules” in section 8(b)(3) for input on quasi-judicial proceedings.
4. Consider changing language in Section 10.5(f) which allows a councilmember to attend a committee meeting in place of an absent regular councilmember. This could lead to serial meetings and OPMA issues if four councilmembers ultimately end up discussing the same issue over the course of a couple of committee meetings.
5. Consider whether there should be a limit on virtual attendance by Council and/or a requirement that remote Councilmembers keep their camera on during meeting.

⁵ Councilmember Cleland-McGrath indicated support for all of Councilmember Walters’s comments.

RESOLUTION NO. 3094

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ANACORTES ADOPTING UPDATED CITY COUNCIL PROCEDURES**

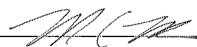
WHEREAS, On April 4, 2016, City Council adopted Resolution 1949 repealing Resolutions 1867 and 1923, and adopting new Council procedures, which have since been updated from time to time as Council has identified policy changes that were determined to be in the best interest of the City, and

WHEREAS, On June 27, 2022 City Council adopted resolution 3091, which identified all standing City Council Committees including several that are not currently listed in the City Council Procedures, and

WHEREAS, City Council has determined that all standing committees should be listed in the Council Procedures.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Anacortes, Washington, that the City Council Procedures are hereby amended to include the following Council Committees: Access – Anacortes Fiber Internet, Economic Development, Finance, Housing Affordability and Community Services, Information Technology, Library and Museum, Personnel, Planning, Parks and Recreation, Public Works, and Public Safety.

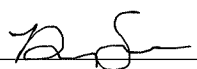
**INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY
OF ANACORTES on this 5th day of July 2022.**



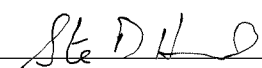
MATT MILLER, MAYOR

Approved as to form and legality:

ATTEST:



Darcy Swetnam, WSBA #40530
City Attorney



Steven D. Hoglund, City Clerk Treasurer

City Council Procedures

Revised through Resolution 3094 adopted July 5, 2022

Abbreviated Table of Contents

1	General Provisions	4
2	Officers.....	4
3	Council Meetings—Types.....	5
4	Meetings—Attendance	7
5	Meetings—Agenda.....	7
6	Meetings—Standard Business	8
7	Meetings—Voting and Types of Action	9
8	Meetings—Public Comment.....	10
9	Council Meetings—Records	12
10	Council Committees	12
11	Council Representatives.....	13
12	Suspension and Amendment of these Procedures.....	14

Detailed Table of Contents

1	General Provisions	4
1.1	Authority	4
1.2	Definitions	4
1.3	Savings.....	4
2	Officers.....	4
2.1	Mayor	4
2.2	Mayor Pro Tem.....	5
2.3	Clerk/Treasurer.....	5
3	Council Meetings—Types.....	5
3.1	Regular Meetings.....	5
3.2	Special Meetings	6
3.4	Adjournment	6
3.5	Continuances.....	6
3.6	Executive Sessions.....	6
3.7	Retreats.....	6

4	Council Meetings—Attendance	7
4.1	Quorum.....	7
4.2	Attendance Required.....	7
4.3	Participation in Absentia.....	7
5	Council Meetings—Agenda.....	7
5.1	Preparation	7
5.2	Form and Standard Order of Business	8
5.3	Addition of items to the agenda.....	8
6	Council Meetings—Standard Business.....	8
6.1	Call to Order.....	8
6.2	Announcements and Committee Reports	8
6.3	Public Comment	9
6.4	Consent Agenda.....	9
7	Council Meetings—Voting and Types of Action.....	9
7.1	Voting.....	9
7.2	Resolutions.....	10
7.3	Ordinances.....	10
8	Council Meetings—Public Comment	10
9	Council Meetings—Records	12
9.1	Recording.....	12
9.2	Minutes.....	12
10	Council Committees	12
10.1	Purpose	12
10.2	Standing Committees	12
10.3	Ad Hoc Committees.....	13
10.4	Committee Meetings.....	13
10.5	Committee Reports	13
11	Council Representatives.....	13
12	Suspension and Amendment of these Procedures.....	14
12.1	Suspension of the Rules	14
12.2	Amendment of the Rules	14

1 General Provisions

1.1 Authority

- (a) RCW 35A.11.020 provides that “the legislative body of each code city shall have power to organize and regulate its internal affairs...and to define the functions, powers, and duties of its officers and employees.”
- (b) RCW 35A.12.120 provides that “the council shall determine its own rules and order of business, and may establish rules for the conduct of council meetings and the maintenance of order.”

1.2 Definitions

- (a) “Chair” means the presiding officer of a meeting; for council meetings, usually the Mayor.
- (b) “Clerk/Treasurer” means the City Clerk/Treasurer or designee.
- (c) “Final action” has the same meaning as in RCW 42.30.020: a collective positive or negative decision, or an actual vote by a majority of the members of a governing body when sitting as a body or entity, upon a motion, proposal, resolution, order, or ordinance.

- 1.3 Savings.** These rules are meant to provide assistance to the Council and Mayor for orderly, cordial, and constructive proceedings. The failure to adhere to any of these rules shall not be cause to nullify, invalidate, void or render unenforceable any action taken or any non-action by the Council or any action by the City in reliance thereon. Without affecting rights otherwise provided by law, no person has any cause of action to challenge any ordinance, resolution, motion, decision, or any act whatsoever taken by the Council or the City based on any action or nonaction by the Council in violation of, or in alleged violation of, these rules.

2 Officers

2.1 Mayor

- (a) Per RCW 35A.12.100, the Mayor “shall preside over all meetings of the city council when present.”
- (b) The Mayor is an independently elected official of the City of Anacortes with duties and powers established by statute and city code. These procedures do not affect the Mayor’s duties and powers as established by statute or city code; instead, they govern the role of the Mayor in City Council meetings as presiding officer.
- (c) The Mayor does not have a vote on matters before the City Council except in the case of a tie vote as permitted by RCW 35A.12.100 with respect to matters other than the passage of any ordinance, grant or revocation of franchise or license, or any resolution for the payment of money.
- (d) The Mayor may participate in discussion of all issues that come before the Council.

2.2 Mayor Pro Tem.

- (a) Election. The City Council must elect a Mayor Pro Tem from among the Councilmembers at the first Council meeting in January after each general municipal election, and whenever a vacancy occurs.
- (b) Duties and Powers.
 - (1) In case of the absence or temporary disability of the Mayor, the Mayor Pro Tem may perform the duties of the Mayor.
 - (2) In the event of a vacancy in the office of Mayor pursuant to RCW 35A.12.050 or RCW 42.12.010, the Mayor Pro Tem shall perform the duties of mayor and preside over the Council during the interim period starting when the vacancy commences and ending upon the appointment to fill the vacancy pursuant to RCW Chapter 42.12.
 - (3) When acting for the Mayor, the Mayor Pro Tem has the power to:
 - (i) call special meetings;
 - (ii) administer oaths and affirmations;
 - (iii) take affidavits and certify them;
 - (iv) sign all conveyances made by the City and all instruments that require the seal of the City. See RCW 35A.12.100, Duties and Authority of the Mayor.
- (c) Right to vote. The appointment of a councilmember as Mayor Pro Tem does not in any way abridge that councilmember's right to vote upon all questions coming before the Council.

2.3 Clerk/Treasurer.

- (a) Duties. The City Clerk/Treasurer must:
 - (1) Prepare the council meeting agenda.
 - (2) Maintain and publish the list of council committees and their meeting schedules.

3 Council Meetings—Types

3.1 Regular Meetings.

- (a) Regular meetings of the City Council are held on the first, second, third, and fourth Monday of each month at 6:00 p.m., except that when any of these days falls on a holiday, the City Council meets on the next business day.
- (b) The City Council may cancel, postpone, or advance the date of any regular Council meeting, except per RCW 35A.12.110 the City Council may not hold fewer than one regular business meeting in each month.
- (c) Regular meetings are held in in the Council Chambers at City Hall.
- (d) In the event there are no agenda items to be considered at a scheduled meeting, such meeting may be canceled by notification by the Mayor to members of the City Council, the public, and other affected parties.

3.2 Special Meetings.

- (a) A special meeting is any meeting of the City Council other than a regular meeting.
- (b) Per RCW 35A.12.110, a special meeting may be called at any time by the Mayor or by any three council members.
- (c) Notice of special meetings must be provided in accordance with RCW 42.30.080.
- (d) Per RCW 42.30.080(3), final action at special meetings may only be taken on the items on the agenda.

3.4 Adjournment. Any regular, adjourned regular, special, or adjourned special meeting may be adjourned in the manner set forth in RCW 42.30.090.

3.5 Continuances. Any meeting or hearing being held, noticed, or ordered to be held by the City Council may be continued to a specified time and place in the manner set forth in RCW 42.30.100.

3.6 Executive Sessions.

- (a) The City Council may hold an executive session without the public as allowed by RCW 42.30.110.
- (b) When the Council adjourns to an executive session, the Mayor must:
 - (1) announce the general topic and the specific RCW authorizing the executive session;
 - (2) specify whether or not the City Council will reconvene afterward and the expected time the City Council will reconvene;
 - (3) announce that the Council will not take any final action in executive session.
- (c) Consistent with RCW 42.30.910, the authorized purposes for executive sessions are to be strictly construed.
- (d) Attendance at executive sessions is limited to councilmembers, the Mayor, and those staff necessary to discuss the subject of the executive session.
- (e) No Councilmember, employee of the City, or any other person present during an executive session may disclose the content or substance of any discussion or action that took place during the executive session, unless authorized to make such disclosure.
- (f) Any discussions in an executive session with its City Attorney or other legal counsel are subject to the attorney-client privilege.
- (g) The Council may not take any votes or any "final action" as defined by RCW 42.30.020(3) at any executive session.

3.7 Retreats

- (a) The Council may meet in an informal conversation setting for a variety of purposes related to City business. Such meetings constitute special meetings under RCW 42.30.

4 Council Meetings—Attendance

4.1 Quorum.

- (a) **Defined.** Per RCW 35A.12.120, a majority of all the members of the City Council constitutes a quorum.
- (b) No business may be conducted without a quorum of councilmembers present or participating in absentia.
- (c) If a quorum is not present at the beginning of a meeting, or if the absence of a quorum arises during a meeting, the presiding officer must adjourn the meeting.

4.2 Attendance Required.

- (a) All Councilmembers must attend all regular meetings of the City Council. Any Councilmember who cannot attend a meeting should notify the Mayor of the reason he or she cannot attend. The Mayor must advise the Council of the reason and entertain a motion to excuse the absence, if any.
- (b) At any regular meeting where a Councilmember is absent, any other Councilmember may move to excuse the absent member. A motion to excuse requires a second and majority vote for passage.
- (c) Per RCW 35A.12.060, a Councilmember is automatically removed from office after failure to attend three consecutive regular meetings without being excused.
- (d) A Councilmember participating in absentia is not considered absent for the purpose of RCW 35A.12.120 or RCW Chapter 42.30.

4.3 Participation in Absentia.

- (a) **Defined.** Participation in absentia means participation in a council meeting without being physically present.
- (b) A Councilmember participating in absentia must login to the City Council meeting using City provided login credentials, and use the electronic meeting link published by the Assistant to the City Clerk.

5 Council Meetings—Agenda

5.1 Preparation.

- (a) The City Clerk/Treasurer is responsible for preparation of the City Council's meeting agenda.

- (b) The City Clerk/Treasurer must distribute the agenda to Councilmembers and publish it to the City website for regular meetings at least five days prior the meeting.

5.2 Form and Standard Order of Business. Unless modified by the Chair for a single meeting, the agenda must list business in the following order:

- (a) Call to Order / Pledge of Allegiance;
- (b) Announcements and Committee Reports (including a list of Council Committees that met since the prior meeting);
- (c) Public Comment;
- (d) Consent Agenda;
- (e) any public hearings;
- (f) any high-priority business that must be conducted at that meeting;
- (g) any other business.

5.3 Addition of items to the agenda

- (a) A City Department Head may request addition of an item to a Council meeting agenda. An agenda item coversheet is required for all such agenda items.
- (b) Any two Councilmembers, by submitting a written request to the Clerk/Treasurer, may add an item to a Council meeting agenda for a specific date at least 6 days after the request. The Mayor may decline to put a requested item on an agenda if it is inappropriate, untimely, or unrelated to the business of the City. However, if three Councilmembers support the agenda request, the item must be included on the agenda. An agenda item coversheet is required for all such agenda items.
- (c) A member of the public may suggest or request, in writing, an item for a future Council meeting agenda. The Mayor has discretion to decide whether to add such an item to a Council meeting agenda, and may recommend the item be presented instead to a Council Committee.
- (d) On the second and fourth regular meeting of each month, items requiring final action, other than those qualifying for the consent agenda, should not be scheduled.

6 Council Meetings—Standard Business

6.1 Call to Order.

- (a) The Clerk/Treasurer must note the absence of any councilmember.
- (b) Attendees stand and recite the pledge of allegiance.

6.2 Announcements and Committee Reports.

Councilmembers and the Mayor should make any announcements related to city business that are relevant to the Council or the public.

6.3 Public Comment. See Rule 8 Council Meetings—Public Comment.

6.4 Consent Agenda.

- (a) The Consent Agenda is a list of routine items not requiring discussion or independent action.
- (b) The Council must approve the items on the Consent Agenda as a group, but any Councilmember may remove any item from the Consent Agenda to be considered separately.
- (c) All items on the Consent Agenda (except for minutes and routine payment of claims) require:
 - (1) a completed agenda item coversheet;
 - (2) the complete document for which approval is requested;
 - (3) approval as to content by the relevant department head;
 - (4) approval as to budget by the Clerk/Treasurer;
 - (5) approval as to form by the City Attorney.
- (d) Items eligible for consent agenda include the following.
 - (1) meeting minutes.
 - (2) payment of claims per AMC Chapter 3.02;
 - (3) street fair applications;
 - (4) resolutions to set the date of a public hearing;
 - (5) final decisions on land use applications that received unanimous preliminary approval at a previous meeting;
 - (6) grant agreements $\leq$ \$250,000;
 - (7) Public Works contracts that have been publicly bid $\leq$ \$200,000;
 - (8) purchased or personal services contracts on standard city forms $\leq$ \$100,000;
 - (9) any item the council has indicated may be placed on the Consent Agenda at a previous meeting.

7 Council Meetings—Motions, Voting, and Types of Action

7.1 Debate. Debate must follow the rules in Attachment B.

7.2 Voting.

- (a) All votes may be taken by voice vote except for final votes on the adoption of an ordinance or resolution, which must be by roll call.
- (b) Per RCW 35A.12.120, any vote must be by roll call vote if a council member requests it.
- (c) Per RCW 35A.12.120, the passage of any ordinance, grant or revocation of franchise or license, and any resolution for the payment of money requires the affirmative vote of at least a majority of the whole membership of the council.

7.3 Resolutions.

- (a) **Defined.** A resolution is a written form of a motion.
- (b) The City Council may use a resolution to formalize rules, recommendations, administrative policies, or expressions of opinion; to authorize contracts; and to take other actions that do not require an ordinance.
- (c) A resolution does not require approval of the Mayor. The Mayor's signature on a resolution indicates the Mayor's certification, as presiding officer, that the Council approved the resolution as written.

7.4 Ordinances

- (a) **Defined.** An ordinance is a law of the City. An ordinance is generally required for the following actions:
 - (1) imposing a tax;
 - (2) establishing fees or charges for city services;
 - (3) regulating the conduct of business;
 - (4) revising the Anacortes Municipal Code and other city regulations;
 - (5) adopting or revising the Comprehensive Plan;
 - (6) other items that State law or City policy requires to be enacted by means of an ordinance.
- (b) **Two-read rule.** An ordinance must be heard at two separate council meetings before it can be adopted.

8 Council Meetings—Public Comment

- (a) **Generally.**
 - (1) The chair should preserve order and decorum at all regular and special meetings of the City Council, in accordance with RCW 43.30.050.
 - (2) Meetings are intended to be of a neutral and businesslike atmosphere.
 - (3) These rules are intended to promote an orderly system of holding a public hearing or meeting, to give every person who wishes to speak an opportunity to be heard, and to ensure that no individual is embarrassed by exercising the right to free speech.
- (b) **Opportunities.**
 - (1) The agenda may indicate when opportunities for public comment are allowed or invited.
 - (2) The mayor or councilmembers may invite additional information, questions, or comments from the public, pertinent to the matters under discussion.
 - (3) Public input for quasi-judicial proceedings and other actions covered by specific rules of procedure are governed by the applicable rules.
 - (4) Comments on certain matters may be restricted to the date and time they are considered under an agenda, such as those requiring a public hearing or subject to a public participation plan.

(c) Time limits.

- (1) The chair may set uniform time limits or time allocations for testimony as necessary to manage the orderly progress of the meeting.
- (2) As time allows, additional time may be allowed by the chair to an individual or group, after everyone else has spoken.
- (3) Spokesperson for a group. In order to expedite matters and to avoid repetitious presentation, delay or interruption of the orderly business of the Council, whenever any group of persons wishes to address the Council on the same subject matter, the chair may request that a spokesperson be chosen by the group to address the Council. However, being a member of a group shall not preclude an individual from stating that they agree or disagree with the spokesperson, or from presenting additional comments not addressed by the spokesperson.

(d) Method of addressing Council.

- (1) A person desiring to address the Council must first obtain the permission of the chair.
- (2) A person addressing the Council must:
 - (i) provide their name for the record;
 - (ii) confine their remarks to those relevant the issues being considered.

(e) Disruptions.

- (1) The chair should maintain control over interruptions and disruptive behavior.
- (2) No person may:
 - (i) engage in any indecorous, abusive or inappropriate language;
 - (ii) make personal attacks on any other person;
 - (iii) impugn the integrity, honesty, or motives of any person;
 - (iv) in any way make slanderous remarks;
 - (v) wave signs, cheer or applaud, or take disruptive actions.
- (3) Any person whose comments have been ruled out of order by the chair must immediately cease and refrain from further improper comments. Anyone who persists in making "out of order" comments, interrupting others, or otherwise disrupting the meeting is subject to removal from the meeting.
- (4) In the event that any meeting is interrupted by a person or group of persons so as to render the orderly conduct of such meeting unfeasible, and order cannot be restored by the removal of individuals who are interrupting the meeting, the members of the Council may vote to order the meeting room cleared and continue in session or may adjourn the meeting and reconvene at another location selected by majority vote of the members.

9 Council Meetings—Records

9.1 Recording. City staff must make audio and video recordings of all City Council meetings, and maintain an archive of all such recordings on the City website for access by the public.

9.2 Minutes

- (a) City staff must prepare minutes of all Council meetings and provide to each Councilmember for approval at a subsequent meeting.
- (b) Approved meeting minutes must be published on the City website.

10 Council Committees

10.1 Purpose.

- (a) Council Committees are for the purpose of studying and considering policy issues, and bringing recommendations on issues forward to the full Council for consideration. Issues may be referred to a Committee by the Council for the Committee to review and make a recommendation back to the Council. Issues may also be brought to a Committee's attention by any Councilmember, by City staff, or by the public through a Councilmember or staff. Committees will also assist staff by reviewing issues in advance of their presentation to the full Council.

10.2 Council Committees do not represent, and may not speak for, the City Council.

10.3 Standing Committees.

- (a) The Mayor Pro-Tem must appoint three Councilmembers to each standing committees at the second regular meeting of each year that follows a general municipal election. The appointments must be confirmed by the City Council.
- (b) The following standing committees are established for the purposes described:
 - (1) **Access – Anacortes Fiber Internet;** to make recommendations on Access projects, processes, and procedures.
 - (2) **Economic Development;** to make recommendations regarding economic development within the City of Anacortes.
 - (3) **Finance;** to make recommendations on the municipal budget, capital facilities financing, and to approve transactions as authorized by municipal code.
 - (4) **Housing Affordability and Community Services;** to develop a draft strategic plan to improve housing affordability and make recommendations on budget and CDBG grant allocations for social services.
 - (5) **Information Technology;** to make recommendations regarding City computing policies and procedures.
 - (6) **Library and Museum;** to make recommendations regarding Library and Museum policies and procedures.
 - (7) **Personnel;** to make recommendations regarding positions and personnel policies.
 - (8) **Planning;** to make recommendations regarding land use, comprehensive planning,

and development regulations.

- (9) **Parks and Recreation:** to make recommendations regarding park, recreation, and trail facilities, activities, and policies.
- (10) **Public Works:** to make recommendations regarding public works and city utilities.
- (11) **Public Safety:** to make recommendations regarding public safety, including the police and fire departments and emergency medical services.

10.4 Ad Hoc Committees. The Mayor Pro-Tem may appoint Ad Hoc Committees to consider and make reports or policy recommendations on specific topics. The appointments must be confirmed by the City Council.

10.5 Committee Meetings.

- (a) Council Committees may set their own meeting times, agendas, and work programs.
- (b) The regular Council Committee meeting schedule must be posted on the City website and upcoming meeting times should included on Council agendas.
- (c) A Committee may call a special meeting or re-schedule a regular meeting at any time with 24-hour notice consistent with RCW 42.30.080.
- (d) The Committees may prioritize the various issues that are put before them, and determine which ones to work on.
- (e) If an issue is referred to a Committee by Council vote, with a request for the Committee to make a recommendation back to Council, that issue shall have a high priority.
- (f) Duty to avoid a quorum. No more than three Councilmembers may attend any Committee meeting. A Councilmember may attend a committee meeting in the absence of a regular member if asked to do so by the remaining regular Committee members to facilitate the work of the Committee.

10.6 Committee Reports.

- (a) At regular council meetings, each committee that has met since a prior council meeting should provide a report of the committee's business.
- (b) Committees may request time at a full Council meeting for:
 - (1) discussion of an issue that the Committee is working on; or
 - (2) presentation of the Committee's formal recommendations to the Council with a request for Council action.
- (c) When the Committee members are not unanimous in their recommendation, a minority viewpoint may be presented.

10.7 Council Representatives

- (a) The Mayor Pro-Tem may appoint a Councilmember to be a Council representative or liaison to a community organization, a neighborhood group, a committee or group of another governmental entity, or in some way to coordinate between the Council or City and another group. The appointment must be confirmed by the City Council.
- (b) Council representatives must regularly report to the City Council.

11 Suspension and Amendment of these Procedures

- 11.1 Suspension of the Rules.** Any provision of these rules not governed by other laws may be suspended until the next meeting by 2/3 vote of those Councilmembers present.
- 11.2 Amendment of the Rules.** These rules may be amended or new rules adopted by a vote of at least four Councilmembers, provided that the proposed amendments or new rules must have been introduced at a prior Council meeting.

Attachment B—Rules of Debate

1.1 Generally

- (a) Unless otherwise stated in this document, or unless in conflict with state law, the Mayor shall maintain order, control the manner of discussion among the Councilmembers, and implement the City Council's rules. If a question arises regarding the application of the rules, any two members can appeal to the Council for a decision.
- (b) The presiding officer shall determine all points of order subject to the right of any Councilmember to appeal to the Council. If any appeal is taken, the point of order shall be decided by vote of the Council.

1.2 Introduction of Business

- (a) The presiding officer shall state all questions coming before the Council, provide opportunity for discussion from the floor where required by ordinance or statutes, or these rules of procedure, and at other times at his or her discretion, and announce all decisions of the Council.
- (b) The Mayor shall introduce each item of business and refer it to the appropriate spokesperson for explanation to the entire Council.

1.3 Right to Speak.

- (a) Each Councilmember desiring to speak shall address the presiding officer, and the Mayor shall recognize members of the Council in the order that they request the floor.
- (b) Upon recognition, each Councilmember shall confine his or her comments to the issues being considered. At the discretion of the Council, an informal conversational format may be utilized for discussion of some issues.
- (c) Interruptions. A member of the Council, once recognized, shall not be interrupted when speaking unless it is to call him or her to order. The Mayor shall maintain control over interruptions.

1.4 Motion Procedures.

- (a) Any Councilmember may make a motion with respect to the item of business on the floor.
- (b) Motions shall be clear and concise and not include statements for the motion within the motion.
- (c) If a motion does not receive a second, it dies. After a motion and a second, the Mayor shall restate the motion.
- (d) Motions that do not need a second include: nominations, agenda order, point of order, and adjournment. After consideration of the Mayor's ability to break a tie vote, according to State law, a motion that receives a tie vote is deemed to have failed.
- (e)
- (f) A motion to amend a motion, upon a second, may be discussed and must be decided before the principal motion is further considered.

- (g) A motion to postpone to a certain time, including later in the same meeting, is debatable, is amendable, and may be reconsidered at the same meeting. The question being postponed must be considered at a later time at the same meeting or at a future regular or special Council meeting.
- (h) Where there is insufficient information available to the Council to decide an issue, a motion to postpone to a time when the issue is deemed ready for further consideration may be made. A motion for consideration at such an indefinite time shall state with specificity the conditions to be met or deemed not meetable before the Council is to again consider the issue. If such a motion is seconded, it is debatable, amendable, and may be reconsidered at the same meeting. The question so postponed will be considered when the conditions have been met or are deemed impossible to meet.

1.5 Discussion.

- (a) Discussion of an issue may occur before a motion on the issue has been made. After a motion has been made and seconded, the Councilmembers may discuss their opinions on the issue prior to the vote; the post-motion discussion shall focus on the issue within the context of the merits of the motion.
- (b) All Councilmembers must be afforded an opportunity to speak on the issue. Public comment shall not be allowed when a motion is pending except at the request of a Councilmember to the Mayor to clarify the details of the issue at hand, for limited inquiry made to staff or legal counsel, or to a person who previously provided formal or informal testimony concerning the issue at hand. The Mayor shall insure that any response is limited to the inquiry made.

1.6 Closing Discussion.

- (a) A motion calling for the question shall close discussion on the main motion and is not debatable. Such a motion must receive a second and fails without a two-thirds (2/3) vote of those Councilmembers present.
- (b) Discussion is re-opened if the motion fails.

1.7 Voting.

- (a) The Mayor or recording secretary shall restate the motion prior to voting.
- (b) The recording secretary shall conduct any roll call votes.
- (c) No Councilmember shall be allowed to pass when called upon and then vote later in the order.
- (d) Councilmembers may abstain from the entire vote only where disqualified by reason of conflict of interest or where approved by the Mayor due to the Councilmember's non-participation in earlier proceedings concerning the subject of the motion. Should any Councilmember nonetheless fail to vote when his/her name is called or otherwise abstain, his/her vote will be counted as an "aye" on the question.
- (e) To meet a "two thirds of Councilmembers present" requirement, the vote must be as follows:
 - (1) if seven (7) members are present, then five (5) must vote in the affirmative;
 - (2) if six or five (6 or 5) members are present, then four (4) must vote in the affirmative;

(3) if four (4) members are present, then three (3) must vote in the affirmative.

(f) At the conclusion of any vote, the Mayor shall inform the Council of the result of the vote. The recording secretary may confirm the result.

1.8 Informal Concurrence. When the Council concurs or agrees with an item that does not require a formal motion, the Mayor will summarize the agreement at the conclusion of the discussion. Unless objection is made by a Councilmember after such a summary, the summary stands. If objection is made, the matter should be decided by formal motion.

1.9 Reconsideration. When a question other than: (a) a bond resolution; (b) a quasijudicial decision; (c) an ordinance enacting or amending a comprehensive plan, a development regulation, or the Shoreline Master Program; or (d) in reliance on which City staff has already acted and has been decided by vote of the Council, any Councilmember who voted in the majority may move for reconsideration. A motion for reconsideration may occur no later than the next following regular business meeting of the Council. Any such motion must receive a second to be considered.

Certificate Of Completion

Envelope Id: 9A28EBEB66844A9DB0CDDC1F49C85325

Subject: SIGNATURE REQUIRED: Approved Resolution 3094

Source Envelope:

Document Pages: 18

Signatures: 3

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Enveloped Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:

City Clerk

PO Box 547

904 6th St

Anacortes, WA 98221

cityclerk@cityofanacortes.org

IP Address: 23.90.91.2

Record Tracking

Status: Original

7/5/2022 10:13:03 PM

Holder: City Clerk

cityclerk@cityofanacortes.org

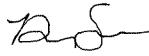
Location: DocuSign

Signer Events

Darcy Swetnam

darcys@cityofanacortes.org

City Attorney

Security Level: Email, Account Authentication
(None)**Signature**

Signature Adoption: Drawn on Device

Using IP Address: 23.90.91.2

Signed using mobile

Timestamp

Sent: 7/5/2022 10:14:36 PM

Viewed: 7/7/2022 8:12:27 AM

Signed: 7/7/2022 8:12:42 AM

Electronic Record and Signature Disclosure:

Accepted: 7/7/2022 8:12:27 AM

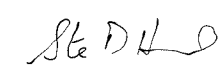
ID: c5124462-b958-4790-a62d-08201e1676f0

Steve Hoglund

steveh@cityofanacortes.org

City Clerk/Treasurer

City of Anacortes

Security Level: Email, Account Authentication
(None)

Signature Adoption: Drawn on Device

Using IP Address: 23.90.91.2

Sent: 7/5/2022 10:14:36 PM

Viewed: 7/6/2022 8:22:15 AM

Signed: 7/6/2022 8:22:21 AM

Electronic Record and Signature Disclosure:

Accepted: 1/8/2019 2:26:27 PM

ID: 9b1630a8-aa5f-4ac5-93eb-5700d104d979

Matt Miller

mattm@cityofanacortes.org

Mayor

City of Anacortes

Security Level: Email, Account Authentication
(None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 23.90.91.2

Sent: 7/7/2022 8:12:43 AM

Viewed: 7/7/2022 8:17:10 AM

Signed: 7/7/2022 8:17:29 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/5/2022 10:14:37 PM
Certified Delivered	Security Checked	7/7/2022 8:17:10 AM
Signing Complete	Security Checked	7/7/2022 8:17:29 AM
Completed	Security Checked	7/7/2022 8:17:29 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

RESOLUTION 3141

**A Resolution Amending the City Council's Rules of Procedure to
Limit Public Comment to Matters Specifically Pertaining to
the City of Anacortes**

Whereas the City Council last readopted its rules of procedure by Resolution 3094 in 2022;

Whereas the City Council's public comment period was recently used to spread anti-Semitic hate speech;

Whereas the City Council adopted Resolution 2060 in 2019 to reject and condemn acts of hate speech;

Whereas the City Council does not intend for its meetings to facilitate or be used as a platform for hateful public comment nor consumed by public comment unrelated to the city;

Whereas the City cannot restrict public comment based on viewpoint but may adopt viewpoint-neutral restrictions on public comment;

Now therefore be it resolved by the City Council that:

Section 1. Resolution 3094 section (8)(d) is amended to read as follows:

(d) Method of Addressing Council.

(1) A person desiring to address the Council must first obtain the permission of the chair.

(2) A person addressing the Council must:

(i) provide their name and city of residence for the record;

(ii) confine their remarks to the agenda item being considered, or for the general public comment period, to matters specifically pertaining to the City of Anacortes.

Section 2. The City Clerk is directed to add the following to City Council meeting agendas:

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;
- on any other matter specifically pertaining to the City of Anacortes during the Public Comment agenda item.

PASSED by the City Council this 11th day of December, 2023.

CITY OF ANACORTES



Matt Miller, Mayor

ATTEST:

Philip Steffen for Steven D. Hoglund

Steven D. Hoglund, City Clerk

APPROVED AS TO FORM:

Darcy Swetnam

Darcy Swetnam, City Attorney

Certificate Of Completion

Envelope Id: 44AA1755467A4EAC8345F4378B7097E8

Status: Completed

Subject: SIGNATURE REQUIRED: Approved Resolution 3141

Source Envelope:

Document Pages: 2

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

City Clerk

AutoNav: Enabled

PO Box 547

Enveloped Stamping: Enabled

904 6th St

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Anacortes, WA 98221

cityclerk@cityofanacortes.org

IP Address: 23.90.91.2

Record Tracking

Status: Original

Holder: City Clerk

Location: DocuSign

12/11/2023 9:33:12 PM

cityclerk@cityofanacortes.org

Signer Events**Signature****Timestamp**

Darcy Swetnam

darcys@cityofanacortes.org

City Attorney

Security Level: Email, Account Authentication
(None)

Sent: 12/11/2023 9:35:16 PM

Resent: 12/14/2023 4:25:50 PM

Viewed: 12/17/2023 11:26:26 AM

Signed: 12/17/2023 11:26:38 AM

Signature Adoption: Drawn on Device

Using IP Address: 168.99.13.3

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 12/17/2023 11:26:26 AM

ID: d3d95dc9-967a-4016-ac9f-2bf178db2bab

Philip Steffen for Steven D. Hoglund

steffenp@cityofanacortes.org

Finance Manager

Security Level: Email, Account Authentication
(None)

Sent: 12/11/2023 9:35:17 PM

Viewed: 12/12/2023 8:04:27 AM

Signed: 12/12/2023 8:05:45 AM

Signature Adoption: Pre-selected Style

Using IP Address: 23.90.91.2

Electronic Record and Signature Disclosure:

Accepted: 12/12/2023 8:04:27 AM

ID: f7d845e6-2046-4d6f-87a0-677f6669797a

Matt Miller

mattm@cityofanacortes.org

Mayor

City of Anacortes

Security Level: Email, Account Authentication
(None)

Sent: 12/17/2023 11:26:39 AM

Viewed: 12/18/2023 1:53:59 PM

Signed: 12/18/2023 1:54:07 PM

Signature Adoption: Uploaded Signature Image

Using IP Address: 23.90.91.2

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/11/2023 9:35:17 PM
Certified Delivered	Security Checked	12/18/2023 1:53:59 PM
Signing Complete	Security Checked	12/18/2023 1:54:07 PM
Completed	Security Checked	12/18/2023 1:54:07 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

TJ Fantini

3602 W 5th St.

Anacortes, WA 98221

tjf@anacorteswa.gov

(818) 259-3613

Mayor Miller and Members of the Anacortes City Council

904 6th Street

Anacortes, WA 98221

May 27, 2025

Subject: Request for Governance Reforms at June Council Retreat – Transparency, Fairness, and Efficiency

Dear Mayor Miller and Council Members,

As we approach the June council retreat, I urge you to prioritize critical updates to our City Council procedures to **enhance transparency, fairness, and public trust** in our local government. The current structure has served us well, and with growing civic engagement and evolving best practices, now is the time to modernize our governance.

Specifically, I request that the following reforms be added to the retreat agenda for discussion and eventual action:

1. Replace Small Committees with a Committee-of-the-Whole Structure

The current small committee system limits full council engagement and can obscure decision-making. I propose fully transitioning to a Committee-of-the-Whole model, where all council members participate in discussions as one body. A Committee-of-the-Whole approach would:

- **Enhance Transparency** – All council members would participate in discussions, ensuring decisions are made in full view of the public rather than in fragmented, less visible committees.
- **Improve Collaboration** – Every council member would have equal access to information and deliberation, reducing silos and fostering more informed, unified decisions.
- **Increase Efficiency** – Eliminating redundant committee meetings streamlines governance, saving time for both council members and city staff.

- **Strengthen Public Trust** – Residents deserve to see their elected officials working together as a full body, not just in select subgroups where key recommendations may be made without full council input.

Exceptions: Some committees, like the Lodging Tax Advisory Committee (mandated by state law), would remain intact due to their required structure. However, all other standing committees (e.g., Finance, Planning, Public Safety, Public Works, HACCS, etc) would be absorbed into the Committee-of-the-Whole.

2. Adopt a Strong Code of Ethics for All Elected Officials

A formal Code of Ethics is essential to maintaining public confidence. It should:

- **Set Clear Standards** – Define expectations for conduct, conflicts of interest, and accountability.
- **Increase Public Confidence** – Residents deserve assurance that decisions are made ethically, not for personal or political gain.
- **Align with Best Practices** – Most well-run municipalities have such codes to prevent misconduct and maintain integrity.
- **Require Recusals** for conflicts of interest (financial, familial, or personal).
- **Prohibit Retaliation** against staff or residents who voice dissent.
- **Mandate Annual Ethics Training** to reinforce accountability.

3. Strengthen Public Comment & Meeting Accessibility

Recent updates (Resolution 3141) were a good start, but we can go further by:

- **Guaranteeing Equal Time** (e.g., 2-3 minutes per speaker) and clear rules for handling disruptions.
- **Formalizing Virtual Participation** to ensure all residents, including those with disabilities or scheduling conflicts—can engage.

4. Enhance Voting & Agenda-Setting Practices

- **Roll-Call Votes for Key Decisions** – Ensure every member’s position is recorded publicly.
- **Fairer Agenda Access** – Allow any two councilmembers (not three) to add items without mayoral override, fostering inclusivity.

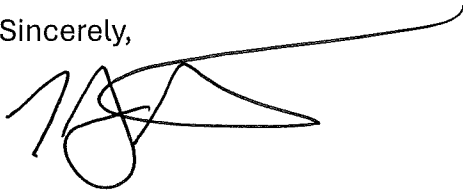
These reforms align with best practices in open government and address resident concerns about fairness and accountability. They are not about undermining existing work but about strengthening trust in our local democracy. Residents deserve to see their elected officials working together transparently, with clear rules that promote fairness.

Next Steps

I respectfully ask that these items be added to the June retreat agenda for robust discussion and a clear action plan. By working together on these improvements, we can ensure Anacortes remains a leader in open and effective governance. Our community deserves a government that is as collaborative, transparent, and forward-thinking as the people it serves.

Thank you for your leadership and consideration. I'm happy to discuss these ideas further or provide additional details.

Sincerely,

A handwritten signature in black ink, appearing to be 'TJ Fantini', with a long horizontal flourish extending to the right.

TJ Fantini

Anacortes City Council Member, Ward 3

Memorandum



To: City Council
From: Councilmember Ryan Walters
Date: June 12, 2025
Re: Additional Council Procedures Updates

In addition to or in lieu of those revisions that have been proposed by others, I propose that the City Council consider revisions to Council procedures as follows:

- 1 Include restatement of council authority based on RCW 35A.11.020
- 2 Create position of “council president,” with defined duties in service to the council separate from any service as mayor pro tem
- 3 Established preferred requirements for agenda item cover sheets
 - 3.1 Separate cover sheets for contracts vs other types of agenda items
 - 3.2 Budgeted/earmarked/CFP expense (in lieu of “requires budget amendment”)
 - 3.3 Clarify what "staff contact" means and why there are multiple contacts, note not author is not always staff
 - 3.4 Clarify what “approved for submittal to council” means
 - 3.5 Replace BARS number with identification of various funding sources
 - 3.6 Reconsider including “views of others”
 - 3.7 Require maps
- 4 Articulate expectations of staff with respect to Council
 - 4.1 Provide materials in advance of Monday night, exception for presentations that don’t include new material and late-breaking information
 - 4.2 Obligation to follow-up on council requests
 - 4.3 Define duties of clerk to track council requests, receive and prepare notices, etc.
 - 4.4 Compliance with AMC 9.08.010
 - 4.5 Notify us of pending applications/appeals that will be council quasi-judicial matters
- 5 Conduct of meetings
 - 5.1 Change “mayor” to “chair” in most cases in the text, because presiding officer is not always the mayor (see definitions)
 - 5.2 Request general reason for absence to qualify for excused absence
 - 5.3 Prohibit campaigning (e.g., for candidates, ballot measures) by anyone, councilmembers or by public during public comment
 - 5.4 Adopt procedures/checklist for quasi-judicial matters

- 5.5 Provide procedure for entry into exec session at any time when needed
- 5.6 Clarify two-read rule to apply only to regulatory, non-emergency ordinances (e.g., not the budget, not moratoria, not vacations)
- 5.7 Replace Attachment B with adoption of Roberts Rules
- 6 Public comment
 - 6.1 Require statement of what neighborhood commenter lives in or other mechanism to identify commenters who do not live in Anacortes
 - 6.2 Revise limitation on public comment to be consistent with other cities, to limit to matters on the agenda or matters within the City Council's authority
 - 6.3 Revise limitation on applause to allow during announcements
 - 6.4 Require zoom commenters to register in advance, while complying with RCW 42.30.240
 - 6.5 Provide limited ability for council to respond to public comments
 - 6.6 Describe the extent to which meeting minutes must document public comment
- 7 OPMA
 - 7.1 Clarify how a councilmember can send information to the entire council
 - 7.2 Note obligation of staff to NOT schedule topics for multiple committees, to avoid serial meetings
 - 7.3 Address situations where we're currently issuing a "Notice of Council Attendance" which is not a type of notice recognized by OPMA
 - 7.4 For executive sessions, add reference to RCW 42.23.070(4) and RCW 42.23.050 for prohibition on revealing exec session information
- 8 Committees
 - 8.1 Reduce the number of standing committees through consolidation or deletion (e.g., Planning/HACS; IT/Fiber)
 - 8.2 Create charters for each standing committee
 - 8.3 Clarify that committees are for the purpose of generating policy, not simply hearing what is happening in various departments
 - 8.4 Clarify purpose of committee reports
- 9 Specify scheduled time for reconsideration of ordinances that have been vetoed

CITY COUNCIL
PROCEDURES
WORKSHOP
SEPTEMBER 8, 2025



BACKGROUND

- Prior city council procedures and council committee structure discussions
 - July 21, 2025 city council meeting
 - June 12, 2025 City Council/Mayor/Department Head Retreat.
- In preparation city council members and city staff provided feedback

DocuSign Envelope ID: 5A2BEB-6B4-46D-8CDD-CC1740B8E25

RESOLUTION NO. 3894

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES ADOPTING UPDATED CITY COUNCIL PROCEDURES

WHEREAS, On April 4, 2016, City Council adopted Resolution 1949 repealing Resolutions 1867 and 1923, and adopting new Council procedures, which have since been updated from time to time as Council has identified policy changes that were determined to be in the best interest of the City, and

WHEREAS, On June 27, 2022 City Council adopted resolution 5091, which identified all standing City Council Committees including several that are not currently listed in the City Council Procedures, and

WHEREAS, City Council has determined that all standing committees should be listed in the Council Procedures.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Anacortes, Washington, that the City Council Procedures are hereby amended to include the following Council Committees: Access – Anacortes Fiber Internet, Economic Development, Finance, Housing Affordability and Community Services, Information Technology, Library and Museum, Personnel, Planning, Parks and Recreation, Public Works, and Public Safety.

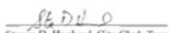
INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES on this 5th day of July 2022.


MATT MILLER, MAYOR

Approved as to form and legality:

ATTEST:


Darcy Swetnam, WSBA #40530
City Attorney


Steven D. Hoglund, City Clerk/Treasurer

BROAD TOPICS OF DISCUSSION

- Changes to Committee Structure
- Conduct of Meetings
- Public Comment
- Agenda
- Ethics
- Expectations of Staff
- Open Public Meetings Act

COMMITTEE STRUCTURE

- Replace current council committees with a committee-of-the-whole structure
- Evaluate the number of council meetings each month
- Transition some council meetings into council work sessions
- Consolidate current committees
- Consider term limits on committees
- Create charter for committee and clarify purpose of generating policy

CONDUCT OF MEETINGS

- Establish who acts as mayor in absence of mayor and mayor pro tem
- Formalize number of meetings councilmembers may attend remotely
- Consider whether there should be a limit on virtual attendance by Council and/or a requirement that remote Councilmembers keep their camera on during meeting
- Discuss number of absences a councilmember may have (excused or unexcused) and provide general reason for absence to be excused
- Replace term “mayor” with “chair” in most cases
- Prohibit any campaigning
- Adopt procedures for quasi-judicial matters and entry into executive session
- Clarify two read rule
- Adopt Roberts Rules of Order
- Roll call key decisions
- Change number of councilmembers necessary to add item to agenda without mayoral override

AGENDA

- Update what can be added to agenda if study sessions replace some of the regular meetings
- Evaluate Two Read Rule requirements
- Reevaluate agenda memo and format requirements. Differentiate requirements for contract agenda memos. Identify backup materials required in packets.
- Modify consent agenda language to comply with current RCW. Evaluate items that can included on consent agenda.
 - Contracts for goods/materials/supplies not connected to a public work project
 - Contract modifications
 - Interlocal agreements
 - Interlocal amendments

PUBLIC COMMENT

- Require commenter to identify what City they live in
- Limit public comment to matters on the agenda or matters within City Council's authority
- Limit applause to during announcements
- Formalize online participation requirements
 - Require pre-registration
 - Require video to be on
 - Another option, eliminate remote testimony
- Provide limited ability for council to respond to public comment
- Describe how public comments are documented in meeting minutes
- Standardize amount of time allowed each speaker
- Address how disruptions are handled
- Clarify commenter is addressing council
- Limit use of presentations during public comment

ETHICS

- Adopt a code of ethics for all elected officials

EXPECTATIONS OF STAFF

- Articulate expectations of staff
- Provide materials in advance of meeting
- Follow through on council request
- Define city clerk duties
- Comply with AMC 9.08.010
- Notify of potential quasi-judicial matters

OPEN PUBLIC MEETINGS ACT

- Clarify how councilmember can communicate via email with entire council
- Avoid serial meetings through multiple council committees' discussion on same topic
- Consider changing language in Section 10.5(f) which allows a councilmember to attend a committee meeting in place of an absent regular councilmember. This could lead to serial meetings and OPMA issues if four councilmembers ultimately end up discussing the same issue over the course of a couple of committee meetings.
- Review “Notice of Council Attendance” practice
- Add RCE references on prohibition of revealing executive session information (RCW 42.23.070(4) and 42.23.050)

MISCELLANEOUS

- Restate council authority based on RCW 35A.11.020
- Create Council President position, separate from may pro tem
- Specify timeframe for reconsideration of vetoed ordinances
- Delete 5.3(d) unless moving to a committee of the whole structure
- Align 7.4(a)(2) with practice of Unified Fee Schedule being adopted by resolution
- Clarify and define “applicable rules” in 8(b)(3) for input on quasi-judicial proceedings
- Consider changing language in section 10.5(f) which allows councilmember to attend a committee meeting in place of another councilmember to avoid potential serial meeting and OPMA issue