

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



Anacortes City Council

Municipal Building Council Chambers

904 6th Street

**** Attendees in Council Chambers must comply
with [Dept. of Health orders](#) ****

**February 7, 2022
6:00 PM**

PRELIMINARY AGENDA

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Housing Affordability and Community Services Committee
 - b. Fiber Committee
 - c. Public Safety Committee
 - d. Port/City Liaison Committee
 - e. Public Works Committee
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of January 24, 2022 (Action)
 - b. Approval of claims in the amount of \$1,657,437.20 (Action)
 - c. Contract Award: 2022 Chevy Silverado 2500 Service Body Truck #22-046-ERR-001 (Action)
 - d. Contract Award: 2022 Chevy MD 5500 Truck with Service Body #22-047-ERR-001 (Action)
6. **Public Hearings**
 - a. * 2nd Street Right of Way Use Agreement with the Port of Anacortes (Discussion/Possible Action)

Per Resolution 3051, citizens wishing to comment on items not on the agenda may do so under Public Comment. Citizens wishing to comment on items indicated with an asterisk () may do so as those items are considered by Council during the course of the meeting.*

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

- b. * Resolution 3072: Reaffirming Ordinance 4008 and confirming the 6 month duration of the interim regulations therein concerning the development of daycare in the R4 Use Zone as a permitted use and adopting a work plan (Discussion/Action)
- 7. **Other Business**
 - a. Contract Award: Fire Station Planning and Design Services - Phase 1 #21-134-AFD - 001 (Discussion/Action)
- 8. **Adjournment**

Per Resolution 3051, citizens wishing to comment on items not on the agenda may do so under Public Comment. Citizens wishing to comment on items indicated with an asterisk () may do so as those items are considered by Council during the course of the meeting.*

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revdetl.rpt
 04/14/2021 11:29AM
 Periods: 0 through 15

Revenue Detail Report

Page: 1

City of Anacortes
 01/01/2020 through 12/31/2020

<u>Account Number</u>	<u>Adjusted Estimate</u>	<u>Revenues</u>	<u>Year-to-date Revenues</u>	<u>Balance</u>	<u>Prct Rcvd</u>
401 WATER FUND					
401.000 NON DEPARTMENTAL					
401.000.343 UTILITIES					
401.000.343.90.00 Irrigation/Reclamation Services	280,780.00	0.00	0.00	280,780.00	0.00
1/31/2020 ub_bill B 401		13,498.66	401		
2/29/2020 ub_bill B 401		12,687.35			
3/31/2020 ub_bill B 401		12,722.33	401		
3/31/2020 ub_bill B 401		-51.81			
3/31/2020 ub_bill B 401		51.81	401		
4/30/2020 ub_bill B 401		14,030.57			
5/21/2020 ub_bill B 401		8.87	401		
5/31/2020 ub_bill B 401		77.80			
5/31/2020 ub_bill B 401		20,856.06	401		
6/30/2020 ub_bill B 401		23,128.89			
7/31/2020 ub_bill B 401		36,135.86	401		
8/31/2020 ub_bill B 401		31,021.83			
9/30/2020 ub_bill B 401		126,394.55	401		
10/31/2020 ub_bill B 401		15,993.83			
11/30/2020 ub_bill B 401		11,076.53	401		
12/28/2020 ub_bill B 401		13.45			
12/31/2020 ub_bill B 401		11,194.37	401		
401.000.343.90.00 Irrigation/Reclamation Services	280,780.00	328,840.95	328,840.95	-48,060.95	117.12
Total WATER FUND	280,780.00	328,840.95	328,840.95	-48,060.95	117.12
Grand Total	280,780.00	328,840.95	328,840.95	-48,060.95	117.12

Page: 1

3.4 “Operating Costs” are the cost of labor, supervision, supplies, utilities, services, taxes (including but not limited to State and City utility taxes), insurance, and all other direct or indirect expenses required to operate and maintain the Water Supply System.

3.5 “Refinery customers” mean Shell Oil Products and Tesoro Refining and Marketing Company.

3.6 “Regional customers” mean the Town of La Conner, City of Oak Harbor, Skagit Public Utilities District No. 1, Swinomish Utility Authority, Shell Oil Products US, and Tesoro Refining and Marketing Company.

3.7 “Retail water system” means the City’s retail water service area.

3.8 “Uncontrollable Circumstances” includes, but is not limited to, acts of God, sabotage, war, fires, flood, earthquakes, power failure or other catastrophes, strikes, or failure or breakdown of the Water Supply System.

3.9 “Utility System” under this Agreement means the City’s retail water system and the Water Supply System.

3.10 “Water Supply System” means the City water system improvements, for purposes of this Agreement, to include:

3.10.1 The water intake and treatment facilities near Avon on the Skagit River and the water transmission pipelines from the water intake and treatment facilities to Sharpe’s Corner (collectively the “Regional Facilities”);

3.10.2 The 20-inch water supply pipeline from South March Point Road to the refineries (“Refinery Segment”); and

3.10.3 The 10-inch water supply pipeline along SR20 from Sharpe’s Corner to the Oak Harbor metering point just north of the Deception Pass Bridge (“Oak Harbor Segment”).

4. WATER SUPPLY, USE AND QUANTITY

4.1 The City shall supply quantities and pressures of water at location(s) and in amounts as stated in this Agreement Exhibit A, and any subsequent amendments to this Agreement. With the exception of the Skagit Public Utilities District #1 service area east of the Swinomish Channel, Customer agrees that except for Uncontrollable Circumstances, the City shall be its sole supplier of water for municipal or industrial purposes. Customer shall only use delivered water for its own purposes. Refinery customers shall not use water for resale. A municipal customer shall not use water for service or resale outside of the municipal customer’s service area as provided in Exhibit A.

Attorney - Foster Garvey		
	1,501.00	
	15,691.98	
	892.50	
	319.50	
	3,932.20	
	4,613.43	
	367.50	
	36,953.07	
	7,088.75	
	1,732.50	
	12,337.65	
	810.00	
	837.50	
	12,242.93	
	2,090.50	
	101,411.01	
Anacortes	103,981.32	
Difference	2,570.31	

Anacortes Water System

Profit from Operations for 2020

\$2,197,437

Cash at Year End

\$8,067,825

Source: State Audit December 30, 2021

Adjustments to Expenditures - Fund 401 Water 2020					
Additions					
401.711.534.00.10	23,665.82	Overhead - salaries and wages			
		(Benefits remained the same)			
401.711.534.00.40	272,621.10	Overhead - interfund reconciliation			
	112,540.50	Overhead - interfund fixed asset adjustment			
Total	408,827.42				
Subtractions					
401.740.534.61	-2,177.39	Water transmission - parts			
401.740.534.62.31	-15,049.17	Water distribution - parts			
401.740.534.63.31	-48,864.66	In-City maintenance - parts			
410.740.534.64.31	-180.78	Hydrants - parts			
Total	-66,272.00				

Table B-1 (Page 1 of 9)
Projected O Expenses
Regional Rate Determination

Column	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)
	Sum of Expenses (2005-2007)	Personnel Services (2)	Direct Regional Personnel Services (3)	Contract Term (4)	Allocation Method (5)	Regional Personnel Services (2)	Total Personnel Services (3)	Total Variable (6)	Total MEQ (6)	Total Accts (6)	Total Per Ser (6)	Total RCC (6)	Total NPS (6)	Total NP (6)
OPERATING EXPENDITURES (1)														
METER READING INSIDE														
07.534.71.11.02 Full-Time Employees	29,400	Per Ser		Fixed	Accts		29,400			29,400				
07.534.71.21.07 Unemployment Compensation	0	Per Ser		Fixed	Accts		0			0				
07.534.71.21.10 Social Security	2,200	Per Ser		Fixed	Accts		2,200			2,200				
07.534.71.21.11 PERS	300	Per Ser		Fixed	Accts		300			300				
07.534.71.21.13 City Medical Plan	6,900	Per Ser		Fixed	Accts		6,900			6,900				
07.534.71.21.16 Ind Ins & Medical Aid	600	Per Ser		Fixed	Accts		600			600				
07.534.71.31.10 Operating Supplies	1,500			Fixed	Accts					1,500				
07.534.71.48.03 Meter Reading System Maint.	3,500			Fixed	Accts					3,500				
07.534.71.95.01 Equipment Pool	21,100			Fixed	Accts					21,100				
SUBTOTAL METER READING INSIDE	65,500													
CUSTOMERS RECORDS/COLLECTION														
07.534.73.11.02 Full-Time Employees	121,900	Per Ser		Fixed	Accts		121,900			121,900				
07.534.73.12.01 Overtime	0	Per Ser		Fixed	Accts		0			0				
07.534.73.21.07 Unemployment Compensation	300	Per Ser		Fixed	Accts		300			300				
07.534.73.21.10 Social Security	9,300	Per Ser		Fixed	Accts		9,300			9,300				
07.534.73.21.11 PERS	1,500	Per Ser		Fixed	Accts		1,500			1,500				
07.534.73.21.13 City Medical Plan	32,800	Per Ser		Fixed	Accts		32,800			32,800				
07.534.73.21.16 Ind Ins & Medical Aid	300	Per Ser		Fixed	Accts		300			300				
07.534.73.31.10 Operating Supplies	19,300			Fixed	Accts					19,300				
07.534.73.41.00 Bill Collection Agency Fees	0			Fixed	Accts					0				
07.534.73.42.02 Postage	2,500			Fixed	Accts					2,500				
07.534.73.43.00 Training & Travel	0			Fixed	Accts					0				
07.534.73.45.01 Utility Bill Folder/Stuffer Rental	0			Fixed	Accts					0				
07.534.73.48.03 Computer & Equipment Maint.	300			Fixed	Accts					300				
07.534.34.84.00 Office Furniture & Equipment	0			Fixed	Accts					0				
SUBTOTAL CUSTOMERS RECORDS/COLLECTION	188,200													
FINANCE - GENERAL ADMINISTRATION														
24.534.10.41.00 State Audit Services	26,100			Fixed	Per Ser						26,100			
24.534.10.48.13 Bond Registrar/Fisc Agent Fees	0			Fixed	Per Ser					0				
24.534.10.53.04 Washington State Excise Taxes	837,500			Fixed	Retail									
SUBTOTAL FINANCE - GENERAL ADMINISTRATION	863,600													
PUBLIC WORKS - GENERAL ADMINISTRATION														
24.534.10.11.02 Full-Time Employees	111,800			Fixed	Per Ser					111,800				
24.534.10.11.03 Extra Employees	85,300			Fixed	Per Ser					85,300				
24.534.10.12.01 Overtime	0			Fixed	Per Ser					0				
24.534.10.21.07 Unemployment Compensation	300			Fixed	Per Ser					300				
24.534.10.21.10 Social Security	14,000			Fixed	Per Ser					14,000				
24.534.10.21.11 PERS	2,900			Fixed	Per Ser					2,900				
24.534.10.21.13 City Medical Plan	16,200			Fixed	Per Ser					16,200				
24.534.10.21.16 Ind Ins & Medical Aid	1,300			Fixed	Per Ser					1,300				
24.534.10.25.10 Employee Moving Expenses	0			Fixed	Per Ser					0				
24.534.10.31.01 Office Supplies	9,500			Fixed	Per Ser					9,500				
24.534.10.31.10 Operating Supplies	1,200			Fixed	Per Ser					1,200				
24.534.10.31.20 Customer Service Software	31,600			Fixed	Per Ser					31,600				
24.534.10.42.01 Telephone & Fax	5,300			Fixed	Per Ser					5,300				
24.534.10.42.02 Postage & Freight	0			Fixed	Per Ser					0				
24.534.10.42.06 Cellular Telephone	5,000			Fixed	Per Ser					5,000				
24.534.10.43.00 Training & Travel	10,500			Fixed	Per Ser					10,500				
24.534.10.44.00 Legal Advertising	900			Fixed	Per Ser					900				
24.534.10.46.00 Insurance	17,900			Fixed	Per Ser					17,900				
24.534.10.48.03 Membership Dues/Subscriptions	7,900			Fixed	Per Ser					7,900				
24.534.10.49.12 Temporary Secretary	0			Fixed	Per Ser					0				
24.534.10.49.13 Conservation Program	8,500			Fixed	Per Ser					8,500				
24.534.10.91.00 Admin Support/Overhead Charge	1,156,100			Fixed	Per Ser					1,156,100				
24.534.10.95.04 Data Processing/Network Pool	66,800			Fixed	Per Ser					66,800				
SUBTOTAL PUBLIC WORKS - GENERAL ADMINISTRATION	1,553,000													
ENGINEERING & DEVEL. ADMIN.														
24.534.21.41.03 Water Rate Study	67,100			Fixed	RCC						67,100			
24.534.21.41.05 PW Adv Board Legal Assistance	22,100			Fixed	RCC						22,100			
SUBTOTAL ENGINEERING & DEVEL. ADMIN.	89,200													

CITY OF ANACORTES
2019/2020 Budget

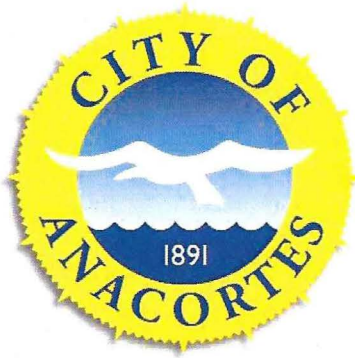
* DEPARTMENT HEAD REQUEST

EXPENSE

Fund 401

Dept

				2020			
Line	TITLE	BARS	Account	Adopted Budget	Budget Detail	Description	Line
952		401.740.534.62.10	Salaries & Wages	356,740.78			952
953		401.740.534.62.12	Overtime	2,300.71			953
954		401.740.534.62.20	Personnel Benefits	174,966.82			954
955		401.740.534.62.31	Office & Operating Supplies	56,000.00			955
					3,000.00	Operating Supplies	
					1,500.00	Cross Connection Supplies	
						Cross Connection Repair and Maintenance	
					1,500.00		
					35,000.00	Materials and Repairs to Distribution lines, prv	
					5,000.00	Safety Supplies	
					10,000.00	Replacement Equipment	
956		401.740.534.62.35	Small Tools & Minor Equipme	5,000.00			956
					1,000.00	Portable Pumps	
					2,000.00	Hand Tools	
					2,000.00	Misc. Tools	
957		401.740.534.62.40	Interfund Services	106,470.19			957
958		401.740.534.62.43	Travel & Training	-			958
959		401.740.534.62.45	Operating Rentals & Leases	-			959
960		401.740.534.62.47	Utility Services	3,000.00		Electricity for Meter Vaults-16	960
961		401.740.534.62.48	Repairs & Maintenance	-			961



Laurie Gere, Mayor

CITY OF ANACORTES

904 6th Street Anacortes, WA 98221

p: 360-299-1950 | f: 360-299-1938

laurieg@cityofanacortes.org | www.anacorteswa.gov

October 1, 2018

Dan O'Donnell
328 North 3rd Street
La Conner, WA 98257

Dear Dan,

Thank you for your letter, I am addressing your four concerns and explaining the City's metrics and procedures used for each:

1. The amount \$207,232 assigned to regional is based on 48.8% of the total Distribution Labor. That 48.8% metric was developed in the 2005 Gray and Osborne study, and that percentage is the estimated cost of replacing regional piping divided by the estimated cost of replacing regional piping plus the retail systems piping. This has been consistently been the metric used to allocate a portion of the distribution maintenance crew's time towards the regional system. The Water Utility has one maintenance crew that services both the retail and regional systems, this is how we allocate a portion of that crew's time to the regional distribution system.
2. Again this calculation ties directly to the 2005 Gray and Osborne study, which directs that the regional share of Per Ser is based on those staff costs allocable to the regional system; which are those costs not reduced by NPS or NPS1 calculations.
3. The \$106,002 in County taxes (actually Dike and Drainage District Assessments) are clearly regional, as they are assessed against the land on which the water treatment plant sits, and the 36 inch transmission lines cross. The Conservation department currently resides in the General fund and has been funded in part from utilities. We will be changing our budgeting practice for Conservation starting in 2019 to direct bill the utilities for Conservation. For 2017, the costs of water conservation efforts were correctly transferred to the general fund and that transfer cost is included in regional expenses.
4. That \$4,594 charge was against a capital bars # in the accounting system, but was not actually a capital charge, that is why it was not journaled into a balance sheet capital asset at year end. It was appropriately included in O&M as the charge was actually maintenance in nature, not capital.

*** All metrics and procedures are based on the 2005 Grey and Osborne Water Rate and GFC study.*

Sincerely yours,

CITY OF ANACORTES

Laurie Gere, Mayor

Cc: Steve Hoglund, Scott Thomas

Expenditures to Interfund - 2020 Water Fund (Rent)			
Account	Title		Interfund
711.534.00	Admin overhead		\$1,194,839.28
712.534.00	Eng plans & services		none
730.534.10	Water treatment plant		\$94,378.08
730.534.20	Intake operations		\$94,378.08
730.534.30	Distribution reservoirs		\$94,378.08
740.534.13	Water maint admin		\$32,869.80
740.534.61	Water transmission		\$19,184.52
740.534.62	Water distribution other		126,497.88
740.534.63	In-City maintenance		78,473.76
740.534.64	Fire hydrants maint		11,515.68
Regional			1,656,525.72
Retail			89,989.44
Total interfund			1,746,515.16
Total spent			7,289,660.66
Percent			24.0%
Source: Expenditure detail report dated 9/14/21			
Interfund charges 2020 by fund			
Water	\$1,746,515	62.7%	
Sewer	\$267,620	9.6%	
Storm drain	\$194,589	7.0%	
Sanitation	\$574,982	20.7%	
Total	\$2,783,706		
Depreciation	\$3,519,936	water system	
Source: State Audit December 30, 2021			

CITY OF ANACORTES
2019/2020 Budget
EXPENSE
Fund 401
Dept

* DEPARTMENT HEAD REQUE

				2020			
Line	TITLE	BARS	Account	Adopted Budget	Budget Detail	Description	Line
862		401.711.534.00.31	Office & Operating Supplies	5,000.00		UB Printing	862
863		401.711.534.00.40	Interfund Services	911,667.36			863
864		401.711.534.00.41	Professional Services	100,000.00		UB Bills Mailing	864
					50,000.00	Regional Legal Matters	
					50,000.00	Retail Legal Matters	
865		401.711.534.00.42	Communication	-			865
866		401.711.534.00.43	Travel & Training	2,000.00			866
867		401.711.534.00.44	Taxes & Operating Assessment	-			867
868		401.711.534.00.49	Miscellaneous	-			868
869	SOIL & WATER CONSERVATION						869
870		401.711.553.10.10	Salaries & Wages	18,933.21			870
871		401.711.553.10.12	Overtime	-			871
872		401.711.553.10.20	PERSONNEL BENEFITS	10,401.55			872
873		401.711.553.10.31	Office & Operating Supplies	9,500.00			873
					7,500.00	Energy efficient appliance rebate	
					1,000.00	Office and operating supplies	
					1,000.00	ACE website maintenance	
874		401.711.553.10.40	Interfund Services	2,453.24			874
875		401.711.553.10.41	Professional Services	15,000.00			875
					5,000.00	Water Conservation Outreach	
					5,000.00	Recycling Outreach	
					5,000.00	ACE Outreach and Programs	
		401.711.553.10.43	Travel & Training	500.00			
876	WATER UTILITIES						876
877		401.711.591.34.70	Debt Service Principal	3,986,454.68		Includes new water tank debt	877
878		401.711.591.34.80	Debt Service: Interest & Relat	-			878
879	WATER UTILITIES						879
880		401.711.592.34.80	Debt Service: Debt Issue & Re	2,076,532.70		Includes new water tank debt	880
881	ENGINEERING PLANS & SERVICES						881
882	WATER UTILITIES						882
883		401.712.534.00.10	Salaries & Wages	210,137.42			883
884		401.712.534.00.12	Overtime	4,194.26			884
885		401.712.534.00.20	Personnel Benefits	105,493.14			885
886		401.712.534.00.41	Professional Services	13,153.90			886
					3,000.00	ARC Server	
						Cartegraph	
					7,000.00	Maintenance/Upgrades	
887		401.712.534.00.43	Travel & Training	1,500.00		Engineering Staff	887
888		401.712.534.00.45	Operating Rentals & Leases	-			888
889	WATER TREATMENT PLANT						889

Published 1/7/2020 8:16 AM

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use to determine a fixed rate in terms of dollars per million gallon of water use (\$/MG).

- Distribution Mains Maintenance costs include both personnel costs and equipment and supply costs. Equipment and supply costs are in the main associated with only the retail system; and therefore, are not included in the regional fixed rate calculation. However, personnel costs under this account are for management of maintenance crews and these costs are associated with both the retail and regional systems. Therefore, personnel costs under Distribution Mains Maintenance are allocated to the regional fixed rate based on the ratio of the current value of regional transmission piping to the total value of the regional and retail piping. The resulting regional share of the Distribution Mains Maintenance personnel costs are then divided by estimated regional water use to determine the regional fixed rate component (\$/MG).
- Maintenance Administration and Inventory Management costs are associated with the entire regional and retail systems. This analysis allocates these costs to the regional systems based on the ratio of the total value of the Regional, Oak Harbor, and Refinery systems to the total value of the combined systems. The resulting regional share of Maintenance Administration and Inventory Management costs is then divided by the estimated regional water use to determine the regional fixed rate component (\$/MG).
- All other expenses not included in the variable rate or the fixed rate components discussed above are divided by the estimated regional water use to determine the regional fixed rate component (\$/MG). Expenses included in this calculation include such activities as treatment plant operations, treatment plant pump maintenance, etc.

In summary, the fixed rate is made up of three components, including a charge per account, a charge per meter equivalent, and a rate per million gallons. At this time, the City does not utilize peaking factors, fire flow requirements, or other such factors in determining fixed rates. The City does not distinguish operating and maintenance costs between the Regional, Oak Harbor, or Refinery systems. All operating costs determined to be associated with non-retail operations are assigned 100 percent to the regional variable or fixed rates. Additionally, the location of a regional customer's master meters in a given regional system is not utilized as a factor in determining regional variable or fixed rates.

Anacortes water fund 401 O&M reconciliation - 2020 - September 2022 Expenditure Detail report					
Year	Total Usage	La Conner	6,530,304,093	Total usage iaw Anacortes	
2017	6,551,937,424	135,788,344	5,336,330	Difference	
2018	6,480,991,215	132,026,106	4,181,819	Total RCC iaw Anacortes	
2019	6,573,992,630	139,145,773	4,179,250	Should be - error in Taxes & Assmts	
Average	6,535,640,423	135,653,408	Total cost	5,956,658.69	2,570.31
Customer	Percentage	Cost	Paid	Due	
La Conner	2.0756%	123,636.09	116,850.00	-6,786.09	153.91
Account	Title	Expend	Allocation	Regional	RCC
711.534.00	Admin overhead	1,579,040.49	85.8%	1,354,867.27	
"	Taxes & assessments	93,939.05		93,939.05	93,939.05
712.534.00	Eng plans & services	294,264.52		294,264.52	294,264.52
730.534.10	Water treatment plant	3,438,745.28		3,438,745.28	3,438,745.28
730.534.20	Intake operations	153,729.97		153,729.97	153,729.97
730.534.30	Distribution reservoirs	194,609.79	retail		
740.534.13	Water maint admin	291,651.18	54.2%	158,074.94	
740.534.61	Water transmission	198,571.03		198,571.03	198,571.03
740.534.62	Water distribution labor	541,939.82	48.8%	264,466.63	
"	Water distribution other	204,353.15	retail		
740.534.63	In-City maintenance	220,151.41	retail		
740.534.64	Fire hydrants maint	78,664.97	retail		
O&M expenditures for 2020		7,289,660.66		5,956,658.69	4,179,249.85
		2020 Actual	Allocation	Expense Share	Rate per MG
Regional Expenses (RCC)		4,179,249.85	100.0%	4,179,249.85	639.46
Admin overhead (Per Ser)		1,579,040.49	85.8%	1,354,867.27	207.30
Maintenance Admin (NPS)		291,651.18	54.2%	158,074.94	24.19
Water Distribution Labor (NPS1)		541,939.82	48.8%	264,466.63	40.47
Total cost of Regional O&M		6,591,881.34		5,956,658.69	911.41

Anacortes water fund 401 O&M reconciliation - 2020 - with corrections, April 14, 2021, report of expenditures					
Year	Total Usage	La Conner			
2017	6,551,937,424	135,788,344			
2018	6,480,991,215	132,026,106			
2019	6,573,992,630	139,145,773			
Average	6,535,640,423	135,653,408	Total cost	4,735,808.16	
Customer	Percentage	Cost	Paid	Refund	
La Conner	2.0756%	98,296.18	116,850.00	18,506.78	
	Customer records	47.03			
	Total cost	98,343.22			
Account	Title	Expend	Allocation	Regional	RCC
711.534.00	Admin overhead	873,730.01	66.3864%	580,037.90	
"	Customer records	195,072.05	See below	823.09	(35/8,295)
"	Attorney fees (per budget)	101,411.01	50.0%	50,705.51	
"	Taxes & assessments	93,939.05		93,939.05	93,939.05
712.534.00	Eng plans & services	294,264.52		294,264.52	294,264.52
730.534.10	Water treatment plant	3,438,745.28		3,438,745.28	3,438,745.28
730.534.20	Intake operations	153,729.97		153,729.97	153,729.97
730.534.30	Distribution reservoirs	194,609.79	retail		
740.534.13	Water maint admin	291,651.18	54.2%	158,074.94	
740.534.61	Water transmission	200,748.42		200,748.42	200,748.42
740.534.62	Water distribution labor	541,939.82	retail		
"	Water distribution other	219,402.92	retail		
740.534.63	In-City maintenance	269,016.07	retail		
740.534.64	Fire hydrants maint	78,845.75	retail		
O&M expenditures for 2020		6,947,105.84		4,971,068.67	4,181,427.24
		2020 Actual	Allocation	Expense Share	Rate per MG
Regional expenses (RCC)		4,181,427.24	100%	4,181,427.24	639.79
Admin overhead (Per Ser)		873,730.01	66.4%	580,037.90	88.75
Customer records (35/8,295)		195,072.05	no. of records	823.09	0.13
Attorney fees (iaw 2020 budget)		101,411.01	50.0%	50,705.51	7.76
Maintenance admin (NPS)		291,651.18	54.2%	158,074.94	24.19
Total cost of Regional O&M		5,643,291.49		4,971,068.67	760.61
	Number of accounts	Cost/account	La Conner	Cost	
Customer records	8,295	23.52	2	47.03	
			Total	4,971,115.71	
000.343.90	Irrigation offset			-235,307.54	
System O&M cost	6,947,105.84		Net cost	4,735,808.16	
Regional O&M cost	4,971,115.71				
Percent	71.56%				
Farmers/Const/Temp	328,840.95				
Irrigation offset	235,307.54				

Calculation of Overhead (Per Ser) percentage. Acct 401.711.534						
Per Ser Allocation Factor - 2020 - according to Anacortes						
Acct no.	Description	Wages	Benefits	Total Pers	Alloc	Reg Direct
711.534.00	Admin overhead	168,693.16	50,044.17	218,737.33	100%	218,737.33
711.553.10	Conservation	17,911.65	10,113.88	28,025.53	0%	0.00
712.534.00	Eng plans & services	195,389.33	90,351.08	285,740.41	100%	285,740.41
730.534.10	Water treatment plant	939,174.61	413,589.49	1,352,764.10	100%	1,352,764.10
730.534.20	Intake operations	36,511.26	16,207.86	52,719.12	100%	52,719.12
730.534.30	Reservoirs	?	?	?	0%	0.00
740.534.13	Water maint admin	91,099.45	26,524.54	117,623.99	54.2%	63,752.20
740.534.61	Water transmission	79,967.43	27,563.92	107,531.35	100%	107,531.35
740.534.62	Water distribution labor	363,742.43	178,197.39	541,939.82	48.8%	264,466.63
740.534.63	In-City maintenance	55,884.46	13,176.10	69,060.56	100%	69,060.56
740.534.64	Fire hydrants maint	21,898.49	18,271.69	40,170.18	0%	0.00
Personnel fixed operating costs				2,814,312.39		2,414,771.70
Percentage - Regional Direct/Total Personnel						85.8033%
Calculation of Overhead (Per Ser) with corrections						
Acct no.	Description	Wages	Benefits	Total Pers	Alloc	Reg Direct
711.534.00	Admin overhead	168,693.16	50,044.17	218,737.33	number of accounts	
711.553.10	Conservation	17,911.65	10,113.88	28,025.53	0%	
712.534.00	Eng plans & services	195,389.33	90,351.08	285,740.41	100%	285,740.41
730.534.10	Water treatment plant	939,174.61	413,589.49	1,352,764.10	100%	1,352,764.10
730.534.20	Intake operations	36,511.26	16,207.86	52,719.12	100%	52,719.12
730.534.30	Reservoirs	?	?	?	0%	
740.534.13	Water maint admin	91,099.45	26,524.54	117,623.99	54.2%	63,752.20
740.534.61	Water transmission	79,967.43	27,563.92	107,531.35	100%	107,531.35
740.534.62	Water distribution labor	363,742.43	178,197.39	541,939.82	0%	
740.534.63	In-City maintenance	55,884.46	13,176.10	69,060.56	0%	
740.534.64	Fire hydrants maint	21,898.49	9,516.41	31,414.90	0%	
Personnel fixed operating costs				2,805,557.11		1,862,507.18
Percentage - Regional Direct/Total Personnel						66.3864%
Admin overhead should be allocated based on number of accounts.						
Reservoirs expenditures for personnel are missing. Expenditures totalled \$194,609.79 for O&M.						
Water distribution expenditures for labor are for in-city work. Should be Retail.						
In-City maintenance should be Retail.						
Fire hydrants benefits are overstated. Should be adjusted downward to be consistent.						

Anacortes water fund 401 O&M reconciliation - 2020 - Allow customer records, attorney fees, and irrigation.					
Year	Total Usage	La Conner			
2017	6,551,937,424	135,788,344			
2018	6,480,991,215	132,026,106			
2019	6,573,992,630	139,145,773			
Average	6,535,640,423	135,653,408	Total cost	5,474,943.52	
Customer	Percentage	Cost	Paid	Refund	
La Conner	2.0756%	113,618.48	116,850.00	3,178.78	
	Customer records	52.74			
	Total cost	113,671.22			
Account	Title	Expend	Allocation	Regional	RCC
711.534.00	Admin overhead	1,258,891.61	85.8%	1,080,169.29	
"	Customer records	218,737.87	See below	922.94	(35/8,295)
"	Attorney fees (per budget)	101,411.01	50.0%	50,705.51	
"	Taxes & assessments	93,939.05		93,939.05	93,939.05
712.534.00	Eng plans & services	294,264.52		294,264.52	294,264.52
730.534.10	Water treatment plant	3,438,745.28		3,438,745.28	3,438,745.28
730.534.20	Intake operations	153,729.97		153,729.97	153,729.97
730.534.30	Distribution reservoirs	194,609.79	retail		
740.534.13	Water maint admin	291,651.18	54.2%	158,074.94	
740.534.61	Water transmission	198,571.03		198,571.03	198,571.03
740.534.62	Water distribution labor	541,939.82	48.8%	264,466.63	
"	Water distribution other	204,353.15	retail		
740.534.63	In-City maintenance	220,151.41	retail		
740.534.64	Fire hydrants maint	78,664.97	retail		
O&M expenditures for 2020		7,289,660.66		5,733,589.16	4,179,249.85
		2020 Actual	Allocation	Expense Share	Rate per MG
Regional expenses (RCC)		4,179,249.85	100%	4,179,249.85	639.46
Admin overhead (Per Ser)		1,258,891.61	85.8%	1,080,169.29	165.27
Attorney fees (iaw 2020 budget)		101,411.01	50.0%	50,705.51	7.76
Customer records (35/8,295)		218,737.87	per account	922.94	0.14
Maintenance admin (NPS)		291,651.18	54.2%	158,074.94	24.19
Water distribution labor (NPS1)		541,939.82	48.8%	264,466.63	40.47
Total cost of Regional O&M		6,591,881.34		5,733,589.16	877.28
	No. of accounts in system	Cost/account	No. of Accts	Cost	
Customer records	8,295	26.37	2	52.74	
000.343.90	Irrigation offset			-258,645.63	
System O&M cost	7,289,660.66		Regional cost	5,474,943.52	
Regional O&M cost	5,733,589.16				
Percent	78.65%				
Farmers/Const/Temp	328,840.95				
Irrigation offset	258,645.63				

There are six things wrong with the way Anacortes does reconciliation:

1. Customer Records are based on volume not on number of accounts.
2. Attorney Fees should be split 50/50, as required by the 2020 budget.
3. Distribution Labor should be all Retail instead of 48.8% Regional.
4. Irrigation revenue should be deducted from expenditures.
5. Adjustments to expenditures are not explained.
6. Interfund (rent) payments are overstated.



GETTING DISASTER HELP FROM SBA

WHAT YOU NEED TO KNOW

- ◆ SBA offers federal low-interest disaster loans to **businesses of all sizes, most private nonprofit organizations, homeowners and renters.**
- ◆ Businesses of any size may borrow up to \$2 million to repair/replace disaster property damage.
- ◆ Small businesses, small businesses engaged in aquaculture and most private nonprofit organizations may also borrow to help meet disaster caused working capital needs. The \$2 million maximum applies to the combination of property damage and working capital loans.
- ◆ If you are a homeowner or renter, FEMA may refer you to SBA. SBA disaster loans are the primary source of money to pay for repair or replacement costs not fully covered by insurance or other compensation.
- ◆ Homeowners may borrow up to \$200,000 to repair or replace their primary residence.
- ◆ Homeowners and renters may borrow up to \$40,000 to replace personal property, including vehicles.

WHAT YOU NEED TO DO

- ◆ Register with FEMA at www.disasterassistance.gov. This is the fastest way to register for help.
- ◆ **Homeowners and renters should submit their SBA disaster loan application, even if they are not sure if they will need or want a loan. If SBA cannot approve your application, in most cases we refer you to FEMA's Other Needs Assistance (ONA) program for possible additional assistance.**

THREE WAYS TO APPLY TO SBA

- ◆ Apply online using SBA's secure website at <https://disasterloan.sba.gov/ela>.
- ◆ Apply in person at any Disaster Recovery Center and receive personal, one-on-one help from an SBA representative. For additional information or to find a location near you, visit our website at <https://disasterloan.sba.gov/ela>, call SBA at (800) 659-2955 or email disastercustomerservice@sba.gov. Individuals who are deaf or hard-of-hearing may call (800) 877-8339.
- ◆ Apply by mail: Send completed paper application to U.S. Small Business Administration, Processing and Disbursement Center, 14925 Kingsport Road, Fort Worth, TX 76155.



OBTENIENDO AYUDA DE DESASTRES DE SBA

LO QUE USTED DEBE SABER

- ◆ SBA ofrece préstamos a bajos intereses a **dueños de negocios de todos tamaños, organizaciones privadas sin fines de lucro, hogares y inquilinos.**
- ◆ Los negocios pueden pedir prestado hasta \$2 millones para cualquier combinación de los daños materiales o económicos.
- ◆ Los pequeños negocios, los pequeños negocios dedicadas a la acuicultura y la mayoría de las organizaciones privadas sin fines de lucro también pueden pedir prestado para ayudar a satisfacer las necesidades de capital de trabajo causadas por el desastre. El máximo de \$2 millones se aplica a la combinación de préstamos por daños a la propiedad y capital de trabajo.
- ◆ Si usted es un dueño de hogar o inquilino, FEMA lo puede referir con SBA. Préstamos para desastre de SBA son la fuente principal de dinero para pagar por los costos de reparación o reemplazo por daños que no estuvieron cubiertos por un seguro u otra compensación.
- ◆ Los dueños de hogares pueden recibir préstamos de hasta \$200,000 para reparar o reemplazar su residencia principal.
- ◆ Los dueños de hogar e inquilinos pueden recibir préstamos de hasta \$40,000 para reemplazar propiedad personal.

LO QUE DEBE HACER

- ◆ Comience por inscribirse con FEMA en el www.disasterassistance.gov. Esto es la forma más rápida de inscribirse para recibir ayuda.
- ◆ **Los dueños de hogares e inquilinos deben enviar su solicitud de préstamo por desastre a SBA, incluso si no están seguros si van a necesitar o querer un préstamo. Si SBA no puede aprobar su solicitud de préstamo, en la mayoría de los casos, estos serán referidos al programa de FEMA's Other Needs Assistance (ONA) para obtener posible ayuda adicional.**

TRES MANERAS DE APLICAR A SBA

- ◆ Aplicar en línea utilizando a través del sitio red seguro de SBA en <https://disasterloan.sba.gov/ela>.
- ◆ Aplicar en persona en cualquiera de los Disaster Recovery Center (Centro de Recuperación de Desastre) y reciba ayuda personal, de un representante de SBA. Para obtener más información o para encontrar un centro cerca de usted visite nuestro sitio en la red en www.sba.gov/disaster o llame a SBA al (800) 659-2955. Las personas sordas o con problemas de audición pueden llamar al (800) 877-8339.
- ◆ Aplicar por correo: completar una solicitud de préstamo en papel y enviarlo por correo a U.S. Small Business Administration en: 14925 Kingsport Road, Ft. Worth, TX 76155.



U.S. Small Business
Administration

U.S. SMALL BUSINESS ADMINISTRATION FACT SHEET - DISASTER LOANS

WASHINGTON Declaration #17301 & #17302 (Disaster: WA-00100)

**Incident: SEVERE STORMS, STRAIGHT-LINE WINDS, FLOODING,
LANDSLIDES & MUDSLIDES**

occurring: November 5 through December 2, 2021

in the Washington counties of: **Clallam, Skagit & Whatcom; and the Lummi Nation,
Nooksack Indian Tribe & Quileute Tribe;**

and for economic injury only in the contiguous Washington counties of: **Chelan, Island, Jefferson,
Okanogan & Snohomish**

Application Filing Deadlines:

Physical Damage: March 7, 2022

Economic Injury: October 5, 2022

If you are located in a declared disaster area, you may be eligible for financial assistance from the U.S. Small Business Administration (SBA).

What Types of Disaster Loans are Available?

- Business Physical Disaster Loans – Loans to businesses to repair or replace disaster-damaged property owned by the business, including real estate, inventories, supplies, machinery and equipment. Businesses of any size are eligible. Private, non-profit organizations such as charities, churches, private universities, etc., are also eligible.
- Economic Injury Disaster Loans (EIDL) – Working capital loans to help small businesses, small agricultural cooperatives, small businesses engaged in aquaculture, and most private, non-profit organizations of all sizes meet their ordinary and necessary financial obligations that cannot be met as a direct result of the disaster. These loans are intended to assist through the disaster recovery period.
- Home Disaster Loans – Loans to homeowners or renters to repair or replace disaster-damaged real estate and personal property, including automobiles.

What are the Credit Requirements?

- Credit History – Applicants must have a credit history acceptable to SBA.
- Repayment – Applicants must show the ability to repay all loans.
- Collateral – Collateral is required for physical loss loans over \$25,000 and all EIDL loans over \$25,000. SBA takes real estate as collateral when it is available. SBA will not decline a loan for lack of collateral, but requires you to pledge what is available.

What are the Interest Rates?

By law, the interest rates depend on whether each applicant has Credit Available Elsewhere. An applicant does not have Credit Available Elsewhere when SBA determines the applicant does not have sufficient funds or other resources, or the ability to borrow from non-government sources, to provide for its own disaster recovery. An applicant, which SBA determines to have the ability to provide for his or her own recovery is deemed to have Credit Available Elsewhere. Interest rates are fixed for the term of the loan. The interest rates applicable for this disaster are:

Loan Types	No Credit Available Elsewhere	Credit Available Elsewhere
Home Loans	1.438%	2.875%
Business Loans	2.830%	5.660%
Non-Profit Organizations	1.875%	1.875%

Economic Injury Loans

Loan Types	No Credit Available Elsewhere	Credit Available Elsewhere
Businesses & Small Agricultural Cooperatives	2.830%	N/A
Non-Profit Organizations	1.875%	N/A

What are Loan Terms?

The law authorizes loan terms up to a maximum of 30 years. However, the law restricts businesses with credit available elsewhere to a maximum 7-year term. SBA sets the installment payment amount and corresponding maturity based upon each borrower's ability to repay.

What are the Loan Amount Limits?

- **Business Loans** – The law limits business loans to \$2,000,000 for the repair or replacement of real estate, inventories, machinery, equipment and all other physical losses. Subject to this maximum, loan amounts cannot exceed the verified uninsured disaster loss.
- **Economic Injury Disaster Loans (EIDL)** – The law limits EIDLs to \$2,000,000 for alleviating economic injury caused by the disaster. The actual amount of each loan is limited to the economic injury determined by SBA, less business interruption insurance and other recoveries up to the administrative lending limit. EIDL assistance is available only to entities and their owners who cannot provide for their own recovery from non-government sources, as determined by the U.S. Small Business Administration.
- **Business Loan Ceiling** – The \$2,000,000 statutory limit for business loans applies to the combination of physical, economic injury, mitigation and refinancing, and applies to all disaster loans to a business and its affiliates for each disaster. If a business is a major source of employment, SBA has the authority to waive the \$2,000,000 statutory limit.
- **Home Loans** – SBA regulations limit home loans to \$200,000 for the repair or replacement of real estate and \$40,000 to repair or replace personal property. Subject to these maximums, loan amounts cannot exceed the verified uninsured disaster loss.

What Restrictions are there on Loan Eligibility?

- **Uninsured Losses** – Only uninsured or otherwise uncompensated disaster losses are eligible. Any insurance proceeds which are required to be applied against outstanding mortgages are not available to fund disaster repairs and do not reduce loan eligibility. However, any insurance proceeds voluntarily applied to any outstanding mortgages do reduce loan eligibility.
- **Ineligible Property** – Secondary homes, personal pleasure boats, airplanes, recreational vehicles and similar property are not eligible, unless used for business purposes. Property such as antiques and collections are eligible only to the extent of their functional value. Amounts for landscaping, swimming pools, etc., are limited.
- **Noncompliance** – Applicants who have not complied with the terms of previous SBA loans may not be eligible. This includes borrowers who did not maintain flood and/or hazard insurance on previous SBA loans.

Note: Loan applicants should check with agencies / organizations administering any grant or other assistance program under this declaration to determine how an approval of SBA disaster loan might affect their eligibility.

Is There Help with Funding Mitigation Improvements?

If your loan application is approved, you may be eligible for additional funds to cover the cost of improvements that will protect your property against future damage. Examples of improvements include retaining walls, seawalls, sump pumps, etc. Mitigation loan money would be in addition to the amount of the approved loan, but may not exceed 20 percent of total amount of physical damage to real property, including leasehold improvements, and personal property as verified by SBA to a maximum of \$200,000 for home loans. It is not necessary for the description of improvements and cost estimates to be submitted with the application. SBA approval of the mitigating measures will be required before any loan increase.

Is There Help Available for Refinancing?

- SBA can refinance all or part of prior mortgages that are evidenced by a recorded lien, when the applicant (1) does not have credit available elsewhere, (2) has suffered substantial uncompensated disaster damage (40 percent or more of the value of the property or 50% or more of the value of the structure), and (3) intends to repair the damage.
- Businesses – Business owners may be eligible for the refinancing of existing mortgages or liens on real estate, machinery and equipment, up to the amount of the loan for the repair or replacement of real estate, machinery, and equipment.
- Homes – Homeowners may be eligible for the refinancing of existing liens or mortgages on homes, up to the amount of the loan for real estate repair or replacement.

What if I Decide to Relocate?

You may use your SBA disaster loan to relocate. The amount of the relocation loan depends on whether you relocate voluntarily or involuntarily. If you are interested in relocation, an SBA representative can provide you with more details on your specific situation.

Are There Insurance Requirements for Loans?

To protect each borrower and the Agency, SBA may require you to obtain and maintain appropriate insurance. By law, borrowers whose damaged or collateral property is located in a special flood hazard area must purchase and maintain flood insurance. SBA requires that flood insurance coverage be the lesser of 1) the total of the disaster loan, 2) the insurable value of the property, or 3) the maximum insurance available.

Applicants may apply online, receive additional disaster assistance information and download applications at <https://disasterloanassistance.sba.gov/>. Applicants may also call SBA's Customer Service Center at (800) 659-2955 or email disastercustomerservice@sba.gov for more information on SBA disaster assistance. Individuals who are deaf or hard-of-hearing may call (800) 877-8339. Completed applications should be mailed to U.S. Small Business Administration, Processing and Disbursement Center, 14925 Kingsport Road, Fort Worth, TX 76155.

Anacortes City Council Minutes - January 24, 2022

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of January 24, 2022 at 6:00 p.m. Councilmembers Jeremy Carter, Christine Cleland-McGrath and Amanda Hubik were present. Councilmembers Ryan Walters, Carolyn Moulton and Bruce McDougall participated in the meeting remotely via Zoom. Councilmember Anthony Young was absent.

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

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller reminded that there would be no City Council meeting on January 31 because it is a 5th Monday.

The mayor announced that the library hours would be changing on February 1.

Housing Affordability and Community Services Committee: Ms. Cleland-McGrath reported from the Committee meeting held the previous week. The topics discussed included recent and upcoming guest speakers. Ms. Cleland-McGrath also reported on the County's postponement of docketing Fully Contained Communities.

Public Comment

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

Consent Agenda

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

- a. Minutes of January 18, 2022
- b. Approval of claims in the amount of \$346,082.29
The following vouchers/checks were approved for payment:
EFT numbers: 102275 through 102310, total \$295,634.04
Check numbers: 102311 through 102319, total \$128,971.77
Wire transfer numbers: 297249 through 297506, total \$8,130.76
- c. Resolution 3074: Waiving the Competitive Bidding Requirements for the Purchase of a ProLine H800 Rotary Mower
- d. Resolution 3071: Legislative Priorities 2022

PUBLIC HEARINGS

Resolution 3069: Authorizing Surplus of Copper Tubing

Finance Director Steve Hoglund introduced Resolution 3069 authorizing the surplus and sale of copper tubing owned by the water utility.

Mayor Miller opened the public hearing on this resolution. No one present wished to address the Council. The mayor closed the public hearing.

CHRISTINE CLELAND-MCGRATH moved, seconded by Amanda Hubik, to approve Resolution 3069 to surplus copper tubing. Vote: Ayes - JEREMY CARTER, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Result: Passed

OTHER BUSINESS

2021 Year End Finance Update

Mr. Hoglund provided a year end update, concluding that the City's financial picture was strong as of fiscal year end 2021. Mr. Hoglund's slide presentation had been included in the packet materials for the meeting.

Ordinance 4010: Amending the 2021 Budget

Mr. Hoglund introduced Ordinance 4010 to enact one final amendment to the 2021 budget. He reviewed the packet materials explaining the four line items affected.

RYAN WALTERS moved, seconded by CAROLYN MOULTON, to approve Ordinance 4010 amending the 2021 budget. Vote: Ayes - JEREMY CARTER, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Resolution 3073: Updated Planning Fees for Unified Fee Schedule

Mr. Hoglund introduced Resolution 3073 which would update the Unified Fee Schedule to reflect revised planning fees and current cemetery fees. He reviewed the planning fee crosswalk include in the packet materials.

RYAN WALTERS moved, seconded by JEREMY CARTER, to approve Resolution 3073. Vote: Ayes - JEREMY CARTER, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Ordinance 4011: Authorizing Acceptance of Restricted Donations

Parks and Recreation Director Jonn Lunsford introduced Ordinance 4011 to accept donations in the amount of \$650,000 from community organizations for design and construction of a new skate park.

Rachel Muntean Salazar representing the Anacortes Skate Park Improvement Project described the strong interest in and support for the new skate park.

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

BRUCE MCDOUGALL moved, seconded by AMANDA HUBIK, to adopt Ordinance 4011 as presented. Vote: Ayes - JEREMY CARTER, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Contract Award: Skate Park Design and Bid Documents #22-043-PRK-001

Mr. Lunsford requested City Council consent to award a contract in the amount of \$120,200.35 to Grindline Skateparks, Inc. to design a new skate park at the current location and create bid documents for the construction.

CAROLYN MOULTON moved, seconded by CHRISTINE CLELAND-MCGRATH, to authorize the Mayor to sign contract 22-043-PRK-001 with Grindline Skateparks, Inc. in the amount of \$120,200.35 to perform the Skate Park Design and production of related bid documents. Vote: Ayes - JEREMY CARTER, RYAN

WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Contract Award: Wastewater Treatment Plant Incinerator Expansion Joint and Waste Gas Outlet Duct Replacement #22-034-SEW-001

Public Works Director Fred Buckenmeyer requested City Council consent to award a contract in the amount of \$312,364.80 to C.H. Murphy/Clark-Ullman, Inc to perform the Incinerator Expansion Joint and Waste Gas Outlet Duct Replacement project at the Wastewater Treatment Plant.

RYAN WALTERS moved, seconded by CAROLYN MOULTON, to authorize the Mayor to sign contract #22-034-SEW-001 with C.H. Murphy/Clark-Ullman, Inc in the amount of \$312,364.80 to perform the Incinerator Expansion Joint and Waste Gas Outlet Duct Replacement project at the Wastewater Treatment Plant. Vote: Ayes - JEREMY CARTER, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Contract Modification: Municipal Broadband Network – 2021 Westside Backbone Expansion #21-094-FBR-001

Administrative Services Director Emily Schuh requested City Council consent to issue a contract modification to Robinson Brothers Construction, Inc. (RBC) in the amount of \$537,865.53, increasing the total contract price to \$5,593,169.62, to add work and materials necessary to complete deployment of backbone cables and MSTs in the areas of Anacortes west of Anacopper Mine Road, and to extend the time by which the work must be completed. Ms. Schuh's slide presentation was added to the packet materials for the meeting.

BRUCE MCDOUGALL moved, seconded by JEREMY CARTER, to authorize the Mayor to sign a contract modification with Robinson Brothers Construction, Inc., under Contract 21-094-FBR-001, in the amount of \$537,865.53, increasing the total contract price to \$5,593,169.62, and extending the time by which the work must be completed. Vote: Ayes - JEREMY CARTER, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Adjournment

There being no further business, at approximately 7:10 p.m. the Anacortes City Council meeting of January 24, 2022 was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the February 7, 2022 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
297957	7/19/2021	000107836	HEIN, GERALD	REIMBURSE EYEWARE, LEOFF1 RETIREE	\$ 226.80	hr
298388	9/30/2021	LNW-98047	LITHTEX NW	LITHTEX NW- ATOWN PUBLICATION	\$ 11,894.03	executive
297964	10/12/2021	GIS-16146	GEOGRAPHIC INFORMATION	GIS INC SERVICES	\$ 93.13	pwfac
297918	11/8/2021	8842	FUELCARE, INC.	WTP EMERGENCY GENERATOR FUEL TANK CLEANING	\$ 15,293.08	dwtp
298212	11/15/2021	INV5762	A-1 MOBILE LOCK AND KEY, INC.	DOOR REPAIR @ HEART	\$ 92.48	pwfac
298370	11/15/2021	247439	MSDSOONLINE, INC.	MSDSOONLINE HQ ACCOUNT - RENEWAL 1/27/22 - 1/26/23	\$ 3,806.92	admsrv
297951	11/29/2021	1420-Y07	BLYTHE PLUMBING & HEATING, INC	HVAC ANNUAL PREVENTIVE MAINTENANCE 2021 - WTP	\$ 2,860.06	pw1
297941	11/30/2021	447	WIDENER & ASSOCIATES	COMBINED SEWER OVERFLOW PS - ENVIRONMENTAL/PERMITTING ASSISTANCE - NOV 2021	\$ 1,141.20	pw1
297943	11/30/2021	449	WIDENER & ASSOCIATES	FIDALGO AVE EMERGENCY REPAIRS - ENVIRONMENTAL PERMITTING/DOCUMENTATION - NOV 21	\$ 500.40	pw1
297944	11/30/2021	450	WIDENER & ASSOCIATES	WWTP OUTFALL PERMITTING SERVICES - NOVEMBER 2021	\$ 25,078.43	pw1
297518	12/1/2021	RefundLindquist	LINDQUIST, MIKE	CAMPGROUND REFUND LINDQUIST	\$ 130.00	parks1
297779	12/3/2021	WA07-199388	MOTION INDUSTRIES, INC	SCREENINGS CONVEYOR 18" W 2 PLY BLACK	\$ 821.44	dwwtp
297952	12/6/2021	460509	SKIDMORE PHARMACY INC.	PHARMACY CO-PAY, LEOFF1 RETIREE	\$ 28.09	hr
297929	12/10/2021	1200395758	HDR ENGINEERING, INC	WTP CONTROLS MODIFICATIONS PROJECT - ENGINEERING 10/24/21-11/20/21	\$ 621.86	dwtp
298140	12/15/2021	039_2021	KUHNLEIN, LISA	LISA KUHNLEIN PHOTOGRAPHY	\$ 234.46	execc
297931	12/15/2021	December 15, 2021	WELCH BROTHERS CONSTRUCTION	36-INCH WATER TRANSMISSION MAIN REPAIR	\$ 41,228.73	pw1
297936	12/16/2021	1D8A4545-2022316	WIN-911 SOFTWARE	WIN-911 CUSTOMER CARE SUBSCRIPTION	\$ 660.00	dwtp
297953	12/17/2021	2021514-2	COMMERCIAL FIRE PROTECTION INC	SERVER ROOM/FIBER ROOM FIRE SUPPRESSION SYSTEM	\$ 46,636.03	pw1
297947	12/17/2021	P0002-50	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WTP - NOVEMBER 2021	\$ 175.00	dwtp
297950	12/20/2021	14427410	BROWN AND CALDWELL	WATER TREATMENT PLANT OPTIMIZATION STUDY - 10/29/21-11/25/21	\$ 959.74	dwtp
297203	12/20/2021	56688782	INGRAM LIBRARY SERVICES, LLC	ADULT BOOK ORDER	\$ 13.74	publib
297169	12/20/2021	RefundZoolkoski	ZOOLKOSKI, JACQUELINE	PET LICENSE REFUND TAG 1043	\$ 10.00	finance
297934	12/21/2021	1060330	FERGUSON ENTERPRISES, INC	WATER METER READING ANTENNA BASE STATION INSTALLATION	\$ 7,129.23	dwtp

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
297620	12/21/2021	9703	RUBBER GRANULATORS INC	DISPOSAL OF JUNK TIRES- #90009	\$ 165.00	dshop
297937	12/24/2021	0176675	GEOENGINEERS, INC.	ON-CALL ENVIRONMENTAL SERVICES CONSULTANT - BAS RESPONSE	\$ 1,520.00	plan
297940	12/24/2021	0176677	GEOENGINEERS, INC.	ON-CALL ENVIRONMENTAL SERVICES CONSULTANT: 2408 OAKES AVENUE	\$ 107.00	plan
297523	12/30/2021	ContractBurton	BURTON, CHAD	SOCCER REFEREE FOR COUNTY LEAGUE SEASON	\$ 25.70	pkrec
298136	12/31/2021	96317	BLYTHE PLUMBING & HEATING, INC	CHEM BUILDING MIXING VALVE REPAIR	\$ 1,614.10	dwtp
297966	12/31/2021	21-046-FAC-0011	COMMERCIAL ALARM & DETECTION	RETAINAGE RELEASE	\$ 2,437.20	pw1
296727	12/31/2021	Donations	HELPING HANDS FOOD BANK	PRIDE IN SERVICE DONATIONS TO FOOD BANK	\$ 250.00	hr
297919	12/31/2021	IN944045	NOANET	TRAVEL EXPENSES - MUNICIPAL FIBER NETWORK COORDINATED SERVICES - DECEMBER 2021	\$ 455.74	fiber
297607	12/31/2021	1893	SKAGIT CONSERVATION DISTRICT	NPDES II OUTREACH & EDUCATION - DECMEBER 2021	\$ 642.30	pw1
297922	12/31/2021	2037	SKAGIT COUNCIL OF GOVERNMENTS	STAFFING SERVICES FOR GROWTH MANAGEMENT ACT SUPPORT IN SK COUNTY - 10/1-12/31/21	\$ 1,940.21	plan
297690	12/31/2021	109471C	VECA ELECTRIC & TECHNOLOGIES	ELECTRIC VEHICLE CAR CHARGER PROJECT	\$ 925.57	pw1
297800	12/31/2021	109471B	VECA ELECTRIC & TECHNOLOGIES	WIRING FOR REMOTE CABINET	\$ 12,192.10	fiber
297930	12/31/2021	472	WIDENER & ASSOCIATES	WWTP OUTFALL PERMITTING SERVICES - DECEMBER 2021	\$ 5,044.80	pw1
297971	1/1/2022	Invoice #2 AFM	ANACORTES FARMERS MARKET	LTAC AFM INVOICE #2	\$ 972.00	plan
297956	1/1/2022	30884	COMMERCIAL ALARM & DETECTION	LIBRARY FIRE ALARM MONITORING AGREEMENT - JAN. FEB. MARCH 2022	\$ 97.92	pw1
297608	1/1/2022	#INV110319	DAVENPORT GROUP, INC.	WWTP & WTP SERVERS UPGRADE	\$ 108,778.24	infosys
296564	1/1/2022	5063523332	RICOH USA, INC	S/N C86086497 PUB DEF COPIES 10/1-12/31/21	\$ 14.95	finance
296565	1/1/2022	5063523542	RICOH USA, INC	S/N C86152062 HR COPIES 12/1-12/31/21	\$ 16.27	finance
296674	1/1/2022	5063523331	RICOH USA, INC	S/N C86138599 APD FRONT OFFICE COPIES 12/01-12/31/21	\$ 26.90	apd
297960	1/1/2022	GB00100301	TRANSAMERICA LIFE INS CO	JANUARY, LEOFF LONG-TERM CARE INSURANCE	\$ 634.98	hr
297524	1/1/2022	386000156	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 12/1-12/31/21	\$ 122.00	finance
298141	1/2/2022	042_2021	KUHNLEIN, LISA	LISA KUHNLEIN PHOTOGRAPHY	\$ 388.96	execc
297692	1/3/2022	01/03/2022	NORTHWEST PARKING EQUIPMENT	1ST QUARTER MAINTENANCE BOAT RAMP	\$ 462.40	parks1
296561	1/3/2022	5063523253	RICOH USA, INC	CITY WIDE 10/1-12/31/21	\$ 124.96	finance
297137	1/3/2022	52225	ROBINSON BROTHERS	MUNICIPAL BROADBAND NETWORK - 2021 WESTSIDE BACKBONE EXPANSION	\$ 240,967.57	fiber
297691	1/4/2022	1070896	BUILDERS EXCHANGE OF	PUBLISH PROJECTS ONLINE	\$ 85.65	pw1
297601	1/4/2022	56405781	INGRAM LIBRARY SERVICES, LLC	ADULT BOOK ORDER	\$ 40.46	publib
297602	1/4/2022	56942269	INGRAM LIBRARY SERVICES, LLC	YOUNG ADULT BOOK ORDER	\$ 13.69	publib

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
297603	1/4/2022	56942270	INGRAM LIBRARY SERVICES, LLC	ADULT BOOK ORDER	\$ 35.33	publib
297102	1/5/2022	794024	HASA, INC	SODIUM HYPOCHLORITE	\$ 4,979.82	dwtpt
297938	1/6/2022	01/06/2022	FIDALGO CLEANING	CLEANING MUSEUM	\$ 160.00	museum
297788	1/6/2022	BC1521133	GALLS, LLC.	UNIFORM NAMETAGS: J BERG	\$ 72.36	medic
297611	1/7/2022	ANC235284-M1	DOBBS PETERBILT - MARYSVILLE	REPLACEMENT SOLID WASTE TRUCK ERR516	\$ 334,346.54	pw1
297613	1/7/2022	ANC235285-M1	DOBBS PETERBILT - MARYSVILLE	REPLACEMENT 2 SOLID WASTE TRUCK ERR517	\$ 332,156.54	pw1
297925	1/7/2022	000017092 - 12	H W LOCHNER, INC	R AVENUE LONG-TERM IMPROVEMENT PROJECT - ENGINEERING 12/11/21-1/7/22	\$ 4,530.59	pw1
297917	1/7/2022	AFD 21	ISLAND HOSPITAL	NOV/DEC AMBULANCE SUPPLIES	\$ 1,535.53	medic
297525	1/7/2022	247579	NAPA	AIR FILTERS #204	\$ 22.66	dshop
297526	1/7/2022	247535	NAPA	BRAKE PADS #204	\$ 629.59	dshop
297078	1/10/2022	144664	COMPULINK MANAGEMENT CENTER, D/B/A LASERFICHE	LASERFICHE SUPPORT 3/1/22-2/28/23	\$ 35,866.35	legal
297604	1/10/2022	57048671	INGRAM LIBRARY SERVICES, LLC	ADULT BOOK ORDER	\$ 58.70	publib
297605	1/10/2022	57048674	INGRAM LIBRARY SERVICES, LLC	ADULT BOOK ORDER	\$ 17.58	publib
297599	1/10/2022	247750	NAPA	AIR FILTER, FUEL FILTER #205	\$ 60.11	dshop
297778	1/10/2022	INV-995738	OWENS PUMP & EQUIPMENT	MAINTENANCE - INCINERATOR	\$ 985.74	dwwtp
297798	1/10/2022	400002858597	PUGET SOUND ENERGY INC	2022 POLE ATTACHMENT FEES	\$ 3,811.40	fiber
297926	1/10/2022	1050	SKAGIT COUNTY PUBLIC HEALTH	PROVISION OF COMMUNITY SERVICES AT SENIOR ACTIVITY CENTER - 4TH QUARTER	\$ 9,550.00	parks1
297689	1/11/2022	13174	RAINBOW METALS, INC.	CEMETERY MARKER	\$ 272.52	parks1
297796	1/12/2022	1042818	FERGUSON ENTERPRISES, INC	GLS ANTENNAS X	\$ 2,245.63	wdist
297618	1/12/2022	248017	NAPA	OIL FILTERS #014	\$ 6.28	dshop
297528	1/12/2022	1	S&P WIRELESS, LLC	CONSULTANT FEES: PSE LEASE MT. ERIE	\$ 2,070.83	pkrec
298352	1/13/2022	99203	FAMILY CARE NETWORK PLLC	PER-EMPLOYMENT MEDICAL EXAM	\$ 238.00	apd
297801	1/13/2022	INV-002786	OVERHEAD DOOR CO	REPAIR AND LABOR ON APPARATUS BAY DOOR - 29-1	\$ 443.36	medic
297945	1/13/2022	P2065-T-1	QCC QUALITY CONTROLS CORP.	PS18 VARIABLE FREQUENCY DRIVE (VFD) REPLACEMENT	\$ 37,753.60	dwwtp
297949	1/13/2022	P2065-NT-2	QCC QUALITY CONTROLS CORP.	PS18 VARIABLE FREQUENCY DRIVE (VFD) REPLACEMENT	\$ 2,300.00	dwwtp
297529	1/14/2022	VR-2021-2-02	SKAGIT COUNTY AUDITOR'S OFFICE	2ND HALF 2021 VOTER REGISTRATION	\$ 14,205.83	finance
297687	1/14/2022	17827	SKAGIT PUBLISHING LLC	PUBLISH SVH-192465	\$ 59.18	finance
297688	1/14/2022	17828	SKAGIT PUBLISHING LLC	PUBLISH SVH-192476	\$ 53.80	finance
297595	1/15/2022	184438	LAKESIDE INDUSTRIES, INC.	SHALE / DUMP FEES	\$ 215.07	dshop
297939	1/17/2022	98052742	ECO SERVICES OPERATIONS CORP	ALUMINUM SULFATE	\$ 4,561.21	dwtpt
298209	1/17/2022	6002303683	ENDRESS + HAUSER, INC	MICROPILOT FMR51	\$ 4,377.89	dwtpt
297594	1/17/2022	1064419	FERGUSON ENTERPRISES, INC	2 OMNI T2 1000GA AMR	\$ 1,245.86	wdist
297685	1/17/2022	020216902	GALLS, LLC.	UNIFORM SHIRT; CAPT FULLER	\$ 70.25	apd

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
297557	1/17/2022	4420147	TWO RIVERS TERMINAL, LLC	PUMP STATION CHEMICAL	\$ 10,250.38	dwwtp
297684	1/18/2022	183999	LAKESIDE INDUSTRIES, INC.	CEMETERY MATERIALS	\$ 125.13	parks1
297921	1/18/2022	P0002-51	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WTP - DECEMBER 2021	\$ 743.75	dwwtp
297923	1/18/2022	690059	RED VALVE COMPANY INC	DUCKBILL CHECK VALVE	\$ 2,265.00	dwwtp
297948	1/18/2022	0542005-001	UNUM LIFE INS CO OF AMERICA	FEBRUARY, LEOFF LONG-TERM CARE PREMIUM	\$ 1,024.90	hr
298062	1/18/2022	RE 41 JA2711 L169	WASHINGTON STATE DEPARTMENT	17TH & Q, SIGNAL LIGHT MAINT	\$ 14.22	ap direct
298380	1/18/2022	RE 41 JZ1332 L001	WASHINGTON STATE DEPARTMENT	PERMIT REVIEW FOR FIBER IN PIPE	\$ 232.86	dwwtp
297609	1/19/2022	#INV110423	DAVENPORT GROUP, INC.	DELL NETWORKING TRANSCEIVER	\$ 3,503.36	infosys
298069	1/19/2022	WAANA139246	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 93.11	dwwtp
297614	1/19/2022	90505	MCCULLOUGH HILL LEARY, PS	WTP DEMO MATTER NO. 96	\$ 423.50	legal
298393	1/19/2022	12P6317	MOTOR TRUCKS, INC	BRACKETS	\$ 539.31	dshop
297789	1/19/2022	248795	NAPA	ENVIRO FLUID HOSE, FITTINGS #512	\$ 224.48	dshop
297954	1/19/2022	133609	SUMMIT LAW GROUP, PLLC	LEGAL SERVICES, POLICE & FIRE BARGAINING UNITS	\$ 21,397.00	hr
298394	1/19/2022	1814714	WOOD'S LOGGING SUPPLY	CARBURETOR- #11981	\$ 89.58	dshop
297680	1/20/2022	314587	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 483.83	pwwfac
297765	1/20/2022	440 400 0000 0	CASCADE NATURAL GAS CORP.	FIDALGO CENTER 12/17/2021-01/19/2022	\$ 1,141.31	parks1
297766	1/20/2022	538 000 0000 1	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. 12/17-1/19/2022	\$ 86.79	parks1
297767	1/20/2022	260 037 3822 1	CASCADE NATURAL GAS CORP.	611 R AVENUE 12/17-1/19/22	\$ 764.02	parks1
297768	1/20/2022	917 600 0000 9	CASCADE NATURAL GAS CORP.	1915 13TH ST. 12/17-1/19/22	\$ 331.76	parks1
297770	1/20/2022	304 713 4234 2	CASCADE NATURAL GAS CORP.	607 R AVE 12/17/2021-01/19/2022	\$ 13.83	parks1
297772	1/20/2022	795 700 0000 4	CASCADE NATURAL GAS CORP.	CITY HALL 12/17-1/19/2022	\$ 2,033.21	finance
297773	1/20/2022	638 000 0000 0	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. #B, 12/17-1/19/22	\$ 140.09	parks1
297774	1/20/2022	710 300 0000 5	CASCADE NATURAL GAS CORP.	OPS: 12/17/21- 01/19/22	\$ 1,819.02	dshop
297803	1/20/2022	674 400 0000 7	CASCADE NATURAL GAS CORP.	STA 1: 12/17 - 1/19/22	\$ 702.79	medic
297804	1/20/2022	169 400 0000 9	CASCADE NATURAL GAS CORP.	STA 2: 12/17 - 1/19/22	\$ 471.18	medic
297912	1/20/2022	038 200 0000 2	CASCADE NATURAL GAS CORP.	APD 12/17-1/19/22	\$ 1,893.82	apd
297932	1/20/2022	912 800 0000 0	CASCADE NATURAL GAS CORP.	MUSEUM 12/17-1/19/22	\$ 707.31	museum
297935	1/20/2022	199 800 0000 4	CASCADE NATURAL GAS CORP.	MUSEUM 12/17-1/19/22	\$ 545.99	museum
297802	1/20/2022	AN 872921	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCE	\$ 62.80	medic
297797	1/20/2022	0001245	CITY OF BURLINGTON	DARK FIBER & RACK SPACE	\$ 275.00	fiber
297775	1/20/2022	LAU-WA-W683-21	DEPARTMENT OF ECOLOGY	WWTP LAB ACCREDITATION FEE	\$ 920.00	dwwtp
297787	1/20/2022	1060920-1	FERGUSON ENTERPRISES, INC	5/8 SRII PLASTIC METER BOTTOM	\$ 593.06	wdist
298376	1/20/2022	248916	NAPA	BLACK RAPTOR KIT W/ GUN- SHOP	\$ 428.15	dshop
298385	1/20/2022	248912	NAPA	SCUFF PADS- SHOP	\$ 44.83	dshop
297958	1/20/2022	1720007263	PATEL DDS, RAMAN	DENTAL SERVICES, LEOFF1 RETIREE	\$ 280.00	hr
297616	1/20/2022	E 202201180084	SIMPLIFILE, LC	HILL FIBER EASEMENT - 416 HILLCREST DRIVE	\$ 216.38	fiber
298347	1/20/2022	9504983408	TELEFLEX LLC	EZ-IO NEEDLES & STABILIZERS	\$ 616.99	medic

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
298206	1/20/2022	9897778481	VERIZON WIRELESS	SCADA COMMUNICATIONS - PUMP STATIONS 12/21-1/20/22	\$ 1,210.51	dwwtp
297612	1/20/2022	114835	WALTON BEVERAGE COMPANY, INC	OPS: BREAK ROOM SUPPLIES	\$ 108.75	dshop
297920	1/20/2022	114839	WALTON BEVERAGE COMPANY, INC	WTP BREAKROOM SUPPLIES	\$ 41.50	dwwtp
297781	1/21/2022	989 800 0000 8	CASCADE NATURAL GAS CORP.	WWTP 12/17-1/19/22	\$ 13.00	dwwtp
297729	1/21/2022	WAANA139283	FASTENAL COMPANY	PARKS DEPT GENERAL STOCK	\$ 209.23	parks1
297769	1/21/2022	WAANA139296	FASTENAL COMPANY	IMPACT WRENCH	\$ 1,483.98	dshop
297911	1/21/2022	020258035	GALLS, LLC.	UNIFORM PANT; NEW HIRE DANIEL	\$ 65.28	apd
297913	1/21/2022	1200404400	HDR ENGINEERING, INC	WWTP OUTFALL FINAL DESIGN PHASE 3: 11/21 - 12/25/21	\$ 18,296.32	pw1
297790	1/21/2022	249032	NAPA	ALARM VEH #613	\$ 31.46	dshop
297776	1/21/2022	214889	NORTHSTAR CHEMICAL INC.	PLANT CHEMICALS	\$ 2,668.97	dwwtp
297784	1/21/2022	5063697534	RICOH USA, INC	S/N C86112175 3RD FL COPIER 10/21/21-1/20/22	\$ 1,170.18	finance
297693	1/21/2022	18652	TRANSPORTATION SOLUTIONS INC	32ND AND M INTERSECTION DESIGN - 12/16/21 - 01/15/22	\$ 3,686.25	pw1
298010	1/22/2022	184875	LAKESIDE INDUSTRIES, INC.	HMA 1/2" ASPHALT	\$ 940.30	dshop
298386	1/22/2022	249117	NAPA	6" LED LAMP- #185	\$ 95.64	dshop
297806	1/24/2022	Q083353	CORE & MAIN LP	INVENTORY - 1X3/4 BMV ANGLE VALVE NO LEAD	\$ 2,367.49	wdist
297807	1/24/2022	Q086118	CORE & MAIN LP	WATER INVENTORY	\$ 1,969.59	wdist
297900	1/24/2022	Q247574	CORE & MAIN LP	WATER INVENTORY	\$ 1,849.39	wdist
297901	1/24/2022	Q155451	CORE & MAIN LP	WATER INVENTORY	\$ 3,982.36	wdist
297902	1/24/2022	Q145804	CORE & MAIN LP	WATER INVENTORY	\$ 5,952.13	wdist
298070	1/24/2022	WAANA139344	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 120.75	dwwtp
298364	1/24/2022	BC1532476	GALLS, LLC.	CALL'S UNIFORM ORDER	\$ 1,504.61	medic
297942	1/24/2022	12848911	HACH COMPANY	FLUORIDE STANDARD 1 AND 2, AND TISAB	\$ 800.85	dwwtp
297805	1/24/2022	INV14344	SEAWESTERN, INC.	1ST QUARTERLY SCBA AIR TEST 2022	\$ 146.88	medic
297903	1/24/2022	E 202201240135	SIMPLIFILE, LC	HERMAN (PAK TRUST) FIBER EASEMENT - 410 39TH STREET	\$ 216.38	fiber
297933	1/24/2022	855968	USA BLUE BOOK	FLUORIDE REAGENT AMPULES X 12	\$ 587.22	dwwtp
297793	1/24/2022	114833	WALTON BEVERAGE COMPANY, INC	AFD BREAKROOM SUPPLIES	\$ 106.50	medic
297968	1/25/2022	Invoice #1	ANACORTES ARTS FESTIVAL	LTAC AFF ART IN ANACORTES	\$ 6,689.21	plan
297969	1/25/2022	INVOICE #1 AFF	ANACORTES ARTS FESTIVAL	LTAC AAF ARTS FEST	\$ 20,000.00	plan
298381	1/25/2022	312735	BAY CITY SUPPLY	FACILITY USE ITEMS	\$ 829.14	pwfac
298384	1/25/2022	314587A	BAY CITY SUPPLY	FACILITY COVID DISINFECTANT WIPES	\$ 1,432.57	pwfac
298361	1/25/2022	84378843	BOUND TREE MEDICAL, LLC	PHARMA: CACL2	\$ 116.90	medic
298345	1/25/2022	7181662822	CARDINAL HEALTH 110, INC.	PHARMA: CACL2, ETOMIDATE, NITROGLYCERIN	\$ 511.60	medic
297928	1/25/2022	2022 DMCMA	DMCMA TREASURER	2021 DMCMA MEMBERSHIP FEE	\$ 150.00	court
298392	1/25/2022	572973	HUGHES FIRE EQUIPMENT, INC.	FOLDING LADDER BRACKET #221	\$ 729.93	dshop

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
298068	1/25/2022	1911266	MILES SAND & GRAVEL CO.	5/8" CSTC	\$ 367.74	dshop
298064	1/25/2022	249360	NAPA	HYDRAULIC HOSE & FITTINGS- #610	\$ 69.45	dshop
298199	1/25/2022	249350	NAPA	MISC FILTERS- STOCK	\$ 254.20	dshop
298134	1/25/2022	196127	SKAGIT PUBLISHING LLC	PUBLIC HEARING NOTICE FOR ORD. 4012 4013	\$ 69.02	dshop
298202	1/26/2022	249438	NAPA	SPARK PLUG- #13-940	\$ 2.44	dshop
298071	1/26/2022	0279819-IN	REISNER DISTRIBUTOR INC	INCINERATOR FUEL	\$ 4,138.59	dwwtp
298132	1/26/2022	B14668777	SHI INTERNATIONAL CORP.	WINDOWS SERVER OS FOR WWTP, WTP AND ENTERPRISE DOMAIN CONTROLLERS	\$ 42,616.00	infosys
298012	1/26/2022	E 202201260085	SIMPLIFILE, LC	CARR FIBER EASEMENT RECORDING	\$ 216.38	fiber
298013	1/26/2022	220104	T-SHIRTS BY DESIGN	BOYS YTH BASKETBALL SHIRTS	\$ 2,473.57	pkrec
298346	1/27/2022	314772	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 270.79	pwfac
298145	1/27/2022	WAANA139404	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 224.80	dwwtp
298204	1/27/2022	249608	NAPA	SPARK PLUG- #6972	\$ 5.37	dshop
298389	1/27/2022	249539	NAPA	BLACK RAPTOR KIT W/ GUN #516	\$ 214.07	dshop
298344	1/28/2022	248 984 6277 5	CASCADE NATURAL GAS CORP.	WTP 12/30/21-1/27/22	\$ 5,484.30	dwwtp
298203	1/28/2022	#INV110552	DAVENPORT GROUP, INC.	OPTIPLEX 3090 MICRO TAGS BTX	\$ 24,994.15	infosys
298205	1/28/2022	#INV110551	DAVENPORT GROUP, INC.	DELL LATITUDE 5430 RUGGED	\$ 81,192.01	infosys
298378	1/28/2022	98053564	ECO SERVICES OPERATIONS CORP	ALUMINUM SULFATE	\$ 4,607.47	dwwtp
298135	1/28/2022	Ref000298135	FDV, LLC	Refund per Email 1/28/2022 EM	\$ 240.00	bldg
298351	1/28/2022	020324700	GALLS, LLC.	UNIFORM VEST; NEW HIRE DANIEL	\$ 877.17	apd
298208	1/28/2022	173917	GREAVES COMPANY, INC	MAINTENANCE SUPPLIES - INCINERATOR	\$ 875.18	dwwtp
298207	1/28/2022	220015149234	PUGET SOUND ENERGY INC	8147 S MARCHS PT RD STREET LIGHTS: 12/30/21- 01/28/22	\$ 28.74	dshop
298355	1/28/2022	360-293-6427-0218975	ZIPLY FIBER	CITY HALL 911 1/28-2/27/22	\$ 78.25	finance
298356	1/28/2022	360-293-4900-0912865	ZIPLY FIBER	APD BAC LINE 1/28-2/27/22	\$ 84.67	apd
298357	1/28/2022	360-299-6615-0615165	ZIPLY FIBER	APD 911 LINE 1/28-2/27/22	\$ 71.86	apd
298358	1/28/2022	360-588-1422-0822015	ZIPLY FIBER	APD BUSINESS LINE 1/28-2/27/22	\$ 295.56	apd
298359	1/28/2022	360-588-9248-0619005	ZIPLY FIBER	APD BACKUP LINE 1/28-2/27/22	\$ 204.45	apd
298367	1/28/2022	360-293-3725-0501135	ZIPLY FIBER	DEPOT PHONE 1/28-2/27/22	\$ 98.61	parks1
298371	1/28/2022	360-299-3674-0214175	ZIPLY FIBER	OPS 01/28- 02/27/22	\$ 70.20	dshop
298210	1/31/2022	26279	ALLMAX SOFTWARE, INC.	OP10 ONLINE TRAINING - 3 HOURS	\$ 675.00	dwwtp
298377	1/31/2022	SI407362	AMERICAN REGISTRY FOR	ANNUAL REGISTRATION FEE	\$ 1,000.00	fiber
298348	1/31/2022	22-37860	BUDGET TOWING & AUTO REPAIR	TOWING; APD CASE 21-A02512 (MOTORHOMES)	\$ 523.60	apd

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
298372	1/31/2022	14182	ENVIROCARE INTERNATIONAL, INC,	WWTP CAUSTIC SYSTEM CONSULTING - JAN 2022	\$ 175.00	dwwtp
298349	1/31/2022	01/31/2022	FIDALGO CLEANING	APD CLEANING & SUPPLIES	\$ 800.00	apd
298391	1/31/2022	1912537	MILES SAND & GRAVEL CO.	5/8" CSTC & 1-1/4" CSBC	\$ 1,005.84	dshop
297785	2/1/2022	20220201	CHOWANEC, WILLIAM	STA 3 RENT - FEBRUARY	\$ 2,400.00	medic
298396	2/1/2022	JAN 2022	KORTERUD, WAYNE D	INDIGENT SCREENING JANUARY	\$ 415.00	court
298362	2/1/2022	E 202202010023	SIMPLIFILE, LC	FIBER EASEMENT RECORDING - SUFFRIDGE TRUST - 4219 MARINE CREST PL	\$ 218.38	fiber
298363	2/1/2022	22004331	WASHINGTON STATE PATROL	BACKGROUND CHECKS; JANUARY 2022	\$ 66.25	apd
298365	2/1/2022	22004254	WASHINGTON STATE PATROL	PARKS VOLUNTEER BACKGROUND CHECK	\$ 33.00	parks1
298366	2/1/2022	22004387	WASHINGTON STATE PATROL	PARKS VOLUNTEER BACKGROUND CHECK	\$ 11.00	parks1
298398	2/1/2022	22004270	WASHINGTON STATE PATROL	WA STATE PATROL WATCH REPORTS FOR VOL FF	\$ 110.00	hr
298402	2/2/2022	21-058-TRN-0011	LAKESIDE INDUSTRIES, INC.	RETAINAGE RELEASE	\$ 5,655.81	pw1

Total **\$1,657,437.20**



City Council Agenda Bill

Meeting Date: February 7, 2022 **Agenda Item:** 5.c.

Agenda Item Title: Contract Award: 2022 Chevy Silverado 2500 Service Body Truck
#22-046-ERR-001

Staff Contact(s): FRED BUCKENMEYER, WIL LUDEMANN

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

Item Summary: City staff seeks City Council consent to issue a contract in the amount of \$49,867.68 to Jet Chevrolet for the purchase of a One New 2022 Chevy Silverado 2500 Service Body Truck.

Background:

1. History: This 2022 Chevy 2500 Service body truck with replace a 2002 truck in the facilities department. The current truck is past its lifecycle by 5 years. We will use the accrued ER funds to purchase the new unit. This truck will be used as a mobile workshop for the facility maintenance team.
2. Competitive Bidding: On January 14, 2022 the City [solicited bids](#) for the subject project and on January 21, 2022 a bid opening was conducted and 2 bids were received. Jet Chevrolet was determined to be the lowest responsible bidder.

Budget Impact:

Vendor	Jet Chevrolet
Contract Amount	\$49,867.68
BARS #s	501.790.594.48.60
Budget Amendment Required?	No

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 22-046-ERR-001 with Jet Chevrolet in the amount of \$49,867.68 for the purchase of a One New 2022 Chevy Silverado 2500 Service Body Truck.

Alternative Actions: Not approve the contract.

Attachments (listed in order presented):

1. Bid Tabulation 22-046-ERR-001
2. 22-046-ERR-001

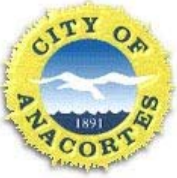
One New 2022 Chevy Silverado 2500 Service Body Truck

#22-046-ERR-001

BID OPENING DATE: January 21, 2022

Item No.	Qty	Unit	Description	BLADE CHEVROLET		Jet Chevrolet	
				Unit Price	Amount	Unit Price	Amount
1	1	EA	New/Unused 2022 Chevy Silverado 2500 Service Body Truck	\$ 45,918.00	\$ 45,918.00	\$ 45,170.00	\$ 45,170.00
				SUBTOTAL	\$ 45,918.00	SUBTOTAL	\$ 45,170.00
				8.8 % TAX	\$ 4,040.78	10.4 % TAX	\$ 4,697.68
				TOTAL BID	\$ 49,958.78	TOTAL BID	\$ 49,867.68

 Denotes Correction from Supplier's Bid Proposal Based Upon Correct Sales Tax Rate.



CONTRACT 22-046-ERR-001
Between
THE CITY OF ANACORTES
AND
JET CHEVROLET

One New 2022 Chevy Silverado 2500 Service Body Truck

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Jet Chevrolet, a private company at 35700 Enchanted Parkway S, Federal Way, WA 98003 (herein after referred to as "Supplier").

1. **Scope of Work.** The Supplier shall furnish and deliver goods in accordance with and as described in the City of Anacortes document entitled "Invitation to Bid One New 2022 Chevy Silverado 2500 Service Body Truck #22-046-ERR-001" issued January 14, 2022, as well as Exhibit A "Supplier's Bid Proposal", both of which are hereby incorporated by reference and made a part hereof. Seller agrees that if the City requires the purchase of additional New 2022 Chevy Silverado 2500 Service Body Truck during the contract term that such purchase(s) shall be in accordance with the specifications, terms, and prices indicated therein, if all parties are willing at the time of purchase and so agree in writing through a contract modification as specified in Contract Article 22. Changes/Additional Work.

2. **COVID-19 Safety Requirements Compliance.** The Supplier, and its sub-Suppliers of any tier, agree to comply with all current and future COVID-19 proclamations, regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State as it may relate to City of Anacortes projects.

3. **Price and Payment Terms.** The Total Contract Price is a firm fixed price of **Forty-Nine Thousand Eight Hundred Sixty-Seven Dollars and Sixty-Eight Cents (\$49,867.68)**. The Supplier's bid schedule is incorporated by reference and attached hereto as Exhibit A.

4. **Contract Term.** The contract term is from full execution through December 31, 2022.

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

6. **Warranty.** Supplier shall assure that the Goods and/or Services purchased hereunder are covered by all available and applicable manufacturers' warranties for such Goods and/or Services. Supplier expressly agrees that it will be responsible for performing all warranty obligations set forth in the Invitation to Bid. Supplier also warrants that the Goods and/or Services will conform to the Specifications, and further warrants that the Goods and/or Services shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of Acceptance or installation by City, whichever is later, or as specified in the Specifications, whichever is later. In no event shall Supplier be allowed to disclaim or otherwise limit the express warranties set forth herein. In addition, the Supplier shall obtain and submit to the City any necessary documentation to secure any extended manufacturer's warranty and warranty terms. This guarantee is supplemental to and does not limit or affect the requirements that the Supplier's work comply with the requirements of the Contract or any other legal rights or remedies of the City.

7. **Warranty Remedies.** City shall notify Supplier if any of the Goods and/or Services fails to meet the warranties set forth above, and Supplier shall promptly correct, repair or replace such Goods and/or Services at Supplier's sole expense. Notwithstanding the foregoing, if such Goods and/or Services shall be determined by City to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by City, then City at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Supplier. Supplier shall pay all expenses related to the return of such Goods to Supplier.

8. **Supplier Bears Risk.** The risk of loss or damage shall be borne by Supplier at all times until the Acceptance of the Goods or Services by City

9. **Taxes.** The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Supplier must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Supplier's gross or net income, or personal property to which the City does not hold title. The

City is exempt from Federal Excise Tax. Where applicable the City shall furnish a Federal Excise Tax Exemption certificate.

10. **Invoicing.** All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Contract Title, and Contract Number. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. Suppliers may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution.

The City shall notify the Supplier within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Supplier shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

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

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

13. **Defense and Indemnity.** The Supplier shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of the Contract, except for injuries and damages caused by the sole negligence of the City.

14. **Insurance Requirements**

A. **Insurance Term:** The Supplier shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the Public Entity.

B. **No Limitation:** The Supplier's maintenance of insurance as required by the Contract shall not be construed to limit the liability of the Supplier to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

C. **Minimum Scope of Insurance:** The Supplier shall obtain insurance of the type and coverage described below:

Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. **The City of Anacortes and its officers, elected officials, employees, agents, and volunteers shall be named as an additional insured** under the Supplier's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 04 13 or a substitute endorsement providing at least as broad coverage.

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

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products liability aggregate limit.

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

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

G. Verification of Coverage: The Supplier shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Supplier before goods, materials or supplies will be accepted by the Public Entity.

H. Notice of Cancellation: The Supplier shall provide the Public Entity with written notice of any policy cancellation, within One business days of their receipt of such notice.

I. Failure to Maintain Insurance: Failure on the part of the Supplier to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days notice to the Supplier 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 Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Supplier from the Public Entity.

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

15. Inspection.

A. **Of the Work:** All materials furnished and work done shall be subject to inspection. The City Project Manager administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Supplier shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Supplier of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of the Contract. All material or work approved and later found to be defective shall be replaced without cost to the City.

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

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

17. **Assignment/Subcontract.** Supplier shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of City. No such written approval shall relieve the Supplier of any obligations of this Contract, and any transferee or subSupplier shall be considered the agent of the Supplier. Supplier shall remain liable as between the original parties to this Contract as if no such assignment had occurred.

18. **Supplier is an Independent Supplier.** The parties intend that an independent Supplier relationship will be created by this Contract. No agent, employee or representative of the Supplier shall be deemed to be an agent, employee or representative of the City for any purpose. Supplier shall be solely responsible for all acts of its agents, employees, representatives and Sub-Suppliers during the performance of this Contract.

19. **Ownership and Use of Documents.** All finished and unfinished documents and material prepared by the Supplier with funds paid by the City pursuant to the terms of this Contract shall become the property of the City and shall be forwarded to the City upon its request. Documents and materials shall include but not be limited to plans, specifications, reports, electronic and non-electronic data, and other design documents prepared by the Supplier. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Supplier harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the documents and materials by the City or any person or entity that

obtains the documents and materials from or through the City. Pursuant to RCW 42.56.70, all information and documents produced under this Contract may be subject to public disclosure.

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

21. **The City's Right to Terminate Contract.**

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

B. **Termination for Public Convenience:** The City may terminate the Contract in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Contract is terminated in accordance with this paragraph, the Supplier shall be entitled to payment for actual work performed at unit Contract prices for completed items of work through the date of termination. An equitable adjustment in the Contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Contract by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Contract by the City.

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

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

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

25. **Disputes**

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

B. **Notice of Potential Claims:** The Supplier shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Supplier has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City.

The written Notice of Potential Claim shall set forth the reasons for which the Supplier believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Supplier shall keep full and complete daily records of the Work performed, labor and all costs and additional time claimed to be additional.

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

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

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

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

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

28. Compliance with Laws. The Supplier in the performance of this Contract shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Contract to assure quality of services.

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

CITY:

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

CONTRACTOR:

Jet Chevrolet
R.W. Lynch
35700 Enchanted Parkway S
Federal Way, WA 98003

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

31. **Survival of Contract Termination.** The provisions of the following paragraphs and the liability of the Supplier for default during the term of the Contract shall survive, notwithstanding the termination or invalidity of this Contract for any reason: Taxes; Warranty; The City's Right to Terminate Contract; Governing Law; Disputes; Defense & Indemnity.

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

CITY OF ANACORTES

JET CHEVROLET

By _____
Matt Miller, Mayor

By _____

Date _____

Title _____

Date _____

APPENDIX A

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

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

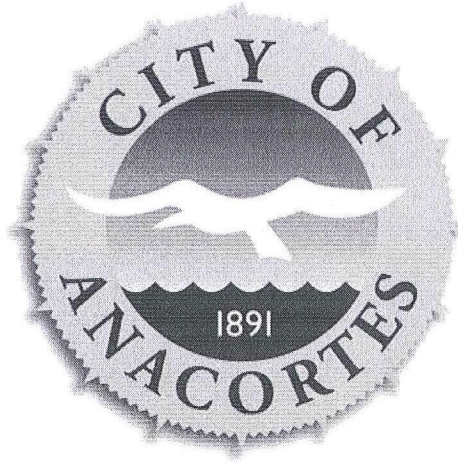
unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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



INVITATION TO BID

FOR

**One New 2022 Chevy Silverado 2500
Service Body Truck
22-046-ERR-001**

Bid Opening: Friday, January 21, 2022 at 1:30pm (local time)

FOR INFORMATION, CONTACT:
Tiffany Matson, Contract Specialist
City of Anacortes
matsont@cityofanacortes.org
904 6th Street
PO Box 547
Anacortes, WA 98221

TO: City of Anacortes
(City or Owner):
FROM: Bidder: Jet Chevrolet:
PROJECT: 22-046-ERR-001

1. GENERAL

The undersigned Bidder, having reviewed the Invitation to Bid (ITB) for the One New 2022 Chevy Silverado 2500 Service Body Truck purchase hereby proposes and agrees, if this bid is accepted, to enter into an agreement with Owner to provide the goods as specified and within the contract time indicated in this bid for an amount computed upon the basis of the goods to be provided at the following prices.

2. LIMITATION OF DAMAGES

The Bidder:

- a) agrees not to bring any Claim against the City or any of its employees, advisers, or representatives for damages in excess of an amount equivalent to the reasonable costs incurred by the Bidder in preparing its Bid for any matter in respect of this ITB, including:
 - I. if the City accepts a non-compliant Bid or otherwise breaches (including breach of material terms) the terms of this ITB; or
 - II. if the Project is modified, suspended, or cancelled for any reason (including modification of the scope of the Project or modification of this ITB or both) or the City exercises any rights under this ITB; and
- b) waives any and all Claims against the City or any of its employees, advisers, or representatives for loss of anticipated profits or loss of opportunity if no agreement is made between the City and the Bidder for any reason, including:
 - I. if the City accepts a non-compliant Bid or otherwise breaches (including breach of material terms) the terms of this ITB; or
 - II. If the Project is modified, suspended, or cancelled for any reason (including modification of the scope of the Project or modification of this ITB or both) or the City exercises any rights under this ITB.

3. **BIDDER'S REPRESENTATIVE:** The Bidder's Representative identified below is an officer of the company and is fully authorized to represent the Bidder in any and all matters related to its Bid.

4. **IRREVOCABLE OFFER PERIOD:** The undersigned Bidder understands and acknowledge that the offer submitted as your Bid is firm and irrevocable for one (1) New 2022 Chevy Silverado 2500 Service Body Truck from the City's close of business on the Bid Submission Date until 180 days after the Bid Opening Date. Seller agrees that if the City requires the purchase of additional New 2022 Chevy Silverado 2500 Service Body Trucks during the contract term that such purchase(s) shall be in accordance with the specifications, terms, and prices indicated therein, if all parties are willing at the time of purchase and so agree in writing through a contract modification as specified in Contract Article 22. Changes/Additional Work.

5. SCHEDULE:

The City requires that the successful vendor order components immediately upon contract issuance and that the vendor will diligently pursue acquisition of required components as bid. The City requires delivery within 30 days of contract execution. If, after a delivery date has been agreed to by both parties, a component is delayed for reasons beyond the vendors control, a brief description of the delay shall be provided to the City within 2-working days of their notification. The City will have to right to investigate and may purchase the component through a separate vendor, if available, without penalty.

6. SCOPE: Delivery of One New/Unused 2022 Chevy Silverado 2500 Service Body Truck. Brochures and/or specification literature clearly describing the unit and verifying that the unit meet or exceed the requirements of this specification shall accompany each bid proposal. Warranty and delivery information shall be provided with the bid proposal. Any Manufacturer's name and model called out in this bid is intended to set the quality and design of equipment desired and is not meant to limit bidding on products of equal quality. Any exceptions to or deviations from the specifications set forth in the bid must be clearly described in the bidder's proposal. During a standard warranty period or for any extended warranty no deductibles, upcharges, overtime, mileage, freight or charges for parts and service shall be charged to the City pertaining to warranty repairs.

7. ALTERNATIVE PRODUCTS: These specifications are intended to be precise where a specific make, model, or trade name is requested, but the City is open to equal alternatives. Whenever a make, model or trade name is used, it shall be that or the equal or the approved equal. The equal or the approved equal means that make, model or trade name will be given consideration if they fulfill the same performance requirements. The City reserves the right to make the decision on acceptability. The specifications set forth herein are for the purpose of establishing the type of material, equipment, components, accessories and appurtenances desired and not to exclude any equal, similar models or makes of a reputable manufacture.

Performance, product and other appropriate characteristics shall meet or exceed those of particular manufacturer (make and model number) if any are described in the bid response section or in any specifications, if attached, to this Invitation to Bid. The vendor shall furnish any additional pertinent information that will assist the City in evaluating the particular equipment if a submittal is made for any product that differs from what the City has specified.

If vendor's proposed equipment deviates from the specifications of this Invitation to Bid in any way, the vendor must include along with their submittal, specifications of vendor's proposed equipment, clearly detailing deviation(s). It remains the vendor's responsibility to provide a unit that meets all bid specifications.

If awarded a contract in connection with this Invitation to Bid, any unit that is shipped that does not conform to the exact specifications, or City approved equals, may be rejected and it will be the responsibility of the vendor, manufacturer and/or vendor to conform with the requirements unless deviations have been specifically cited by the vendor and acceptance made by the City on the basis of exception. If the materials, supplies or equipment provided does not meet the specification criteria, it will be returned to the vendor at the vendor's expense with no cost or penalty to the City of Anacortes whatsoever.

8. SPECIFICATIONS

One New/Unused 2022 Chevy Silverado 2500 Service Body Truck. The City of Anacortes requests bids for the purchase and delivery of One (1) new/unused 2022 Chevy Silverado 2500 Service Body Truck. The unit shall be delivered within 30 days of contract execution to Anacortes Operations Shop, 2201 37th St, Anacortes, WA 98221. Any bids with an estimated delivery time outside of 30 days of contract execution shall be deemed non-responsive. The units shall meet the following minimum specifications (unit to be delivered "turnkey" with all equipment installed):

- a) New 2022 Chevy 2500 Silverado 2wd reg cab 6.6L gas engine
- b) White in color
- c) 8' service body installed (Harbor HT098-1541A or like)
- d) 8' ladder rack
- e) Carhart style Seat covers installed on all seats
- f) Trailer hitch

The Supplier shall warrant each vehicle and related parts to be of good material and workmanship and to promptly replace any part or parts which by reason of defective materials or workmanship shall fail under normal use, free of negligence or accident, for a minimum of one (1) year from the date of delivery, unless otherwise stated. In addition, if such failures take place outside the dealer's service area, which shall be defined as Skagit County limits, the Supplier will be responsible for reimbursing the nearest manufacturer's authorized dealer for services rendered under this warranty.

The Supplier shall respond within 72 hours, of notification by the City, on when, where and how a warranty issue will be resolved. In the event there is no response within 72 hours, or if the response is not acceptable to the City; the City will

provide or arrange for repairs. The Supplier shall be responsible for reimbursing the nearest manufacturer's authorized dealer for services rendered under this warranty.

The Supplier shall have the option to authorize the City to perform minor warranty replacement and repairs and then reimburse the City for its labor and parts utilized to enact the repair. The reimbursement for labor will be the same rate as that of the actual work performed. Standard warranty information is to be supplied with the bid.

Loaner car or courtesy shuttle will be provided for any repairs or services for the duration of the Warranty period.

9. DELIVERY REQUIREMENTS

The Supplier shall deliver all vehicles to the City of Anacortes Operations Shop, 2201 37th St, Anacortes, WA 98221, fully assembled and operational with all items such as mounting brackets, temporary mud flaps, fluids such as oil and fuel, batteries, etc. installed upon delivery. No crated or non-operational equipment requiring assembly or adjustments of any kind shall be accepted. Supplier will be required to operate the equipment and demonstrate all features and operational modes to the City personnel.

Unless otherwise agreed to in writing; Supplier shall bear the cost of all transportation associated with warranty repairs. If Suppliers location is outside of Skagit County, Supplier shall supply the name of the local factory authorized repair facility. The factory authorized warranty repair facility shall be contacted for verification prior to awarding the bid. This information shall be part of the bid evaluation process. Failure to comply will affect the award of bid

10. BID SCHEDULE

Note: Bid prices for all items, all extensions and total amount of Bid must be shown below.

Line	Qty	Unit	Description	Unit Price	Ext. Price
1	1	EA	New/Unused 2022 Chevy Silverado 2500 Service Body Truck, as specified in the Invitation to Bid #22-046-ERR-001	45,170.00	\$45,170.00
				Subtotal:	\$45,170.00
				Sales Tax at _____ % tax rate:	9697.69
				Total Bid:	\$49,867.88

Estimated Delivery Date of All Vehicles: 30 days or less

11. ADDENDUMS

Bidder acknowledges review of all Addenda through No. ALL

NOTE: Failure to acknowledge any issued Addenda may render proposal non-responsive and therefore void. It is the sole responsibility of the Bidder to learn of Addendum, if any. Such information may be obtained from the City of Anacortes website: <https://www.anacorteswa.gov/Bids.aspx>.

12. BIDDER INFORMATION

This Bid is submitted on and by:

Company Name: Jet Chevrolet

Signature: R. W. Lynch

Name (Print): R. W. Lynch

Title: Fleet / Commercial Sales Manager

Email: dickl@jetchevrolet.com

Date: 1-20-2022

Address of Bidder: 35700 Enchanted Parkway South

Telephone No.: 253-838-7600 Federal Way, WA 98003

NON-COLLUSION DECLARATION

By signing the signature page of this proposal, I declare, under penalty of perjury under the laws of the United States, that the following statement is true and correct:

1. That my firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

END OF SECTION

1. USE AND COMPLETION OF CITY'S PROPOSAL SHEETS

A. Bidder's Proposal

Each Bidder must bid exactly as specified on the Invitation to Bid (hereinafter referred to as bid) sheets. All bids must remain open for acceptance by the City for a period of at least 180 calendar days from the date of opening of the bids.

B. Alterations of Proposals Not Allowed

Proposals that are incomplete or conditioned in any way, containing alternatives or items not called for in the General Provisions and Specifications, or not in conformity with law may be rejected as non-responsive. The City cannot legally accept any proposal containing a substantial deviation from these Specifications.

C. Filling Out City Bid Forms

All proposals must be made upon the BID PROPOSAL in the Invitation to Bid and the prices must be stated in figures either written in ink or typewritten. No proposal having erasures or interlineations will be accepted unless initialed by the Bidder in ink.

2. CLARIFICATION OF PROPOSAL FOR BIDDER

If a prospective Bidder has any questions concerning any part of the Bid/Proposal, he/she may submit a written request to the City for answer to his/her questions. Any interpretation of the Bid will be made by an Addendum duly issued and mailed or delivered to each prospective Bidder. Such addendum must be acknowledged by signing the addendum section of the bid. Such acknowledgement must be received by the City prior to the bid opening. The City will not be responsible for any other explanation or interpretation of the bid documents.

3. BID SECURITY - Not Required.

4. DELIVERY OF PROPOSALS TO THE CITY

All bids must be delivered in the manner specified herein. Bids submitted by Bid closing date and time for public reading must include:



Bid Proposal Form - completed signed by an authorized representative

Sealed Bid proposals must be delivered to:

City Clerk
904 6th Street
PO Box 547
Anacortes, WA, 98221-0547

Proposals must be in a sealed, properly addressed envelope with the name of the Bidder and project/bid number and description of the project plainly written on the outside of the envelope, prior to the scheduled time and date stated in the Invitation to Bid. City offices are not open for special mail or other delivery on weekends and City holidays. The City shall assume no responsibility for delay in U.S. mail service or for bids delivered to City offices other than the specified City Office. Bids received after the time stated in the bid will not be accepted and will be returned, unopened, to the Bidder. There will be no exceptions or waivers of this requirement.

5. WITHDRAWAL OF BID

A. Prior to Bid Opening

Any Bidder may withdraw his/her bid prior to the scheduled bid opening time by delivering a written notice to the City Clerk. The notice may be submitted in person or by mail; however, it must be received by the City Clerk's Office prior to the time for bid opening.

B. After Bid Opening

No bidder will be permitted to withdraw his/her bid after the time of bid opening, as set forth in the Invitation to Bid, and before the actual award of the Contract, unless the award of Contract is delayed more than one hundred eighty (180) calendar days after the date set for bid opening. If a delay of more than 180 calendar days does occur, then the Bidder must submit written notice withdrawing his/her bid to the City Clerk.

6. OPENING OF BIDS

Shortly after the deadline specified for submitting bids, the City shall open all accepted bids, read aloud and record only the name of each Bidder and the Total Bid Price, irrespective of any irregularities or informalities in

such Proposal. The public opening of bids will take place live through Zoom on January 21, 2021, shortly after the bid closing time of 1:30pm Pacific Time (US and Canada).

To Join Zoom Meeting: <https://us02web.zoom.us/j/89665425498>

Meeting ID: 896 6542 5498

One tap mobile

+12532158782,,89665425498# US (Tacoma)

+13462487799,,89665425498# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 436 2866 US (New York)

Meeting ID: 896 6542 5498

Find your local number: <https://us02web.zoom.us/j/kml2FlbA1>

7. WAIVER OR REJECTION

The City may waive any informality, irregularity, or minor defect or reject any and all bids at any time.

8. EVALUATION OF BID

A. Insertions of Material Conflicting with Specifications

Only material inserted, as outlined in Article 7 of the Bid Proposal, by the Bidder to meet requirements of the Specifications will be considered. Any other material inserted by the Bidder will be disregarded as being non-responsive and may be grounds for rejection of the Bidder's bid.

B. Correction of Ambiguities and Obvious Errors

The City reserves the right to correct obvious ambiguities and errors in the Bidder's bid and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

9. NON-RESPONSIVE BIDS

Supplier understands and acknowledges any bid with an estimated delivery time outside of 30 days of contract execution shall be deemed non-responsive. Supplier understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that its Bid may be rejected as non-responsive. Furthermore, if City accepts Supplier's Bid and awards a contract to Supplier based on such Bid, City shall not be bound to any exceptions, changes or additions made by Supplier, and any terms and conditions added by Supplier which are not expressly agreed to by City in writing will be void and of no force and effect and the parties will be governed according to the fully executed Contract.

10. TAXES

Sales tax shall be separately stated as provided on the PROPOSAL FORM then added to the Subtotal Bid. The Supplier must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Supplier's gross or net income, or personal property to which the City does not hold title. The City is exempt from Federal Excise Tax. Where applicable the City shall furnish a Federal Excise Tax Exemption certificate.

11. QUANTITY REQUIREMENTS

The quantities listed are the city's current requirements. The City will neither be obligated by nor restricted to these quantities and may increase or decrease any item(s) ordered under this contract and pay according to the unit prices quoted in the Bid.

12. COOPERATIVE PURCHASING

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing.

13. AWARD

The City reserves the right to award a contract for any or all items to one or more Bidders, to reject any and all Bids or any item(s) within the Bids, to waive any informality in the Bids, and to call for new Bids as best meets the needs of the City.

14. IRREVOCABLE OFFER

Supplier understands and acknowledges that its signature on this Bid Proposal constitutes an irrevocable offer to provide the Goods and/or Services. There is no contract unless and until City's Mayor/Mayor Pro Tem executes the Contract accepting Supplier's Bid. No City officer, employee or agent except the Mayor (or Mayor Pro Tem) has the authority to award contracts or legally obligate the City to any contract. Supplier shall not provide any Goods and/or Services to City pursuant to the Contract before the Contract is executed by City. If Supplier provides any Goods and/or Services to City pursuant to the Contract before the Contract is executed by City, such Goods and/or Services are provided at Supplier's risk and City shall have no obligation to pay for any such Goods and/or Services.

15. CONTRACT

The sample form of Contract is included in the Invitation to Bid, which form shall be used and required of the bidder to be executed for the Contract. The party to whom the Contract is awarded will be required to execute the Contract within 10 calendar days from the date when the bidder receives the contract documents. In case of failure of the bidder to execute the Contract, the City may at its option consider the bidder in default.

END OF SECTION



City Council Agenda Bill

Meeting Date: February 7, 2022 **Agenda Item:** 5.d.

Agenda Item Title: Contract Award: 2022 Chevy MD 5500 Truck with Service Body
#22-047-ERR-001

Staff Contact(s): FRED BUCKENMEYER, WIL LUDEMANN

Approved for Submittal to Council by **Action Type**
TIFFANY MATSON Contract Award

Item Summary: City staff seeks City Council consent to issue a contract in the amount of \$113,217.15 to Blade Chevrolet for the purchase of a One New 2022 Chevy MD 5500 Truck with Service Body.

Background:

1. History: This 2022 5500MD service truck will replace a 2002 service truck that has met its 20 year lifecycle. This new truck will be a great reliable replacement for a heavily relied on service truck for the Water Distribution department. The old truck will either be sold to back fund the department's replacement fund or reutilized to displace an older piece of equipment in the fleet.
2. Competitive Bidding: On January 14, 2022 the City [solicited bids](#) for the subject project and on January 21, 2022 a bid opening was conducted and 1 bid was received. Blade Chevrolet was determined to be the lowest responsible bidder.

Budget Impact:

Vendor	Blade Chevrolet
Contract Amount	\$113,217.15
BARS #s	501.790.594.48.60
Budget Amendment Required?	No

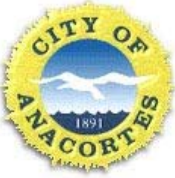
Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 22-047-ERR-001 with Blade Chevrolet in the amount of \$113,217.15 for the purchase of a One New 2022 Chevy MD 5500 Truck with Service Body.

Alternative Actions: Not approve the contract.

Attachments (listed in order presented):

1. 22-047-ERR-001



CONTRACT 22-047-ERR-001
Between
THE CITY OF ANACORTES
AND
BLADE CHEVROLET

One New 2022 Chevy MD 5500 Truck with Service Body

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Blade Chevrolet, a private company at 1100 Freeway Dr, Mount Vernon, WA 98273 (herein after referred to as "Supplier").

1. **Scope of Work.** The Supplier shall furnish and deliver goods in accordance with and as described in the City of Anacortes document entitled "Invitation to Bid One New 2022 Chevy MD 5500 Truck with Service Body #22-047-ERR-001" issued January 14, 2022, as well as Exhibit A "Supplier's Bid Proposal", both of which are hereby incorporated by reference and made a part hereof. Seller agrees that if the City requires the purchase of additional New 2022 Chevy MD 5500 Truck with Service Body during the contract term that such purchase(s) shall be in accordance with the specifications, terms, and prices indicated therein, if all parties are willing at the time of purchase and so agree in writing through a contract modification as specified in Contract Article 22. Changes/Additional Work.

2. **COVID-19 Safety Requirements Compliance.** The Supplier, and its sub-Suppliers of any tier, agree to comply with all current and future COVID-19 proclamations, regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State as it may relate to City of Anacortes projects.

3. **Price and Payment Terms.** The Total Contract Price is a firm fixed price of **One Hundred Thirteen Thousand Two Hundred Seventeen Dollars and Fifteen Cents (\$113,217.15)**. The Supplier's bid schedule is incorporated by reference and attached hereto as Exhibit A.

4. **Contract Term.** The contract term is from full execution through December 31, 2022.

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

6. **Warranty.** Supplier shall assure that the Goods and/or Services purchased hereunder are covered by all available and applicable manufacturers' warranties for such Goods and/or Services. Supplier expressly agrees that it will be responsible for performing all warranty obligations set forth in the Invitation to Bid. Supplier also warrants that the Goods and/or Services will conform to the Specifications, and further warrants that the Goods and/or Services shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of Acceptance or installation by City, whichever is later, or as specified in the Specifications, whichever is later. In no event shall Supplier be allowed to disclaim or otherwise limit the express warranties set forth herein. In addition, the Supplier shall obtain and submit to the City any necessary documentation to secure any extended manufacturer's warranty and warranty terms. This guarantee is supplemental to and does not limit or affect the requirements that the Supplier's work comply with the requirements of the Contract or any other legal rights or remedies of the City.

7. **Warranty Remedies.** City shall notify Supplier if any of the Goods and/or Services fails to meet the warranties set forth above, and Supplier shall promptly correct, repair or replace such Goods and/or Services at Supplier's sole expense. Notwithstanding the foregoing, if such Goods and/or Services shall be determined by City to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by City, then City at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Supplier. Supplier shall pay all expenses related to the return of such Goods to Supplier.

8. **Supplier Bears Risk.** The risk of loss or damage shall be borne by Supplier at all times until the Acceptance of the Goods or Services by City

9. **Taxes.** The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Supplier must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Supplier's gross or net income, or personal property to which the City does not hold title. The

City is exempt from Federal Excise Tax. Where applicable the City shall furnish a Federal Excise Tax Exemption certificate.

10. **Invoicing.** All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Contract Title, and Contract Number. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. Suppliers may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution.

The City shall notify the Supplier within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Supplier shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

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

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

13. **Defense and Indemnity.** The Supplier shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of the Contract, except for injuries and damages caused by the sole negligence of the City.

14. **Insurance Requirements**

A. **Insurance Term:** The Supplier shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the Public Entity.

B. **No Limitation:** The Supplier's maintenance of insurance as required by the Contract shall not be construed to limit the liability of the Supplier to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

C. **Minimum Scope of Insurance:** The Supplier shall obtain insurance of the type and coverage described below:

Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. **The City of Anacortes and its officers, elected officials, employees, agents, and volunteers shall be named as an additional insured** under the Supplier's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 04 13 or a substitute endorsement providing at least as broad coverage.

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

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products liability aggregate limit.

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

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

G. Verification of Coverage: The Supplier shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Supplier before goods, materials or supplies will be accepted by the Public Entity.

H. Notice of Cancellation: The Supplier shall provide the Public Entity with written notice of any policy cancellation, within One business days of their receipt of such notice.

I. Failure to Maintain Insurance: Failure on the part of the Supplier to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days notice to the Supplier 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 Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Supplier from the Public Entity.

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

15. Inspection.

A. **Of the Work:** All materials furnished and work done shall be subject to inspection. The City Project Manager administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Supplier shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Supplier of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of the Contract. All material or work approved and later found to be defective shall be replaced without cost to the City.

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

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

17. **Assignment/Subcontract.** Supplier shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of City. No such written approval shall relieve the Supplier of any obligations of this Contract, and any transferee or subSupplier shall be considered the agent of the Supplier. Supplier shall remain liable as between the original parties to this Contract as if no such assignment had occurred.

18. **Supplier is an Independent Supplier.** The parties intend that an independent Supplier relationship will be created by this Contract. No agent, employee or representative of the Supplier shall be deemed to be an agent, employee or representative of the City for any purpose. Supplier shall be solely responsible for all acts of its agents, employees, representatives and Sub-Suppliers during the performance of this Contract.

19. **Ownership and Use of Documents.** All finished and unfinished documents and material prepared by the Supplier with funds paid by the City pursuant to the terms of this Contract shall become the property of the City and shall be forwarded to the City upon its request. Documents and materials shall include but not be limited to plans, specifications, reports, electronic and non-electronic data, and other design documents prepared by the Supplier. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Supplier harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the documents and materials by the City or any person or entity that

obtains the documents and materials from or through the City. Pursuant to RCW 42.56.70, all information and documents produced under this Contract may be subject to public disclosure.

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

21. **The City's Right to Terminate Contract.**

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

B. **Termination for Public Convenience:** The City may terminate the Contract in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Contract is terminated in accordance with this paragraph, the Supplier shall be entitled to payment for actual work performed at unit Contract prices for completed items of work through the date of termination. An equitable adjustment in the Contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Contract by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Contract by the City.

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

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

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

25. **Disputes**

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

B. **Notice of Potential Claims:** The Supplier shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Supplier has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City.

The written Notice of Potential Claim shall set forth the reasons for which the Supplier believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Supplier shall keep full and complete daily records of the Work performed, labor and all costs and additional time claimed to be additional.

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

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

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

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

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

28. **Compliance with Laws.** The Supplier in the performance of this Contract shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Contract to assure quality of services.

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

CITY:

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

CONTRACTOR:

Blade Chevrolet
Zane Morrison
1100 Freeway Dr
Mount Vernon, WA 98273

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

31. **Survival of Contract Termination.** The provisions of the following paragraphs and the liability of the Supplier for default during the term of the Contract shall survive, notwithstanding the termination or invalidity of this Contract for any reason: Taxes; Warranty; The City's Right to Terminate Contract; Governing Law; Disputes; Defense & Indemnity.

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

CITY OF ANACORTES

BLADE CHEVROLET

By _____
Matt Miller, Mayor

By _____

Date _____

Title _____

Date _____

APPENDIX A

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

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

BLADE CHEVROLET
1100 Freeway Drive
Mount Vernon, WA 98273

CITY OF ANACORTES
Received this 21ST day
of JANUARY, 20 22
at 1:23 AM (PM)
[Signature]
City Clerk

City of Anacortes
22-047-ERR-001

TO: City of Anacortes
(City or Owner):

FROM: Bidder:

PROJECT: 22-047-ERR-001

1. GENERAL

The undersigned Bidder, having reviewed the Invitation to Bid (ITB) for the One New 2022 Chevy MD 5500 Truck with Service Body purchase hereby proposes and agrees, if this bid is accepted, to enter into an agreement with Owner to provide the goods as specified and within the contract time indicated in this bid for an amount computed upon the basis of the goods to be provided at the following prices.

2. LIMITATION OF DAMAGES

The Bidder:

- a) agrees not to bring any Claim against the City or any of its employees, advisers, or representatives for damages in excess of an amount equivalent to the reasonable costs incurred by the Bidder in preparing its Bid for any matter in respect of this ITB, including:
 - I. if the City accepts a non-compliant Bid or otherwise breaches (including breach of material terms) the terms of this ITB; or
 - II. if the Project is modified, suspended, or cancelled for any reason (including modification of the scope of the Project or modification of this ITB or both) or the City exercises any rights under this ITB; and
- b) waives any and all Claims against the City or any of its employees, advisers, or representatives for loss of anticipated profits or loss of opportunity if no agreement is made between the City and the Bidder for any reason, including:
 - I. if the City accepts a non-compliant Bid or otherwise breaches (including breach of material terms) the terms of this ITB; or
 - II. if the Project is modified, suspended, or cancelled for any reason (including modification of the scope of the Project or modification of this ITB or both) or the City exercises any rights under this ITB.

3. **BIDDER'S REPRESENTATIVE:** The Bidder's representative identified below is an officer of the company and is fully authorized to represent the Bidder in any and all matters related to its Bid.

4. **IRREVOCABLE OFFER PERIOD:** The undersigned Bidder understands and acknowledge that the offer submitted as your Bid is firm and irrevocable for one (1) New 2022 Chevy MD 5500 Truck with Service Body from the City's close of business on the Bid Submission Date until 180 days after the Bid Opening Date. Seller agrees that if the City requires the purchase of additional New 2022 Chevy MD 5500 Trucks with Service Body during the contract term that such purchase(s) shall be in accordance with the specifications, terms, and prices indicated therein, if all parties are willing at the time of purchase and so agree in writing through a contract modification as specified in Contract Article 22. Changes/Additional Work.

5. SCHEDULE:

The City requires that the successful vendor order components immediately upon contract issuance and that the vendor will diligently pursue acquisition of required components as bid. The City requires delivery within 180 days of contract execution. If, after a delivery date has been agreed to by both parties, a component is delayed for reasons beyond the vendors control, a brief description of the delay shall be provided to the City within 2-working days of their notification. The City will have to right to investigate and may purchase the component through a separate vendor, if available, without penalty.

8. CLASS V RECEIVER (NO INSERT)
- 18000# MAX CAPACITY, 1800# MAX TONGUE WEIGHT

9. 7-PIN FLAT TRAILER PLUG

The Supplier shall warrant each vehicle and related parts to be of good material and workmanship and to promptly replace any part or parts which by reason of defective materials or workmanship shall fail under normal use, free of negligence or accident, for a minimum of one (1) year from the date of delivery, unless otherwise stated. In addition, if such failures take place outside the dealer's service area, which shall be defined as Skagit County limits, the Supplier will be responsible for reimbursing the nearest manufacturer's authorized dealer for services rendered under this warranty.

The Supplier shall respond within 72 hours, of notification by the City, on when, where and how a warranty issue will be resolved. In the event there is no response within 72 hours, or if the response is not acceptable to the City; the City will provide or arrange for repairs. The Supplier shall be responsible for reimbursing the nearest manufacturer's authorized dealer for services rendered under this warranty.

The Supplier shall have the option to authorize the City to perform minor warranty replacement and repairs and then reimburse the City for its labor and parts utilized to enact the repair. The reimbursement for labor will be the same rate as that of the actual work performed. Standard warranty information is to be supplied with the bid.

Loaner car or courtesy shuttle will be provided for any repairs or services for the duration of the Warranty period.

9. DELIVERY REQUIREMENTS

The Supplier shall deliver all vehicles to the City of Anacortes Operations Shop, 2201 37th St, Anacortes, WA 98221, fully assembled and operational with all items such as mounting brackets, temporary mud flaps, fluids such as oil and fuel, batteries, etc. installed upon delivery. No crated or non-operational equipment requiring assembly or adjustments of any kind shall be accepted. Supplier will be required to operate the equipment and demonstrate all features and operational modes to the City personnel.

Unless otherwise agreed to in writing; Supplier shall bear the cost of all transportation associated with warranty repairs. If Suppliers location is outside of Skagit County, Supplier shall supply the name of the local factory authorized repair facility. The factory authorized warranty repair facility shall be contacted for verification prior to awarding the bid. This information shall be part of the bid evaluation process. Failure to comply will affect the award of bid

10. BID SCHEDULE

Note: Bid prices for all items, all extensions and total amount of Bid must be shown below.

Line	Qty	Unit	Description	Unit Price	Ext. Price
1	1	EA	New/Unused 2022 Chevy MD 5500 Truck with Service Body, as specified in the Invitation to Bid #22-047-ERR-001	103,979	103,979
Subtotal:					103,979
Sales Tax at 8.8 % tax rate:					9,238.15
Total Bid:					113,217.15

* Per Spec sheet
MH514609

Estimated Delivery Date of All Vehicles: 150 Days to 180 Days

11. ADDENDUMS

Bidder acknowledges review of all Addenda through No. _____

NOTE: Failure to acknowledge any issued Addenda may render proposal non-responsive and therefore void. It is the sole responsibility of the Bidder to learn of Addendum, if any. Such information may be obtained from the City of Anacortes website: <https://www.anacorteswa.gov/Bids.aspx>.

12. BIDDER INFORMATION

This Bid is submitted on and by:

Company Name:

Blade Chevrolet

Signature:

Zane Morrison

Name (Print):

Zane Morrison

Title:

Fleet manager

Email:

Zane@bladechevy.com

Date:

1/21/22

Address of Bidder:

1100 Freeway Dr, Mt Vernon WA 98273

Telephone No.:

360-707-7944

NON-COLLUSION DECLARATION

By signing the signature page of this proposal, I declare, under penalty of perjury under the laws of the United States, that the following statement is true and correct:

1. That my firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

END OF SECTION

BLADE CHEVROLET & RVS

LIFETIME Limited Powertrain Warranty

Exclusively for City Of Anacortes
January 21, 2022

By: Zane Morrison

VEHICLE INFORMATION	
Stock# MD5500	VIN # 1HTKJPVK8MH814609
2021 Chevrolet Silverado MD Cab-Chassis	
Style: 5500 4WD Reg Cab	
Color: White	Mileage: 234

DEAL INFORMATION	
MSRP	<u>\$61,911.00</u>
Sale Price	<u>\$104,979.00</u>
- Factory Cash	<u>\$1,000.00</u>
+ Tax	<u>\$9,238.15</u>
Dealer Handling	<u>\$0.00</u>
+ Lic	<u>\$100.00</u>
Total	<u>\$113,317.15</u>

3 PAYMENT CHOICES

Choose one that best fits your budget

	TERM	\$ DOWN	APR	MONTHLY PAYMENTS
☐ Option 1				
☐ Option 2	1 payments	\$0.00 + \$1,000 (factory)	0.00%	\$113,317.15 payment
☐ Option 3	1 payments	\$500 + \$1,000 (factory)	0.00%	\$112,817.15 payment

All Payments W.A.C.

Save money with more down payment!
Lower BALANCE equals a lower monthly investment,
Less finance charges and a shorter trade cycle

Customer Acceptance : _____

Dealer Signature : _____



Blade Chevrolet Fleet Dept



1100 Freeway Drive
Mount Vernon, WA 98273

Phone: 360-424-3231
Fax: 360-424-9311

Direct: 360-707-7944
Cell: 206-919-9191

Email: zane@bladechevy.com
Website: www.BLADEFLEET.com

Bill To: Wil Ludemann
Company: City Of Anacortes
Address: 2201 A 37th Street
Anacortes WA 98221

Phone: (360)293-1921
Fax:
Email: ludemannw@cityofanacortes.org

Invoice #:
Invoice Date: 1/21/2022

Invoice For: 1HTKJPVK8MH814609

Item #	Description	Qty	MSRP	Discount	Price
MD5500	2021 Chevrolet Silverado MD Cab-Chassis 5500 4WD		\$ 61,911.00	\$ 6,932.00	\$ 54,979.00
	GM Fleet Discount		\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
	BLADE FLEET PRICE		\$ 61,911.00	\$ 6,932.00	\$ 54,979.00
			\$ -	\$ -	\$ 0.00
			\$ -	\$ -	\$ 0.00
			\$ -	\$ -	\$ 0.00
	Service Body		\$ -	\$ -	\$ 50,000.00
			\$ -	\$ -	\$ 0.00
			\$ -	\$ -	\$ 0.00
			\$ -	\$ -	\$ 0.00
			\$ -	\$ -	\$ 0.00
			\$ -	\$ -	\$ 0.00
			\$ -	\$ -	\$ 0.00
	Total MSRP / Discount / Sub-Total		61,911.00		\$ 104,979.00
					\$ 0.00
	GM Rebate				\$ 0.00
					\$ 0.00
	Business Choice				\$ 1,000.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
	Total MSRP / Discount / Sub-Total		61,911.00	7,932.00	\$ 103,979.00
	Trade #1: TBD				\$ 0.00
	Trade #2: TBD				\$ 0.00
	Pay Off on Trades				\$ 0.00
Special	Finance Options*:	Term	Rate	Payment	
No	Finance Balance \$				
No	Finance Balance \$	113,317.15	1	0.00 %	\$113,317.15
			Final Rate Subject to Bank Approval		

*Special Rates In lieu of GM Rebate / 6.07% Average Commercial Finance Rate O.A.C.



Make all checks payable to Blade Chevrolet.

Invoice Subtotal	\$ 103,979.00
Tax Rate	8.80 %
Sales Tax	\$ 9,238.15
Lic Est	100.00
Doc Fee	-
Deposit Received	-
TOTAL	\$113,317.15

2021 SILVERADO MEDIUM DUTY 4WD REG	GENERAL MOTORS LLC	
GAZ SUMMIT WHITE /V8D		
H2Q DARK ASH/JET BLACK ACCENTS	RENAISSANCE CENTER	
ORDER NO. ZPHDBM/TRE STOCK NO.	DETROIT	MI 48243-1114
VIN 1HT KJPV K8 MH814609	VEHICLE INVOICE 10D24941907	
*****13*19650S		
MODEL & FACTORY OPTIONS	MSRP	INV AMT RETAIL - STOCK
CK56403 SILVERADO MEDIUM DUTY 4WD 52526.64	49560.00	INVOICE 01/19/22
CAB		SHIPPED 01/18/22
AQQ REMOTE KEYLESS ENTRY	175.00	159.25 EXP I/T 01/21/22
A31 WINDOWS, POWER	290.00	263.90 INT COM 01/21/22
BTN BATTERY JUMP START STUD	50.00	45.50 PRC EFF 01/18/22
DGP 102" POWER MIRRORS	485.00	441.35 KEYS XXXXX XXXXX
ED9 WHEELBASE, 165", 84" CA	N/C	N/C WFP-S QTR OPT-1
ENP FRONT FENDER EXTENSION,	105.00	95.55 BANK: US BANK CLS
PAINTED BODY COLOR		CHG-TO 19-650
F0D AXLE TO END OF FRAME, 63"	100.00	91.00
F59 FRONT STABILIZER BAR	175.00	159.25 SHIP WT: 8750
GR4 REAR SUSPENSION, 13,500 LBS.	25.00	22.75 HP: 52.7
GZG SILVERADO 5500HD MEDIUM DUTY	2255.00	2052.05 GVWR: 19500
GVWR, 19,500 LBS.		GAWR.FT: 7500
G68 SHOCK ABSORBERS, REAR	65.00	59.15 GAWR.RR: 13500
HD2 REAR AXLE, 13,500 LB.	355.00	323.05 NTR: 2.5
IOB CHEVROLET INFOTAINMENT SYSTEM	275.00	250.25 DAN: BRIX
7" DIAGONAL COLOR TOUCHSCREEN		
SELECT BLUETOOTH STREAMING,		
AM/FM STEREO		
JL1 TRAILER BRAKE CONTROLLER	275.00	250.25
L5D ENGINE DURAMAX 6.6L DIESEL	N/C	N/C
TURBO V8, B20-DIESEL COMPATIBLE		
MJ0 TRANSMISSION, 6-SPEED AUTOMATIC	550.00	500.50
HIGHWAY SERVICE		
N4C 50-STATE EMISSIONS	N/C	N/C
R6I 30,000 LBS. GCWR	N/C	N/C
T3U FRONT FOG LAMPS	140.00	127.40
UGE LAMPS, REAR, LED STOP/TURN &	240.00	218.40
LICENSE PLATE		
UVC REAR VISION CAMERA	200.00	182.00
UY7 TRAILERING WIRING PROVISIONS	30.00	27.30
VYU SNOW PLOW PREP PACKAGE	340.00	309.40
V23 GRILLE GUARD SCREEN, STONE	90.00	81.90
XMF TIRES, FRONT TRACTION,	300.00	273.00
BLACKWALL		
YMF TIRES, REAR TRACTION,	595.00	541.45
BLACKWALL		
ZMF TIRE, SPARE, TRACTION	425.00	386.75
092 REAR AXLE, 4.30 RATIO	N/C	N/C
5H1 2 SPARE KEYS	45.00	40.95
7Y8 BATTERIES, HEAVY-DUTY DUAL	85.00	77.35
1300 COLD CRANKING AMPS		
8E4 ADDITIONAL FUEL, 5 GALLONS	20.00	18.20

** CONTINUED ON PAGE 2 **

POWER CHEVROLET		
2021 SILVERADO MEDIUM DUTY 4WD REG	GENERAL MOTORS LLC	
GAZ SUMMIT WHITE /V8D		
H2Q DARK ASH/JET BLACK ACCENTS	RENAISSANCE CENTER	
ORDER NO. ZPHDBM/TRE STOCK NO.	DETROIT	MI 48243-1114

VIN 1HT KJPV K8 MH814609

VEHICLE INVOICE 10D24941907

*****13*19650S

MODEL & FACTORY OPTIONS

MSRP INV AMT RETAIL - STOCK

** CONTINUED FROM PAGE 1 **

TOTAL MODEL & OPTIONS	60216.64	56557.90	ACT 237	56473.84
DESTINATION CHARGE	1695.00	1695.00	H/B 261	1805.70
TIRE WEIGHT TAX		26.64		

TOTAL	61911.64	58279.54	PAY 310	58279.54
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MEMO: TOTAL LESS HOLDBACK AND

APPROX WHOLESALE FINANCE CREDIT 55476.34

INVOICE DOES NOT REFLECT DEALER'S ULTIMATE COST BECAUSE OF MANUFACTURER
REBATES, ALLOWANCES, INCENTIVES, HOLDBACK, FINANCE CREDIT AND RETURN TO
DEALER OF ADVERTISING MONIES, ALL OF WHICH MAY APPLY TO VEHICLE.

POWER CHEVROLET



Vehicle Locator

Detail Report for Customer

BLADE CHEVROLET, INC.

1100 FREEWAY DR, MOUNT VERNON, WA, 98273

360-424-3231

Customer/Company:

Sales Consultant:

Zane Morrison

Address:

Vehicle #1: 2021 Chevrolet Silverado Medium Duty	VIN/Order #	MSRP	Stock #
	1HTKJPVK8MH814609	\$61,911.64	N/A
Additional Vehicle Information			
GM Marketing Information			

Body Style: CK56403-4WD HD Chassis Regular Cab

PEG: 1WT-1WT

Primary Color: GAZ-Summit White

Trim: H2Q-Vinyl, Jet Black / Dark Ash, Interior Trim

Engine: L5D-Engine, Duramax 6.6L Turbo-Diesel V8

Transmission: MJ0-HS A1750HS, PTX (No PTO), GVWR 19.5K Max, GCWR 30K

Options: 092-Rear Axle, 4.30 Ratio

1WT-1WT

5H1-Single Key System, 2 Spare Keys (SEO)

719-Seat Belt, Black

7Y8-Batteries, Heavy-Duty Dual 1300 CCA

8E4-Additional Fuel, 5 Gallons

8E8-Bumper, Front, Black

9L7-Accessory Electrical Switches

A31-Power Windows

AE7-Seats: 40/20/40/ Split Front Bench

AKP-Glass, Solar Absorbing, Tinted

AQQ-Keyless Remote Entry

AU3-Door Locks, Power

AY0-Airbags-frontal, front seat and head-curtain

BG9-Floor Covering: Rubberized Vinyl, Black

BTN-Top Post Threaded, Battery Jump Start Stud

C67-Air Conditioning, Manual

C99-Air Bag Deactivation Switch, Front, Passenger-side

DGP-Mirrors: Outside, Black, Htd, Man Fold/Pwr Adj 102" WdL

E01-Assist Steps, Black

ED9-Wheelbase 165 Inch 84" CA

F0D-Axle to End of Frame, 63"

F59-Front Stabilizer Bar

FNP-Front Fender Extension, Painted Body Color

FTB-Front Axle, 7500 lbs.

FTN-Axle Lubricant, Front, Synthetic

FTO-Axle Lubricant, Rear, Synthetic

FTV-Front Suspension, 7500 lbs.

G68-Shock Absorbers, Rear

GAZ-Summit White

GR4-Rear Suspension, 13,500 lbs, Multi-Leaf

GZG-GVW Rating, 19,500 Lbs

H2Q-Vinyl, Jet Black / Dark Ash, Interior Trim

HD2-Rear Axle, 13,500 lb

IOB-Radio, 7" Color Screen, Bluetooth, w/ USB Port

JL1-Integrated Trailer Brake Controller

K34-Cruise Control-Automatic, Electronic

K40-Engine Brake-Exhaust

KBK-Transmission Shift Control Calibration, Performance

KW5-Alternator, 220 AMP

L5D-Engine, Duramax 6.6L Turbo-Diesel V8

MJ0-HS A1750HS, PTX (No PTO), GVWR 19.5K Max, GCWR 30K

N12-Exhaust System, Rear Exit

N2L-Fuel Tank, Rear, 40 Gallon (Front Tank Delete)

N4C-Emission, 50 State

P0D-Grille Guard Screen, Insect Protection

PTX-Engine Control-Power Take-Off (PTO), Controls, Delete

PWQ-Wheels, 19.5" x 6.75", Steel, Black Painted

PWY-Wheel, 19.5" x 6.75", Spare, Steel, Black

R61-30,000 lbs. (13,607 kg) GCWR

R7N-5500 HD Series

T3U-Fog Lamps, Front

TRW-Provision, for Cab Roof Mounted Lamp / Beacon

U04-Horn, Single Note

U2J-SiriusXM Satellite Radio, Delete

UDC-Driver Information Center, 3.5" Display

UE0-OnStar Delete

UGE-Lamps, Rear, LED

UNL-Auxillary Wiring

UQ3-Speaker System, 6

UVC-Rear View Camera System

UY7-Trailer Provisions

V23-Grille Guard Screen, Stone Protection

V33-Tool Kit, Rim Wrench and Handle Only

VK3-License Plate Front Mounting Hardware

VWX-Grille, Base

VYU-Snow Plow Prep Package

XMJ-Tires, Front 225/70R19.5G Traction, Goodyear

YK6-SEO Processing Option

YMF-Tires, Rear 225/70R19.5G Traction, Goodyear,

G622 RSD

ZMF-Tire, Spare 225/70R19.5G Traction, Goodyear

ZY1-Paint, Solid

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

PMI Truck Bodies, Inc. (WA)
 2219 112th Street E.
 Tacoma, WA 98445-3731
 253-539-3339 / 253-539-3335 fax

QUOTE

DATE	WORK ORDER #
11/24/2021	22294

NAME / ADDRESS
Blade Chevrolet Accounts Payable 1100 Freeway Dr. Mt Vernon, WA 98273

Ship To
Blade Chevrolet 1100 Freeway Dr. Mt Vernon, WA 98273

PO NUMBER	TERMS	REP	SHIP VIA
Zane M	Net 10	RAB	PMI

DESCRIPTION	QTY	COST	Total
TRUCK: 2022 C5500, 84" CAB TO AXLE, CREW CAB, DUAL REAR WHEEL, DIESEL END USER: CITY OF ANACORTES			
SBD-132-94-49-43-V (84 CA) SCELZI SIGNATURE SERIES SERVICE BODY PAINTED WHITE FOR DUAL REAR WHEEL DRIVE: - 132" LONG X 94" WIDE X 49" CARGO AREA X 43" HIGH - VERTICAL COMPARTMENT CONFIGURATION WITH CLOSED TOPS AND DIAMOND PLATE OVERLAY - THREE POINT LATCHING SYSTEM ON COMPARTMENT DOORS - GAS SHOCKS ON OPEN TOP COMPARTMENTS AND VERTICAL DOORS - SELF LEVELING DOUBLE PANEL TAILGATE - 6" STEP BUMPER POWDER COATED GRAY WITH INTEGRATED LED LIGHTING - INCLUDES (1) RESISTOR PER SIDE IF REQUIRED ** MAY REQUIRE REPROGRAMMING AT DEALERSHIP, PMI NOT RESPONSIBLE ** - INCLUDES INSTALLATION OF CUSTOMER SUPPLIED OEM BACKUP CAMERA IF PRESENT - EIGHT-POINT MOUNTING - THREE YEAR BULKHEAD TO BUMPER WARRANTY - INSTALLED ADDITIONAL FEATURES: - INCLUDES DUAL FUEL FILLER - 60" TALL COMPARTMENTS WITH 3 SHELVES, FRONT 34" COMPARTMENTS, BOTH SIDES - 24" WORK DECK WITHOUT ACCESS DOORS - MANUAL MASTER BAR LOCK SYSTEM, INCLUDES 60" COMPARTMENTS ** SHOP NOTE: ORDER WITH 3200LB CRANE REINFORCEMENT **	1	24,135.00	24,135.00
POLYUREA BEDLINER IN CARGO AREA, UP SIDES, BULKHEAD, BACK OF TAILGATE, WORK DECK AND BUMPER	1	2,146.00	2,146.00

DISCLAIMERS:

- SIGNED QUOTE NOT VALID WITHOUT COMPLETED TRUCK CHECK SHEET
- LEAD TIMES IN WRITING ARE APPROXIMATE AND SUBJECT TO PRODUCT AVAILABILITY
- REVISIONS AFTER APPROVAL DATE ARE SUBJECT TO \$500 CHANGE ORDER FEE
- PRICES SUBJECT TO CHANGE AT ANY TIME, AND NOT GUARANTEED UNTIL VEHICLE VIN IS CREATED
- NO RETURNS OR CANCELLATIONS ON CUSTOM ORDERS, NON CUSTOM ORDERS SUBJECT TO 35% RESTOCKING FEE
- CREDIT CARDS NOT ACCEPTED
- HAND WRITTEN NOTES NOT ACCEPTED

Subtotal

Sales Tax (0.0%)

Total

Signature: _____

Date: _____

PMI Truck Bodies, Inc. (WA)
 2219 112th Street E.
 Tacoma, WA 98445-3731
 253-539-3339 / 253-539-3335 fax

QUOTE

DATE	WORK ORDER #
11/24/2021	22294

NAME / ADDRESS
Blade Chevrolet Accounts Payable 1100 Freeway Dr. Mt Vernon, WA 98273

Ship To
Blade Chevrolet 1100 Freeway Dr. Mt Vernon, WA 98273

PO NUMBER	TERMS	REP	SHIP VIA
Zane M	Net 10	RAB	PMI

DESCRIPTION	QTY	COST	Total
STEEL CAB GUARD, BETWEEN 60" COMPARTMENTS - POWDER COATED BLACK - INSTALLED	1	647.00	647.00
VENTURO ET8KX CRANE (PN: EFAAAC-0000) - 3200# / 8000FT-LB MAX CAPACITY - POWER ROTATION, BOOM ELEVATION AND BOOM EXTENSION 6' TO 10' - MANUAL BOOM EXTENSION 10' TO 14' - WIRED CONTROLS - 65' X 1/4" CABLE - INSTALLED ON PASSENGER SIDE REAR 24" COMPARTMENT 3200LB SERVICE BODY CRANE REINFORCEMENT SINGLE MANUAL OUTRIGGER - 12,000 FT-LB MOMENT RATING - INSTALLED IN PASSENGER SIDE REAR 24" COMPARTMENT SPRING TO LEVEL VEHICLE - PASSENGER SIDE ONLY BOOM REST, POWDER COATED WHITE ** COMPARTMENT NOT GUARANTEED WATER TIGHT WITH CRANE **		16,673.00	16,673.00
C-TECH ROLLER DRAWER UNITS 250# TEST - FROM BOTTOM: 1@6", 1@5", 3@4" - INSTALLED: FRONT 34" COMPARTMENT, PASSENGER SIDE	1	1,955.00	1,955.00
CABLE STEP (12" WIDE X 1-3/8" DEEP) (PN: 5230912) INSTALLED ON REAR BUMPER, DRIVER SIDE - GRAB HANDLE INCLUDED	1	319.00	319.00
LED COMPARTMENT LIGHTING FOR 132 SERVICE BODIES - WIRED TO UPFITTER SWITCH (SWITCH NOT INCLUDED)	1	1,092.00	1,092.00

DISCLAIMERS:

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- REVISIONS AFTER APPROVAL DATE ARE SUBJECT TO \$500 CHANGE ORDER FEE
- PRICES SUBJECT TO CHANGE AT ANY TIME, AND NOT GUARANTEED UNTIL VEHICLE VIN IS CREATED
- NO RETURNS OR CANCELLATIONS ON CUSTOM ORDERS, NON CUSTOM ORDERS SUBJECT TO 35% RESTOCKING FEE
- CREDIT CARDS NOT ACCEPTED
- HAND WRITTEN NOTES NOT ACCEPTED

Subtotal

Sales Tax (0.0%)

Total

Signature: _____

Date: _____

PMI Truck Bodies, Inc. (WA)
 2219 112th Street E.
 Tacoma, WA 98445-3731
 253-539-3339 / 253-539-3335 fax

QUOTE

DATE	WORK ORDER #
11/24/2021	22294

NAME / ADDRESS
Blade Chevrolet Accounts Payable 1100 Freeway Dr. Mt Vernon, WA 98273

Ship To
Blade Chevrolet 1100 Freeway Dr. Mt Vernon, WA 98273

PO NUMBER	TERMS	REP	SHIP VIA
Zane M	Net 10	RAB	PMI

DESCRIPTION	QTY	COST	Total
CLASS V RECEIVER (NO INSERT) - 18000# MAX CAPACITY, 1800# MAX TONGUE WEIGH	1	891.00	891.00
7-PIN FLAT TRAILER PLUG - ADDITIONAL CHARGE IF WIRING HARNESS NEEDED	1	126.00	126.00
***** DISCLAIMERS: - CHANGES: EACH CHANGE AFTER QUOTE APPROVAL WILL CONSTITUTE A \$500.00 CHANGE FEE IN ADDITION TO THE COST OF THE CHANGE. NO CHANGES WILL BE ACCEPTED AFTER PRODUCTION BEGINS. - DRAWINGS: BASE COST FOR DRAWINGS IS \$500.00 AND CHARGED AT \$150.00 PER HOUR. - PAINT: PMI TRUCK BODIES, INC. DOES NOT GUARANTEE A PERFECT COLOR MATCH DUE TO INCONSISTENCIES IN FACTORY PAINTS, PROCEDURES AND CONTOUR DIFFERENCES. - TIMING: ESTIMATES NOT IN WRITING FROM AUTHORIZED PMI PERSONNEL WILL NOT BE CONSIDERED *****			0.00

DISCLAIMERS:

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- LEAD TIMES IN WRITING ARE APPROXIMATE AND SUBJECT TO PRODUCT AVAILABILITY
- REVISIONS AFTER APPROVAL DATE ARE SUBJECT TO \$500 CHANGE ORDER FEE
- PRICES SUBJECT TO CHANGE AT ANY TIME, AND NOT GUARANTEED UNTIL VEHICLE VIN IS CREATED
- NO RETURNS OR CANCELLATIONS ON CUSTOM ORDERS, NON CUSTOM ORDERS SUBJECT TO 35% RESTOCKING FEE
- CREDIT CARDS NOT ACCEPTED
- HAND WRITTEN NOTES NOT ACCEPTED

Subtotal \$47,984.00

Sales Tax (0.0%) \$0.00

Total \$47,984.00

Signature: *[Handwritten Signature]*

Date: *[Handwritten Date]*



City Council Agenda Bill

Meeting Date: February 7, 2022 **Agenda Item:** 6.a.

Agenda Item Title: 2nd Street Right of Way Use Agreement with the Port of Anacortes

Staff Contact(s): DARCY SWETNAM

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
DARCY SWETNAM	Public Hearing

Item Summary: This public hearing allows for public comment on an agreement between the Port of Anacortes and the City to allow the Port to use a portion of right of way on 2nd street between O Avenue and the waterfront for economic development purposes. The City will allow the closure of this portion of 2nd Street for a period of 30 years with two 10-year extension terms. The City Council approved the agreement on December 20, 2021, but the agreement is not to be signed by the Mayor until the public hearing is completed. The City Council may but is not required to modify or rescind its original approval of the agreement based on comments generated during the public hearing.

Budget Impact:
None.

Previous Action: The 2nd Street Use Agreement was approved by Council on [December 20, 2021](#) pending the public hearing. The agreement has not been signed by the Mayor because the agreement directs the agreement to be executed after the public hearing.

Recommended Motion: None necessary. Council may rescind or modify its original approval of the agreement if necessitated by public comments.

Alternative Actions:

Attachments (listed in order presented):

1. Port City 2nd St ROW FINAL
2. Port Agreements Slide Presentation 12/20/2021
3. ILWU Local 25 letter to city 1/29/2022

4. Public Comment - Litzinger
5. Public Comment - McClintock
6. Public Comment - Worra
7. Public Comment - Bennett
8. Public Comment - Decker
9. Public Comment - Flynn
10. Public Comment - Garrison
11. Staff Slide Presentation 2/7/2022

After recording return to:
Office of the City Clerk
City of Anacortes
City Hall
904 6th Street
Anacortes, WA 98221-0547

DOCUMENT TITLE(S):

RIGHT OF WAY USE AGREEMENT 2ND STREET – FROM “O” AVENUE TO SHORELINE

REFERENCE NUMBER(S) FF DOCUMENTS AMENDED, ASSIGNED AND/OR RELEASED:

N/A

GRANTOR:

THE CITY OF ANACORTES

GRANTEE:

THE PORT OF ANACORTES

ABBREVIATED LEGAL DESCRIPTION:

THAT PORTION OF PLATTED 2ND STREET LYING WESTERLY OF THE WEST LINE OF “O” AVENUE AND BETWEEN BLOCKS 66 AND 67 AS DEDICATED ON THE PLAT OF “MAP OF CITY OF ANACORTES” ACCORDING TO THE MAP THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGES 4-7, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON.

ASSESSOR PROPERTY TAX PARCEL:

N/A

**RIGHT OF WAY USE AGREEMENT
2ND STREET – FROM “O” AVENUE TO SHORELINE**

1. **AGREEMENT.** This Right of Way Use Agreement (“Agreement”) is between the City of Anacortes (“City”) and the Port of Anacortes (“Port”) for the conveyance of a property interest from the City to the Port. The City and the Port are each a “Party” and collectively “Parties” to this Agreement. The Parties agree as follows.
2. **STRUCTURE AND AUTHORITY.** This Agreement is authorized under Chapter 39.33 RCW, the Intergovernmental Disposition of Property Act.
3. **RECITALS/BACKGROUND**
 - 3.1 In 2018, the Parties and the Economic Development Alliance of Skagit County (“EDASC”) jointly developed and adopted the Anacortes Maritime Strategic Plan (the “Maritime Plan”). The Maritime Plan included goals and objectives to promote and develop a thriving and sustainable marine sector in the City’s jurisdiction. Among many goals and objectives, the Parties agreed to identify and implement policies that would ensure optimal use of industrial and commercial lands for maritime-related business.
 - 3.2 The Port developed a Marine Terminal Modernization Study in 2020 (“Terminal Modernization Study”). The Study identified that an increase in activity at Curtis Wharf will likely require that a small portion of the Second Street right-of-way from the westerly edge of “O” Ave. to its terminus near the water’s edge would require vacation or closure. See Exhibit B for depiction of area (the “2nd St. ROW”).
 - 3.3 The subject portion of 2nd St. ROW provides legal access, in part, to adjacent properties owned by the Port. The property north of the 2nd St. ROW is the Port’s Curtis Wharf Terminal. Port marine terminal operations at Curtis Wharf presently cross the 2nd St. ROW.
 - 3.4 The City’s Shoreline Management Plan (“SMP”) encourages the development of alternative public access plans where public safety is compromised by water dependent transportation shipping and manufacturing uses in proximity to deep shipper berths (see SMP Policies 5.11.1, 5.11.6, 4.5.3).
 - 3.5 Port is engaged in an environmental clean-up of the Quiet Cove environmental site (Washington State Department of Ecology (“Ecology”) Facility Site ID: # 20859; Cleanup Site ID: 12482) (the “Site”). The cleanup levels selected for the Site are based on an unrestricted future land use standard. The Port and Ecology have entered into an Agreed Order providing for site remediation activities, including a portion of the 2nd St. ROW that is included within the Quiet Cove Site boundary. The Port will be responsible for conducting the environmental cleanup selected by Ecology for the 2nd St. ROW that is included within the Quiet Cove Site boundary and releases the City from the costs for the same. The Agreement will enable the Port to examine and consider more permanent remedial action alternatives for the potential environmental cleanup of the 2nd St. ROW.

- 3.6 The 2nd St. ROW is used extensively by the Port and the Port's tenant trucks and vehicles. Closure of the 2nd St. ROW and redirecting the limited public vehicular and pedestrian use of the 2nd St. ROW to the primary access to the public shoreline on "N" Avenue, via 3rd St., will enhance public safety.
- 3.7 The Agreement allows for product storage south of the 2nd St. ROW on Port property and construction of conveyance equipment on the 2nd St. ROW to the Curtis Wharf Terminal to reduce risk to the public or the marine terminal operations as a result of public access within a marine terminal area.
- 3.8 Closure of this portion of the 2nd St. ROW will not affect the primary public access to "N" Avenue Park and waterfront.
- 3.9 The Parties acknowledge that the City has received full value for the property rights granted to the Port herein, which is found, in part, in the Port's release of the City from costs of and liability from environmental remediation incurred for the portion of the 2nd St. ROW located within the Quiet Cove environmental site.
4. **TERM.** This Agreement takes effect and is in force from and after the Effective Date, for a period of thirty (30) years (the "Initial Term"). The Initial Term may be extended with two (2), ten (10) - year renewal terms on mutual agreement of the Parties.
5. **EFFECTIVE DATE.** The Agreement Effective Date is the date of the last signature of the Parties, below.
6. **2nd St. ROW CLOSED - CITY GRANT TO PORT.**
- 6.1 Under this Agreement, the City closes the 2nd St. ROW, subject to the Port's construction and management of signage and other traffic management regarding access to and use of the 2nd St. ROW.
- 6.2 Except as set forth in Agreement Section 7, the City hereby grants to the Port, and the Port shall have exclusive use of, the 2nd St. ROW for the Term of the Agreement for the uses described in Agreement Section 8.
7. **CITY RESERVED RIGHTS.** The City reserves the right, privilege, and authority to use the subsurface portion of the 2nd St. ROW for the siting and construction of utility improvements, including a segment of an outfall connection from the City's wastewater treatment plant to Guemes Channel. Notwithstanding the City's reservation described herein, the Port may develop and/or construct improvements on the portion of the 2nd St. ROW subject to City's reservation described herein. In the event that the City constructs or causes to be constructed utility improvements beneath the ROW during the term of this Agreement, the Port shall remove from the ROW any improvements that it has installed when such removal is necessary to accommodate the City's utility construction.

8. PORT USE OF 2nd St. ROW.

- 8.1 Under this Agreement, the Port is granted the right of use over, under, upon and across the 2nd St. ROW for the support of industrial and/or commercial uses associated with Port's marine terminal facilities, including, without limitation, Pier 1, Pier 2, Curtis Wharf, and the Port's properties known as "Quiet Cove." These uses include, without limitation, (i) vehicle access; (ii) product storage operations; (iii) restricting public traffic and access to the 2nd St. ROW; and (iv) constructing any improvements the Port deems necessary to support these uses.
- 8.2 The Port and its contractors use of the 2nd St. ROW shall comply with all applicable federal, state, and local laws, ordinances, orders, rules, and regulations. The Port is responsible for all necessary permits, licenses, certificates, or approvals required by applicable laws, ordinances, and regulations necessary to use of the 2nd St. ROW.
- 8.3 Upon the termination of this Agreement, unless otherwise agreed to by the Parties, the Port shall restore 2nd St. ROW within ninety (90) days to its pre-closure state, including but not limited to removing any closure improvements such as gates, barriers, and signage. Any development of the 2nd St. ROW by the City after the termination of this Agreement shall be conducted by the City at no cost to the Port. These obligations shall survive termination of the Agreement.
- 8.4 The Port and its contractors bear all of the costs of their activities under this Agreement relating to the 2nd St. ROW. This obligation shall survive termination of the Agreement.

9. INDEMNIFICATION.

- 9.1 City's Indemnification of Port. To the extent permitted by law, City shall indemnify, save, defend, and hold harmless Port, its officers, agents, and employees from and against any and all claims, demands, judgments, losses, or liability for personal injury (including without limitation death) or property damage (collectively, "Claims") arising out of any willful misconduct or negligent act, error, or omission of City, its officers, agents, or employees in connection with the 2nd St. ROW accruing (i) prior to City's closure of the 2nd St. ROW; or (ii) after termination of this Agreement, except as the Port's restoration obligation in Agreement Section 8.3 may apply. City's obligations under this section shall apply only to the extent of the negligence or willful misconduct of City or its agents and shall not extend to Claims caused by, resulting from, or arising from the sole misconduct or sole negligence of Port, its officers, agents, or employees.
- 9.2 Port's Indemnification of City. To the extent permitted by law, Port shall indemnify, save, defend, and hold harmless City, its officers, agents, and employees from and against any and all Claims arising out of any willful misconduct or negligent act, error, or omission of Port, its officers, agents, or employees in connection with the 2nd St. ROW accruing (i) after City's closure of the 2nd St. ROW during the effective period of the Agreement; or (ii) as a result of the improvements on the 2nd St. ROW installed at Port's direction. Excepted from this section are any and all Claims

arising out of the City's exercise of its reserved rights described herein. Port's obligations under this section shall apply only to the extent of the negligence of willful misconduct of Port or its agents and shall not extend to Claims caused by, resulting from, or arising from the sole misconduct or sole negligence of City, its officers, agents, or employees.

10. **GENERAL.**

- 10.1 Binding Effect. This Agreement, and all rights associated therewith, shall be considered, and construed as covenants running with the land, and shall be binding upon, and inure and extend to the benefit of the successors and assigns of the Parties.
- 10.2 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 10.3 Jurisdiction and Venue. Jurisdiction for any action to enforce the terms of this Agreement shall be in the Superior Court for the State of Washington. Venue for any such action shall be in Skagit County.
- 10.4 Captions. The captions and paragraph headings contained in this Agreement are for the convenience of the Parties and for reference only, and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provision hereof.
- 10.5 Waiver. No failure by either Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term, or condition.
- 10.6 Neutral Authorship. Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of both Parties. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of, or against the Party preparing the same, shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.
- 10.7 Amendments. Except as otherwise set forth herein, this Agreement may not be modified, amended, or terminated except by the written agreement of the Parties or their successors and assigns.
- 10.8 Notices. All notices, demands, requests, consents, and approvals which may, or are required to be given by any Party to any other Party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by a nationally recognized overnight delivery service, or if deposited in the United States mail, postage prepaid to:

City: City of Anacortes
Attn: Mayor
904 6th Street
P.O. Box 547
Anacortes, WA 98221

Port: Port of Anacortes
Attn: Executive Director
100 Commercial Avenue
Anacortes, WA 98221

- 10.9 Counterparts – Authority. This Agreement may be executed in counterparts and each executed counterpart shall have the same force and effect as the original instrument and as if all Parties to the counterparts had signed the same instrument. Electronic facsimile signatures and/or electronically scanned signatures shall be sufficient to demonstrate a Party's assent to this Agreement. Each individual signing this Agreement on behalf of either the City or the Port represents that (i) they have the authority to bind the Party on whose behalf they are signing; and (ii) that all steps necessary for their respective entity to execute this Agreement have been taken, including the conduct of a public hearing under RCW 39.33.020.
- 10.10 Entire Agreement. This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes and replaces all written and oral agreements previously made or existing with respect to the subject matter hereof.
- 10.11 Recording. This Agreement may be recorded for record by a Party with Skagit County, Washington at the sole cost and expense of the Port.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the last date set forth below.

CITY:

PORT:

CITY OF ANACORTES

PORT OF ANACORTES

Laurie Gere

Mayor

Date: _____

Daniel Worra

Executive Director

Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this _____ day of _____, 2021, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Laurie Gere** to me known to be the **Mayor** of the **City of Anacortes**, the municipal corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said district, for the uses and purposes therein mentioned, and on oath stated that he/she is duly authorized to execute the same.

GIVEN under my hand and official seal this _____ day of _____, 2021.

Print Name: _____
NOTARY PUBLIC in and for the
State of Washington, residing at _____
My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this _____ day of _____, 2021, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Daniel Worra**, to me known to be the **Executive Director** of the **Port of Anacortes**, the municipal corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is duly authorized to execute the same.

GIVEN under my hand and official seal this _____ day of _____, 2021.

Print Name: _____
NOTARY PUBLIC in and for the
State of Washington, residing at _____
My commission expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF PLATTED 2ND STREET LYING WESTERLY OF THE WEST LINE OF "O" AVENUE AND BETWEEN BLOCKS 66 AND 67 AS DEDICATED ON THE PLAT OF "MAP OF CITY OF ANACORTES" ACCORDING TO THE MAP THEROF, RECORDED IN VOLUME 2 OF PLATS, PAGES 4-7, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON.



Pacific Surveying & Engineering, Inc

land surveying • civil engineering • consulting • environmental
909 Squalicum Way #111, Bellingham, WA 98225
Phone 360.671.7387 Facsimile 360.671.4685 Email info@psurvey.com

EXHIBIT '___'

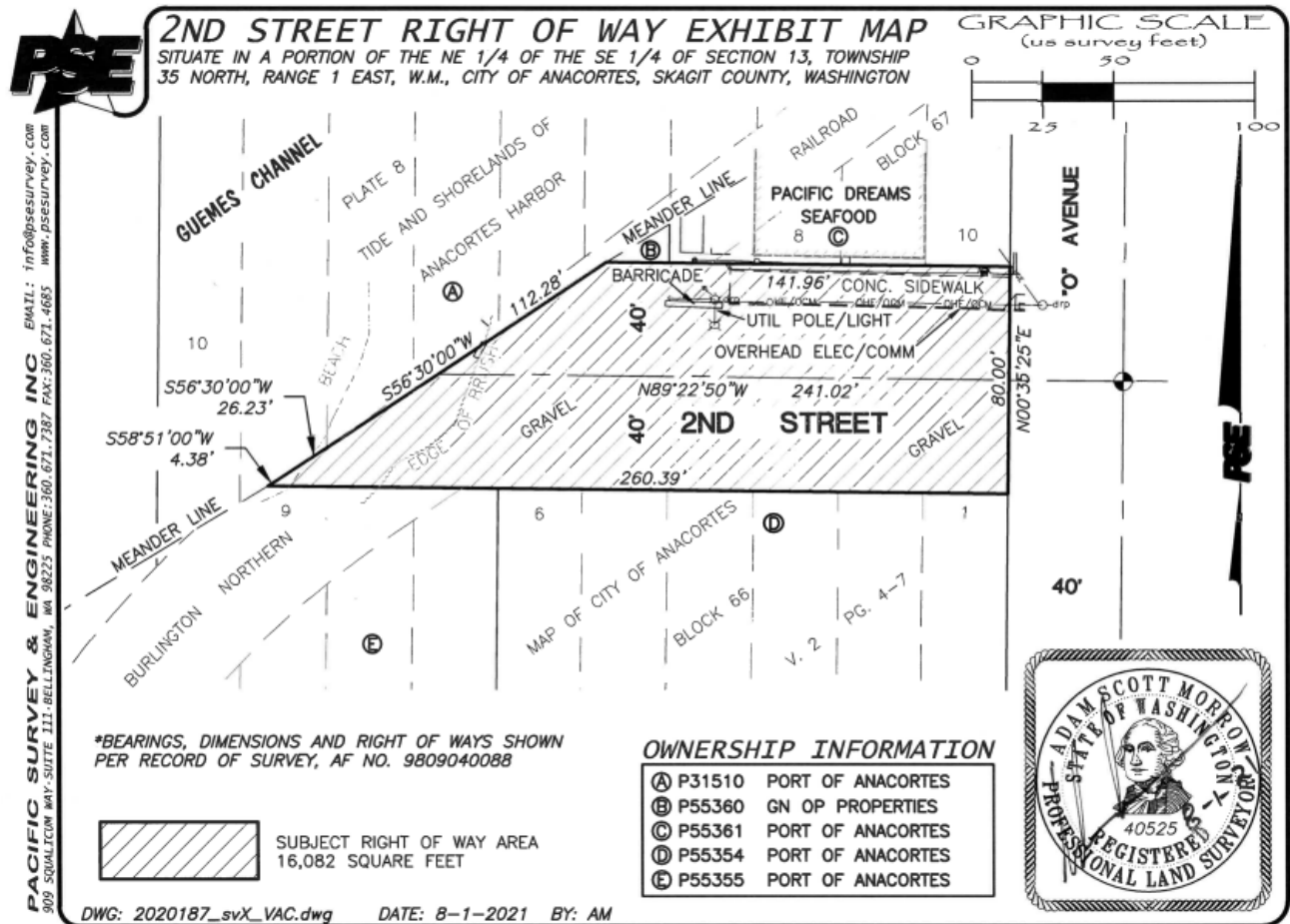
**2nd STREET RIGHT OF WAY WEST OF "O" AVENUE
LEGAL DESCRIPTION**

THAT PORTION OF PLATTED 2ND STREET LYING WESTERLY OF THE WEST LINE OF "O" AVENUE AND BETWEEN BLOCKS 66 AND 67 AS DEDICATED ON THE PLAT OF "MAP OF CITY OF ANACORTES" ACCORDING TO THE MAP THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGES 4-7, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON.



EXHIBIT "B" **EASEMENT AREA** **DEPICTION**



CITY/PORT AGREEMENTS

December 20, 2021



Three Main Projects

01

Outfall Project

02

Port's GFC
Charges for
Pier 2
Stormwater

03

Port's Request
for Agreement
to use 2nd Street



OUTFALL PROJECT

Outfall - Background

- In February of 2020, the City experienced an unprecedented rainfall event that was a federally-declared disaster that caused the outfall pipe to separate near the Port storm pond at Pier 2
- Some emergency repair work has been completed, but further emergency repairs are required
- The City immediately began working with consultants and Federal Emergency Management Agency (FEMA), to fund, plan, and complete the repair work
- FEMA has earmarked up to \$30 million to construct a new outfall because of the magnitude of this project and its impact on public health and safety

The Outfall Project

- City looked at 6 different alignments for the project, but ultimately selected a path that goes out U Ave based on desirability, access, and minimized impact on neighbors including Port
- Project includes three components:
 - Marine Portion
 - Uplands Portion
 - Removal existing outfall
- The City's Team consists of:
 - Fred Buckenmeyer – City Project Manager
 - Robb Webb – Project Manager
 - Ross Widener – Widener and Associates – Permitting and Funding
 - HDR – Design Engineer
 - Steve DiJulio – Foster Garvey - outside counsel

Outfall Design & Construction

13

Three Components/Projects

1. Upland Portion

WWTP to Shoreline

2. Marine Portion

Shoreline to Diffuser

3. Remove Existing Outfall (not in this presentation)

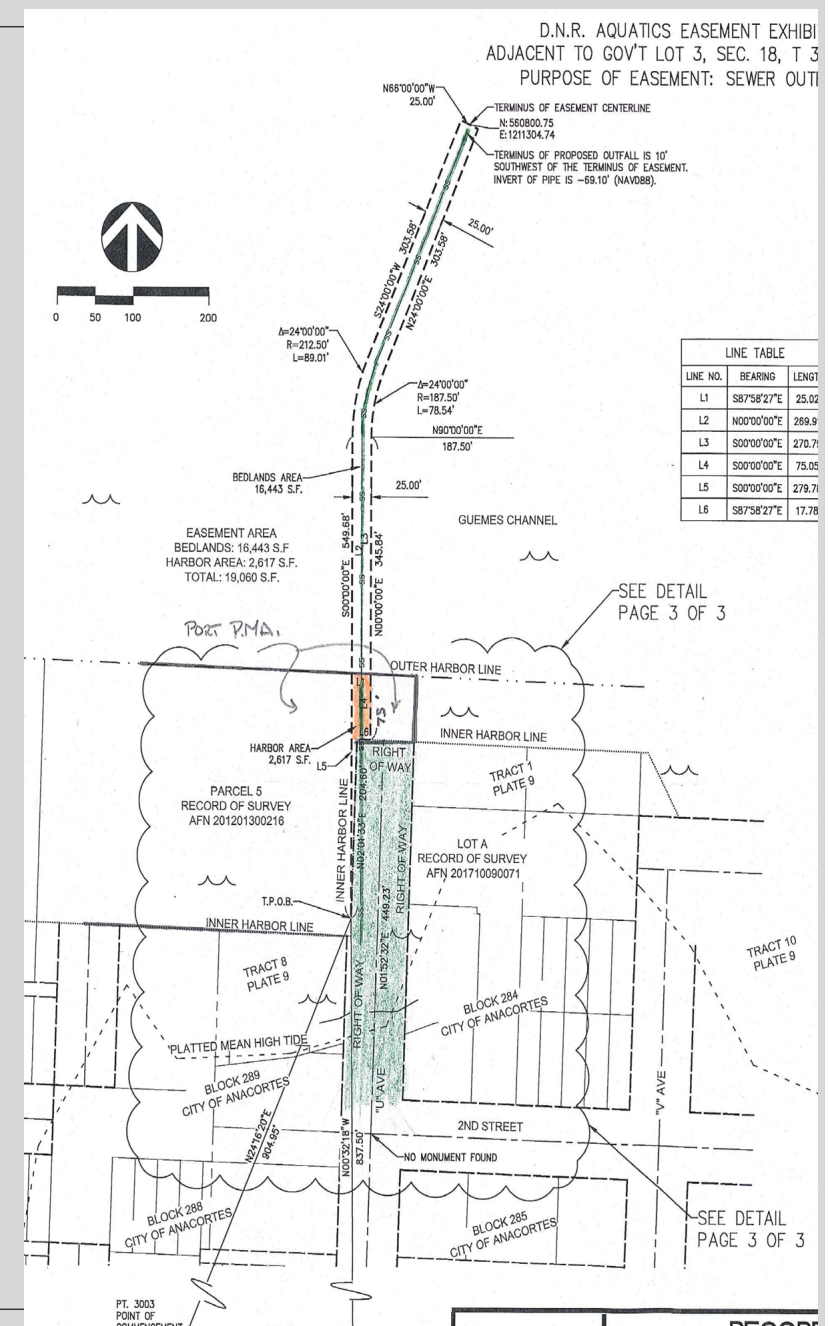


14



Outfall – Current Status

- To date, the City has spent approximately \$2 million on design and permitting for project
- All aspects of the project are ready to proceed with construction planning, including Department of Ecology-approved Dredge Management Plan and City was ready to open sealed construction bids back in June of 2021

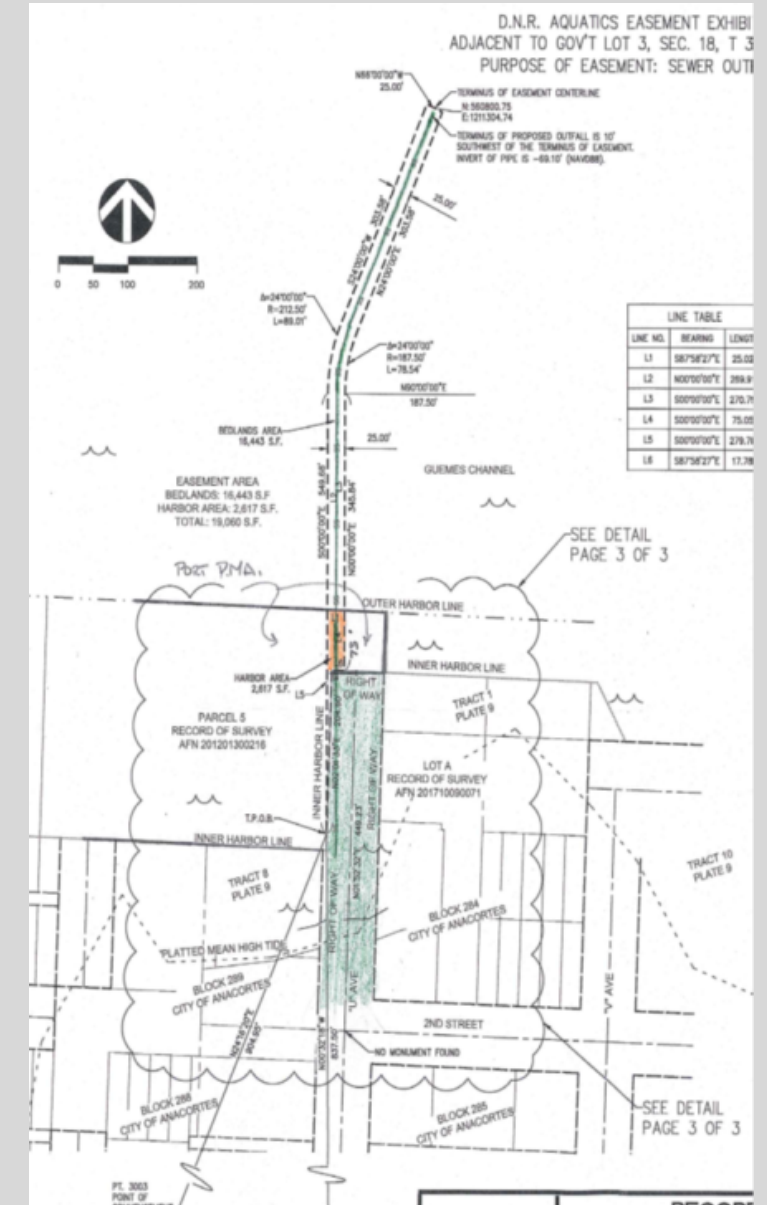


Resolution 3065

- Resolution Approves:
 - Aquatic Lands Outfall Easement
 - Interlocal Agreement Regarding the City's Wastewater Treatment Plant Outfall Replacement Project
- Directs Mayor to sign only after both documents are approved by DNR
- Port and City will send the documents to DNR to begin their review
- Port plans to present the documents to their Commission at its January 6, 2022 meeting
- City staff recommends approval

Aquatic Land Outfall Easement

- DNR has to grant the City an easement to cross aquatic lands before outfall project can proceed
- Because Port has a Port Management Agreement, Port must agree to easement terms
- PMA Area is shown in orange, City right-of-way is shown in green
- DNR has asked the City and Port to agree on the terms of the easement
- The Parties worked extensively to come to common terms
- The Parties agreed to remove language regarding requirements for the City to indemnify the Port and move that language to the indemnification interlocal recommendations to address indemnification
- Parties worked cooperatively to suggest edits to the standard DNR language to reflect the unique circumstances of this project



Interlocal Agreement Regarding the City's Wastewater Treatment Plant Outfall Replacement Project

- Agreement is between the City and the Port
- The City is required to indemnify the Port to the extent it indemnifies DNR for its use of the easement area for the outfall
- Because the project runs through the Port's log yard cleanup project, the parties negotiated the interlocal agreement in which the City indemnifies the Port for increased impacts to their log yard cleanup project caused by the Outfall
- Port and City staff and counsel have finalized the draft and agreed to terms
- The agreement has been reviewed by both Port and City consultants



QUESTIONS?



GFC CHARGES FOR PIER 2

GFC - Background

- The City and Port entered into an Interlocal Agreement on April 7, 2011, by which the City agreed to accept Port's stormwater runoff from Pier 2 into its sewer system.
- New connections to the City's sanitary sewer system require a General Facilities Charge (GFC) to pay for the new impact on the system. GFCs are calculated based on Equivalent Residential Units (ERUs). The Code at Section 13.08.020 provides an equation for calculating the GFC charge, which formed the basis of the 2011 ILA calculations.
- In Section 1.2 of the ILA, the Port agreed to purchase an additional 90.1 ERUs to obtain a total of 100.8 ERUs.

GFC – The 2011 Interlocal Agreement

- Section 1.5 of the current Interlocal reads: At any time after the calendar year 2017 the volume of the Port's process water waste stream increases to more than 15% greater than the limits described in this agreement, the Port shall purchase additional ERU as require by the Anacortes Municipal Code Section 13.08.020(F)(15) or any amendment thereto.
- Section 1.4 of the current Interlocal includes a 50% surcharge penalty for all overages between 2011 and 2017. The City has calculated that amount to be \$27,740.
- The Port's volume of process water has been at least 15% more than provided by its ERUs since 2017.
- Parties have been discussing methodology of calculating the required number of ERUs since 2017.
- The Port has made an offer to the City to resolve this issue, which the Parties have negotiated into an Amendment to the 2011 Interlocal

Proposed First Amendment to 2011 ILA

- The City took the Port's offer and drafted an amendment to the 2011 ILA
- Key terms:
 - The Port agrees to purchase 40 additional ERUS at the 2021 rate of \$9,331.86 for a total of \$373,274.40.
 - The Port will improve stormwater management operations at Pier 2 to minimize its impact on the sewer system.
 - The City will allow the Port time to realize its improvements before calculating the purchase of any additional ERUs.
 - January 1, 2023: Port deadline for and implementing capital and operational improvements
 - December 31, 2024: The Feasibility Period during which the Parties will monitor success of improvements
 - March 1, 2025: Port will purchase any additionally needed ERUs
 - The penalties in Section 1.4 will sunset
- City staff recommends approval



QUESTIONS?



2ND STREET

2nd Street- Background

- Port has expressed an interest in obtaining ownership of 2nd Street west of O Avenue since 2020 for economic development and consistency with Maritime Strategic Plan
- Port and City leadership and staff have discussed various options
 - City indicated vacation was disfavored because state law restrictions on vacating streets and that end at the waterfront
 - City staff have been concerned about giving up 2nd street because it is a potential alternative location for the outfall alignment
- City worked with outside counsel to identify the Intergovernmental Disposition of Property Act at RCW 39.33 as the proper structure for Port's use of 2nd street

Proposed 2nd Street Right of Way Use Agreement

- Key Terms
 - Term: 30 years, plus two 10-year renewal periods on mutual agreement of parties
 - Will close 2nd street to public
 - Port may use property for economic development and will contain operational area with security fencing
 - Port has confirmed that its use of 2nd Street Right of Way will not include beach
 - The City may still access sub-surface area if need be for utility purposes
 - Property returns to City at end of the Term
- Staff recommends approval



2ND STREET RW VACATION EXHIBIT MAP

SITUATE IN A PORTION OF THE NE 1/4 OF THE SE 1/4 OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON

GRAPHIC SCALE

(us survey feet)

0 50 100

PACIFIC SURVEY & ENGINEERING INC. EMAIL: info@psurvey.com
909 SQUALICUM WAY, SUITE 111, BELLINGHAM, WA 98225 PHONE: 360-671-7387 FAX: 360-671-4685 WWW.PSURVEY.COM



*BEARINGS, DIMENSIONS AND RIGHT OF WAYS SHOWN
PER RECORD OF SURVEY, AF NO. 9809040088



PROPOSED R/W VACATION AREA
16,082 SQUARE FEET

OWNERSHIP INFORMATION

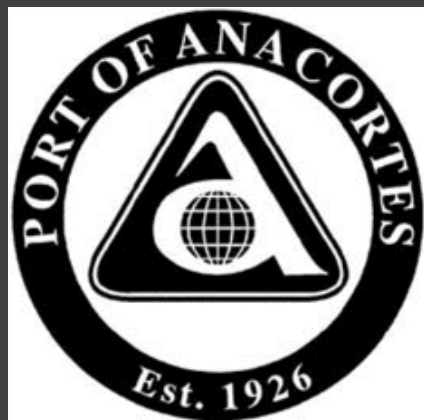
- | | |
|------------|-------------------|
| (A) P31510 | PORT OF ANACORTES |
| (B) P55360 | GN OP PROPERTIES |
| (C) P55361 | PORT OF ANACORTES |
| (D) P55354 | PORT OF ANACORTES |
| (E) P55355 | PORT OF ANACORTES |

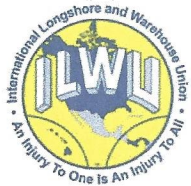




QUESTIONS?

THANK YOU!





Local 25
Anacortes, WA



To: Anacortes City Council
From: ILWU Local 25
RE: Operational Control of 2nd Street

Dear City Council,

ILWU Local 25 asks that the council grant the Port of Anacortes operational control of 2nd Street. Over the years several potential customers have visited the port and local union leaders to move cargo at Curtis Wharf, only to take their business elsewhere due to lack of upland space. (which in our history was all a working waterfront.)

We can not express enough the importance of connecting industrial property to an active terminal pier that is trying to be developed for cargo. No matter the cargo or development it is critical for the Port to have control of this road to ensure the safe and efficient handling and transporting of any and all cargo to points of rest in this area.

Furthermore, the marketing of the facility will open up possible jobs and most definitely bring revenue to local business's, restaurants, stores, fuel suppliers, as well as additional sales tax revenue for the city, county, and state.

Thank you for granting the Port of Anacortes operational control of 2nd Street allowing the growth and development of our waterfront safely and efficiently.

Sincerely,

Mikki Clow
President
ILWU Local 25

ILWU Local 25
814 6th Street Anacortes, WA 98221
Mailing: PO BOX 157 Anacortes, WA 98221

From: [Hunt, Marcia](#)
To: [CityClerk](#)
Subject: FW: 2nd Street Right of Way Use Agreement
Date: Friday, February 4, 2022 8:09:37 AM

From: Ron Litzinger <rl.litzinger@gmail.com>
Sent: Thursday, February 3, 2022 10:41 AM
To: Francioch, Gregory <gregoryf@cityofanacortes.org>
Subject: 2nd Street Right of Way Use Agreement

I am strongly in favor of this Use Agreement which clearly aligns with the Anacortes Strategic Maritime Plan. The possibility of creating working waterfront family wage jobs is exactly what this community needs. Please support this use agreement between the Port and the City!

Ron Litzinger

201 E Park Dr. Anacortes

From: [Hunt, Marcia](#)
To: [CityClerk](#)
Subject: FW: 2nd Street right of way
Date: Friday, February 4, 2022 8:10:03 AM

From: Michael McClintock <bossmanvp40@gmail.com>
Sent: Thursday, February 3, 2022 1:44 PM
To: Francioch, Gregory <gregoryf@cityofanacortes.org>
Subject: 2nd Street right of way

City of Anacortes-

The vacation of the right of way is needed for Port operations. In lieu of a vacation, this right of way use agreement seems to best support the perfect compromise. The public will benefit by increased community jobs, wages, and tax revenue; add in the increased public safety, reduced city liability and responsibilities, and this seems like a win for all. Please support this use agreement between the Port and the City!

Michael McClintock



**City of Anacortes
City Council
P.O. Box 547
Anacortes, WA 98221**

February 2, 2022

Dear Councilmember Young and Anacortes City Council Members:

The Port of Anacortes is seeking a right of way agreement that would give the Port limited property rights to all the 2nd Street right of way lying west of O Avenue for 30 years. We believe this agreement will be mutually beneficial for the city and the Port as it allows for improvements in the use, safety, and maintenance of the area.

The Port operates an industrial facility at Curtis Wharf, which abuts the north side of 2nd Street. The Port also operates the Quiet Cove Property, abutting the south side of 2nd Street across from Curtis Wharf. The portion of 2nd Street for which the Port is seeking a right of way agreement is surrounded by Port property, causing a barrier to efficient Port operations, and bringing public space dangerously close to the activity in those areas.

Through this right of way agreement, the Port sees an opportunity for increased operations, and therefore increased employment and tax revenue for our community. Operational improvements could include roadway upgrades and increased vehicle access and product storage, which would support local business expansion and economic growth in Anacortes. The Port also sees the opportunity to maintain this roadway for the next 30 years, reducing the liability and costs to the City and allowing us to support current and future traffic use.

As a steward of our community, the Port is dedicated to safe operations on our properties as well as helping ensure public safety. The risks currently presented by the mix of public use and Port operations in this area are concerning for the Port today and as we consider future growth. Truck traffic in this area is expected to increase by approximately 50 trucks per week. To mitigate risk, the Port would like the opportunity to close the current informal public access to the N Avenue Park and waterfront and steer use to the primary public entrance for both vehicles and pedestrians on N Avenue. This is also where designated public parking spaces and the trailhead are located.

We hope that the Port and the City can see this change as a collaborative and mutually beneficial agreement that will to improve quality of life for all residents. Thank you for your continued partnership and for considering this request.

Best regards,



Daniel C. Worra
Executive Director

From: [Hunt, Marcia](#)
To: [CityClerk](#)
Subject: FW: Port's 2nd Street Right of Way Use Agreement
Date: Friday, February 4, 2022 8:09:48 AM
Attachments: [image001.gif](#)

From: Kathryn Bennett <bennettrk@comcast.net>
Sent: Thursday, February 3, 2022 7:40 PM
To: Francioch, Gregory <gregoryf@cityofanacortes.org>
Subject: Port's 2nd Street Right of Way Use Agreement

Subject: Port's 2nd Street Right of Way Use Agreement

As a citizen interested in safe "people access" to our waterfront, I support the Port's 2nd Street Right of Way Use Agreement. Particularly because, in this case, the Right of Way will provide the safe separation of commerce from citizen and visitor use of the N Avenue Park.

Community and business growth at the Port mean increased commercial and industrial activity in areas where workers and community members intersect, like 2nd Street and O Avenue.

Currently, pedestrians continue to access the N Avenue Park and waterfront via an informal entrance on 2nd Street, where workers and equipment operate to move products to and from Port businesses.

The Port's proposal to close this informal entrance and steer park- and beach-goers to the primary public entrance on N Avenue would help separate traffic, put pedestrians on the newly paved sidewalks, and improve safety for workers, drivers, pedestrians, and tenant businesses.

Anacortes is wonderfully unique in that it has a vibrant working waterfront, an outdoors-oriented citizenry and is a welcoming destination for visitors. This Agreement supports the safety of all concerned,

Please support this use agreement between the Port and the City.

Kate

Kathryn Bennett
2208 Cascade Ct
AnacortesWA 98221



Virus-free. www.avg.com

February 4, 2022

Mayor Matt Miller
City of Anacortes
P.O. Box 547
Anacortes, WA 98221

Dear Mayor Miller:

We are writing in support of a proposed right of way agreement being considered by the City of Anacortes and the Port of Anacortes. Location for the right of way is Second Street, west of O Avenue.

Under this plan, the Port would see increased use of the Curtis Wharf terminal, an outcome that is in keeping with City, Port and community interest in maintaining a vibrant, active waterfront city.

Public access to the waterfront is an important element of the proposal. As we understand the plan under review, this access for waterfront users would be maintained for vehicles and pedestrians at the N Avenue parking area and trailhead.

Please add your support to the right of way agreement. Thank you for your attention to our views as you consider this matter.

Sincerely,



Tom Decker



Nancy Wong

From: [Francioch, Gregory](#)
To: [CityClerk](#)
Subject: FW: City/Port Second Street Right of Way agreement review
Date: Friday, February 4, 2022 2:06:21 PM

Additional public comment on the subject agreement.

Greg Francioch
City of Anacortes
Legal Assistant
360-293-1937
gregoryf@cityofanacortes.org

From: Tom Decker <tomkdecker@gmail.com>
Sent: Friday, February 4, 2022 1:35 PM
To: Francioch, Gregory <gregoryf@cityofanacortes.org>
Subject: City/Port Second Street Right of Way agreement review

Attention: Greg Franioch:

We are writing in support of a proposed right of way agreement being considered by the City of Anacortes and the Port of Anacortes. Location for the right of way is Second Street, west of O Avenue.

Under this plan, the Port would see increased use of the Curtis Wharf terminal, an outcome that is in keeping with City, Port and community interest in maintaining a vibrant, active waterfront city.

Public access to the waterfront is an important element of the proposal. As we understand the plan under review, this access for waterfront users would be maintained for vehicles and pedestrians at the N Avenue parking area and trailhead.

Please add your support to the right of way agreement. Thank you for your attention to our views as you consider this matter.

Sincerely,

Tom Decker

Nancy Wong

Hunt, Marcia

From: Francioch, Gregory
Sent: Monday, February 7, 2022 8:05 AM
To: CityClerk
Subject: FW: 2nd Street Right of Way Use Agreement

Public comment forwarded for inclusion into the record.

Greg Francioch
City of Anacortes
Legal Assistant
360-293-1937
gregoryf@cityofanacortes.org

-----Original Message-----

From: Peggy Flynn <peggyflynn1@me.com>
Sent: Sunday, February 6, 2022 8:40 PM
To: Francioch, Gregory <gregoryf@cityofanacortes.org>; Walters, Ryan (Anacortes City Council) <ryanw@cityofanacortes.org>; Cleland-McGrath, Christine <christinec@cityofanacortes.org>; Carter, Jeremy <jeremyc@cityofanacortes.org>; Hubik, Amanda <amandah@cityofanacortes.org>; McDougall, Bruce <BruceM@cityofanacortes.org>; Moulton, Carolyn <carolynm@cityofanacortes.org>; Young, Anthony <anthony@cityofanacortes.org>
Subject: 2nd Street Right of Way Use Agreement

I am writing to express my strong support for the 2nd Street Right of Way Use Agreement between the City of Anacortes and the Port of Anacortes. In the interest of safety for workers, drivers, pedestrians and tenant businesses, and for the possibility of creating more working-family wage jobs, I urge you to support this use agreement.

Thank you,
Peggy Flynn

From: [Hunt, Marcia](#)
To: [CityClerk](#)
Subject: FW: Port use of 2nd St ROW
Date: Friday, February 4, 2022 8:09:11 AM

From: Tim K Garrison <timg@timkgarrison.com>
Sent: Wednesday, February 2, 2022 3:18 PM
To: Francioch, Gregory <gregoryf@cityofanacortes.org>
Cc: 'Dan Worra' <danw@portofanacortes.com>
Subject: Port use of 2nd St ROW

This is a note of support for the Port of Anacortes to use the 2nd Street ROW for the purposes of encouraging and enhancing our city's working waterfront. As a small business operating in Anacortes, I am sensitive to the economic vitality of our city. We need a vibrant business community to ensure a solid economic base; the Port is a cornerstone of this. The Port has a long and admirable track record of wise business decisions locally which benefit our citizens in numerous ways. I trust their proposed use of the 2nd street ROW would continue in their excellent tradition.

Tim K. Garrison, P.E.
2316 Antone Way, Anacortes, WA 98221
email: TimG@TimKGarrison.com
Phone and text: 360-708-1865
Facebook Page: Uncle Timmus
Website: TimKGarrison.com

Check my backlog and status of jobs in queue here: <https://www.timkgarrison.com/my-schedule/>

2ND STREET RIGHT OF WAY AGREEMENT

February 7, 2022



2nd Street- Background

- Port has expressed an interest in obtaining ownership of 2nd Street west of O Avenue since 2020 for economic development and consistency with Maritime Strategic Plan
- City worked with outside counsel to identify the Intergovernmental Disposition of Property Act at RCW 39.33 as the proper structure for Port's use of 2nd street
- City Council approved the Right of Way Use Agreement for 2nd Street on December 20, 2021
- Council approval was subject to a subsequent public hearing, after which the Mayor is authorized to sign the Agreement
- Port Commissioners considered and approved the Agreement on January 6, 2022
- Tonight's public hearing is the last step before execution of the Agreement

Key Terms of the Agreement

- City Council closes the area of 2nd Street described in the Agreement
- Port has the right to use the area for industrial and/or commercial uses associated with Port's marine terminal facilities
- Term:
 - 30 year Initial Term
 - Two possible extension terms of 10 years each, upon mutual agreement of the Parties
- City reserves the rights to subsurface area for utility construction and improvement (including potential outfall alignment)
- Consideration includes the Port's release of the City from any costs and liability for Quiet Cove cleanup project in the area

THANK YOU!





City Council Agenda Bill

Meeting Date: February 7, 2022 **Agenda Item:** 6.b.

Agenda Item Title: Resolution 3072: Reaffirming Ordinance 4008 and confirming the 6 month duration of the interim regulations therein concerning the development of daycare in the R4 Use Zone as a permitted use and adopting a work plan

Staff Contact(s): DON MEASAMER

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
DON MEASAMER	Resolution

Item Summary: Resolution 3072 Reaffirms Ordinance 4008 regarding the development of Daycare II as a permitted use in the R4 Use Zone and adopts a work plan. Ordinance 4008 provides interim regulations allowing Daycare II, (more than 12 adults or children in a 24 hour period) as a permitted use in the Use Zone. The Resolution also adopts a work plan to proceed with public meetings with stakeholders and the Planning Commission regarding possible impacts and solutions. A public hearing will be scheduled with the Planning Commission and a recommendation presented to City Council.

Budget Impact:
NA

Previous Action: Ordinance [4008](#) approved [January 10, 2022](#)

Recommended Motion: I move to approve Resolution 3072 as presented.

Alternative Actions: Revise Resolution 3072 as needed

Attachments (listed in order presented):

1. Resolution 3072
2. Resolution 3072 Work Plan

RESOLUTION 3072

A RESOLUTION REAFFIRMING ORDINANCE 4008 AND CONFIRMING THE SIX MONTH DURATION OF THE INTERIM REGULATIONS CONTAINED THEREIN CONCERNING THE DEVELOPMENT OF DAYCARES IN THE R4 USE ZONE AS A PERMITTED USE AND ADOPTING A WORK PLAN.

WHEREAS, the City's development code requires application of the Type 4 conditional use permit process to establish new childcare facilities in residential zones; and

WHEREAS, the Type 4 review process is the highest level of review in the AMC (AMC 19.20.030.C) and requires public hearing before the Planning Commission and approval by the City Council; and

WHEREAS, specifically AMC 19.44.010 defines "day care II" to include child day care serving more than 12 children in any 24-hour period, or any day care as a principal use; and AMC 19.41.040 makes "day care II" a conditional use in all zones where it is allowed, including the R4 zone; and

WHEREAS, the Type 4 conditional use permit process is lengthy and expensive for permit applicants; and

WHEREAS, other higher intensity uses, including multifamily residences, assisted living facilities and bed and breakfasts, are allowed in the R4 zone without a conditional use permit; and

WHEREAS, RCW 36.70A.390 and AMC 19.16.110 authorize the City Council to adopt moratoriums, interim zoning ordinances, and interim official controls; and

WHEREAS, per RCW 36.70A.390, a moratorium is effective for six months, or up to one year if a work plan is developed for related studies providing for such a longer period; and

WHEREAS, the Anacortes City Council adopted Ordinance 4008, an Interim Ordinance to Facilitate the Development of Daycare Facilities in the R4 Use Zone as a permitted use under the provisions of AMC 19.41.040, on January 10, 2022;

NOW THEREFORE, BE IT RESOLVED BY THE ANACORTES CITY COUNCIL:

Section 1: City Council readopts the findings of fact in Ordinance 4008.

Section 2: The work plan attached as Exhibit A is hereby adopted.

PASSED AND APPROVED by the City Council this ____ day of February, 2022.

CITY OF ANACORTES

Matt Miller, Mayor

ATTEST:

Steven D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

By:_____
Darcy Swetnam, WSBA# 40530
City Attorney

Resolution 3072, Exhibit A

Work Plan – Regulations Regarding The Development of Daycare II As A Permitted Use In The R4 Use Zone, AMC 19.41.040. Interim Ordinance 4008, January 10, 2022

	Task	Schedule
1.	Hold public meetings with Planning Commission for community input on possible impacts.	March/April 2022
2	Identify possible impacts, such as, building area, parking, circulation for drop off and pickup,	March/April 2022
3.	Discussion with stake holders/Planning Commission on possible impacts and mitigation. Issue SEPA on draft language	April/May 2022
4.	Planning Commission Public Hearing on preferred concepts/amendments	April/May 2022
5.	Planning Commission Recommendation on preferred concepts/amendments to City Council	May/June 2022
	Interim Ordinance Expiration six months (renew in June prior to expiration)	July 12, 2022



City Council Agenda Bill

Meeting Date: February 7, 2022 **Agenda Item:** 7.a.

Agenda Item Title: Contract Award: Fire Station Planning and Design Services - Phase 1 #21-134-AFD -001

Staff Contact(s): JACK KENNEDY, Bill Harris

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$126,546.00 to TCA Architecture Planning Inc. to perform Phase 1 of the Fire Station Planning and Design Services.

Background:

1. **History:** Last year City Council authorized staff to explore a needs assessment for a permanent Fire Station to replace the current leased facility on Molly Lane. The proposed assessment will provide design and engineering services necessary to develop a conceptual design that effectively supports the department's long-term needs including an associated opinion of total project cost to implement a new fire station, move training facility props and develop a new training facility. The information developed during this effort would be utilized by the City to determine budgetary requirements for project funding. In addition to the conceptual design, the needs assessment will include feasibility and evaluation of critical areas, soils, topography, and basic engineering to ensure the City owned parcel is adequate to provide required services. The funding for this phase will come from collected Fire Impact Fees.
2. **Key Terms:**
 - Contract is for a firm fixed price of \$126,546.00.
 - The period of performance under this Agreement is March 1, 2022 through October 1, 2022.
3. **Competitive Bidding:** On September 20, 2021 the City [requested proposals](#) for the subject project with a closing date of October 26, 2021. Three proposals were received and were scored based on specific criteria by the evaluation committee. TCA Architecture Planning Inc. was selected, after which a price was negotiated.

Budget Impact:

Contractor	TCA Architecture Planning Inc.
Contract Amount	\$126,546.00
Earmarked Funds	\$100,000.00
BARS #	001.320.594.22.62
Budget Amendment Required?	No
Start Date	March 1, 2022
End Date	October 1, 2022

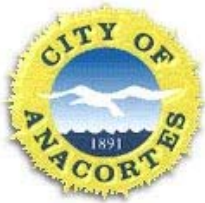
Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 21-134-AFD-001 with TCA Architecture Planning Inc. in the amount of \$126,546.00 to perform the Fire Station Planning and Design Services - Phase 1.

Alternative Actions: Not approve the contract.

Attachments (listed in order presented):

1. 21-134-AFD-001
2. Staff Slide Presentation



AGREEMENT 21-134-AFD-001
Between
THE CITY OF ANACORTES
AND
TCA ARCHITECTURE PLANNING INC.

FIRE STATION PLANNING AND DESIGN SERVICES

This Agreement, hereinafter referred to as "Agreement", made and entered into between the City of Anacortes, hereinafter referred to as the "City", and TCA Architecture Planning Inc., hereinafter referred to as the "Consultant".

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

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

1. **Scope of Work.** Under this Agreement, the Consultant shall perform the duties required for Phase 1 of the Fire Station Planning and Design Services project as detailed in the City of Anacortes document entitled "REQUEST FOR PROPOSALS For Fire Station Planning and Design Services #21-134-AFD -001" issued September 20, 2021, as well as the Scope of Work detailed in Exhibits A and B, all of which are hereby incorporated by reference and made a part hereof.

2. **COVID-19 Safety Requirements Compliance.** The Consultant, and its sub-Consultants of any tier, agree to comply with all current and future COVID-19 proclamations, regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State or the Office of the Mayor of the City of Anacortes as it may relate to City of Anacortes projects.

3. **Price and Payment Terms.** The services provided under this Agreement shall be for a firm-fixed price of **One Hundred Twenty-Six Thousand Five Hundred Forty-Six Dollars (\$126,546.00)**. Payments shall be made in accordance with Exhibits C and D, which are incorporated by reference and attached hereto.

4. **Period of Performance.** The period of performance under this Agreement is from March 1, 2022 through October 1, 2022.

5. **Subcontracts.** The Consultant shall give notice in advance of placing any subcontract and will identify subcontracts before subcontracted work begins. "Subcontract" means any contract entered into by a sub Consultant to furnish supplies or services for performance of the prime Consultant or a sub Consultant. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders. The following information shall be included (i) a description of the supplies or services to be subcontracted, (ii) identification of the type of subcontract to be used (iii) identification of the proposed sub Consultant, (iv) proposed subcontract price. Unless consent or approval specifically provides otherwise, consent by the City shall not constitute a determination –

- (1) of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this Agreement,; or
- (3) To relieve the Consultant of any responsibility for performing this Agreement.

The Consultant shall give immediate written notice, reference Clause Notices, of any action or suit filed and prompt notice of any claim made against the Consultant by any sub Consultant or vendor that, in the opinion of the Consultant, may result in litigation related in any way to this Agreement, with respect to which the Consultant may be entitled to reimbursement from the City.

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

7. **Invoicing.** All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, Agreement Number, Agreement Price, amount requested per invoice and cumulative invoiced amount. Invoices shall include actual hours worked by Period, by Labor Category. The Consultant must invoice **monthly** for quantities delivered during the invoice period, and no more frequently than monthly, and allow 30 calendar days from receipt of the invoice for payment. Invoices

may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org

The City shall notify the Consultant within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Consultant shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

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

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

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

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

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

13. **General and Professional Liability Insurance.**

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

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

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

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

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

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

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

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

G. Verification of Coverage: Consultant 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 insurance requirements of the Consultant before commencement of the work.

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

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

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

14. **Registered or Licensed.** The City is prohibited from executing an Agreement with a Consultant who is not registered or licensed as required by the laws of the state. In addition, a City of Anacortes business license is required for any business working inside the city limits whose annual value of products, gross proceeds of sales, or gross income of the business in the city is more than \$2,000. Business licenses can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

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

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

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

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

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

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

21. **Right to Terminate Agreement.**

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

A. Termination for Public Convenience: The City may terminate the Agreement in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Agreement is terminated in accordance with this paragraph, the Consultant shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work. An equitable adjustment in the Agreement price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

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

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

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

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

26. **Disputes**

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

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

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

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

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

28. **Compliance with Laws**. The Consultant in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or

criteria as described in the Agreement to assure quality of services. The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes, which may be due on account of this Agreement.

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

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

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

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

CITY:

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

CONSULTANT:

TCA Architecture Planning Inc.
Brian Harris
6211 Roosevelt Way Northeast
Seattle, WA 98115

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

CITY OF ANACORTES

TCA ARCHITECTURE PLANNING INC.

By _____
Laurie Gere, Mayor

By _____

Date _____

Title _____

Date _____

APPENDIX A

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

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

AGREEMENT 21-134-AFD-001 EXHIBIT A

The City desires design and engineering services necessary to develop a conceptual design that effectively supports the departments long-term needs including an associated opinion of total project cost to implement a new fire station, move training facility props and develop a new training facility. The information developed during this effort would be utilized by the City to determine budgetary requirements for project funding

Site location: 9338 S. March's Point Road, Anacortes, WA 98221
iMap parcel #: P19725

ASSUMPTIONS

The following assumptions were used in development of this scope of work, budget, and schedule:

- A. Cultural Resources Report will be prepared by a TCA consultant
- B. Wetland Report will be expanded upon by a TCA consultant based on an existing report provided by the city FD with the intent of using the same biologist.
- C. Phase 1 Environmental report will be provided to TCA by the City.
- D. Topographic survey will be prepared by a TCA consultant.
- E. Geotechnical report and infiltration report will be prepared by a TCA consultant.
- F. The new building will be planned in accordance with current IBC seismic code requirements, WAC, NFPA, and industry best practices.
- G. Architect will consult with a structural engineer, electrical engineer, and a mechanical engineer (HVAC) to assist with building design criteria, project narratives, and opinions of total cost to support estimator.
- H. Architect will consult with a civil engineer for conceptual site design and opinions of total cost.
- I. A conceptual stormwater evaluation will be performed but a storm water report will not be prepared for this conceptual design phase. The evaluation will allow water quantity and quality features to be preliminarily sized in accordance with current and anticipated regulations and costs estimated.

GENERAL SCOPE OF WORK- Task 1

Project Management/Administration

Architect shall provide project management and administration consisting of the following:

General and day-to-day project administration and data collection.

Coordination and communication with Client, regulatory agencies, and sub-consultants.

Preparing monthly invoice.

Prepare meeting agendas and meeting minutes and distribute copies to Department.

Fire Station Programming and Design:

The Client desires a conceptual facility and site design be developed for a proposed new fire station on an existing property owned by the City. Program development and validation, site configuration, massing, plan options, etc. will be developed as part of the conceptual design effort with specific tasks as outlined in exhibit A & B.

A half-day planning workshop will be conducted with Department staff and architect to outline and document the Client's long-term needs and objectives for the proposed fire station and training facility. The planning workshop will be conducted on a room by room, detailed basis for every functional area of the facility. This will entail not only the fire station operational areas, support spaces, and living quarters, but will also address community access, security, training needs, decontamination practices, infection control, vehicle washing regulations, and emergency communications. A written program and narrative will be prepared to document the identified long-term needs of the department and the specific facility requirements.

Up to three conceptual site plans will be developed for the proposed fire station facility to determine and show the facility will fit on the site and verify adequate ingress and egress access for the fire apparatus and appropriate setbacks can be provided. Site layout will include identifying water, sewer, power, telephone, and cable service to the building as well as identifying site storm water, parking, training areas, and landscaping zones. Storm water will be preliminarily evaluated for quantity and water quality criteria. This step will bring together the identified long-term needs with the constraints of the proposed site and will confirm an optimal organization based on the departments near and long-term goals.

Conceptual building floor plans and appropriate exterior elevation views will be prepared for the proposed fire station facility. Architects team will have two meetings with the Anacortes Building & Planning Department to review design and permit requirements and the conceptual design. Civil Engineer will also have one meeting with the City to review water connection requirements.

A design report will be prepared summarizing the facility needs, design criteria, preferred conceptual site plan and facility layout drawings, massing studies, opinions of total project cost, and identification of what permits will need to be obtained for facility construction.

Document Preparation

The design report will include a section summarizing the planning effort, and will include alternate site plans, the recommended alternative final site plan, elevations, massing model, outline of finishes, and consultant narratives to support an opinion of total project cost. For both the fire station and training facility component.

PHASE 1

Programming and Concept Design

Services in this phase include:

Services to develop a detailed facility program, obtain and analyze site information, develop conceptual site and floor plans, prepare a cost estimate, and project budget.

- Provide project administration (project management, meeting coordination, consultant coordination, client correspondence, meeting minutes).
- Program questionnaire development and distribution.
- mtg • Administer a project kick-off meeting to identify and review project goals, schedule, and potential risks, and programming questionnaire review.
- Refine project schedule, inclusion plan documentation, and risk framework from project kick-off meeting.
- Visioning Session- culture, core values.
- mtg • Programming meeting- space needs and diagram review, space criteria, space adjacency discussions.
- Update program diagrams and adjacencies.
- mtg • Final programming meeting.
- Station tour- (possibly virtual)
- Research project zoning ordinances and building code.
- Work with the City to coordinate on-site investigations. (see below for responsibility)
- Verify preliminary code information with City.
- Develop site relationship diagrams.
- mtg • Concept design development alternatives
- Massing diagrams
- Develop civil engineering narrative.
- mtg • Structural, mechanical, electrical discussion for system narratives.
- Structural, mechanical, electrical design narratives for estimating
- Develop conceptual civil engineering concept.
- mtg • Presentation(s)/Correspondence with stakeholder/council as determined
- Refinement of site design concept, conceptual plan and massing studies.
- Update project schedule based on conceptual design findings.
- Work with cost estimator to develop ROM construction costs and project budget.
- mtg • Present conceptual design documents and cost estimate to the City for review and comment.
- Finalize conceptual design documents and cost estimate.
- Community outreach support (not in this scope but discuss strategy)

Deliverables		TCA	City	N/A	Notes
Project Schedule	X				
Risk Analysis & Tracking Framework	X				
Facility Program	X				
Zoning & Code Compliance Review w/ City	X				
Conceptual Design (30%)	X				
Project Budget	X				
Cultural Resources Report	X				
Wetland Report	X				
Phase 1 Environmental		X			
Site Survey w/topos, utilities, etc.	X				
Geotechnical Engineering	X				
Ground Penetrating Radar			X		

PHASE 1

TASK 1 Programming and Concept Design

Services in this phase include:

Services to develop a detailed facility program, obtain and analyze site information, develop conceptual site and floor plans, prepare a cost estimate, and project budget.

- Provide project administration (project management, meeting coordination, consultant coordination, client correspondence, meeting minutes).
- Program questionnaire development and distribution for training facility.
- Project kick-off meeting to identify and review project goals, schedule, and potential risks is included in Fire Station Scope. Review of training facility programming questionnaire is added.
- Review the existing burn building to understand components which could be moved and/or need replacement
- Training Facility programming meeting- space needs and diagram review, space criteria, space adjacency
- Update program diagrams and adjacencies.
- Final programming meeting.
- Research of project zoning ordinances and building code is covered under Fire Station scope.
- Work with the City to coordinate on-site investigations. (see below for responsibility). Assume that this scope
- Verify preliminary code information with City.
- Develop site relationship diagrams.
- Concept design development alternatives
- Massing diagrams
- Develop civil engineering narrative.
- Structural, mechanical, electrical discussion for system narratives.
- Structural, mechanical, electrical design narratives for estimating
- Develop conceptual civil engineering concept.
- Presentation(s)/Correspondence with stakeholder/council as determined
- Refinement of site design concept, conceptual plan and massing studies.
- Update project schedule based on conceptual design findings.
- Work with cost estimator to develop ROM construction costs and project budget.
- Present conceptual design documents and cost estimate to the City for review and comment.
- Finalize conceptual design documents and cost estimate.
- Community outreach support (not in this scope but discuss strategy)

	Deliverables	TCA	City	N/A	Notes
New for TF	Project Schedule	X			
In Station Scope	Risk Analysis & Tracking Framework	X			
New for TF	Facility Program	X			
New for TF	Zoning & Code Compliance Review w/ City	X			
New for TF	Conceptual Design (30%)	X			
New for TF	Project Budget	X			
In Station Scope	Cultural Resources Report	X			
In Station Scope	Wetland Report	X			
In Station Scope	Phase 1 Environmental		X		
In Station Scope	Site Survey w/topos, utilities, etc.	X			
In Station Scope	Geotechnical Engineering				
	Ground Penetrating Radar			X	

AGREEMENT 21-134-AFD -001
EXHIBIT C

CITY OF ANACORTES
Fire Station Planning & Design Services



PHASE 1 Programming and Concept Design

Prime Architect	TCA	\$	49,690
Civil Engineer	Reid Middleton*	\$	10,000
Structural Engineer	CPL	\$	5,500
Mechanical Engineer	Sider & Byers	\$	3,000
Electrical Engineer	TFWB	\$	2,250
Cost Estimator	RC Cost Group	\$	3,515
Cultural Resources	Willamette	\$	8,785
Wetland Consultant	Miller Enviromental	\$	7,705
Geotechnical Engineer	Geotest	\$	9,500
Surveying	Herrigstad	\$	3,800
Consultant Subtotal		\$	54,055
10% Consultant Mark-up		\$	5,405
Reimbursables		\$	1,500
Total		\$	110,650

AGREEMENT 21-134-AFD -001
EXHIBIT D

CITY OF ANACORTES
Fire Station Planning & Design Services



PHASE 1 Programming and Concept Design

Prime Architect	TCA	\$	10,685
Civil Engineer	Reid Middleton	\$	-
Structural Engineer	CPL	\$	-
Mechanical Engineer	Sider & Byers	\$	1,000
Electrical Engineer	TFWB	\$	750
Cost Estimator	RC Cost Group	\$	1,500
Cultural Resources	Willamette	\$	1,487
Wetland Consultant	Miller Environmental	\$	-
Geotechnical Engineer	Geotest	\$	-
Surveying	Herrigstad	\$	-
Consultant Subtotal		\$	4,737
10% Consultant Mark-up		\$	474
Reimbursables		\$	-
Total		\$	15,896

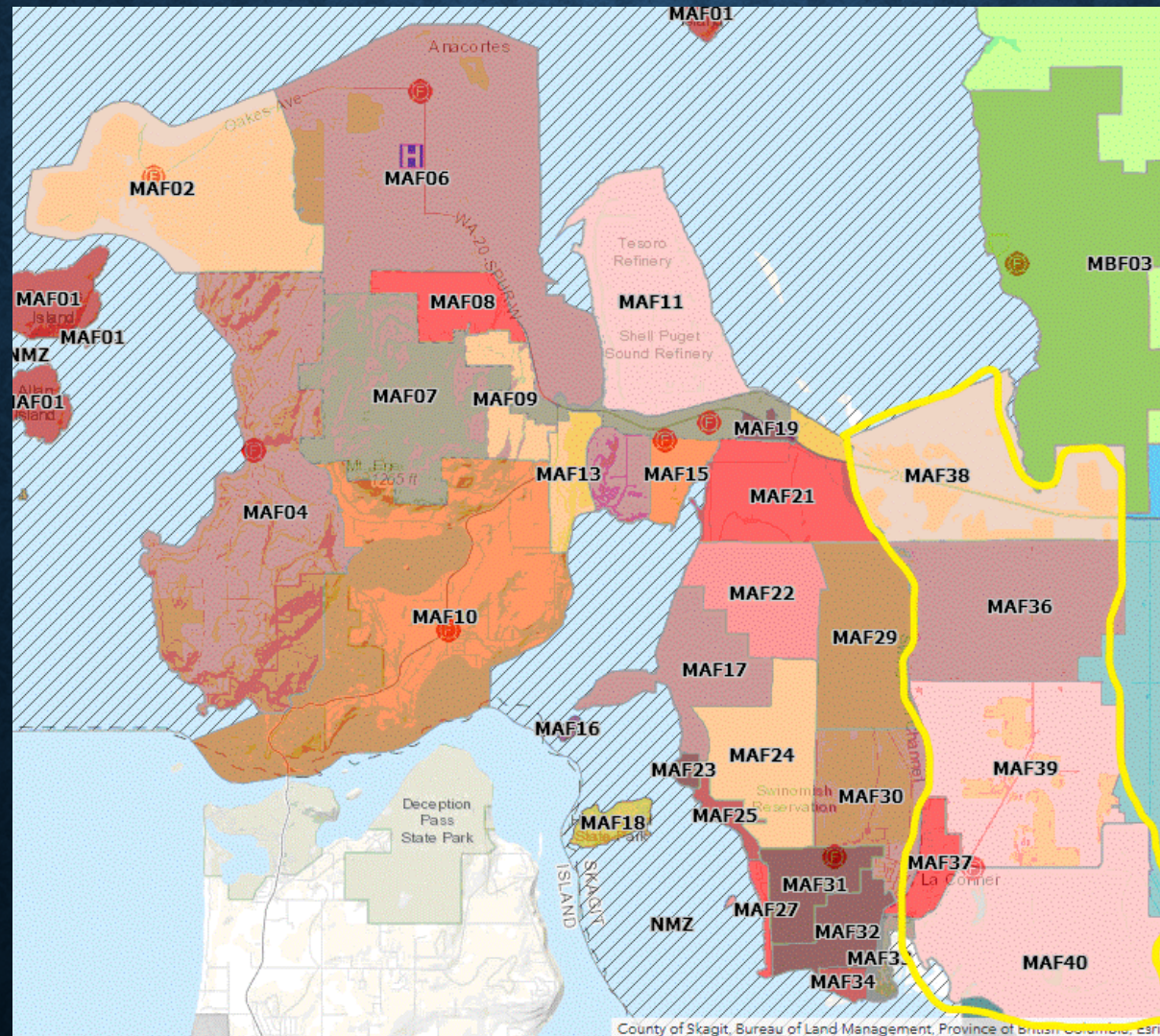
ANACORTES FIRE DEPARTMENT

Fire Station 3

HISTORY

- 1999 – March Point area annexed from Skagit County
- City of Anacortes responsible for Fire and EMS services
 - 2007 – City leased facility for temporary Fire Station on Molly Lane
 - Station staffed 12 hours during daytime
- 2019 – EMS Services in Skagit County become Fire Based
 - Fire Station 3 staffs 24/7
 - EMS Primary and secondary service areas extended

EMS PRIMARY RESPONSE AREA



NEEDS ASSESSMENT

- Request for Qualifications
- Three Proposals received
- Comprehensive scoring and interview process was completed

TCA ARCHITECTURE

- TCA was selected based upon established criteria
- Included Prior experience with Fire Stations and similar projects
- Available resources

SCOPE OF WORK

- Critical Areas Survey
 - Ensure compliance with State, Federal, and Local regulations
- Property Survey
 - Topographic Assessment
 - Soils Assessment
 - Utility locates
- Cultural Resource Survey

9338 SOUTH MARCH'S POINT RD



ADDITIONAL ITEMS INCLUDED

- Identify potential partner agencies
- Design to 30%
- Civil/Structural/Mechanical cost estimates
- Over-all Project estimate for budgeting

Questions?