1. Agenda

    Documents:

        04-25-2019 CITY COUNCIL MEETING AGENDA.PDF

2. Meeting Materials

    Documents:

        4-11-19 CITY COUNCIL MEETING MINUTES.PDF
        4A NATIONAL DAY OF PRAYER.PDF
        CDC MEETING MINUTES.PDF
        CITY HALL HVAC BARRON.PDF
        FINANCE - VOUCHERS.PDF
        PLANNING COMMISSION MEETING MINUTES JAN - MARCH.PDF
        POLICE COMPSTAT.PDF
        POLICE STATION CITY HALL COMMERCE GRANT.PDF
        PUBLIC WORKS.PDF
        PURCHASE MIXER FOR WWTP.PDF

AGENDA
CITY COUNCIL REGULAR MEETING
Thursday, April 25, 2019 – 7:00 p.m.
Stanwood-Camano School District
Administration Building Board Room
26920 Pioneer Highway, Stanwood, WA 98292

1. **CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **APPROVAL OF THE AGENDA**
4. **PRESENTATION**
   a. Proclamation-National Day of Prayer May 2, 2019
5. **CITIZEN COMMENTS**
6. **STAFF REPORTS**
   a. Police Compstat Report – March 2019
   b. Planning Commission Minutes – January, February and March 2019
7. **COMMITTEE REPORTS**
   a. Public Works
   b. Community Development
8. **CONSENT AGENDA**
   a. Approve Vouchers and Payroll Checks
   b. Approve April 11, 2019 Regular Meeting Minutes
9. **NEW BUSINESS**
   a. Authorize the Mayor to sign the Police Station / City Hall Commerce Grant
   b. Authorize the Mayor to sign a contract with Barron Heating and Air Conditioning
   c. Authorize the purchase of a mixer for the WWTP from APSCO
10. **REPORTS OF OFFICERS AND COMMITTEES**
    a. Mayor's Report
    b. City Administrator's Report
    c. Councilmember Reports/Questions
11. **CITIZEN CLOSING COMMENTS**
12. **ADJOURN TO EXECUTIVE SESSION TO DISCUSS REAL ESTATE ACQUISITION/SALE, RCW 42.30.110(1)(B); AND POTENTIAL OR PENDING LITIGATION, RCW 42.30.110(1)(i)**
13. **RECONVENE AND ADJOURN**

Upcoming Meetings:
May 9, 2019 Regular Meeting
May 23, 2019 Regular Meeting

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	8b
DATE:	April 25, 2019
SUBJECT:	City Council April 11, 2019 Regular Meeting Minutes
CONTACT PERSON:	Sara Robinson, Deputy Clerk
ATTACHMENTS:	A – Council Regular Meeting Minutes

SUMMARY STATEMENT

Minutes of the April 11, 2019 Regular City Council Meeting are attached.

RECOMMENDED MOTION

I MOVE TO APPROVE THE MINUTES OF THE April 11, 2019 REGULAR COUNCIL MEETING AS PRESENTED.

CITY OF STANWOOD

Regular Meeting of the City Council
Thursday, April 11, 2019 – 7:00 p.m.
Stanwood Camano School District Administration Board Room

MINUTES

1. Call to Order and Pledge of Allegiance

Mayor Leonard Kelley called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

2. Roll Call

Deputy Clerk Sara Robinson called the roll with the following Councilmembers present: Rob Johnson, Dianne White, Elizabeth Callaghan, Timothy Pearce, Larry Sather, Kelly McGill, and Judy Williams. The meeting was quorate.

Also present: Assistant Public Works Director/City Engineer Shawn Smith, Community Development Director Patricia Love, Senior Accountant Wendy Dowhower, Fire Chief John Cermak, City Attorney Brett Vinson, City Administrator Jennifer Ferguson, Deputy Clerk Sara Robinson and Deputy Clerk Erica Schorn.

3. Approval of the Agenda

Motion by Councilmember Sather, second by Councilmember McGill, to amend the agenda to add Item 12 Executive Session to Discuss Real Estate Acquisition/Sale, RCW 42.30.110(1)(B); and Potential or Pending Litigation RCW 42.30.110(1)(i). Motion carried unanimously.

Motion by Councilmember Sather, second by Councilmember Johnson, to amend the agenda to delete Item 11. Johnson – yes, White-yes, Callaghan-yes, Pearce-yes, Sather – yes, McGill – no, Williams – yes. Motion carried.

Motion by Councilmember Sather, second by Councilmember Johnson to approve the agenda as amended. Motion carried unanimously.

4. Citizen Comments

Tim Schmitt – 27308 101st Ave

Mr. Schmitt would like the council to take a pro or con position on the proposed tiny home homeless project on Camano Island. Wants to make sure Stanwood's voice is heard.

5. Staff Reports

a. Economic Development Board Meeting Minutes March 21, 2019

6. Committee Reports

a. Finance
b. Public Works

7. Consent Agenda

a. Approve Vouchers and Payroll Checks
b. Approve March 28, 2019 Regular Meeting Minutes
c. Approve Touch-a-Truck Special Event Permit and City Contribution
d. Approve the Mayor's Appointment to PTAC
e. Authorize the Mayor to Sign MRSC Roster Agreement
f. Authorize the Mayor to Sign Indemnification Agreement for use of Thrifty Foods Lot

Motion by Councilmember Sather, Second by Councilmember Johnson, to approve the consent agenda items a through f. Motion carried unanimously.

8. Old Business

a. Ordinance 1473 2019-20 Budget Amendment No.1, Second Reading & Final Adoption

Jennifer Ferguson, City Administrator presented the Second Reading of the Ordinance 1473 amending the 2019-20 Biennial Budget. The primary reasons for the amendment are to adjust beginning cash balance, transfer surplus dollars for capital investments, additional resources for professional services, additional resources for maintenance and operations, and shifting projects from one year to the next based on funding that was identified.

Motion by Councilmember Sather, second by Councilmember Johnson, to approve second reading and final adoption of Ordinance 1473 Amending the 2019-20 budget as presented. Motion carried unanimously.

9. New Business

a. Authorize the Mayor to Accept WCIA Risk Mitigation Grant

Shawn Smith, Assistant Public Works Director/City Engineer presented the request to accept the WCIA Risk Mitigation Grant funds in the amount of $22,500. The funds will be used in the Foxhill neighborhood to repair the sidewalks.

Motion by Councilmember Sather, second by Councilmember McGill to authorize the Mayor to sign the Grant Agreement with the Washington Cities Insurance Authority and accept the Grant Award of $22,500. Motion carried unanimously.

b. Authorize the Mayor to Sign ALEA Grant and Approve Scope of Work with JA Brennan

Patricia Love, Community Development Director presented the grant for the Aquatic Lands Enhancement Grant with the Recreation and Conservation Office that was applied for by the city in 2016 to support construction of the boat ramp at the Hamilton Landing Park. This is a joint project with Washington Department of Fish and Wildlife who will be constructing the boat ramp with a different grant. The city will be supplementing the project with vehicle parking, non-

motorized boat ramp and drainage facilities. The two projects together will complete the first phase of the master plan for Hamilton Landing Park project.

The City anticipates the project will be under construction by the summer of 2020.

Motion by Councilmember Sather, second by Councilmember Callaghan, to authorize the Mayor to sign the Aquatic Lands Enhancement Grant with the Recreation and Conservation Office to accept Grant funding in the amount of $500,000 for Hamilton Landing Park. Motion carried unanimously.

Motion by Councilmember Sather, second by Councilmember Callaghan, to approve the scope of work in attachment "B" with JA Brennan not to exceed $150,000 for design and engineering services related to Hamilton Landing Park. Motion carried unanimously.

10. Reports of Officers and Committees

a. Mayor's Report

This weekend is the biannual Stanwood-Camano Quilt Show.
Touch-a-truck event is coming up on May 4.
Tonight is Deputy Clerk Erica Schorn's last Council meeting. Thank you to Erica for all of her hard work.
Councilmembers need to complete Public Disclosure Commission Form F-1 filing by the 15th.

b. City Administrator's Report

The Spring-Summer Discover Stanwood Camano issue is out and is full of things going on in our community. Reminder to be sure to follow the city on Social Media sites– Facebook, Instagram & Twitter as well as Discover Stanwood Camano.
The City of Stanwood Tourism Promotion Grant spring offering is now open to folks who put on events. Eligible marketing activities and items are advertising and publicizing of an event. Applications are due the last day of May.
2019 Volunteer Opportunities include adopt a street, adopt a park and clean sweep as well as beautification projects such as flower beds, planters or benches. The volunteer appreciation event was held tonight. Thank you to Krista Hintz who planned tonight's event.

c. Councilmember Reports and Questions

Councilmember McGill will not be seeking re-election for his seat at the end of his term.

Councilmember White thanked the Council for excusing her absence from the last meeting.

Councilmember Johnson and Councilmember Williams have been spending time with the North County Fire Authority. It has been valuable time spent and is appreciated.

Councilmember Williams agrees that the Fire Department has been wonderful and is very excited about the changes that are being made, and would also like to wish Erica the best.

11. Citizen Closing Comments – Removed from Agenda

12. Adjourn to Executive Session – RCW 42.30.110(1)(B) and RCW 42.30.110(1)(i)

Mayor Kelley adjourned the meeting to Executive Session at 7:21 pm for 20 minutes with no action anticipated.

At 7:41 pm an additional 10 minutes was requested.

13. Reconvene and Adjourn

Mayor Leonard Kelley adjourned the meeting at 7:57 p.m.

CITY OF STANWOOD

Leonard Kelley, Mayor

ATTEST:

Sara Robinson, Deputy Clerk

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 4a

DATE: April 25, 2019

SUBJECT: Proclaiming May 2, 2019 as National Day of Prayer

CONTACT PERSON: Leonard Kelley, Mayor

ATTACHMENTS: A – National Day of Prayer Proclamation

SUMMARY STATEMENT

The Proclamation proclaiming May 2, 2019 as National Day of Prayer is attached.

ATTACHEMENT A

CITY OF STANWOOD

PROCLAIMING MAY 2, 2019 AS

NATIONAL DAY OF PRAYER PROCLAMATION

WHEREAS, Throughout our history, Americans have turned to prayer for strength, inspiration, and solidarity.

WHEREAS, Prayer has played an important role in the American story and in shaping our Nation's leaders. President Abraham Lincoln once said, "I have been driven many times upon my knees by the overwhelming conviction that I had nowhere else to go. My own wisdom and that of all about me seemed insufficient for the day."

WHEREAS, It is thus fitting that, from the earliest years of our country's history, Congress and Presidents have set aside days to recognize the role prayer has played in so many definitive moments in our history. On this National Day of Prayer, let us follow the example of President Lincoln. Let us be thankful for the liberty that allows people of all faiths to worship or not worship according to the dictates of their conscience, and let us be thankful for the many other freedoms and blessings that we often take for granted.

Let us pray for the men and women of our Armed Forces and the many selfless sacrifices they and their families make on behalf of our Nation. Let us pray for the police officers, firefighters, and other first responders who put themselves in harm's way every day to protect their fellow citizens. And let us ask God for the sustenance and guidance for all of us to meet the great challenges we face as a Nation.

Let us remember in our thoughts and prayers those who have been affected by natural disasters at home and abroad in recent months, as well as those working tirelessly to render assistance. And, at a time when many around the world face uncertainty and unrest, but also hold resurgent hope for freedom and justice, let our prayers be with men and women everywhere who seek peace, human dignity, and the same rights we treasure here in America.

WHEREAS, The Congress, by Public Law 100-307, as amended, has called on the President to issue each year a proclamation designating the first Thursday in May as a "National Day of Prayer."

NOW, THEREFORE, I, Leonard Kelley, Mayor of the City of Stanwood, Washington, do hereby proclaim May 2, 2019, as a National Day of Prayer. I invite all citizens of the City of Stanwood, Washington, as their own faith or conscience directs them, to join me in giving thanks for the many blessings we enjoy, and I ask all people of faith to join me in asking God for guidance, mercy, and protection for our City and Nation.

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of April, 2019.

City of Stanwood

_____

Leonard Kelley, Mayor

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7b

DATE: April 25, 2019

SUBJECT: Community Development Committee Meeting Minutes

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A – April 11, 2019 Meeting Minutes

SUMMARY STATEMENT

Minutes from the April 11, 2019 Community Development Committee meeting are attached to this staff report for approval as presented.

ATTACHMENT A

City Council
COMMUNITY DEVELOPMENT COMMITTEE
April 11, 2019 Meeting
Meeting Notes

Attendance:

Council Committee Members and Staff:
Elizabeth Callaghan, Councilmember
Rob Johnson, Councilmember
Dianne White, Councilmember
Judy Williams, Councilmember (Left after Dianne White Arrived)
Jennifer Ferguson, City Administrator
Patricia Love, Community Development Director

Public:
Tim Schmitt
Library Board Members

Excused Absences:
None

1. BUSINESS RETENTION PROGRAM:

Jennifer Ferguson, City Administrator, reviewed the general concept of a Business Retention and Expansion (BRE) program with the Committee. The BRE will focus on supporting the community's existing businesses through on-going engagement and information-sharing between the city's economic development professionals and local business owners. The intent is to work with existing businesses to form the foundation for local employment opportunities, stabilize our tax base, and serve as key engines for its overall economic growth.

Overall the Committee was supportive of the concept and encouraged staff to implement a strong communication and eduction work plan. It is important to accurately address business owner's expectations while working to promote a high quality of life model that focuses the "work here / live here" theme. Examples of needing clear communitations and management of expectations include addressing issues such as signage, housing affordability, and marketing efforts.

2. LIBRARY BOARD REQUEST:

The Stanwood Library Board has requested to amend the Annexation Agreement, dated January 2016, to remove the location and time restriction so that they may have better flexibility to plan for the Library's future. In this agreement, the Library agreed to stay in the downtown district until 2023.

The Committee had split opinions on this issue. Some felt is was worth discussing because it would move the facility out of the floodplain while others felt that removing all public facilities from the downtown could negatively impact the historic use and charm of the downtown area. The Library Board thanked the Committee for their consideration. Additional discussions on this issue is warrented.

3. SHORELINE CODE UPDATE:

Staff reviewed the componets of the draft Shoreline Management Regulations Code Amendment with the Committee. The amendments are mostly administrative in nature and include state mandates between 2007 and 2017 as well as minor local changes which have occurred since the last SMP adoption. The draft code is out for the required 30 day public review and the Planning Commission will be holding a public hearing on the amendment on May 20th with the City Council public hearing following thereafter. Staff will provide a copy of the draft code to the Committee prior to forwarding it to the full body of the City Council.

4. OVENELL BANNERS:

FOSPAT is interested in installing three murals / banners on the barn facing SR 532 at Ovenell Park. Two banners would have historic pictures of the Ovenell Farm and Native American Basket Waving while the third banner would promote the "Future Ovenell Park" theme. The Committee recommended that the Ovenell Park sign have a plain background (yellow with blue border), large letters, include the City logo and website. Staff will present their recommendation to the PTAC on April 15, 2019. The PTAC's recommendation will then be brought back to the Committee for their review before being presented to the full body of the City Council.

5. BUILDING AND INSPECTION SUPPORT SERVICES

The Council approved funds in the 2019/2020 budget to hire additional staff or consultants to provide building plan review and inspection services. Our first attempt to partner with Island County did not work as they hired a full time plan reviewer / inspector in early 2018 and do not anticipate needing any additional help. Staff is in the process of interviewing potential firms to help fill the gap: SafeBuilt, West Coast Code Consultants, and BHC. The Committee was comfortable with the contract being added to the City Council's agenda as soon as the scope of work is negotiated.

6. PUGET SOUND REGIONAL COUNCIL 2050 GROWTH PROJECTIONS EIS

As a walk on item to the Committee's agenda, staff provided the Committee with a copy of the joint Snohomish County Planning Director's recommendation to the Snohomish County Tomorrow Steering Committee on the 2050 growth options. The Planning Directors are recommending that the Puget Sound Regional Council adopt the transit oriented development pattern for future growth. This would direct the majority of the regional growth towards areas served by transit facilties including: light rail and bus lines.

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 9b

DATE: **April 25, 2019**

SUBJECT: Authorize the Mayor to Sign a Contract with Barron Heating and Air Conditioning for City Hall HVAC Upgrades

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A – Contract with Barron Heating and Air Conditioning

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ISSUE

The issue in front of the council is whether or not to authorize the mayor to sign a contract with Barron Heating and Air Conditioning for the City Hall HVAC upgrades.

SUMMARY STATEMENT

Staff received three bids for the City Hall HVAC upgrades and Barron Heating and Air Conditioning was the low bid at $39,770 + tax. Staff recommends awarding the contract to Barron Heating and Air Conditioning.

DISCUSSION

Staff put out a request for bids on the City Hall HVAC Upgrades in March 2019. Four bids were received and Barron Heating and Air Conditioning was the low bid at $39,770 + tax. This will replace the old furnaces and add air conditioning at City Hall. Council approved $70,000 for this project in the Buildings and Grounds 2019 budget.

FINANCIAL IMPACT

The contract amount is $39,770 + tax. Staff would like to have a $10,000 management reserve for unforeseen circumstances. The 2019 budget has $70,000 for this project.

COMMITTEE RECOMMENDATIONS

This has not been to the Public Works Committee.

CITY COUNCIL OPTIONS

Option 1. Authorize the Mayor to sign a contract with Barron Heating and Air Conditioning for City Hall HVAC Upgrades.

Option 2. Do not authorize the Mayor to sign a contract with Barron Heating and Air Conditioning for City Hall HVAC Upgrades.

Option 3. Bring item back to committee for discussion.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH BARRON HEATING AND AIR CONDITIONING FOR $39,770 + TAX, AND ALLOW A $10,000 MANAGEMENT RESERVE FOR UNFORSEEN CIRCUMSTANCES FOR THE CITY HALL HVAC UPGRADES.

SMALL PUBLIC WORKS CONTRACT (Under $300,000)

THIS SMALL PUBLIC WORKS CONTRACT ("Contract") is made and entered into this **25th day of April, 2019**, by and between the **City of Stanwood**, Washington, a Washington State municipal corporation ("City"), and **Barron Heating Air Conditioning**, a Washington corporation ("Contractor").

WHEREAS, the City desires to accomplish certain public works entitled **City Hall Furnace and AC Unit** ("the Project") having an estimated cost $300,000 or less; and

WHEREAS, the City solicited written Bid Proposals for the Project.

WHEREAS, whereas the City received and reviewed written Bid Proposals for the Project, and has determined that Contractor is the lowest responsible bidder; and

WHEREAS, the Contractor and the City desire to enter into this Contract for the Project in accordance with the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the terms, conditions and agreements contained herein, the City and Contractor agree as follows:

1. Scope of Work—the Project.

The Contractor shall perform, carry out and complete the City Hall Furnace and AC Unit project ("Project") in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed no later than June 28, 2019.

2. Contract Documents.

The following documents are incorporated into the Contract by this reference:

A. ☒ Scope of Work/RFQ.

B. ☒ Addendum No. 1

C. ☒ Proposal/Bid Submittal (attached).

D. ☐ 2018 Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) ("Standard Specifications") (referenced but not attached).

E. ☐ WSDOT Amendments to the Standard Specifications (referenced but not attached)

F. ☒ Current APWA Supplement General Special Provisions (referenced but not attached).

G. ☒ City of Stanwood Streets and Utilities Standards (referenced but not attached)

H. ☒ 2015 International Building Code, 2015 International Mechanical Code, and 2015 Washington State Energy Code (all referenced but not attached)

I. ☐ Retainage Bond (attached) (optional-see Section 5).

In the event of any inconsistencies or conflicts between the language of this Contract and these incorporated documents, the language of the Contract shall prevail over the language of the documents.

3. Commencement of Work.

Work shall not proceed under this Contract until the Contractor has met following conditions:

A. Contract has been signed and fully executed by the parties.

B. The Contractor has provided the City with the certificates of insurance required under Section 22.

C. The Contractor has obtained a City of Stanwood Business License.

D. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.

These conditions shall be satisfied within ten (10) calendar days of the City's Notice of Award of the Contract to the Contractor. Upon satisfaction of these conditions, the City shall issue a Notice to Proceed and Contractor shall commence work within five (5) calendar days of the date of said Notice.

4. Time is of the Essence/Liquidated Damages.

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 1. If said work is not completed within the time specified, the Contractor agrees to pay the City as liquidated damages the sum set forth in Section 1-08.9 of the Standard Specifications for each and every calendar day said work remains uncompleted after expiration of the specified time.

5. Payment for Project.

A. **Total Contract Sum for Project.** Excluding approved changes orders, the City shall pay the Contractor for satisfactory completion of the Project under the Contract a total

Contract Sum not to exceed **$ 43,428.84** (forty-three thousand, four hundred twenty-eight dollars and eighty-four cents) in accordance with the bid price in the bid Proposal or proposal price in the Proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

B. **Payments shall be for Performance of Project Work.** Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.

C. **Right to Withhold Payments if Work is Unsatisfactory.** If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

D. **Payments**. Subject to F below, progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form. The form shall be appropriately completed and signed by the Contractor. Applications for payment not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter.

E. **Payments for Alterations and/or Additions**. Requests for changes orders and/or payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the change order process set forth in Section 1-04.4 of the Standard Specifications.

F. **Final Payment.** Pursuant to RCW Chapter 60.28, a sum equal to five percent (5%) of the monies earned by the Contractor will be retained from payments made by the City to the Contractor under this Contract. This retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82 and (2) the claims of any person arising under the Contract.

Monies retained under the provisions of RCW Chapter 60.28 shall, at the option of the Contractor, be:

1. Retained in a fund by the City; or

2. Deposited by the City in an escrow (interest-bearing) account in a bank, mutual saving bank, or savings and loan association (interest on monies so retained shall be paid to the Contractor). Deposits are to be in the name of the City and are not to be allowed to be withdrawn without the City's written authorization. The City will issue a check representing the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Contractor as the interest accrues.

At or before the time the Contract is executed, the Contractor shall designate the option desired. The Contractor in choosing option (2) agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities. The City may also, at its option, accept a bond in lieu of retainage.

Release of the retainage will be made sixty (60) calendar days following the Final Acceptance of the Project provided the following conditions are met:

1. A release has been obtained from the Washington State Department of Revenue.

2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).

3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.

4. Washington State Department of Labor and Industries (per Section 1-07.10 of the Standard Specifications) shows the Contractor is current with payments of industrial insurance and medical premiums.

5. All claims, as provided by law, filed against the retainage have been resolved.

6. If requested by the City, the Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.

G. **Final Acceptance.** Final Acceptance of the Project occurs when the Public Works Director has determined that the Project is one hundred percent (100%) complete and has been constructed in accordance with the Plans and Specifications.

H. **Payment in the Event of Termination**. In the event this Contract is terminated by the either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work is satisfactorily completed,

as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of Contractor performing the work, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

I. **Maintenance and Inspection of Financial Records**. The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of City and/or of the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit to the extent such books and records are under control of the Contractor, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by representatives of City and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and any subcontracts shall impose similar duties on the subcontractors.

6. **Term of Contract.**

The term of this Contract shall commence upon full execution of this Contract by the City and Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 7 or applicable provision of the Contract.

7. Termination of Contract.

A. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.

B. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

8. Status of Contractor.

The Contractor is a licensed, bonded and insured contractor as required and in accordance with the laws of the State of Washington. Contractor is acting as an independent contractor in the performance of each and every part of this Contract. No officer, employee, volunteer, and/or agent of either party shall act on behalf of or represent him or herself as an agent or representative of the City. Contractor and its officers, employees, volunteers, agents, contractors and/or subcontractors shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and the City.

9. Permits.

The City will apply for, pay for and obtain any and all City, county, state and federal permits necessary to commence, construct and complete the Project.

10. Business License Required.

The Contractor shall obtain a City of Stanwood business license prior to commencement of work under this Contract.

11. Work Ethic.

The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional and workmanlike manner.

12. City Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of Contractor regarding the planning, design and construction of the Project shall be the property of the City. Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the request of final payment from Contractor or upon written request from the City.

13. Job Safety.

A. **General Job Safety**. Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

B. **Trench Safety Systems.** The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

14. Prevailing Wages.

Contractor shall pay its employees, and shall require its subcontractors to pay their employees, prevailing wages as required by and in compliance with applicable state and/or federal law and/or regulations, including but not limited to RCW Chapter 39.12 and RCW Chapter 49.28. Prior to final payment under this Contract, Contractor shall certify in writing that prevailing wages have been paid for all work on the Project as required and in accordance with applicable law and/or regulations.

15. Taxes and Assessments.

The Contractor shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

16. Nondiscrimination Provision.

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the City in the future unless the Contractor demonstrates to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

17. The Americans with Disabilities Act.

The Contractor shall comply, and shall require its subcontractors to comply, with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations, with regard to the work and services provided pursuant to this

Contract. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services, and telecommunications.

18. Compliance With Law.

The Contractors shall perform all work and services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

19. Guarantee of Work.

A. The Contractor guarantees and warrants all of its work, materials, and equipment provided and utilized for this Project to be free from defects for a period of one (1) year from the date of final acceptance of the Project work. The Contractor shall remedy any defects in its Project work, and the materials, and equipment utilized in the Project and pay for any damages resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the Project work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

B. The guarantee/warranty period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by the Contractor and accepted by the City. In the event that fewer than ninety (90) calendar days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least ninety (90) calendar days guarantee of the work from the date of acceptance of such repair or equipment.

C. The Contractor shall also provide the City with manufacturer's warranties for all components, materials and equipment installed as part of the Project.

D. Any repairs or replacement required during the warranty period shall be performed within 30 calendar days following notification by the City.

20. Contractor's Risk of Loss.

It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his bid accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

21. Indemnification and Hold Harmless.

A. The Contractor shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees and volunteers harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the work and services performed or to be performed under this Contract by the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.

B. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its elected officials, agents, officers and/or employees.

C. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors.

D. 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.

E. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.

F. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

22. Insurance.

A. **Insurance Term.**

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise, as required in

this Section, without interruption from or in connection with the performance commencement of the Contractor's work through the term of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. **No Limitation.**

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.**

Contractors required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2 Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement There shall be no e exclusion for liability arising from explosion, collapse or underground property damage. The City 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 of coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington

4. ☐ Required. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal and damage to materials in transit

or stored off-site. This Builders Risk insurance covering the work will have a deductible of $5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

5. ☐ Required. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least $1,000,000 per loss, with an annual aggregate of at least $1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the Public Entity under this paragraph must be maintained in minimum amounts of $1,000,000 per loss, with an annual aggregate of at least $1,000,000.

Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

D. **Minimum Amounts of Insurance.**

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $3,000,000 each occurrence, $3,000,000 general aggregate and a $2,000,000 products-completed operations aggregate limit.

3. ☐ Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

4. ☐ Required. Contractors Pollution Liability shall be written in the amounts set forth above.

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 Provisions.**

The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in 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 endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, 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.

☐ Required. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

☐ Required. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Pollution Liability insurance that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

I. **Contractor's Insurance for Other Losses**.

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

J. **Subcontractors.**

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

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. 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 Additional Insured endorsement CG 20 38 04 13.

K. **Waiver of Subrogation.**

The Contractor and the City waive all rights against each other, any of their subcontractors, lower tier subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

L. **Notice of Cancellation of Insurance.**

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

M. **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 (5) 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.

23. Assignment and Subcontractors.

A. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

B. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.

C. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract documents.

D. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

E. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

F. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the Contract shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

24. Severability.

A. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

B. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

25. Integration and Supersession.

This Contract sets forth all of the terms, conditions, and Contracts of the parties relative to the Project, and supersedes any and all such former Contracts which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or Contracts with respect thereto except as provided herein, and no amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties. In the event of any conflicts or inconsistencies between this Contract and the Declaration, the terms of this Contract shall control in all cases.

26. Non-Waiver.

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any Contract, covenant or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such Contract, covenant, condition or right.

27. Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

28. Contract Representatives and Notices.

This Contract shall be administered for the City by the Public Works Director, **Kevin Hushagen**, and shall be administered for the Contractor by the Contractor's Contract Representative, **Paul Cecka**. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To City:	To Contractor:
Kevin Hushagen, PW Director	Paul Cecka
City of Stanwood	Contractor Business Name
10220 270th Street NW	5100 Pacific Hwy
Stanwood, WA 98292	Ferndale, WA 98248
360-629-9782	360-676-1131

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

29. Third Parties.

The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

30. Governing Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

31. Venue.

The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Snohomish County, Washington.

32. Attorney Fees

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

33. Authority

The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement. The person executing this Contractor on behalf of the City represents and warrants that he or she has been fully authorized by the City to execute this Contractor on its behalf and to legally bind the City to all the terms, performances and provisions of this Contractor.

34. Counterparts.

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

CITY OF STANWOOD	**BARRON HEATING AIR CONDITIONING**
By_____	By _____
Leonard Kelley, Mayor	
Approved as to form:	Attest:
_____	_____
Grant K. Weed, City Attorney	David Hammond, City Clerk

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

_____	_____
City	Contractor

ATTACHMENTS:

A. Scope of Work/RFQ
B. Addendum No. 1
C. Bid Proposal

City of Stanwood
FURNACE AND AC UNIT RFQ
March 7, 2019

To MRSC Participant,

The City of Stanwood is seeking quotes for **2 Rheem Gas Furnaces and 2 rooftop AC units** for the City of Stanwood City Hall building located at 10220 270th Street NW, Stanwood, WA 98292. **All quotes are due back to the City no later than 4:00pm, Thursday, March 21, 2019**.

SCOPE OF WORK

Scope of work to include: Removal and disposal of two existing H.V.A.C. furnaces (1 unit is located upstairs in the attic and 1 unit is located in the mailing room closet on the main floor) and replace with two new Rheem Gas Furnaces and install 2 new rooftop AC units.

Provide structural engineer analysis on the roof's design and load bearing capability for the additional loads, and framing details for structural modifications, if needed, to support the units. **Provide the curb construction details and the H.V.A.C units design and Energy Code compliance sheets at submittal.** If the units' capacity is greater than 2,000cfm, or the design combined capacity of both units is more than 2,000cfm, the units are to be equipped with return air duct smoke detectors that are tied into the fire alarm system. All labor and materials are included for a complete operational system.

- **This is a prevailing wage project** – attachment 1.
- **City will obtain permit**
- **A site visit is not mandatory,** but if you would like to schedule a site visit, please email trevor.harrison@ci.stanwood.wa.us to schedule a day and time.

BIDDER INSTRUCTIONS

Please submit quotes in a sealed envelope with "Furnace and AC Submittal" clearly written on the envelope. All quotes will be accepted by mail or hand delivery to:

City of Stanwood
10220 270th Street NW
Stanwood, WA 98292
Attention: Lisa Sokolik, Public Works

In any case, ALL quotes are due no later than **4:00pm, Thursday, March 21, 2019.**

Any exceptions or clarifying questions shall be sent to Lisa Sokolik at lisa.sokolik@ci.stanwood.wa.us so questions and responses can be sent to all parties.

Please send a confirming email that you received this RFQ and whether or not you will be participating to ensure you receive follow up emails to any questions/answers.

CITY CONTRACT

Once a selection is made of the lowest, responsive and responsible priced quote the contractor shall be required to:

- Sign a city provided contract (attachment 2 – sample contract)
- Furnish all insurance required in the city contract
- File an intent to pay prevailing wage
- Obtain a City of Stanwood business license.

The City reserves the right to reject all quotes.

Attachments:

1. Prevailing Wage Rates
2. Sample Contract

ATTACHMENT 2 – PREVAILING WAGE

State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 3/7/2019

County	Trade	Job Classification	Wage	Holiday	Overtime	Note
Snohomish	Heating Equipment Mechanics	Journey Level	$82.51	7F	1E	
Snohomish	Refrigeration & Air Conditioning Mechanics	Journey Level	$70.71	5A	1G	

City of Stanwood
FURNACE AND AC UNIT ~~RFQ~~ RFP
March 7, 2019

Addendum No. 1 3/11/2019

To MRSC Participant,

The City of Stanwood is seeking quotes for **2 Rheem or equivalent Gas Furnaces and 2 rooftop AC units** for the City of Stanwood City Hall building located at 10220 270th Street NW, Stanwood, WA 98292. **All quotes are due back to the City no later than 4:00pm, Thursday, March 28, 2019**.

SCOPE OF WORK

Scope of work to include: Removal and disposal of two existing H.V.A.C. furnaces (1 unit is located upstairs in the attic and 1 unit is located in the mailing room closet on the main floor) and replace with two new Rheem or equivalent Gas Furnaces and install 2 new rooftop AC units.

This will be a design build project. Provide structural engineer analysis on the roof's design and load bearing capability for the additional loads, and framing details for structural modifications, if needed, to support the units. **Provide the curb construction details and the H.V.A.C units design and Energy Code compliance sheets at submittal.** If the units' capacity is greater than 2,000cfm, or the design combined capacity of both units is more than 2,000cfm, the units are to be equipped with return air duct smoke detectors that are tied into the fire alarm system. All labor and materials are included for a complete operational system.

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The City reserves the right to reject all ~~quotes~~ proposals.

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2. Sample Contract

ATTACHMENT 2 – PREVAILING WAGE

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Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

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Journey Level Prevailing Wage Rates for the Effective Date: 3/7/2019

County	Trade	Job Classification	Wage	Holiday	Overtime	Note
Snohomish	Heating Equipment Mechanics	Journey Level	$82.51	7F	1E	
Snohomish	Refrigeration & Air Conditioning Mechanics	Journey Level	$70.71	5A	1G	

Proposal & Contract

BARRON
HEATING AIR CONDITIONING

5100 Pacific Highway, Ferndale, WA 98248
t. 360 676-1131 800-328-7774 f. 360-671-3713

560 Burlington Boulevard, Burlington, WA 98233
t. 360-424-4962 800-328-7774 f. 360-671-3713

SUBMITTED TO:
City of Stanwood
10220 270th Street NW
Stanwood, WA 98292
(360) 629-9781

JOB SITE INFORMATION
10220 270th Street NW
Stanwood, WA 98292

BARRON HEATING IS PLEASED TO PROVIDE THE FOLLOWING DESIGN AND INSTALLATION:
Provide and install Two Rheem natural gas furnaces to replace existing in the same location along with two indoor AC coils and Two AC outdoor units with new smoke detectors .

SPECIAL WORK BY BARRON

- Rectangular Plenums at the indoor Air Handler will be sound lined
- STRUCTURAL ENGINEERING IS INCLUDED FOR ROOF WEIGHT ISSUES ,HOWEVER ADDITIONAL SUPPORT, IF NEEDED IS EXCLUDED AND WILL BE HANDLED BY CHANGE ORDER DUE TO UNKNOWN REQUIREMENTS.
- PAYMENT PER CITY OF STANWOOD CONTRACT CONDITIONS
- Line Volt Electrical and Permit ASSUMES THE BUILDING SERVICE IS SUFFICIENT FOR AC REQUIREMENTS
- Special Framing IF NEEDED AND WITH CHANGE ORDER.
- Remove/dispose of existing furnaces and install new in same location with ductwork modifications
- Install new condensate drain line
- Provide gas and electrical connection from existing location to new furnaces
- PREVAILING WAGES ARE ACKNOWLEDGED.
- Install new Outdoor Units on roof location
- Install new indoor coil with ductwork modifications
- Install new refrigeration lines
- Charge system to manufacturers specs and weigh in proper refrigerant levels

WORK NOT INCLUDED BY BARRON
Mechanical Permit

WARRANTIES
In addition to manufacturers warranties (see brochure) Barron Heating provides a 1 year Parts and Labor Warranty. No warranty expressed or implied on existing system and materials (i.e. equipment, ductwork, wiring, piping, structure, etc.)

WE PROPOSE to furnish labor and materials in accordance with the plans and specifications above for the base sum of:
Thirty Nine Thousand Seven Hundred Seventy and 00/100 Dollars--- ($39,770.00) PLUS TAX
Payment to be made as follows: SPECIAL PAYMENT TERMS AS OUTLINED ABOVE

NOTE: All Proposals subject to a pre-install Layout. Changes to Proposal at Owner approval and expense. The expiration date of Barron Heating's Contractor Registration No. BARROHA179D7: October 23, 2019.

Proposal Date: 3/21/2019 Submitted By: _____
Paul Cecka

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. I have read the reverse side of this contract and understand and accept same, including the construction contract and lien information material required by RCW 60.04.250 and RCW 18.27.114(2). Payment will be made as specified above. This proposal will not be deemed accepted until a signed original is received in the office of Barron Heating, and shall expire if not accepted within 30 days of above proposal date.

Accepted Date: _____ Signature: _____
City of Stanwood, BY:

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	8a
DATE:	April 25, 2019
SUBJECT:	Approval of Voucher and Payroll Checks
CONTACT PERSON:	Reina Barber, Accounting Specialist
ATTACHMENTS:	A - Voucher Check Detail

SUMMARY STATEMENT

Approve issuance of Washington Federal Bank voucher checks 31050 through 31090 in the amount of $232,772.39. Approve issuance of Washington Federal Bank payroll checks 1595 through 1604 and Washington Federal Bank payroll electronic funds transfers in the amount of $249,801.22.

RECOMMENDED MOTION

I MOVE TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECKS 31050 THROUGH 31090 IN THE AMOUNT OF $232,772.39. APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK PAYROLL CHECKS 1595 THROUGH 1604 AND WASHINGTON FEDERAL BANK PAYROLL ELECTRONIC FUNDS TRANSFERS IN THE AMOUNT OF $249,801.22.

CHECK REGISTER

City Of Stanwood
MCAG #: 0695

Time: 07:59:34 Date: 04/16/2019
04/05/2019 To: 04/16/2019 Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2007	04/09/2019	Claims	3	31050	Aramark Uniform Services Inc	503.04	937963000
2008	04/09/2019	Claims	3	31051	BHC Consultants, LLC	6,360.75	Proj 18-10515.01
2009	04/09/2019	Claims	3	31052	Cascade Natural Gas Corp	894.87	127 540 0000 3; 953 540 0000 2; 498 440 0000 7; 839 440 0000 5; 931 607 9072 6; 608 440 0000 4
2010	04/09/2019	Claims	3	31053	Confluence Environmental Company, Inc	2,271.58	City Of Stanwood
2011	04/09/2019	Claims	3	31054	Costco Membership	60.00	000111881550240
2012	04/09/2019	Claims	3	31055	Daily Journal Of Commerce Inc	184.80	City Of Stanwood
2013	04/09/2019	Claims	3	31056	Databar Inc.	1,192.87	8952; 8952
2014	04/09/2019	Claims	3	31057	Edge Analytical Inc	402.00	STA01; STA01
2015	04/09/2019	Claims	3	31058	Environment Control	1,116.22	257778
2016	04/09/2019	Claims	3	31059	Jennifer Ferguson	95.00	City Of Stanwood
2017	04/09/2019	Claims	3	31060	Haggen Inc	17.28	City Of Stanwood
2018	04/09/2019	Claims	3	31061	David Hammond	55.48	City Of Stanwood
2019	04/09/2019	Claims	3	31062	Leonard H. Kelley	187.92	City Of Stanwood
2020	04/09/2019	Claims	3	31063	Links Trailer Sales	95.00	City Of Stanwood
2021	04/09/2019	Claims	3	31064	Northsound Refrigeration	1,291.69	City Of Stanwood
2022	04/09/2019	Claims	3	31065	Office Depot	1,242.80	36274097; 36274097; 36274097; 36274097; 36274097; 36274097; 36274097; 36274097; 36274097; 36274097
2023	04/09/2019	Claims	3	31066	PUD Of Snohomish County *	13,381.69	200208858; 202423729; 200794063;; 202982351; 220923312; 201942398; 200103539; 200738672
2024	04/09/2019	Claims	3	31067	PacWest Machinery	75.39	29765570
2025	04/09/2019	Claims	3	31068	Perteet Inc.	21,559.43	City Of Stanwood; City Of Stanwood
2026	04/09/2019	Claims	3	31069	Petty Cash/ Marcy Mathis -Custodian	48.59	City Of Stanwood
2027	04/09/2019	Claims	3	31070	Platt Electric Supply Inc	180.15	24127; 24127; 24127
2028	04/09/2019	Claims	3	31071	Ricoh USA, Inc.	1,716.40	1316669-3660090; 1316669-3660142; 1316669-3660143; 1316669-3659652; 1316669-3660140
2029	04/09/2019	Claims	3	31072	Snoecker Inc Simple Security Solutions	143.97	City Of Stanwood
2030	04/09/2019	Claims	3	31073	Site Development Associates, LLC	9,965.25	City Of Stanwood
2031	04/09/2019	Claims	3	31074	Amanda Slattery	97.88	City Of Stanwood
2032	04/09/2019	Claims	3	31075	Sno Co Dept Of Emergency Management	2,169.50	DEMSTNWD
2033	04/09/2019	Claims	3	31076	Sno Co Human Services Dept *	450.27	HSALC021
2034	04/09/2019	Claims	3	31077	Sno Co Information Services *	9,093.74	DIS1107
2035	04/09/2019	Claims	3	31078	Sno Co Sheriff's Office - CB	6,449.36	City Of Stanwood
2036	04/09/2019	Claims	3	31079	Sno Co Sheriffs Office *	147,654.58	SSH00001
2037	04/09/2019	Claims	3	31080	Sno Co Treasurer	142.90	32032300401100; 32032400305600; 32043000200400
2038	04/09/2019	Claims	3	31081	Everett Daily Herald/ Sound Publishing	813.00	51439981
2039	04/09/2019	Claims	3	31082	Stanwood Camano News	205.86	261981; 261981
2040	04/09/2019	Claims	3	31083	Stanwood City Utility	1,960.10	4252; 1473; 1241; 1271; 1328; 1332; 1348; 1573; 1587; 1674; 1675; 2416;

CHECK REGISTER

City Of Stanwood — Time: 07:59:34 Date: 04/16/2019
MCAG #: 0695 — 04/05/2019 To: 04/16/2019 — Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2041	04/09/2019	Claims	3	31084	Thomas & Assoc. Insurance Broker, Inc	87.08	Sara Robinson - Notary Bond
2042	04/09/2019	Claims	3	31085	Thomas & Assoc. Insurance Broker, Inc	87.08	Amy Bergemeier - Notary Bond
2043	04/09/2019	Claims	3	31086	Nate Towse	178.00	City Of Stanwood; City Of Stanwood
2044	04/09/2019	Claims	3	31087	Twin City Lanes & Trophy	69.82	City Of Stanwood
2045	04/09/2019	Claims	3	31088	US Bank Na Custody/ Treas Div-Money Ctr	40.00	777221717
2046	04/09/2019	Claims	3	31089	Unum Life Insurance	88.40	City Of Stanwood
2047	04/09/2019	Claims	3	31090	Wave Broadband	142.65	8136 10 015 0064630

001 General Fund	173,239.97	
101 Street Fund	740.34	
103 Street Construction Fund	21,559.43	
107 Equipment Reserve Fund	47.50	
110 Building Improvement Fund	184.80	
401 Sewer Fund	10,428.04	
403 Sewer Construction Fund	6,526.33	
410 Drainage Fund	1,280.07	
411 Drainage Construction Fund	12,236.83	
421 Water Fund	6,481.58	
457 Sewer Equipment Reserve	23.75	
458 Drainage Equipment Reserve	23.75	
	Claims:	232,772.39
	232,772.39	

CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Stanwood, and that I am authorized to authenticate and certify to said claim.

( ) Finance Director (✓) Auditing Officer Wesley Carlson Date: 4-17-19
( ) Deputy Finance Director

CHECK REGISTER

City Of Stanwood — Time: 07:59:55 Date: 04/16/2019
MCAG #: 0695 — 04/05/2019 To: 04/16/2019 — Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1832	04/08/2019	Payroll	3	EFT		4,118.31	March 2019 Payroll
1833	04/08/2019	Payroll	3	EFT		3,945.97	March 2019 Payroll
1834	04/08/2019	Payroll	3	EFT		2,147.83	March 2019 Payroll
1835	04/08/2019	Payroll	3	EFT		345.23	March 2019 Payroll
1836	04/08/2019	Payroll	3	EFT		3,002.89	March 2019 Payroll
1837	04/08/2019	Payroll	3	EFT		5,289.64	March 2019 Payroll
1838	04/08/2019	Payroll	3	EFT		3,412.23	March 2019 Payroll
1839	04/08/2019	Payroll	3	EFT		1,880.24	March 2019 Payroll
1840	04/08/2019	Payroll	3	EFT		5,857.11	March 2019 Payroll
1841	04/08/2019	Payroll	3	EFT		2,085.91	March 2019 Payroll
1842	04/08/2019	Payroll	3	EFT		3,897.93	March 2019 Payroll
1843	04/08/2019	Payroll	3	EFT		3,225.96	March 2019 Payroll
1844	04/08/2019	Payroll	3	EFT		2,811.66	March 2019 Payroll
1845	04/08/2019	Payroll	3	EFT		5,507.98	March 2019 Payroll
1846	04/08/2019	Payroll	3	EFT		345.02	March 2019 Payroll
1847	04/08/2019	Payroll	3	EFT		4,155.97	March 2019 Payroll
1848	04/08/2019	Payroll	3	EFT		874.66	March 2019 Payroll
1849	04/08/2019	Payroll	3	EFT		5,352.75	March 2019 Payroll
1850	04/08/2019	Payroll	3	EFT		3,911.91	March 2019 Payroll
1851	04/08/2019	Payroll	3	EFT		3,208.93	March 2019 Payroll
1852	04/08/2019	Payroll	3	EFT		295.09	March 2019 Payroll
1853	04/08/2019	Payroll	3	EFT		345.23	March 2019 Payroll
1854	04/08/2019	Payroll	3	EFT		2,768.10	March 2019 Payroll
1855	04/08/2019	Payroll	3	EFT		743.38	March 2019 Payroll
1856	04/08/2019	Payroll	3	EFT		4,994.19	March 2019 Payroll
1857	04/08/2019	Payroll	3	EFT		339.38	March 2019 Payroll
1858	04/08/2019	Payroll	3	EFT		2,152.64	March 2019 Payroll
1859	04/08/2019	Payroll	3	EFT		1,738.36	March 2019 Payroll
1860	04/08/2019	Payroll	3	EFT		3,397.50	March 2019 Payroll
1861	04/08/2019	Payroll	3	EFT		2,397.90	March 2019 Payroll
1862	04/08/2019	Payroll	3	EFT		3,510.97	March 2019 Payroll
1863	04/08/2019	Payroll	3	EFT		3,317.20	March 2019 Payroll
1864	04/08/2019	Payroll	3	EFT		2,086.63	March 2019 Payroll
1865	04/08/2019	Payroll	3	EFT		1,488.28	March 2019 Payroll
1866	04/08/2019	Payroll	3	EFT		2,478.60	March 2019 Payroll
1867	04/08/2019	Payroll	3	EFT		345.23	March 2019 Payroll
1868	04/08/2019	Payroll	3	EFT		345.09	March 2019 Payroll
1869	04/08/2019	Payroll	3	EFT		1,192.16	March 2019 Payroll
1878	04/08/2019	Payroll	3	EFT	WA St Department Of Retirement Systems	39,317.25	Pay Cycle(s) 04/08/2019 To 04/08/2019 - PERS2; Pay Cycle(s) 04/08/2019 To 04/08/2019 - PERS 3; Pay Cycle(s) 04/08/2019 To 04/08/2019 - 457 - DRS (DCP)
1879	04/08/2019	Payroll	3	EFT	Internal Revenue Service (941)	44,948.84	941 Deposit for Pay Cycle(s) 04/08/2019 - 04/08/2019
1880	04/08/2019	Payroll	3	1595	AFLAC	614.96	Pay Cycle(s) 04/08/2019 To 04/08/2019 - AFLAC, Pre-Tax; Pay Cycle(s) 04/08/2019 To 04/08/2019 - AFLAC, Post-Tax
1881	04/08/2019	Payroll	3	1596	AWC Employee Benefit Trust	21,876.43	Pay Cycle(s) 04/08/2019 To 04/08/2019 - AWC - Medical; Pay Cycle(s) 04/08/2019 To 04/08/2019 - AWC- Dental; Pay Cycle(s) 04/08/2019 To 04/08/2019 - AWC - Vision; Pay Cycle(s) 04/08/2019 To 04/08/2019;

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City Of Stanwood — Time: 07:59:55 Date: 04/16/2019
MCAG #: 0695 — 04/05/2019 To: 04/16/2019 — Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1882	04/08/2019	Payroll	3	1597	Colonial Life Insurance	66.75	Pay Cycle(s) 04/08/2019 To 04/08/2019 - Colonial Life Ins
1883	04/08/2019	Payroll	3	1598	Hartford Retirement Plan Services	1,708.00	Pay Cycle(s) 04/08/2019 To 04/08/2019 - 457 - MassMutual (Hartford); Pay Cycle(s) 04/08/2019 To 04/08/2019 - Roth 457(b)(MassMutual)
1884	04/08/2019	Payroll	3	1599	ICMA Retirement Trust	2,498.10	Pay Cycle(s) 04/08/2019 To 04/08/2019 - 457 - ICMA
1885	04/08/2019	Payroll	3	1600	Navia Benefits	311.66	Pay Cycle(s) 04/08/2019 To 04/08/2019 - Medical FSA- S125
1886	04/08/2019	Payroll	3	1601	Teamsters Union Local 231	1,316.00	Pay Cycle(s) 04/08/2019 To 04/08/2019 - Teamsters Dues
1887	04/08/2019	Payroll	3	1602	Washington Teamsters Welfare Trust	30,910.00	Pay Cycle(s) 04/08/2019 To 04/08/2019 - Teamsters Dental; Pay Cycle(s) 04/08/2019 To 04/08/2019 - Teamsters Medical
2140	04/15/2019	Payroll	3	1603	Dept of Labor and Industries	5,789.46	1ST Quarter 01/01/2019 - 03/31/2019
2141	04/15/2019	Payroll	3	1604	Employment Security Dept	1,129.71	1ST Quarter 01/01/2019 - 03/31/2019

001 General Fund	120,605.74
101 Street Fund	17,520.52
108 Transportation Sales Tax Fund	1,256.81
401 Sewer Fund	42,793.89
410 Drainage Fund	18,616.74
421 Water Fund	49,007.52
	249,801.22

Payroll: 249,801.22

CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Stanwood, and that I am authorized to authenticate and certify to said claim.

( ) Finance Director (✓) Auditing Officer Wendy Carlen Anderson Date: 4-17-19
( ) Deputy Finance Director

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:

DATE: April 25, 2019

SUBJECT: Minutes of the January 7, 2019, January 28, 2019, February 19, 2019 and March 11, 2019 Planning Commission Meetings

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS:
A - January 7, 2019 Planning Commission Minutes
B - January 28, 2019 Planning Commission Minutes
C - February 19, 2019 Planning Commission Minutes
D - March 11, 2019 Planning Commission Minutes

SUMMARY STATEMENT

The minutes for the January 7, 2019, January 28, 2019, February 19, 2019 and March 11, 2019 Planning Commission Meetings are attached for council review.

ATTACHMENT A

STANWOOD PLANNING COMMISSION MINUTES

January 7, 2019

Call to Order

Chair Utgard called the meeting to order at 6:33PM with the following Commissioners present: Steve Shepro, Lance Dennis, Sid Roberts, Darren Robb, and Marcus Metz. Commissioner Heagle was excused. Staff present; Community Development Director Patricia Love and Senior Planner Amy Rusko.

No Public Requests or Comments

Minutes

The minutes of the December 10, 2018 meeting were approved as presented.

New Business

Planning Commission – Yearly Elections for Chair and Vice Chair

Commissioner Shepro made a motion to nominate Linda Utgard for the Chair position. Commissioner Robb seconded the motion. Motion carried unanimously.

Commissioner Metz made a motion to nominate Steve Shepro for the Vice-Chair position. Commissioner Roberts seconded the motion. Motion carried unanimously.

Public Meeting – Stanwood Schmitt Preliminary Plat

Senior Planner Amy Rusko presented the project information for the Stanwood Schmitt Preliminary Plat. The presentation included changes to the plat from the September Planning Commission pre-application meeting to the current proposed plan.

Planning Commission and Public Comments/Discussion:

- Park common open space with a lawn and an underground detention vault.
- Details of the detention vault
- Multi-Family housing timeline will be dependent on the Developer's Agreement for 76 – 78. Developers Agreement is a legal contract between the city and the property owner which sets out the requirements for the property.
- Multi-Family does not necessarily mean apartments, it could be anything greater than a duplex. Options include townhomes, cottages or tri-plex.
- Increase of traffic at the 284th Street and 80th Avenue intersection. Traffic Impact Analysis shows that the Level of Service (LOS) of the intersections meet the City of Stanwood's standard of a LOS D or better.

- Planter strip along 284th Street and 80th Avenue will be part of the street improvements, but trees will not block the view at the intersection.
- No other emergency exit to the plat. There are two future access points with the plat, one to the north and one to lots 76-78.
- Preliminary Plats will be presented at a Public Hearing in front of the Hearing Examiner.

Public Meeting – Cambridge Place

Senior Planner Amy Rusko presented the project information for the Cambridge Place development. The presentation included a description of the project and where the project is located.

Planning Commission and Public Comments/Discussion:

- Exact location of the project is to the northeast of the theater and south of the strip mall.
- Apartment rates – there will be a varied rent with studio, one and two bedroom units (no three bedroom units) and will be market rate.
- Apartment sizes will range with the different type of
- Fitness center for the tenant use, lounge (birthday parties and events) leasing office, rest of downstairs will be the mini-storage.
- Trail on the east side of the property. The trail is pretty swampy right now and make sure the grading is done to improve this area.
- The trail on the east side. Is it a city trail or is it a private trail? The property owner will maintain their portion of the trail.
- Traffic into the shopping center. How will the traffic be handled throughout the site? The south side of village commons is a private road. There are a lot of new traffic trips that will be entering into the area. What are the effects of the traffic impacts to the overall site and not just for this development?
- The internal road system of the shopping center is not ideal. 265th Street dead ends at this property and you have to choose to take a left or right to get into this development. All the internal road systems of this site are privately owned.
- Traffic Impact Fees and Park Impact Fees can be used for capacity improvement projects that are listed on the City's Capital Improvement Plan. Not for maintenance projects.
- Could the City purchase the road systems as public right of way? These are private roads and not public. Contained internally as private with the public road as 72nd Street. Discussion would need to take place with Public Works and City Administration. The current site does not let traffic flow easily through the site. Poorly designed road and parking area.
- City is meeting with WSDOT about 72nd Avenue about the intersections along this street.
- SEPA was reviewed with the Developer's Agreement and the Binding Site Plan.
- Loading zone will be located on the east side of the building.

Public Hearing – Wireless Communication Facility and Small Cell Code

Chair Utgard opened the public hearing at 7:15 pm

Community Development Director Patricia Love presented the code amendments that combine the city's existing wireless communication facility regulations with new small cell deployment regulations and franchise requirements. The code amendment is to comply with an update to Federal law. The Small Cell facilities are relay stations that connect off of a tower and connect the data from telephone pole to telephone pole (or other types of poles). Changes in the technology (5G) for cell phones and internet for the increase in data use due to streaming that people are requiring within their homes.

Design standards are part of the new code sections to minimize the effects of new structures, reducing the clutter on the poles. The small cell devices will be located on existing poles.

The distance between the facilities is a minimum of 250 feet.

The code changes will include eliminating Stanwood Municipal Code chapters 17.154 and 17.156 and replacing with new code chapters.

New Code Sections:

Chapter 17.200, Eligible Facility Modification and Wireless Communication Devices
Chapter 17.205, Eligible Facility Modifications
Chapter 17.210, Regulation of Wireless Communication Facility Franchise
Chapter 17.220, Wireless Communication Facilities (WCF) Attached and Detached

Code Sections Removed:

Chapter 17.154, Wireless Communication Facilities
Chapter 17.156, Eligible Facility Modifications

Other Code Sections Updated:

Chapter 17.30 Permitted Use table updated to add Small Cell Facilities.

Chapter 17.81, Procedures.

Small Cell WCF; Co-located WCF; Minor Modifications – Type I Permit
WCF: Monopole – Type III Permit
WCF: Small Cell Architectural Design Deviation Request – Type III Permit

Public Comments for the Public Hearing included:

Sreng Lim – Concerns with the radio frequencies of the small cell facilities. Can these be installed in the residential areas also?

- Radio frequencies of the small cells are regulated by the Federal Government and the FCC the city does not have the right to regulate. Discussion at the Federal level and does not let the city decide these levels.

Ben Brobeck – Differences between a small cell modification and new structures (adding to existing poles or new poles to be installed). Are there different applications for each type of permit?

- There are different application types for each type of permit (monopoles, small cell, co-location, modifications).

Les Anderson – Share locations between wireless carriers.

- Each carrier will have their own application and only one wireless carrier will be allowed on a pole for small cell facilities.

Darren Robb – Design Standards on street lights and in neighborhoods. Franchises will be putting in new poles. Can street lights be installed as an option instead of a plain poles? This could be an aesthetic trade-off.

- This could be a definite possibility and follow the street light designs that the city already has. The city and the applicant would discuss the options for each location of installation.

Milt Olson – Concerns with the process notification and public hearings. There recently was a height increase on a monopole by his house on Camano Island. Wants the neighborhood residences to be notified with the application process if possible. Post on the website that is updated where he can check on the applications that are in for review.

- The city can look into providing a reduced noticing period for these permits. This will be added to the list for Planning Commission to review for this chapter.

Peggy Wendel – How many feet apart is the range that the companies are looking to install these facilities?

Tim Schmitt – Four points to address when the code is revisited.

1. Applications posted on the city's website on the first page and where on social media will this be placed?
3. What is a Citizen's participation process, if they see deficiencies in an application?
4. What happens if these companies abandon their facilities? Nothing is addressed in the proposed code.
4. Performance Bond for the installation from the providers to hold them accountable.

Darren Robb – Nice to see that the city is planning for technology that doesn't even exist yet. Wanted to see the Aesthetic portion of the code and is happy with what has been done. For future amendments to the code we can learn from other cities. The code should not hinder the franchises from coming into the city as this technology is needed, however glad to see we are taking the steps to control the installation.

Chair Utgard closed the public hearing at 8:10 pm.

Motion. Motion by Commissioner Roberts, second by Commissioner Robb to recommend approval of the Wireless Communication and Small Cell Facilities Code Amendment to the Stanwood City Council. Motion carried unanimously.

Motion. Motion by Commissioner Roberts, second by Commissioner Metz to recommend approval of the Findings of Fact and Conclusions for the Wireless Communication and Small Cell Facilities Code Amendment to the Stanwood City Council. Motion carried unanimously.

Miscellaneous Business

No Additional Public Comments

Recent Council Action on Commission Items

Upcoming Items

Next meeting on January 28, 2019.

Adjourn

The meeting adjourned at 8:20 PM.

_____
Amy Rusko, City of Stanwood

ATTACHMENT B

STANWOOD PLANNING COMMISSION MINUTES

January 28, 2019

Call to Order

Chair Utgard called the meeting to order at 6:31PM with the following Commissioners present: Darren Robb, Steve Shepro, Sid Roberts and Marcus Metz. Commissioner Dennis was excused and Commissioner Heagle was absent. Staff present; City Administrator Jennifer Ferguson and Senior Planner Amy Rusko. Also known to be present: Peggy Wendel, Chris Manzuk and Tim Schmitt.

Public Requests or Comments

Tim Schmitt, 27308 101st Avenue, Stanwood. Proposal to add an item to the 2019 Planning Commission work plan. The issues is that lines of possession do not match the legal property lines in the downtown area. The item would address the property lines in the downtown area, adverse possession laws and criminal trespassing of the city. There are also issues with setbacks from property lines and alleys that have been shifted from legal boundaries. He explained that there are many private properties that are using public property for their own use and this should not be allowed to happen. Property being stolen from the citizens and given to private land owners.

1. Define the problem through a scope of what properties are effected and how big this issues is in the downtown area.
2. Offer solutions. What should happen if private or public property is being encroached upon. What should the city be doing about it?

The Planning Commission agreed to take this proposal to the Joint Planning Commission / City Council Meeting on February 28, 2019. City staff will verify if this is a Land Use Code / Planning Commission area of concern.

Minutes

The minutes of the January 7, 2019 meeting were approved as presented.

New Business

2019 Planning Commission Work Plan

Senior Planner Amy Rusko presented the 2019 Planning Commission Work Plan. The work plan shows the projects and items that the Planning Commission and staff will be working on this year.

Planning Commission and Public Comments/Discussion:

- Shoreline Zoning Code Amendment. The timeframes for the Department of Ecology to review and when the amendment will be heard at a public hearing. What is the order of permitting and review that needs to take place?
- Off-Premise Signage. Clarification that this was the same issue that arouse last year with the A-Board sign.
- Buildable Land Discussion and Census / Population Update. City Administrator Ferguson discussed that this was from the County's new population allocation report that was just sent to the city. Community Development Director Patricia Love will be reviewing the report and sharing with the Planning Commission. This will be for the next Comprehensive Plan Update.
- Impact Fees Discussion. What are the parameters of the discussion? Administrator Ferguson shared that this involved the Park Impact Fees.

2018 Community Development Year in Review

Senior Planner Amy Rusko gave a power point presentation showing the Community Development's 2018 permit totals, types of permits, business licensing, revenues and trends.

Planning Commission and Public Comments/Discussion:

- Correlation between the land use entitlement approvals and the development permits, showing approximately a 2 year development cycle.
- What entails a Floodplain permit? These permits are for a home or business owner that is looking to remodel. Owners are allowed up to 50% of the buildings valuation in improvements every two years.
- Park Impact Fees. This slide shows a drastic decrease due to the plats of Mineral Point and BYK, which paid their fees in 2017 to avoid a possible increase to fees in 2018.
- Mr. Tim Schmitt questioned whether or not the city was collecting all of the out-of-city business license companies or people. City staff stated that we require out-of-city licenses for all contractors that work in the city limits. The city can only require licenses for those who are required to receive permits. Mr. Schmitt then voiced concern over those businesses that are not required to receive permits, then they are skirting around the system.

Miscellaneous Business

Planning Commissioners received new instruction sheets for city email addresses and passwords to start using these accounts for correspondence with the city.

No Additional Public Comments

Recent Council Action on Commission Items

Upcoming Items

Next meeting on February 11, 2019.

The meeting on February 25, 2019 is cancelled and has been moved to February 28, 2019 for a joint meeting between Planning Commission and City Council.

Adjourn

The meeting adjourned at 7:12 PM.

_____
Amy Rusko, City of Stanwood

ATTACHMENT C

STANWOOD PLANNING COMMISSION MINUTES

February 19, 2019

Call to Order

Vice-Chair Shepro called the meeting to order at 6:33 PM with the following Commissioners present: Darren Robb, Randy Heagle, Sid Roberts and Marcus Metz. Commissioner Dennis and Commissioner Utgard were absent. Staff present; Community Development Director Patricia Love. Also known to be present: Cathy Wooten and Tim Schmitt.

Public Requests or Comments

Tim Schmitt, 27308 101st Avenue, Stanwood. Mr. Schmitt expressed the need for communication with the Planning Commission. He suggested that the Planning Commission is more active on Facebook, let people know about the difficult decisions the commissioners are faced with, get involved with the community survey, publish a Code of Ethics specific to the Planning Commission and have the commission members city email addresses published on the website.

Cathy Wooten, 27828 84th Avenue, Stanwood. Thanked the Planning Commissioners for their service. She wants to see action from the commission when there is citizen involvement and not just documents placed on a shelf and forgotten.

Minutes

The minutes of the January 28, 2019 meeting were approved as presented.

New Business

Community Development Director, Patricia Love, asked the Commission if the new business items could be reversed. The Commission agreed to discuss the Street Vacation Ordinance first and the TN Docket item discussion second.

Street Vacation Ordinance Discussion

The city currently does not have a street vacation process in place and follows the regulations put in place by RCW 35.79. In 2017 a street vacation ordinance was started, but never completed. A new Title 11 will be established and a new Chapter 11.48 for Street Vacations.

Planning Commission and Public Comments Discussion:

- Basic Criteria
- Reasons for a street vacation (development, dead end area, etc.)
- Where a street vacation could take place

- Updates to Chapter 17 as part of the new code Chapter 11.48.
- Upcoming Planning Commission public hearing
- Briefing to Community Development Committee – move forward with draft code
- New code will be unique to Stanwood
- Examples of areas that a vacation could take place
- Use permits vs street vacation
- Easements over right-of-ways

TN Zoning Docket Discussion
Commission Shepro recused himself from the Board. Mr. Shepro submitted the TN Zoning Docket application and cannot vote or be a part of the Commission discussion on the item.

The TN Zoning Docket item will complete an analysis of the zone. Planning Commission and Public discussion included:

- Purpose and intent of the original TN Zone
- All TN Zoning changes that have occurred
- Population allocations
- Density requirements (what is actually being built and what was expected)
- Mix of housing types
- Public outreach ("café" style workshops and open houses)
- Planning Commission recommendation and City Council adoption

Miscellaneous *Business*

- Shoreline Master Plan – update will include changes that are state mandated and will be coming before the Planning Commission
- Josephine Property – purchase and sale agreement will go before the Council. Then a wetland and critical areas studies will be completed.
- Viking Way update

Additional Public Comments

Tim Schmitt, 27308 101st Avenue, Stanwood, spoke about the encroachments of property owners onto public property.

Recent Council Action on Commission Items

Upcoming Items

- The Planning Commission Meeting on February 25, 2019 has been cancelled and a joint Planning Commission and City Council Meeting will take place on February 28, 2019 at the Stanwood Fire Station at 7:00 pm.

Adjourn

The meeting adjourned at 8:21 PM.

_____
Amy Rusko, City of Stanwood

STANWOOD PLANNING COMMISSION MINUTES

March 11, 2019

Call to Order

Vice-Chair Shepro called the meeting to order at 6:31 PM with the following Commissioners present: Darren Robb, Randy Heagle, Sid Roberts, Marcus Metz, and Lance Dennis. Commissioner Utgard was absent. Staff present; Community Development Director Patricia Love, City Planner Amy Rusko and Administrative Assistant Krista Hintz. Also known to be present: Cathy Wooten, Tim Schmitt, Anna Nelson, Mike Carmichael and Peggy Wendell.

Public Requests or Comments

Tim Schmitt, 27308 101st Avenue, Stanwood. Mr. Schmitt expressed the desire to see Planning Commission meetings broadcast through Facebook Live Stream.

The committee discussed various aspects of live streaming the meetings and will add it as a future discussion item with some general information regarding records retention.

Minutes

The minutes of the February 19, 2019 meeting were approved as presented.

New Business

Street Vacation Ordinance Discussion

City Planner Amy Rusko presented the following amendments to Code.
A new Title 11 will be established and named Streets and Sidewalks.

- Under Title 11, Chapter 11.48 Street Vacations will be renamed Vacations of Streets and Alleys.
- The Land Use Code, Chapter 17.81A-1 Changed the permit type name from Right-of-Way Vacation to Vacations of Streets & Alleys.
- Chapter 17.81B.515 Removed text that is no longer needed within Chapter 17. The new Chapter 11.48 includes these regulations.
- Chapter 17.81B.555 Removed text that is no longer needed within Chapter 17. The new Chapter 11.48 includes these regulations.

Next Steps:

Community Development Committee
Public Works Committee first week of April
Planning Commission late April/early May
Public Hearing Public Hearing
City Council Public Hearing
City Council Adoption

Shoreline Master Plan
The Shoreline Management Act requires all jurisdictions review and update their Shoreline Management Plans on an eight (8) year schedule established by the Legislature. The review ensures that local SMP's stay current with changes in state laws and rules, remains consistent with other Stanwood plans and regulations, and is responsive to changing circumstances, new information and improved data.

Stanwood is required to update its SMP on or before June 30, 2019. The State is not requiring any major updates to our inventory, restoration efforts, or cumulative impacts analysis. However, we must include all state mandates updated between 2007 and 2017 as well as any local changes which have occurred since the last SMP adoption.

State mandated changes to definitions of three major areas:

- Developments -What is not included
- Floodways: If you have flood control devices in place, the flood zone must not be further back behind the device
- Non-conforming: Uses, Structures, and Lots were broken out into their own definitions

Procedural Changes to State Law:

- All shoreline permits shall be processed in accordance with SMC.17.80 Administration; 17.81A, Procedures; and 17.81B Types of Land Use Review. WSDOT
- Coordinated Review
- Special Procedures for WSDOT Projects 90 day review period changed from 120 day
- References of Periodic Review-change to transmittal to Department of Ecology

Exemptions- State has a list, if you meet the exemptions you do not have to apply for a Substantial Development Project Permit but still need to meet the requirements of the Shoreline Code. SMC deleted the ever changing list and referenced back to the RCW for real time record.

Exceptions-Do not fall under jurisdiction of the Shoreline Management Act.

Critical Areas-Change to buffer for non-shoreline areas and change to buffer for shoreline areas to be consistent

Standards established in 2014 are still in place.

TN Zoning Docket Discussion
Commission Shepro recused himself from the Board. Mr. Shepro submitted the TN Zoning Docket application and cannot vote or be a part of the Commission discussion on the item.

The City has been reviewing the Traditional Neighborhood zoning regulations for community compatibility and meeting the city's population allocation targets. Population projections are prepared by the Office of Financial Management and the Puget Sound Regional Council establishes public policy on how populations should be distributed throughout the four County

region of King, Pierce, Kitsap and Snohomish. These public policy documents referenced as Vision 2020, Vision 2040 and Vision 2050 are currently out for public review. Once the growth strategies are established, cities and counties work together at the local level to distribute that population based on zoning and land capacity. In February, a draft outline was prepared highlighting the steps moving forward with the project. The report focuses on Step 1: Comprehensive Evaluation and Population Allocation. The state requires cities to plan for future growth. Staff presented the history of the TN zone as it relates to the Comprehensive Plan.

Miscellaneous Business

Commissioner Shepro inquired if Island County has a similar Vision 2050 plan. Patricia Love has been attending their meetings and reported that Island County has amended their bylaws and included Stanwood as a non-voting member

Additional Public Comments

Cathy Wooten, 27828 84th Avenue, Stanwood. Ms. Wooten requested an update on Park Impact Fees. Patricia Love responded that the discussion is on the April agenda.

Recent Council Action on Commission Items

No action to report, however, Council will be looking at a purchase and sale agreement for the Josephine Property for expansion of Heritage Park.

Upcoming Items

The next Planning Commission meeting is scheduled for March 25, 2019 at 6:30 p.m.

Adjourn

The meeting adjourned at 8:23 PM.

_____
Krista Hintz, City of Stanwood

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 6a

DATE: April 25, 2019

SUBJECT: Police March 2019 Compstat Report

CONTACT PERSON: Amanda Slattery, Police Records Clerk

ATTACHMENTS: A – March 2019 Compstat Report

SUMMARY STATEMENT

Attached is the March 2019 Compstat Report for council review.

Stanwood Police Department

March 2019

Administrative Personnel

Chief Norm Link
Sergeant Greg Sanders
Amanda Slattery – Stanwood City Employee
Stacey Davis – Stanwood City Employee

Operational Personnel

	Assigned	Vacancies	Percentage
Sergeants	2	0	100%
MPD	0	0	N/A
Deputies	6	0	100%
SRO	1	0	100%
Detectives	1	0	100%
Total	10	0	100%

Area of Operation

The City of Stanwood contracts its police services through the Snohomish County Sheriff's Office. The population for Stanwood is currently 6,635, however due to the makeup of the community the service population is 40,000+. Stanwood's city limit encompasses 2.8 square miles.

COMPSTAT REPORT

Type of Crime	March 2019	Year To Date 2019	March 2018	Year To Date 2018
Homicide	0	**0**	0	**0**
Rape	0	**0**	1	**1**
Robbery	0	**0**	1	**3**
Assault	4	**6**	5	**15**
Burglary	2	**3**	1	**5**
Larceny	15	**24**	10	**34**
Motor Vehicle Theft	2	**3**	2	**8**
General	**March 2019**	**Year To Date 2019**	**March 2018**	**Year To Date 2018**
Calls for Service (Incidents)	1012	**1378**	706	**1963**
Case Reports	58	**106**	62	**167**
Traffic Collisions	8	**18**	12	**33**
Arrests (Adult/Juvenile)	10	**34**	19	**61**
Drug Arrests	0	**0**	1	**8**
Warrant Arrests	3	**8**	4	**9**
Impaired Driving Arrests	2	**4**	0	**0**
Infractions Issued	36	**41**	7	**21**
Public Disclosure Requests	38	**51**	43	**126**
Concealed Pistol Licenses	41	**110**	67	**193**
Fingerprinting & Approx. timeframe	37 @ 9.25 hrs	**95 @ 23.75hrs**	52 @ 13hrs	**132 @ 33hrs**
Pistol Transfer Checks	26 @ 8.58 hrs	**64 @ 21.12hrs**	N/A	**N/A**

City Collisions for March 2019

City Collisions for March Totals: 8					
Date	**Case Number**	**Location**	**H & R**	**Injured**	**Reason**
3/2/2019	2019-1420	10200 Block of 270th ST NW	x		Exit from parallel parking
3/6/2019	2019-1519	8900 Block of SR 532			Speed/Too Fast for Conditions
3/7/2019	2019-1578	8100 Block of Pioneer HWY	x		Speed/Too Fast for Conditions
3/8/2019	2019-1591	8400 Block of SR 532			Following too close/Failure to Stop
3/12/2019	2019-1724	1200 Block of SR 532			Failure to Stop
3/22/2019	OO19-2053	7500 Block of 272nd ST NW			Failure to yeild
3/21/2019	OO19-2002	7600 Block of 272nd ST NW			Scuffed bumpers exiting parallel parking spot
3/24/2019	2019-2122	27100 Block of 102nd Ave NW		x	Failure to yeild

Stanwood School District Resource Officer (SRO)
Activity Report March 2019

ACTIVITY	SHS	PSMS	SMS	CES	SES	TCE	EBE	UBE	LHHS
Administrative	38	7	1	4					
Arson									
Assault									
Bomb Threat									
Burglary									
Collision									
Counseling									1
CPS Referral									
Crisis Planning									
Felony VUCSA									
Fight									
Harassment	1								
Mal Mis									
Marijuana									
Mental Health	1								
MIP									
Paraphernalia									
Public Assist				1					
Runaway	1								
Sexual Assault									
Suspicious	4	2	3		1				2
Teaching	2								
Theft									
Trespass									
Violation of Order									
Warrant									
Weapons									

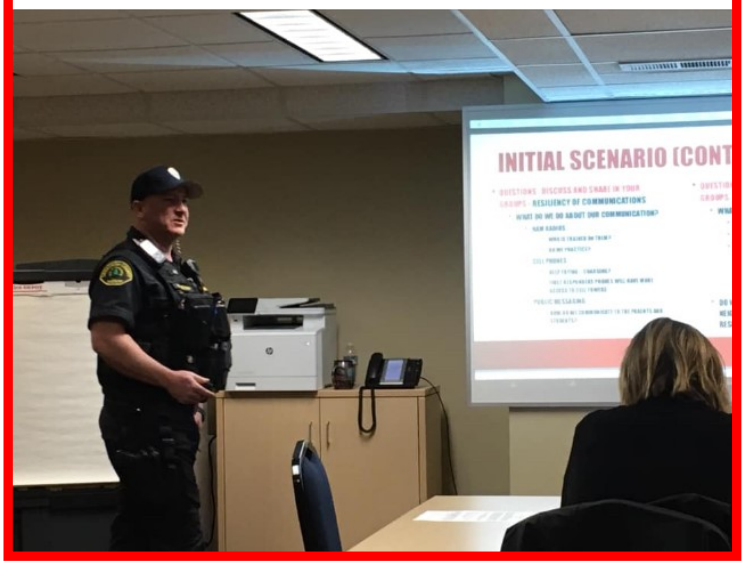
Stanwood Camano School District Resource Officer MARCH NEWSLETTER

March 2019

SCHOOL SAFETY!

March has been a great month for the Stanwood Camano School District for training to keep our schools safe, and to prepare for disasters. On March 12th, Deputy McCurry met with school staff and administrators for a 2&1/2 hour earthquake tabletop exercise. Deputy McCurry worked staff and administrators through a very real PowerPoint presentation where a 6.5 earthquake hit the Devil's Mountain fault line which runs from Darrington, through Mount Vernon and the north end of Whidbey island. Key points of the presentation were the fact that emergency services could be severely delayed, or nonexistent. This made the staff and administrators come up with plans and ideas on how to provide first aid, and the basic needs for staff and students in a major earthquake event (shelter, food, water, & reunification). Also discussed was what education would look like AFTER the event with damaged or destroyed schools. A lot of good ideas and plans were discussed.

School Resource Officer McCurry teaching disaster preparedness with Stanwood-Camano School District staff. #StanwoodStrong



CLIMATE & CULTURE

On March 27th, staff and administrators at Stanwood High School met in the library before late start to train on the current status of our high school climate, and culture. Staff were broken up into numerous teams where they discussed how our current climate and culture appeared to each team. Teams highlighted what they liked about the climate and culture, as well as they highlighted issues that concern them and noted ideas to help or change those concerns. At the end of the session, teams chose the MOST important concerns and noted them on slips of paper to be handed into administration. Administration can use this valuable information to target areas of concern to help staff and students feel better about our school environment.

Stanwood Camano School District Resource Officer March Newsletter

March 2019

SMART SPARTANS

March was a big month for the Stanwood High School Hi-Q and Knowledge Bowl teams. Hi-Q tryouts occurred in October, and they came up with a team of 8 students. Each team member specializes in a specific topic such as current events, sports, art, plays, geography and more. Matches were held in January and February with our Spartans winning and going to State, which were held at our very own Stanwood High School. Scoring ranges from 0-4 points per question, with the ability to "steal" your opponents points. Hi-Q is unique in that each student answers their own question and is responsible individually to help their team score points and win their match. With their hard work, accountability and team spirit, our Spartans brought home the trophy, winning the State Hi-Q championship! Our Hi-Q Spartans have earned a spot in the Hi-Q Nationals happening April 5th. This event will be held online with our team here in Stanwood, in a "Skype" type of forum where they will battle it out with other teams nationally.

The Knowledge Bowl also held tryouts in October. The knowledge bowl differs from Hi-Q in various ways. In the Knowledge Bowl three teams of six are created in *almost* a varsity, JV, c-team style. The teams met on Friday afternoons to practice their knowledge. This format differs in that all 6 team members get a random "trivia" question and have an allotted amount of time to come up with an answer, with a team captain giving the final answer. Matches were held in November through February with our Spartans earning a trip to the State Knowledge Bowl in Yakima. Many schools were represented at state, including 4A schools. Our Knowledge Bowl Spartans ended up winning the 3A State title. Interesting fact, their score was even higher than the 4A classification schools. There is no national Knowledge Bowl event. We're very proud of our Smart Spartans!

CONSTRUCTION

Construction is visibly beginning

to take shape!

Stanwood Police Department
Detective Report
March Newsletter

March 2019

STOLEN WALLET

On 03-20-19 at about 4:00pm a man left his wallet at the Starbuck's counter inside the Stanwood QFC store and realized it was missing when he returned a short time later. The store manager reviewed associated video, but did not recognize the person who took the wallet. Video was requested from QFC. The suspects image was posted on Facebook requesting the publics help to identify the suspected wallet thief.

BURGLARY

On 03-07-19 at about 5:30pm deputies responded to the report of a burglary in progress in the 28400 block of 80 AV NW, Stanwood. A woman called police after she noticed a black Dodge Durango parked in the drive way at her family's vacant farm. Two subjects were seen carrying items from the garage to their vehicle. The reporting party recorded the license plate as the vehicle fled the area.

On 03-08-19 at about 6:00am Deputy Vaughn observed a black Dodge Durango being pushed by two subjects on State Route 532, Camano Island. The vehicle's license matched the plate on the Durango associated with the burglary.

Deputy Vaughn noticed items inside the Durango similar to items reported stolen during the burglary. The vehicle was impounded for a search warrant.

Detective Martin interviewed two of the three subject's associated with the Durango.

Detective Martin served two search warrants on the Durango. Items from the burglary were recovered as well as evidence of forgery and identity theft.

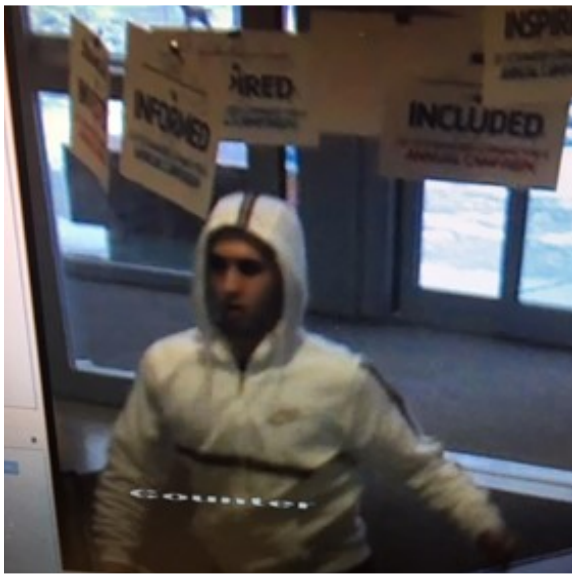
Investigation continues…..

YMCA LOCKER ROOM THEFT

The morning of 03-07-19 a male wearing white hooded sweatshirt entered the Stanwood YMCA and walked to the men's locker room. The male walked out of the building about ten minutes later. Several male YMCA members discovered items missing from the locker room.

A short time later, the same male wearing a blue hooded sweatshirt was captured on video at the Stanwood QFC store using a credit card stolen from the YMCA.

Detective Martin is attempting to identify



CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	9a
DATE:	April 25, 2019
SUBJECT:	State of Washington Department of Commerce Grant Contract
CONTACT PERSON:	Patricia Love, Community Development Director
ATTACHMENTS:	A – Award Letter B – Grant Contract Number 16-93205-016

ISSUE

The issue in front of the City Council is to authorize the Mayor to sign the State of Washington Department of Commerce (DOC) Grant Contract for the Police Station / City Hall civic campus property acquisition.

RECOMMENDATION

Authorize the Mayor to sign the State of Washington Department of Commerce Grant contract and proceed with the reimbursement request in the amount of $291,000.

SUMMARY

In 2015, the state Legislature appropriated $300,000 for the Stanwood Police Station / City Hall property acquisition project. The Department of Commerce manages these grants for the state and keeps three percent to cover their administrative costs. (Attachment A) The final grant amount totaled $291,000.

Based on the award letter, the City began the negotiation process to purchase 1.25 acres of property across from the high school on 72nd Avenue NW from Vine Street Investors LLC. After undergoing a due diligence process, the City closed on the property in December of 2018.

DISCUSSION

As with most state grants, the state allocation is based on reimbursing the city for funds spent on the project. Attached is the Department of Commerce contract (Attachment B) that outlines the reimbursement process. Prior to submitting for the reimbursement, the

contract with the Department of Commerce must be accepted by the City Council and signed by the Mayor.

The grant contract comes with some restrictions which has been reviewed by staff and the City Attorney.

- Funds need to be expended by June 30, 2019; the City plans on submitting for reimbursement as soon as the contract is signed by the Mayor and the state.

- Commerce requires the City to certify it has the funds to complete the project. Copies of the Council motion to approve the site acquisition have been provided to the state as well as a copy of the recorded deed.

- Insurance is required; the City has provided the state with a copy of the Washington Cities Insurance Authority (WCIA) coverage letter.

- The site must be used for the Police Station / City Hall civic campus for at least 10 years after grant acceptance.

- Coordination with the Department of Historic Preservation and local Tribes is required prior to construction of the facilities.

- The contract requires the City to provide broad indemnity that is favorable to Commerce. This is a standard requirement of the state and cities must be willing to accept the terms to receive the grant funds.

FISCAL IMPACT

The 2017 / 2018 budget included $600,000 for the purchase of the future Police Station / City Hall civic campus site. The DOC Grant reimburses just under half the City's costs. These funds have been expended and the property purchased. The purpose of this request is to seek reimbursement from the state for $291,000.

If the Council chooses not to accept the terms of the contract or the funds, the full cost of the property acquisition will be paid out of city funds.

COMMITTEE RECOMMENDATION

The Community Development Committee was briefed on the pending contract on January 10, 2019. The Committee was supportive of finalizing the contract with the State to receive the reimbursement funds.

CITY COUNCIL OPTIONS

1. Authorize the Mayor to sign the Washington State Department of Commerce Grant for $291,000.

2. Do not accept the Washington State Department of Commerce Grant for $291,000.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE STATE OF WASHINGTON DEPARTMENT OF COMMERCE GRANT ACKNOWLEDGEMENT CONTRACT AS PROVIDED IN ATTACHMENT "B" ACCEPTING GRANT FUNDING IN THE AMOUNT OF $291,000 FOR THE CITY OF STANWOOD POLICE STATION / CITY HALL RELOCATION PROJECT.

ATTACHMENT A

STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

August 5, 2015

Deborah Knight
City of Stanwood
10220 270th Street NW
Stanwood, WA 98292

Dear Ms. Knight:

Congratulations! Governor Inslee recently signed the 2015–2017 State Capital Budget, which includes an appropriation of $300,000.00 for the City of Stanwood Police Station/City Hall Relocation Project. The Department of Commerce, which will administer the project, will retain three percent (up to a maximum of $50,000) to cover our direct administrative costs. Accordingly, your net grant award will be $291,000.00.

Prior to receiving funds, your organization will need to fulfill the following requirements:

- Provide documentation of your organization's financial ability to complete the project. All funds from sources other than the state must be expended, raised, or secured by documented pledges or loans.
- Any property relevant to the project must be owned or secured by a long-term lease that remains in effect for a minimum of ten years following the final payment date. A lien on owned property is also required when receiving grants over $250,000.
- Prevailing wages must be paid for all construction labor costs incurred as of July 1, 2015.
- Review by the Washington State Department of Archaeology and Historic Preservation.
- Your project may also need to comply with the state's green buildings standards (RCW 39.35D).

Please fill out the enclosed Contract Readiness Survey and return it at your earliest convenience. Also enclosed is a comprehensive set of contracting guidelines to assist you with the contracting process. If you have any questions or need additional information, please contact Sheryl Reed at (360) 725-3074.

Sincerely,

Diane Klontz, Assistant Director
Community Services and Housing Division

Enclosure

Department of Commerce

Grant to

City of Stanwood

through

The Local and Community Projects 2016 Program

For

City of Stanwood Police Station/City Hall Relocation - City Hall/Public Safety facility property acquisition.

Start date: July 1, 2015

TABLE OF CONTENTS

Face Sheet 1

Special Terms and Conditions 2

1. Grant Management 2
2. Compensation 2
3. Certification of Funds Performance Measures 2
4. Prevailing Wage Law 3
5. Documentation and Security 3
6. Basis for Establishing Real Property Values for Acquisitions of Real Property 4
7. Expenditures Eligible for Reimbursement 4
8. Billing Procedures and Payment 4
9. Subcontractor Data Collection 5
10. Insurance 5
11. Order of Precedence 6
12. Reduction in Funds 7
13. Ownership of Project/Capital Facilities 7
14. Change of Ownership or Use for GRANTEE-Owned Property 7
15. Change of Use for Leased Property Performance Measure 7
16. Modification to the Project Budget 8
17. Signage, Markers and Publications 8
18. Historical and Cultural Artifacts 8
19. Reappropriation 9
20. Termination for Fraud or Misrepresentation 9

General Terms and Conditions 1

1. Definitions 1
2. Access to Data 1
3. Advance Payments Prohibited 1
4. All Writings Contained Herein 1
5. Amendments 1
6. Americans with Disabilities Act (ADA) 2
7. Assignment 2
8. Attorney's Fees 2
9. Audit 2
10. Confidentiality/Safeguarding of Information 3
11. Conflict of Interest 3
12. Copyright Provision 4
13. Disputes 4
14. Duplicate Payment 5
15. Governing Law and Venue 5
16. Indemnification 5
17. Independent Capacity of the Grantee 5
18. Industrial Insurance Coverage 5
19. Laws 6
20. Licensing, Accreditation and Registration 6
21. Limitation of Authority 6
22. Noncompliance with Nondiscrimination Laws 6
23. Pay Equity 6
24. Political Activities 7
25. Publicity 7
26. Recapture 7
27. Records Maintenance 7
28. Registration with Department of Revenue 7

29. Right of Inspection 7
30. Savings 7
31. Severability 8
32. Site Security 8
33. Subgranting/Subcontracting 8
34. Survival 8
35. Taxes 8
36. Termination for Cause 8
37. Termination for Convenience 9
38. Termination Procedures 9
39. Treatment of Assets 10
40. Waiver 10

Attachment A, Scope of Work; Attachment B, Budget; Attachment C, Availability of Funds; Attachment D Certification of Prevailing Wages; Attachment E, Certification of LEED

FACE SHEET

Grant Number: 16-93205-016

Washington State Department of Commerce
Local Government Division
Community Capital Facilities Unit

1. GRANTEE	**2. GRANTEE Doing Business As (optional)**
City of Stanwood 10220 270th Street NW Stanwood, Washington 98292	
3. Grantee Representative	**4. COMMERCE Representative**
Patricia Love Community Development Director (360) 454-5206 patricia.love@ci.stanwood.wa.us	Sheryl Reed Project Manager (360) 725-3074 Fax 360-586-5880 sheryl.reed@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525

5. Grant Amount	**6. Funding Source**	**7. Start Date**	**8. End Date**
$291,000.00	**Federal:** ☐ **State:** ☒ **Other:** ☐ **N/A:** ☐	7/1/2015	6/30/2021

9. Federal Funds (as applicable)	**Federal Agency**	**CFDA Number**
N/A	**N/A**	**N/A**

10. Tax ID #	**11. SWV #**	**12. UBI #**	**13. DUNS #**
91-6001509	0015238-02	319-008-103	**N/A**

14. Grant Purpose

The outcome of this performance-based contract is the property acquisition for the future site of the City of Stanwood Police Station and City Hall as referenced in Attachment A – Scope of Work.

COMMERCE, defined as the Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Certification of Availability of Funds to Complete the Project, Attachment "D" – Certification of the Payment and Reporting of Prevailing Wages, Attachment "E" – Certification of Intent to Enter LEED process.

FOR GRANTEE	**FOR COMMERCE**
Leonard Kelley, Mayor	Mark K. Barkley, Assistant Director
Date	Date
	APPROVED AS TO FORM Luke Esser, AAG
	3.29.19 Date

SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

THIS CONTRACT, entered into by and between the City of Stanwood (a unit of local government) hereinafter referred to as the GRANTEE), and the Washington State Department of Commerce (hereinafter referred to as COMMERCE), WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2015, 3rd Special Session, Chapter 3, Section 1040, and in Laws of 2017, 3rd Special Session, Chapter 4, Section 1044 made an appropriation to support the Local and Community Projects 2016 Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for acquisition, construction, or rehabilitation (a venture hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the GRANTEE and their contact information are identified on the Face Sheet of this Grant.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed $291,000.00 for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

A. The release of state funds under this contract is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

i) Eligible Project expenditures prior to the execution of this contract.

ii) Cash dedicated to the Project.

iii) Funds available through a letter of credit or other binding loan commitment(s).

iv) Pledges from foundations or corporations.

v) Pledges from individual donors.

vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.

vii) In-kind contributions, subject to COMMERCE'S approval.

B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE'S review upon reasonable request.

4. PREVAILING WAGE LAW

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

5. DOCUMENTATION AND SECURITY

The provisions of this section shall apply to capital projects performed by nonprofit organizations that involve the expenditure of over $500,000 in state funds. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only are exempt from this section.

A. Deed of Trust. This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of contract execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the grant as set forth in Section 2, hereof.

B. Term of Deed of Trust. The Deed of Trust shall remain in full force and effect for a period of ten (10) years following the final payment of state funds to the GRANTEE under this grant. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.

C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.

D. Subordination. COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

a. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.

b. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

The GRANTEE may be reimbursed, at the rate set forth elsewhere in this contract, for Project expenditures in the following cost categories:

A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;

B. Design, engineering, architectural, and planning;

C. Construction management and observation (from external sources only);

D. Construction costs including, but not limited to, the following:
Site preparation and improvements;
Permits and fees;
Labor and materials;
Taxes on Project goods and services;
Capitalized equipment;
Information technology infrastructure; and
Landscaping.

8. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for one-hundred percent (100%) of eligible Project expenditures, up to the maximum payable under this contract. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the contract. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this contract, or within fifteen (15) days following the end of the state biennium unless contract funds are reappropriated by the Legislature in accordance with Section 18, hereof.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

9. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

10. INSURANCE

The GRANTEE shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subgrantee, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The GRANTEE shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than $1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

A. The amount of fidelity coverage secured pursuant to this Grant shall be $2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.

B. Subgrantees that receive $10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.

C. The GRANTEE shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

11. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions

- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages
- Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

12. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the contract period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the contract accordingly.

13. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this contract; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this contract. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this contract.

14. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this contract, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.

B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this contract.

C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 26 (Recapture provision).

15. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this contract shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.

B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 19 (Recapture Provision).

16. MODIFICATION TO THE PROJECT BUDGET

A. Notwithstanding any other provision of this contract, the GRANTEE may, at its discretion, make modifications to line items in the Project Budget (Attachment B), hereof, that will not increase the line item by more than fifteen percent (15%).

B. The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Project Budget (Attachment B,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.

C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.

D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 2 of this contract.

17. SIGNAGE, MARKERS AND PUBLICATIONS

If, during the period covered by this contract, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

18. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, Contractor shall complete the requirements of Governor's Executive Order 05-05, where applicable, or Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources s discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 05-05, coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05.

In the event that the Contractor finds it necessary to amend the Scope of Work the Contractor may be required to re-comply with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act.

19. REAPPROPRIATION

A. The parties hereto understand and agree that any state funds not expended by June 30, 2019 will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.

B. In the event any funds awarded under this contract are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

20. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this contract, COMMERCE reserves the right to terminate or amend this contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Department of Commerce.

C. "GRANTEE" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.

D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

E. "State" shall mean the state of Washington.

F. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate Grant with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.

G. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.

H. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys fees and costs.

9. AUDIT

A. General Requirements

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE.

C. Documentation Requirements

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.

- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

11. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The CONTRACTOR and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant, or any matter related to the project funded under this Grant or any other state funded project, including but not limited to formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the CONTRACTOR may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

12. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the GRANTEE hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

13. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

14. DUPLICATE PAYMENT

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

15. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

16. INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE'S or any subgrantee's/subcontractor's performance or failure to perform the Grant. GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

17. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

18. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

19. LAWS

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

20. LICENSING, ACCREDITATION AND REGISTRATION

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

21. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

23. PAY EQUITY

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
b. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
   (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

   (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

   (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.

24. POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

25. PUBLICITY

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

26. RECAPTURE

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

27. RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

GRANTEE shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

28. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

29. RIGHT OF INSPECTION

The GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

30. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

31. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

32. SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

33. SUBGRANTING/SUBCONTRACTING

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this contract without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

34. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

35. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

36. TERMINATION FOR CAUSE

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.
The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

37. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

38. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AUTHORIZED REPRESENTATIVE shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the GRANTEE such sum as the AUTHORIZED REPRESENTATIVE determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AUTHORIZED REPRESENTATIVE, the GRANTEE shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;

5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and
7. Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

39. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

40. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A

Scope of Work

These funds will be used for property acquisition for the future site of the City of Stanwood Police Station and City Hall located off of 72nd Avenue NW in Stanwood. This includes but is not limited to the purchase of a 1.25 acre parcel, #320420003019000.

The property will be the future site of a Police Station and City Hall.

The project was completed December 2018.

All project work completed with prior legislative approval. The "Copyright Provisions", Section 12 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

_____
GRANTEE

_____
TITLE

_____
DATE

Attachment B

Budget

Line Item	Amount
Architecture & Engineering	$0.00
Site Acquisition	$600,000.00
Construction	$0.00
Capitalized Equipment	$0.00
Contingency	$0.00
Other	$0.00
Total Contracted Amount:	**$600,000.00**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

_____
GRANTEE

_____
TITLE

_____
DATE

Attachment C

Certification of the Availability of Funds to Complete the Project

Non-State Funds	Amount	Total
City Building Improvement Fund	$309,000.00	
Total Non-State Funds	$309,000.00	$309,000.00
State Funds		
State Capital Budget	$291,000.00	$291,000.00
Total Non-State and State Sources		**$600,000.00**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE'S review upon reasonable request.

_____
GRANTEE

_____
TITLE

_____
DATE

Certification of the Payment and Reporting of Prevailing Wages

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as of July 1, 2015 including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE'S review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

_____
GRANTEE

_____
TITLE

_____
DATE

Attachment E

Certification of Intent to Enter the
Leadership in Energy and Environmental Design (LEED) Certification Process

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this contract. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

NOT APPLICABLE

_____
GRANTEE

_____
TITLE

_____
DATE

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7a

DATE: April 25, 2019

SUBJECT: Public Works Monthly Report – March 2019

CONTACT PERSON: Lisa Sokolik, Administrative Assistant

ATTACHMENTS: A – March Activity Reports

SUMMARY STATEMENT

The attached information shows tasks and activities associated with operations in the Public Works Department for the month of March 2019. This report includes the following:

- Water production
- Leak repairs
- Wastewater Treatment Plant testing and efficiency
- Work requested and completed in the Parks, Street, Drainage, and Buildings and Grounds divisions
- Adopt-A-Street Activity
- Volunteer hours

ATTACHMENT A

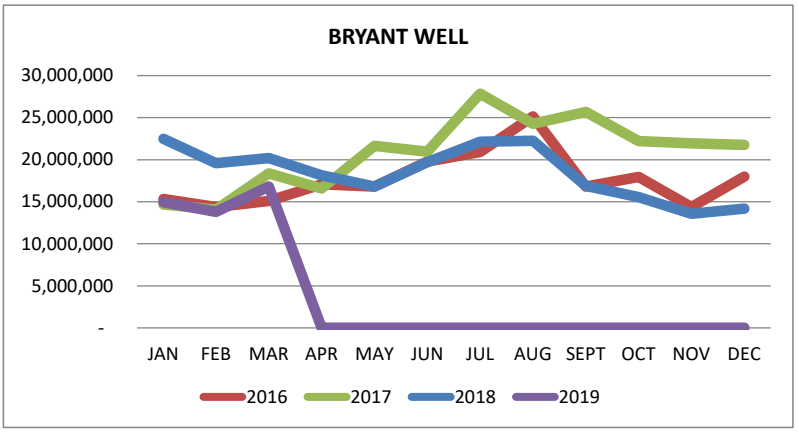
WELL PRODUCTION for 2019

	BRYANT WELL FIELD TREATMENT PLANT		CEDARHOME WELL									
MONTH	RUN TIME HOURS	GALLONS PRODUCTION	RUN TIME HOURS	GALLONS PRODUCTION	TOTAL PRODUCED	FLUSHES GALLONS	OTHER AUTHORIZED USAGE	USAGE BILLED	UNACCOUNTED FOR WATER IN GALLONS	LEAK LOCATIONS	HRS TO FIX	Cedarhome Well Rainfall inches
JAN	218	14,926,000	199	7,541,000	22,467,000	1,000,000	36,060	20,344,489	1,086,481			2.6
FEB	202	13,780,000	167	6,353,000	20,133,000	1,000,000	136,570	14,859,909	4,136,521	Johnson Farm	2.25	3.6
MAR	216	16,816,000	234	9,012,000	25,828,000	6,000,000	90,953	20,171,386	-434,339	95th Ave. (Leque Rd.), Pioneer Hwy	31.5	3.5
APR					-			-	0			
MAY					-			-	0			
JUN					-			-	0			
JUL					-			-	0			
AUG					-			-	0			
SEP					-			-	0			
OCT					-			-	0			
NOV					-			-	0			
DEC					-			-	0			
TOTALS	636	45,522,000	600	22,906,000	68,428,000	8,000,000	263,583	55,375,785	4,788,662		33.75	9.7

CITY of STANWOOD - Production Past 4 Years

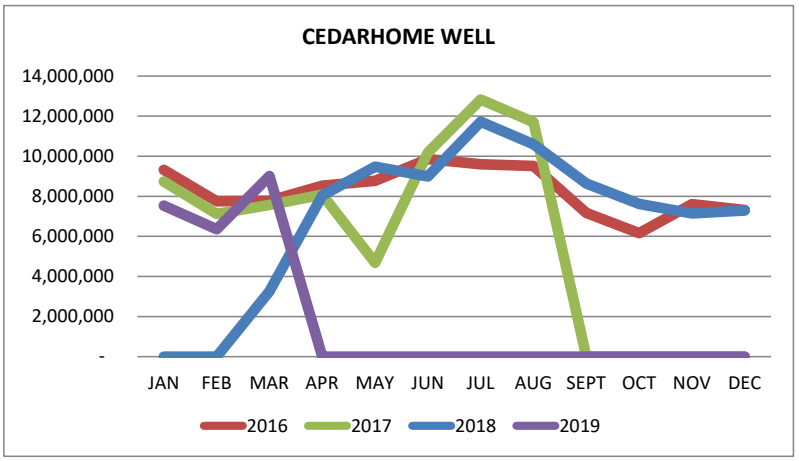
BRYANT WELL

	2016	2017	2018	2019
JAN	15,341,000	14,657,000	22,466,000	14,926,000
FEB	14,366,000	14,054,000	19,596,000	13,780,000
MAR	15,081,000	18,362,000	20,187,000	16,816,000
APR	17,062,000	16,567,000	18,125,000	-
MAY	16,799,000	21,656,000	16,825,000	-
JUN	19,791,000	20,950,000	19,710,000	-
JUL	20,936,000	27,868,000	22,137,000	-
AUG	25,141,000	24,262,000	22,245,000	-
SEPT	16,796,000	25,681,000	16,891,000	-
OCT	17,937,000	22,204,000	15,547,000	-
NOV	14,367,000	21,933,000	13,565,000	-
DEC	17,983,000	21,760,000	14,173,000	-
TOTAL	211,600,000	249,954,000	221,467,000	45,522,000



CEDARHOME WELL

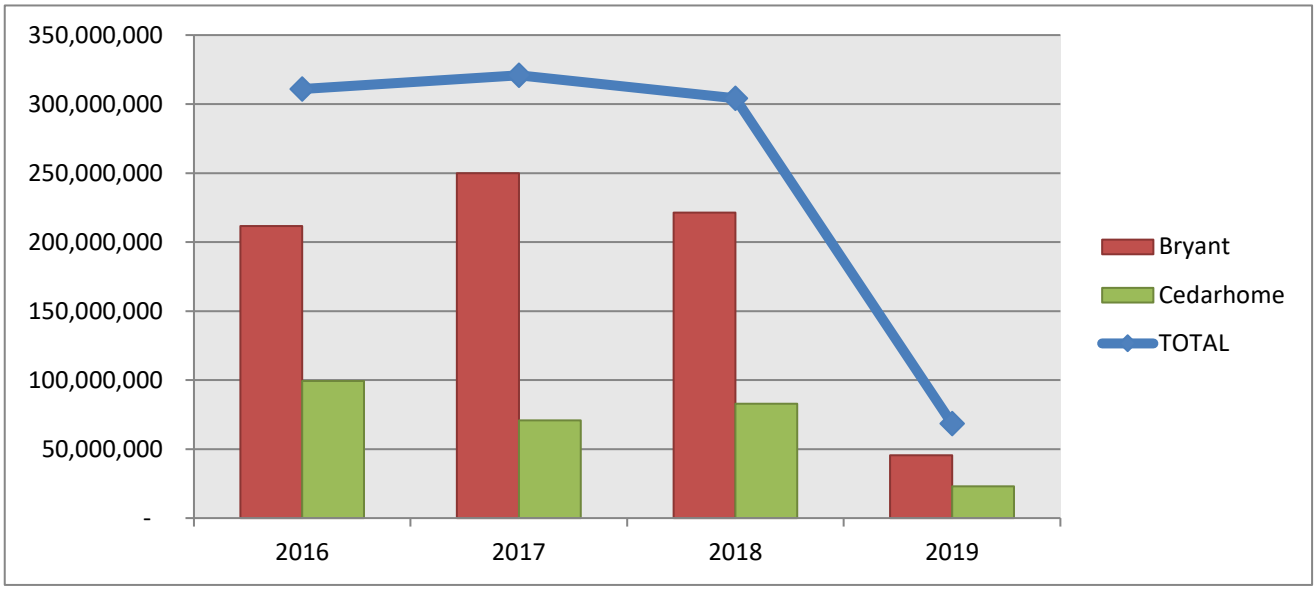
	2016	2017	2018	2019
JAN	9,320,000	8,735,000	-	7,541,000
FEB	7,757,000	7,120,000	-	6,353,000
MAR	7,784,000	7,569,000	3,259,000	9,012,000
APR	8,526,000	8,081,000	8,049,000	-
MAY	8,771,000	4,683,000	9,472,000	-
JUN	9,859,000	10,183,000	8,997,000	-
JUL	9,602,000	12,828,000	11,722,000	-
AUG	9,515,000	11,696,000	10,589,000	-
SEPT	7,170,000	-	8,634,000	-
OCT	6,162,000	-	7,623,000	-
NOV	7,610,000	-	7,147,000	-
DEC	7,320,000	-	7,287,000	-
TOTAL	99,396,000	70,895,000	82,779,000	22,906,000



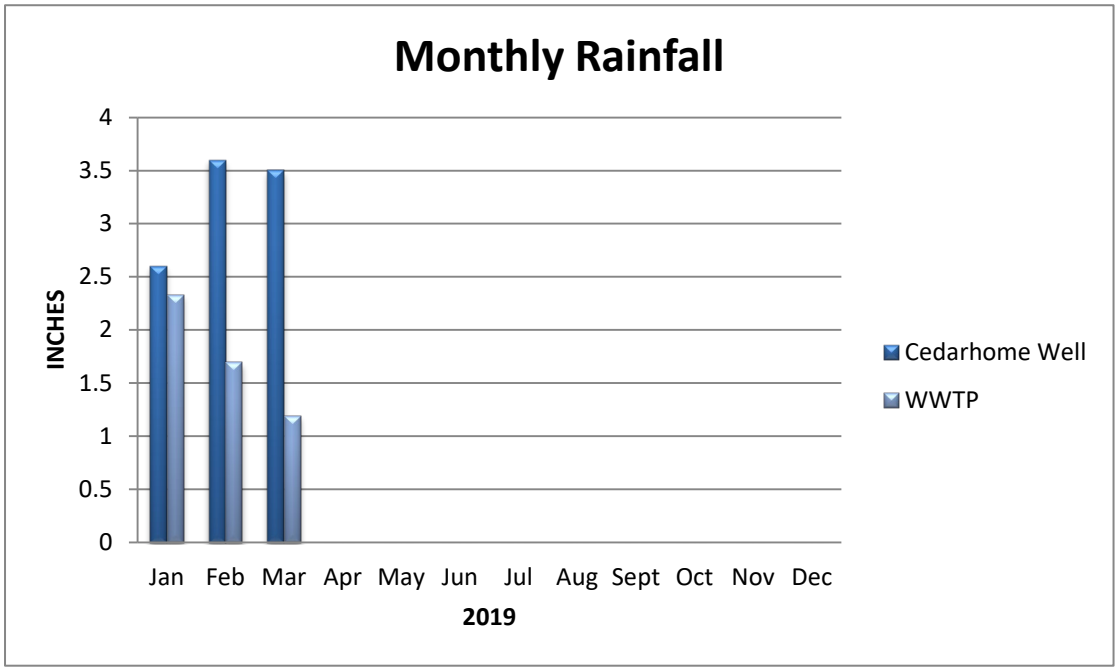
Annual Water Supply Comparison

Bryant Well vs. Cedarhome Well

	2016	2017	2018	2019
Bryant	211,600,000	249,954,000	221,467,000	45,522,000
Cedarhome	99,396,000	70,895,000	82,779,000	22,906,000
TOTAL	**310,996,000**	**320,849,000**	**304,246,000**	**68,428,000**



	Cedarhome Well	WWTP
Jan	2.6	2.33
Feb	3.6	1.69
Mar	3.5	1.19
Apr	0	0
May	0	0
Jun	0	0
Jul	0	0
Aug	0	0
Sept	0	0
Oct	0	0
Nov	0	0
Dec	0	0
TOTAL	**9.7**	**5.21**



CITY of STANWOOD
Wastewater Treatment Plant
Operational Report 2018 - 2019

	INFLUENT FLOW				TOTAL Rainfall	EFFLUENT PH 6.0 - 9.0			BIOLOGICAL OXYGEN DEMAND Range allowed > 85%	Avg Suspended Solids Range allowed > 85%	Effluent Temp C*			Fecal Coliform	
MONTH	Total (MG)	Avg (MGD)	High (MGD)	Low (MGD)	Inches	Low PH	High PH	Avg	Avg % Reduction	Avg % Reduction	Low	High	Avg	GEM 200/100 ml	GEM7 400/100 ml
Jan-18	23.66	0.76	1.15	0.56	4.04	7.37	7.68	7.50	99	99	13.3	14.2	13.57	3	5
Feb-18	26.05	0.93	1.90	0.65	5.16	7.38	7.60	7.46	99	99	11.6	14.4	12.89	2	3
Mar-18	19.20	0.62	0.78	0.53	2.05	7.38	7.80	7.62	99	99	12.7	15.2	13.86	4	4
Apr-18	24.19	0.81	1.36	0.52	4.92	7.50	7.67	7.63	99	99	13.9	16.9	15.02	4	12
May-18	15.65	0.50	0.67	0.43	0.25	7.53	7.87	7.74	98	98	16.9	20.8	19.30	6	6
Jun-18	14.00	0.47	0.51	0.43	1.16	7.77	7.92	7.83	99	98	19.0	21.6	20.36	5	13
Jul-18	13.69	0.44	0.54	0.39	0.3	7.78	7.90	7.85	98	99	20.7	23.8	22.08	5	7
Aug-18	13.74	0.44	0.49	0.42	0.09	7.55	7.89	7.77	99	98	21.1	23.6	22.81	4	4
Sep-18	13.20	0.44	0.49	0.40	1.24	7.49	7.89	7.72	99	99	20.5	22.4	21.25	4	5
Oct-18	14.23	0.46	0.54	0.42	1.79	7.36	7.77	7.63	99	99	18.1	20.4	19.05	6	10
Nov-18	16.44	0.55	0.72	0.48	4.08	7.34	7.66	7.53	99	99	15.2	18.1	16.57	9	60
Dec-18	18.41	0.59	1.11	0.45	3.04	7.30	7.54	7.45	99	99	14.2	15.8	15.09	7	14
Jan-19	18.31	0.59	0.85	0.52	2.33	7.25	7.55	7.43	99	98	13.4	15.5	14.34	5	6
Feb-19	17.90	0.64	0.91	0.50	1.69	7.32	7.58	7.46	99	99	12.8	15.2	13.66	3	4
Mar-19	18.19	0.59	1.03	0.48	1.19	7.48	7.61	7.54	99	98	12.5	16.2	14.28	4	6
Apr-19															
May-19															
Jun-19															
Jul-19															
Aug-19															
Sep-19															
Oct-19															
Nov-19															
Dec-19															

2019 ROW Division - Building & Grounds, Streets, Parks and Drainage

BLDG & GROUNDS: Hours per Facility

	City Hall	Library	Police & Fire	PW & WWTP
Jan	23	5	17	1
Feb	6	2.5	2	0
March	20	1.5	4	11
April				
May				
June				
July				
Aug				
Sept				
Oct				
Nov				
Dec				
TOTAL	49	9	23	12

STREETS: Hours

	Citizen Request	SIGNS *repair/maint*	PAINTING *street striping*	POTHOLES	Mow, Weed, & Spray	BANNERS	Special Event Set Up HRS
Jan	2	41	0	22	8	2	0
Feb	2	4	0	0	0	0	0
March	1	5.5	6	7	15	1	10
April							
May							
June							
July							
Aug							
Sept							
Oct							
Nov							
Dec							
TOTAL	5	50.5	6	29	23	3	10

PARKS

	# Citizen Requests	Church Creek RSVPs	Picnic Shelter Fees Collected	Other Facility Rental Fees	Vandalism # times	Mow & Weed HRS	Baseball Field HRS	Field Use Fees Collected	Volunteer Work-in Kind
Jan	0	0	$ -	$ -	8	0	7	$ -	$ -
Feb	0	1	$ -	$ -	3	0	0	$ 1,390.00	$ -
March	0	0	$ -	$ -	4	19	10	$ 180.00	$ -
April									
May									
June									
July									
Aug									
Sept									
Oct									
Nov									
Dec									
TOTAL	0	1	$ -	$ -	15	19	17	$ 1,570.00	$ -
					Total Fees Collected			$1,570.00	

DRAINAGE

	Retention Pond Maint. HRS.	Drainage Complaints	ISSUE	Hours
Jan		99th Ave: Flooding	No blockage, system was full	1
		Hennings: plugged drains	Cleaned 2 catch basins that were full	1
Feb	0.5	Candle Ridge: Citizen requested a lock for retention pond gate		0.5
Mar		Water over road - 99th	Catch basin not draining	5
Apr				
May				
Jun				
Jul				
Aug				
Sept				
Oct				
Nov				
Dec				

2019 VOLUNTEER HOURS

VOLUNTEER GROUP HOURS

Month	Group	Project	Number of Volunteers	Total Hours
		TOTAL	-	-

2019 ADOPT-A-STREET PROGRAM

2019 Yearly Total			
Total Volunteers	Total Days	Total Hours	Bags Collected
32	5	60	22

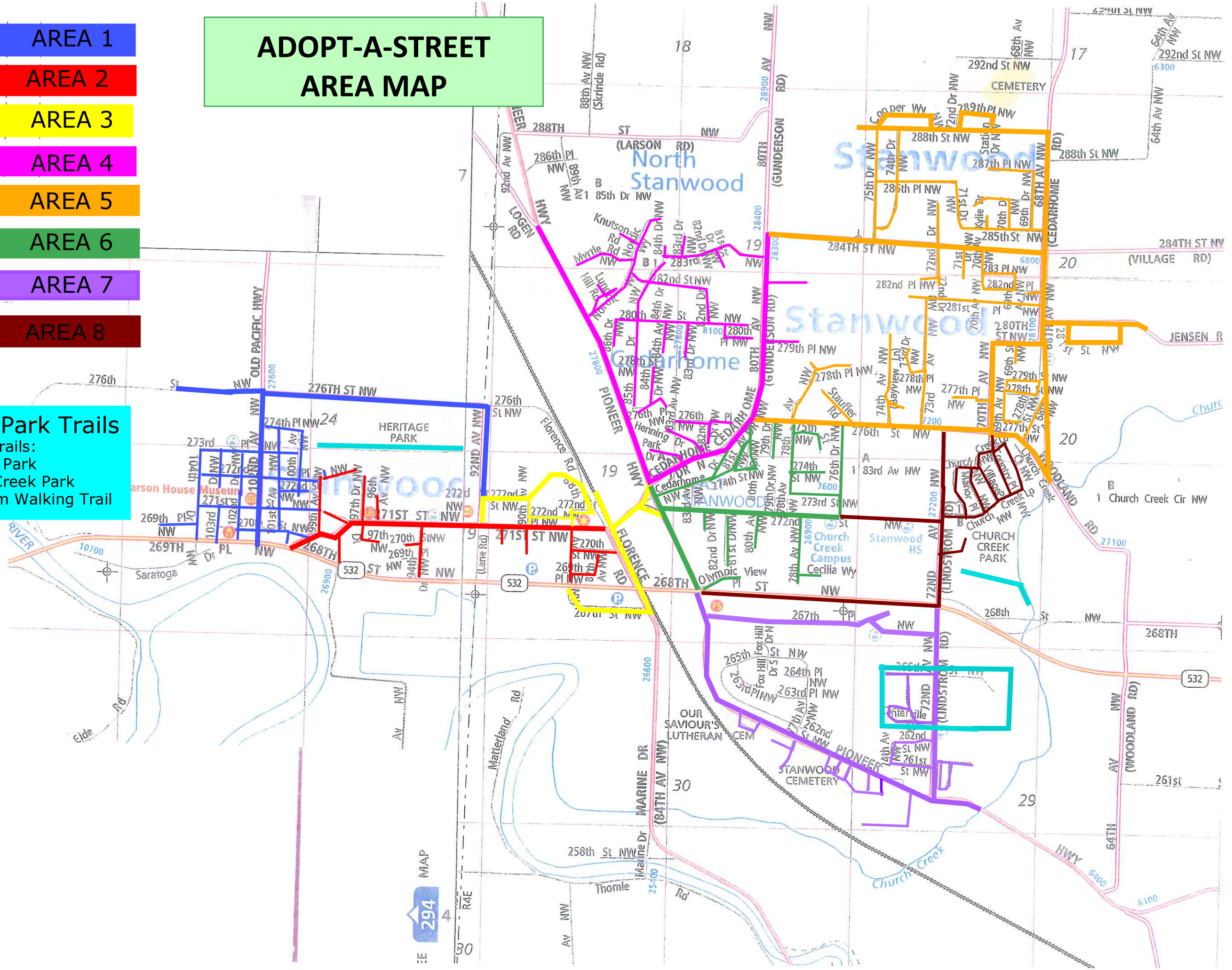
		1st Quarter Jan-Mar 2019				2nd Quarter Apr-Jun 2019				3rd Quarter Jul-Sept 2019				4th Quarter Oct-Dec 2019			
		Total Volunteers	Total Days	Total Hours	Bags Collected	Total Volunteers	Total Days	Total Hours	Bags Collected	*Total Volunteers	Total Days	Total Hours	Bags Collected	Total Volunteers	Total Days	Total Hours	Bags Collected
Area 2	Kiwanis Club																
Area 4	Sundberg Family	4	4	4	2												
Area 5	Pearce Family																
Area 7	Angels of America																
Area 9	Tidelands Church	28	1	56	20												
	TOTAL	32	5	60	22	0	0	0	0	0	0	0	0	0	0	0	0

ADOPT-A-STREET AREA MAP

- AREA 1
- AREA 2
- AREA 3
- AREA 4
- AREA 5
- AREA 6
- AREA 7
- AREA 8

AREA 9 Park Trails

Walking Trails:
*Heritage Park
*Church Creek Park
*Lindstrom Walking Trail


North Stanwood
Stanwood
Cedarhome
Stanwood
HERITAGE PARK
CEMETERY
CHURCH CREEK PARK
Church Creek Campus
Stanwood HS
STANWOOD CEMETERY
OUR SAVIOUR'S LUTHERAN CEM
276TH ST NW
271ST ST NW
269TH PL NW
268TH ST NW
284TH ST NW
292nd St NW
288TH ST NW
(LARSON RD)
(GUNDERSON RD)
(CEDARHOME RD)
(VILLAGE RD)
(LINDSTROM RD)
(WOODLAND RD)
(84TH AV NW)
OLD PACIFIC HWY
92ND AV NW
PIONEER
FLORENCE RD
MARINE DR
LOGEN RD
JENSEN R
Church Creek
Saratoga
Eide Rd
Matterland Rd
Thomle Rd
Lane Rd
Florence Rd
Henning Park Dr
Cedarhome Dr N
Stauffer Rd
Cecilia Wy
Olympic View Pl NW
Fox Hill Dr S
Knutson Rd
Myrtle Rd
Lund Hill Rd
Church Creek Cir NW
Church Creek Lp
Church Creek Pl
Church Creek Ct
Manor Pl
Villages Dr
Creek View Dr
Creek Ln
Cooper Wy
Kylie Dr
Jaylynn Ln
Jaylynn Pl
Cedarhome Dr
Cedarhome Ln
Cedarhome Pl
Cedarhome Ct
Cedarhome Wy
Cedarhome Cir
Cedarhome Loop
Cedarhome Ave
Cedarhome Way

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 9c

DATE: April 25, 2019

SUBJECT: Purchase a new Mixer from APSCO for the Waste Water Treatment Plant

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A – APSCO Proposal

ISSUE

The issue in front of the council is whether or not to purchase a Mixer for the Waste Water Treatment Plant (WWTP).

SUMMARY STATEMENT

One of the WWTP mixers stopped working a few months ago. Staff put this out to bid and received one bid from APSCO for $24,397.97. Staff would like to award the bid to APSCO and purchase the mixer.

DISCUSSION

The WWTP mixer stopped working a few months ago. Staff brought in Bonner Electric to try to fix it, but they were unsuccessful. Staff then got a bid from a supplier for a new mixer and it was over the purchasing policy amount to just purchase it, so staff put it out for bid. One bid was received from APSCO for $24,397.97. Staff would like to award the bid and purchase the mixer.

FINANCIAL IMPACT

The price of the new mixer is $24,397.97. This will be paid from the sewer repair and maintenance fund, which has over $42,000 remaining.

COMMITTEE RECOMMENDATIONS

This has not been to the Public Works Committee.

CITY COUNCIL OPTIONS

Option 1. Approve city staff to go forward with the purchase of a mixer from APSCO.

Option 2. Do not approve the purchase of a new mixer from APSCO.

Option 3. Bring item back to committee for discussion.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE CITY STAFF TO PURCHASE A MIXER FROM APSCO FOR THE WASTE WATER TREATEMENT PLANT FOR $24,397.97.

ATTACHMENT A

APSCO

APSCO, LLC • PO Box 2639 • Kirkland, WA 98083-2639
PH: (425) 822-3335 • FAX: (425) 827-6171 • www.apsco-llc.com

The proposal enclosed is for (1) new Amamix mixer for the City of Stanwood Waste Water Treatment Plant located at 26729 98th Drive, Stanwood, WA 98292.

Specifications include:
(1) Amamix C5728/1012 UDG (15hp, 572 rpm, 460/3/60) with 32 feet of cable.
(1) 4" holder bracket.
(1) Pump safety module A.
(1) Set of drawings and operation manuals.

APSCO, LLC • PO Box 2639 • Kirkland, WA 98083-2639
PH: (425) 822-3335 • FAX: (425) 827-6171 • www.apsco-llc.com

Date: 4/2/19
To: City of Stanwood, WA
Project: Wastewater Amamix Mixer RFQ
Bid Date: April 9, 2019 2:00pm

Subject: Scope of Supply and Commercial Offer

As the official KSB Distributor, APSCO is pleased to provide the following detailed scope of supply for the Wastewater Amamix Mixer Bid Request located at Stanwood, WA.

Equipment Quoted:
- Equipment: Amamix Mixer C5728/1012 UDG
- Manufacturer: KSB

Equipment Supply Details:
- Quantity (1) one KSB Amamix C 5728/1012 UDG
- Motor 5 hp, 572 rpm, 460/3/60
- 32 ft of cable
- 22 HT Holder Bracket

Accessories:
- PumpSafe relay module A

Control Panels:
- None quoted

Variable Frequency Drives:
- None quoted

Factory Services:
- None quoted

Field Services:
- 1 Person-day for installation assistance
- 1 person-day for functional and performance testing and training.

Documentation:
- Submittal
- O&M manual

Equipment Delivery:
- Delivery 16-18 weeks from approved submittal
- FOB factory with freight allowed to job site

Warranty:

- KSB standard 1-year standard warranty

Exclusions:

- Installation of equipment
- Pressure monitoring devices
- Field painting
- Concrete work, foundations, piping, or piping fittings
- Valves, gauges, meters, or other fittings except as described herein
- Hatches, hoists or davit cranes unless noted above
- Anchor bolts or special tools
- Guide rails
- Conduit, wiring or cable except as noted herein
- Process instrumentation, controls, or electrical wiring unless included above
- Field testing and equipment unless noted above
- Video taping of training
- Taxes of any kind

Terms:

- Payment Terms: 100% Net 60 Days

Quote Validity:

- 60 Days

Price:

- Equipment Price..... $22,342.46
- Sales Tax 9.2%..... $2,055.51
- Total Price.....$24,397.97

Attachments:

- KSB Data Sheets
- KSB Warranty
- APSCO Terms and Conditions

Contacts:

Sales Engineer:
Joe Kernkamp
Cell Phone: 206-890-4039

Application Engineer:
Kevin Maughan
Office Phone: 425-822-3335

Data sheet

Customer item no.:
Communication dated: 29/03/2019
Doc. no.: Sanwood Wastewater TP
Quantity: 1

Number: ES 6791704
Item no.: 100
Date: 29/03/2019

Amamix C 5728/1012 UDG

Version no.: 1

Design

Max. temperature	104.0 °F	Manufacturer	KSB
weight	518 lbm	Type (propeller side)	MG
Type	Amamix C 5728 / 10 12	Material code (propeller side)	SIC/SIC/FPM
Execution of drive	direct	Mixer standard	KSB-Aggregate North American execution
Number of blades	2		
Propeller diameter	22.44 in		
Propeller speed	572 rpm	Ex protection	No
Absorbed power P1 at operating point based on pure water	10.69 HP	Norm	Without
		Temperature classes aggregate	without
Shaft seal	2 mech. seals in tandem arrangement with oil reservoir	additional leakage control	Without
		Weight	235
Sealing plan	T Tandem mechanical seal		

Motor

FI operation permitted	Yes (acc. motor manufacturer)	Winding	460 V
		Poles	12
Driver type	Electric motor	Starting mode	Direct-on-line starting
Motor manufacturer	KSB	Starting mode	
Motor generation	D	Connection mode	Delta
Motor supplied by	Standard motor supplied by KSB - mounted by KSB	Cooling method	Surface cooling
		Motor version	U
Rated voltage	460 V	Operation with Frequency Inverter.	No
Frequency	60 Hz		
Motor speed	572 rpm	Cable design	Rubber hose
Rated power	15.01 HP	Cable entry	Sealed along entire length
Rated current	25.7 A	Sales description power cable	AWG 11-7+15-5
Starting current ratio	3.1	Number of power cables	1
Insulation class	F to IEC 34-1	Motor moisture sensor	1
Type of protection	Without	Cable length	32.81 ft
Motor enclosure	IP68	Number of additional cable support including catch hook	0
Temperature classes	without		
Temperature sensor	PTC resistor		

Material variant

Axial propeller (ECB)	Stainless steel A 276 Type 316 Ti	Motor housing	Cast iron A 48 Class 35 B
		Shaft	Chrome steel A 276 Type 410 T
Gear casing			
Jet pipe	Without	Studs	A4
Gasket	FKM 80		

Nameplates

Nameplates language	International	Duplicate nameplate	With

Installation parts

Scope of supply	Mixer with installation parts	Bracket	Without
Type of Installation	Universal Instalation (Accessories 22)	Additional fastening set	Without
		lower holder	level tank floor
considered mounting depth (guide tube length)	10.00 ft	Number of center supports	0
		Adapter for tilt adjustment	Without
Holder for square guide rail	Yes		
Claw material	Grey cast iron EN-GJL-250		

Customer item no.:
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Quantity: 1

Number: ES 6791704
Item no.: 100
Date: 29/03/2019

Amamix C 5728/1012 UDG

Version no.: 1

Please note

KSB does not guarantee specific process results such as flow velocities, degrees of mixing, or deposit-free mixing. Furthermore, we shall not assume any liability if KSB mixers are used in patented processes and/or in case of protected rights of third parties. In the event of a warranty claim, the parts supplied must be dismantled and returned to KSB.

Motor data sheet

Customer item no.:
Communication dated: 29/03/2019
Doc. no.: Sanwood Wastewater TP
Quantity: 1

Number: ES 6791704
Item no.:100
Date: 29/03/2019

Amamix C 5728/1012 UDG

Version no.: 1

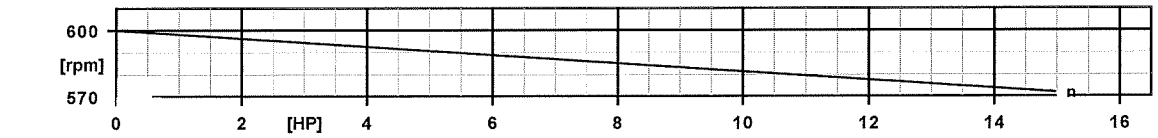
Motor data

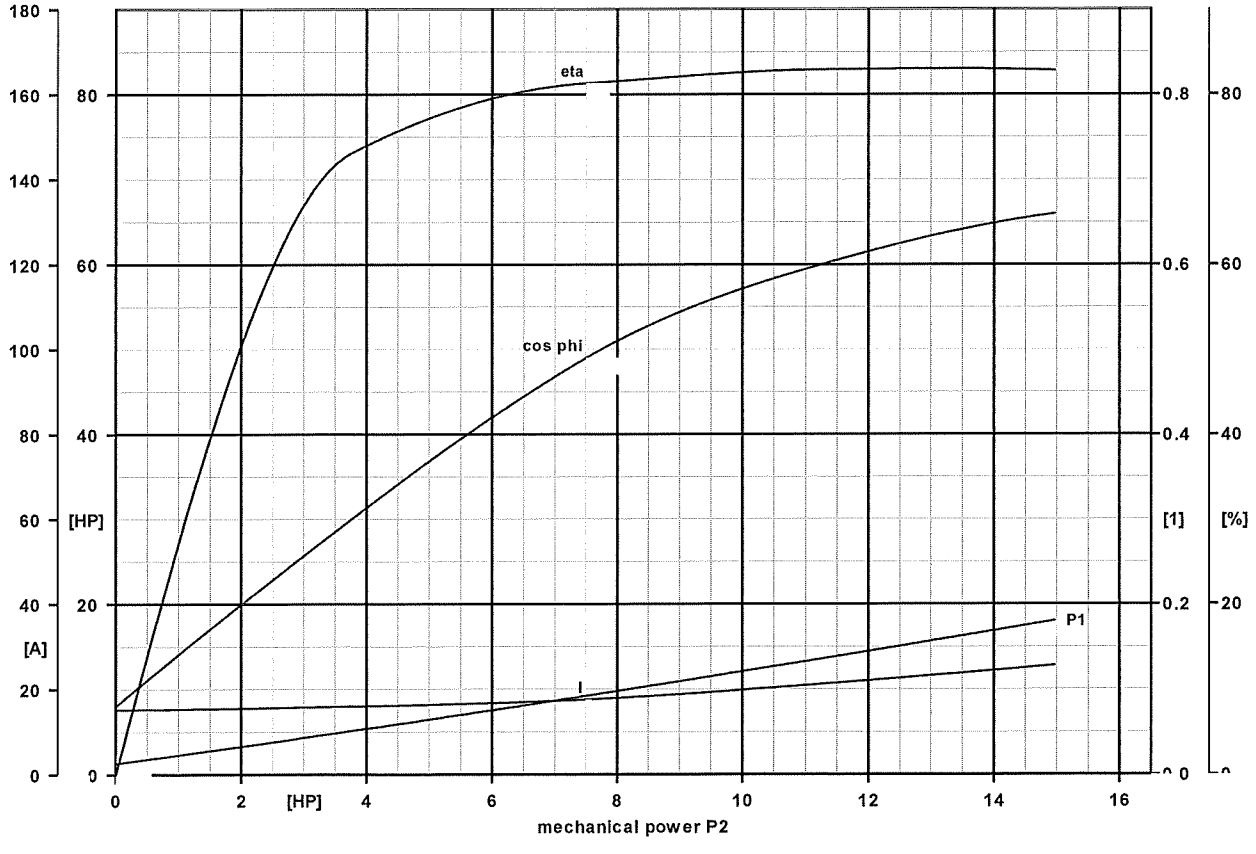
Motor manufacturer	KSB	Rated speed	572 rpm
Motor size	10D	Starting current ratio	3.1
Motor construction type	KSB Sub. motor	Starting mode	Direct-on-line starting
Motor material	Grey cast iron EN-GJL-250	Power cable	AWG 11-7+15-5
Efficiency class	not classified	Number of power cables	1
Rated voltage	460 V	Power cable Ø min.	0.83 in
Frequency	60 Hz	Power cable Ø max.	0.91 in
Motor power	15.01 HP	Cable standard	NEC
Rated current	25.7 A	Switching frequency	10.00 1/h

Curve data

The no-load point is not a guarantee point within the meaning of IEC 60034

Load	0.0 %	25.0 %	50.0 %	75.0 %	100.0 %
P2	0.00 HP	3.75 HP	7.50 HP	11.25 HP	15.01 HP
n	600 rpm	593 rpm	586 rpm	579 rpm	572 rpm
P1	1.30 HP	5.13 HP	9.22 HP	13.57 HP	18.12 HP
I	15.2 A	16.0 A	17.6 A	21.2 A	25.7 A
Eta	0.0 %	73.1 %	81.3 %	82.9 %	82.8 %
cos phi	0.08	0.30	0.49	0.60	0.66





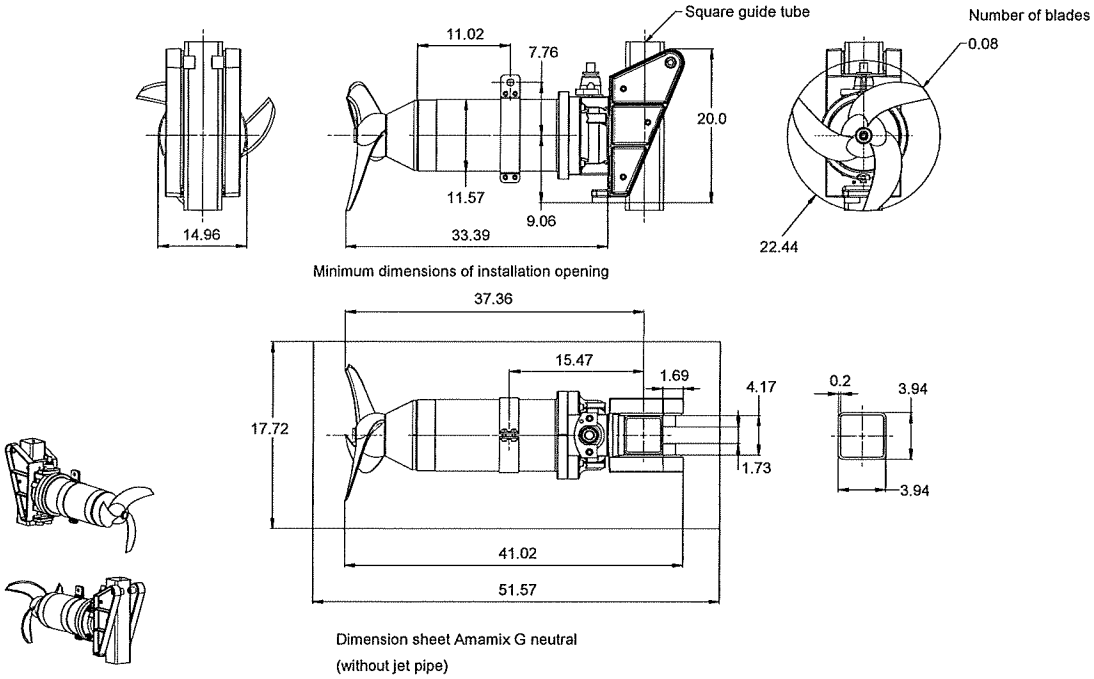
Installation plan

Customer item no.:
Communication dated: 29/03/2019
Doc. no.: Sanwood Wastewater TP
Quantity: 1

Number: ES 6791704
Item no.:100
Date: 29/03/2019

Amamix C 5728/1012 UDG

Version no.: 1



Dimension sheet Amamix G neutral
(without jet pipe)

Drawing is not to scale

Dimensions in in

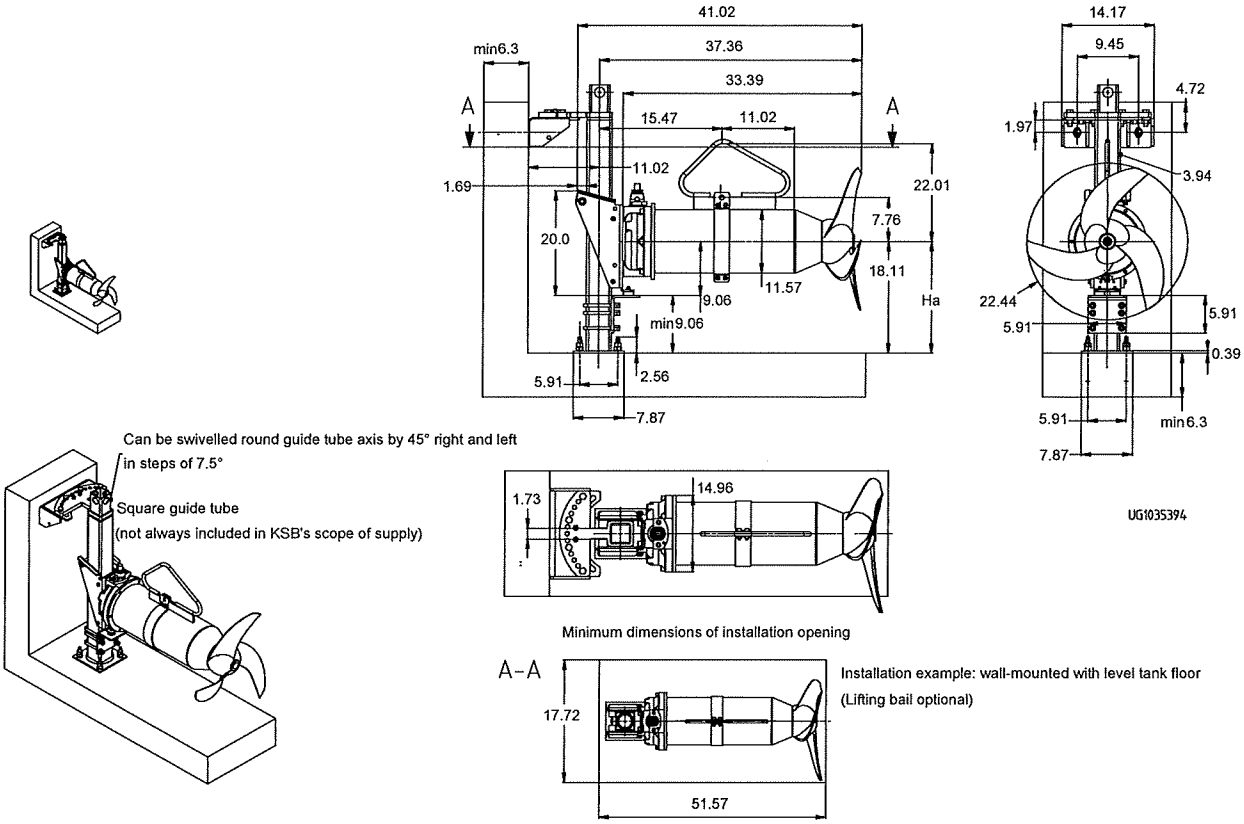
Installation plan

Customer item no.:
Communication dated: 29/03/2019
Doc. no.: Sanwood Wastewater TP
Quantity: 1

Number: ES 6791704
Item no.:100
Date: 29/03/2019

Amamix C 5728/1012 UDG

Version no.: 1



Drawing is not to scale

Dimensions in in

Universal Instalation (Accessories 22)

12/18 Month Warranty For Pumps And Mixers In Municipal And Industrial Installations Not Covered Under Seven Year KRT Pump Warranty

KSB, Inc. warrants to the Original End Purchaser that its Pump(s) will be free from defects in workmanship and materials covering parts and labor for a period of twelve (12) months of operation when pumping abrasive-free, non-corrosive liquids used in Municipal and Industrial Installations. This warranty period will in no way exceed eighteen (18) months from the date KSB, Inc. ships the pump(s).

In the event that defects in workmanship or materials appear during the term of the warranty, the Purchaser shall deliver written claim of Warranty to the Company within ninety (90) days of discovery. The obligation of KSB, Inc. under the warranty shall be limited to replacement of defective part(s) and/or labor whichever KSB, Inc., in its sole discretion, chooses to elect. The Original End Purchaser shall be entitled to this warranty provided that the terms of payment have been complied with and the pump(s) with cable(s) attached or faulty part(s) thereof have been returned freight prepaid to KSB, Inc. or to an authorized KSB-Service facility and the defect has been acknowledged in writing by KSB, Inc. to be caused by faulty workmanship or defective material. Normal wear and tear is specifically excluded from warranty coverage.

The warranty shall be void if the pump(s) or its part(s) have not been used and maintained in accordance with the printed instructions of KSB, Inc., or have been damaged wholly or in part by misuse, accident, neglect, faulty electrical system, or any other cause beyond the control of KSB, Inc.

Unless otherwise specified by KSB, Inc., the warranty period shall be computed from the original shipping date to the date the pump(s) and/or part(s) are returned to KSB, Inc. or, if repairs are made on site, the warranty period shall be computed to the date notice of defects is received by KSB, Inc.

Pump(s) or part(s) repaired or replaced will be returned at the cost of the Original End Purchaser. Repairs or replacement parts are warranted free from defects in workmanship and materials for the longer of the un-expired term of this warranty or ninety (90) days from the date KSB, Inc. ships such repaired or replaced items, and all other terms and conditions of this warranty shall apply.

Electrical system schematics (including bills of material) may be required to support any warranty claims at the request of KSB, Inc. This documentation will normally be required in the case of pumps or 20 horsepower and larger.

KSB, INC. WILL NOT BE RESPONSIBLE FOR TRAVEL EXPENSES, RENTED EQUIPMENT, OUTSIDE CONTRACTORS' FEES, UNAUTHORIZED REPAIR, SHOP EXPENSES OR FOR PUMPS PURCHASED OR USED WITHOUT KSB SUPPLIED POWER CABLE(S).

THE WARRANTIES MADE HEREIN BY KSB, INC. ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. KSB, INC. DISCLAIMS ANY AND ALL WARRANTIES FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. KSB, INC. ASSUMES NO LIABILITY FOR LOSS OF USE, LOSS OF PROFIT, OR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

No sales agent or sales representative or any other person is authorized to modify, extend, or enlarge this Warranty. Any modification, extension, or enlargement of this Warranty shall not bind KSB, Inc.

Revised 3/2010
Supersedes all previously published warranties

APSCO LLC
TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and APSCO Inc. (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 ½% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Sellers documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Sellers until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America.

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Sellers determination.

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Sellers. Product must be returned to Seller at Buyers expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

APSCO LLC LIMITED WARRANTY

Orginal manufacturer's standard warranty shall apply and is passed through by APSCO LLC to the buyer.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME.

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATIONS, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN, THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HEREWITH CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.